

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

Form 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended March 31, 2016

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Transition Period from _____ to _____

Commission file number 000-19672

American Superconductor Corporation

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation or Organization)
64 Jackson Road
Devens, Massachusetts
(Address of Principal Executive Offices)

04-2959321
(IRS Employer
Identification Number)

01434
(Zip Code)

Registrant's telephone number, including area code:
(978) 842-3000

Securities registered pursuant to Section 12(b) of the Act:
Common Stock, \$0.01 par value, NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by checkmark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by checkmark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 232.405) is not contained herein, and will not be contained, to the best of the Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by checkmark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer	<input type="radio"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="radio"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="radio"/>

Indicate by checkmark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the registrant's Common Stock held by non-affiliates of the registrant on September 30, 2015, based on the closing price of the shares of Common Stock on the Nasdaq Global Select Market on that date (\$4.33 per share) was \$50.2 million.

Number of shares outstanding of the registrant's Common Stock, as of May 25, 2016 was 14,045,836.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive proxy statement for the annual meeting of stockholders scheduled to be held on July 29, 2016, to be filed with the Securities and Exchange Commission (the "SEC"), are incorporated by reference in answer to Part III of this Form 10-K.

INDEX

<u>Item</u>		<u>Page</u>
PART I		
1.	Business	4
1A.	Risk Factors	14
1B.	Unresolved Staff Comments	25
2.	Properties	25
3.	Legal Proceedings	25
4.	Mine Safety Disclosures	27
PART II		
5.	Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	28
6.	Selected Financial Data	30
7.	Management’s Discussion and Analysis of Financial Condition and Results of Operations	31
7A.	Quantitative and Qualitative Disclosures About Market Risk	47
8.	Financial Statements and Supplementary Data	49
9.	Changes in and Disagreements With Accountants on Accounting and Financial Disclosure	83
9A.	Controls and Procedures	83
9B.	Other Information	83
PART III		
10.	Directors, Executive Officers and Corporate Governance	84
11.	Executive Compensation	84
12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	84
13.	Certain Relationships and Related Transactions and Director Independence	84
14.	Principal Accountant Fees and Services	84
PART IV		
15.	Exhibits and Financial Statement Schedules.	84

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Any statements in this Annual Report that relate to future events or conditions, including without limitation, the statements in Part I, “Item 1A. Risk Factors” and in Part II under “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” and located elsewhere herein regarding industry prospects or our prospective results of operations or financial position, may be deemed to be forward-looking statements. Without limiting the foregoing, the words “believes,” “anticipates,” “plans,” “expects,” and similar expressions are intended to identify forward-looking statements. Such forward-looking statements represent management’s current expectations and are inherently uncertain. There are a number of important factors that could materially impact the value of our common stock or cause actual results to differ materially from those indicated by such forward-looking statements. Such factors include the important factors discussed under the caption “Risk Factors” in Part 1. Item 1A of this Form 10-K for the fiscal year ended March 31, 2016, which among others, could cause actual results to differ materially from those indicated by forward-looking statements made herein and presented elsewhere by management from time to time. Any such forward-looking statements represent management’s estimates as of the date of this Annual Report on Form 10-K. While we may elect to update such forward-looking statements at some point in the future, we disclaim any obligation to do so, even if subsequent events cause our views to change. These forward-looking statements should not be relied upon as representing our views as of any date subsequent to the date of this Annual Report on Form 10-K.

Item 1. BUSINESS**Overview**

American Superconductor Corporation (together with its subsidiaries, “AMSC®” or the “Company”) was founded on April 9, 1987. We are a leading provider of megawatt-scale solutions that lower the cost of wind power and enhance the performance of the power grid. In the wind power market, we enable manufacturers to field highly competitive wind turbines through our advanced power electronics products, engineering, and support services. In the power grid market, we enable electric utilities, industrial facilities, and renewable energy project developers to connect, transmit and distribute power through our transmission planning services and power electronics, and superconductor-based products. Our wind and power grid products and services provide exceptional reliability, security, efficiency, and affordability to our customers.

Our company has designed wind turbines for or licensed wind turbine designs to more than 10 wind turbine manufacturing customers including Inox Wind Limited (“Inox”) in India. We have also served over 100 customers in the grid market since our inception, including American Electric Power, Long Island Power Authority and Keys Energy Services in the United States, EDF Group in France, Korean Electric Power Corporation in Korea, Scottish & Southern Energy in the United Kingdom, Consolidated Power Projects (Pty) Ltd in South Africa, and Ergon Energy in Australia. We serve customers globally through a localized sales and field service presence in our core target markets. Additionally, our sales personnel in the United States are supported by manufacturers’ representatives.

Our wind and power grid solutions help to improve energy efficiency, alleviate power grid capacity constraints and increase the adoption of renewable energy generation. Demand for our solutions is driven by the growing needs for renewable sources of electricity, such as wind and solar energy, and for modernized smart grids that improve power reliability, security, and quality. Concerns about these factors have led to increased spending by corporations as well as supportive government regulations and initiatives on local, state and national levels, including renewable portfolio standards, tax incentives, and international treaties. We estimate that today’s total annual addressable global market for our wind and grid solutions is approximately \$11.0 billion.

We segment our operations into two market-facing business units: Wind and Grid. We believe this market-centric structure enables us to more effectively anticipate and meet the needs of wind turbine manufacturers, power generation project developers and electric utilities.

- *Wind.* Through our Windtec Solutions™, our Wind business segment enables manufacturers to field wind turbines with exceptional power output, reliability, and affordability. We supply advanced power electronics and control systems, license our highly engineered wind turbine designs, and provide extensive customer support services to wind turbine manufacturers. Our design portfolio includes a broad range of drive trains and power ratings of 2 megawatts (“MW”) and higher. We provide a broad range of power electronics and software-based control systems that are highly integrated and designed for optimized performance, efficiency, and grid compatibility.
- *Grid.* Through our Gridtec Solutions™, our Grid business segment enables electric utilities and renewable energy project developers to connect, transmit and distribute power with exceptional efficiency, reliability, security and affordability. We provide transmission planning services that allow us to identify power grid congestion, poor power quality, and other risks, which help us determine how our solutions can improve network performance. These services often lead to sales of our grid interconnection solutions for wind farms and solar power plants, power quality systems and transmission and distribution cable systems. We also sell ship protection products to the U.S. Navy.

Our fiscal year begins on April 1 and ends on March 31. When we refer to a particular fiscal year, we are referring to the fiscal year beginning on April 1 of that same year. For example, fiscal 2015 refers to the fiscal year beginning on April 1, 2015. Other fiscal years follow similarly.

Competitive strengths

We believe our competitive strengths position us well to execute on our growth plans in the markets we serve.

- *Unique Solutions for the Wind and Grid Markets.* We believe we are the only company in the world that provides wind turbine manufacturers with an integrated approach of wind turbine design and engineering, customer support services and power electronics and control systems. We also believe we are the only company in the world that is able to provide transmission planning services, grid interconnection and voltage control systems as well as superconductor-based transmission and distribution systems for power grid operators. This unique scope of supply provides us with greater insight into our customers’ evolving needs and greater cross-selling opportunities.

- *Differentiated Technologies.* Our PowerModule™ power converters are based on proprietary software and hardware combinations and are used in a broad array of applications, including our D-VAR® grid interconnection and voltage control systems, as well as our wind turbine electrical control systems. Our proprietary Amperium® superconductor wire was engineered to allow us to tailor the product via laminations to meet the electrical and mechanical performance requirements of widely varying end-use applications, including power cables and fault current limiters for the Grid market.
- *Highly Scalable, Low-Cost Manufacturing Platform.* We can increase the production of our proprietary power electronics and superconductor technologies at costs that we believe are low relative to our competitors. Our proprietary manufacturing technique for Amperium wires is modular in nature, which allows us to expand manufacturing capacity at a relatively low incremental cost.
- *Robust Patent Position and Engineering Expertise.* As of March 31, 2016, we owned almost 400 patents and patent applications worldwide (including international counterparts to U.S. patents), and had rights through exclusive and non-exclusive licenses to more than 200 additional patents and patent applications worldwide. We believe our technology and manufacturing knowledge base, customer and product expertise and patent portfolio provide a strong competitive position.

Strategy

Building on these competitive strengths, we plan to focus on driving revenue growth and enhancing our operating results through the objectives defined below.

- *Provide Solutions from Power Generation to Delivery.* From the generation source to the distribution system, we focus on providing best-in-class engineering, support services, technologies and solutions that make the world's power supplies smarter, cleaner and stronger.
- *Focus on "Megawatt-Scale" Power Offerings.* Our research, product development, and sales efforts focus on megawatt-scale offerings ranging from designs of power electronics for large wind turbine platforms to systems that stabilize power flows, integrate renewable power into the grid and carry power to and from transmission and distribution substations.
- *Pursue Emerging Overseas Markets and Serve Key Markets Locally.* We focus our sales efforts on overseas markets that are investing aggressively in renewable energy and power grid projects, and we have been particularly successful in targeting key Asian markets, including India and China. As part of our strategy, we serve our key target markets with local sales and field service personnel, which enables us to understand market dynamics and more effectively anticipate customer needs while also reducing response time. We currently serve target markets such as Australia, China, India, South Africa, the United Kingdom, and the United States.
- *Product Innovation.* We have a strong record of developing unique solutions for megawatt-scale power applications and will continue our focus on investing in innovation. Recently, our product development efforts have included our Resilient Electric Grid ("REG") system for the electricity grid and Ship Protection Systems for the U.S. Navy.

Market opportunities

Our solutions address two substantial global demands:

- the demand for renewable sources of electricity, and
- the demand for modernized, smart power grid infrastructure that alleviates capacity constraints and improves electricity reliability, security, and efficiency.

Wind market overview

According to GlobalData, a research firm, nearly 55 Gigawatts (GW) of wind generation capacity were added worldwide in 2015, as compared to 52 GW in 2014. GlobalData anticipates that more than 56 GW of additional capacity will be added in 2016.

Several factors are expected to drive the future growth in the wind power market, including substantial government incentives and mandates that have been established globally, technological improvements, turbine cost reductions, the development of the offshore wind market, and increasing cost competitiveness with existing power generation technologies. Technological advances, declining turbine production cost and fluctuating prices for some fossil fuels continue to increase the competitiveness of wind versus traditional power generation technologies.

Our solutions for the wind market

We address the challenges of the wind power market by designing and engineering wind turbines, providing extensive support services to wind turbine manufacturers and manufacturing and selling critical components for wind turbines.

- *Electrical Control Systems.* We provide full electrical control systems (“ECS”) or a subset of those systems (“core electrical components”) to manufacturers of wind turbines designed by us. Our ECS regulate voltage, control power flows and maximize wind turbine efficiency, among other functions. To date, we have shipped enough core electrical components and complete ECS to power nearly 16,000 Megawatts (“MW”) of wind power. We believe our ECS represent approximately 5-10% of a wind turbine’s bill of materials. We believe that the total addressable market for ECS was approximately \$3.2 billion annually in 2015.
- *Wind Turbine Designs.* We design and develop entire state-of-the-art onshore and offshore wind turbines with power ratings of 2 MWs and higher for manufacturers who are in the business of producing wind turbines or who plan to enter the business of manufacturing wind turbines. These customers typically pay us licensing fees, and in some cases royalties for wind turbine designs, and purchase from us the core electrical components or complete electrical control systems needed to operate the wind turbines.
- *Customer Support Services.* We provide extensive customer support services to wind turbine manufacturers. These services range from providing designs for customers’ wind turbine manufacturing plants to establishing and localizing their supply chains and training their employees on proper wind turbine installation and maintenance. We believe these services enable customers to accelerate their entry into the wind turbine manufacturing market and lower the cost of their wind turbine platforms.

Our approach to the wind energy markets allows our customers to use our world-class turbine engineering capabilities while minimizing their research and development costs. These services and our advanced electrical control systems provide our customers with the ability to produce standardized or next-generation wind turbines at scale for their local market or the global market quickly and cost-effectively. Our team of highly experienced engineers works with clients to customize turbine designs specifically tailored to local markets while providing ongoing access to field services support and future technological advances.

Grid market overview

It is widely believed that the electricity grid in the U.S. is in need of modernization through a technology upgrade if it is to maintain reliability and adapt to the changing market needs. In fact, a recent report written by The White House and titled, “Economic Benefits of increasing Electric Grid Resilience in Weather Outages” found that economic damage from weather-related power outages averaged between \$18 and \$33 billion per year between 2003 and 2012 – and went as high as \$75 billion in 2008 and \$52 billion in 2012, as a result of damage caused by Hurricanes Ike and Sandy, respectively. Furthermore, the electric grid is also vulnerable to equipment failure, acts of terror, and threats to cyber security. Recent events and the reliance of safety, security, and economy on the electricity grid have prompted broad recognition worldwide of the need to modernize and enhance the reliability and security of power grids.

Power grid operators worldwide face various challenges, including:

- *Stability.* Power grid operators are confronting power quality and stability issues arising from intermittent renewable energy sources and from the capacity limitations of transmission and overhead distribution lines and underground cables.
- *Reliability.* Traditional transmission lines and cables often reach their reliable voltage stability limit well below their thermal threshold. Driving more power through a power grid when some lines and cables are operating above their voltage stability limit during times of peak demand can cause either unacceptably low voltage in the power grid (a brownout) or risk of a sudden, uncontrollable voltage collapse (a blackout).
- *Capacity.* The traditional way to enable increases in power grid capacity without losing voltage stability is to install more overhead power lines and underground cables. However, permitting new transmission and distribution lines can take 10 years or more due to various public policy issues, such as environmental, aesthetic, and health concerns. In urban and metropolitan areas, installing additional conventional underground copper cables is similarly challenging, since many existing underground corridors carrying power distribution cables are already filled to their physical capacity and cannot accommodate any additional conventional cables. In addition, adding new conduits requires excavation to expand existing corridors or create new corridors, which are costly and disruptive undertakings.
- *Efficiency.* Most overhead lines and underground cables use traditional conductors such as copper and aluminum, which lose power due to electrical resistance. At transmission voltage, electrical losses average about 7% in the United States and other developed nations, but can exceed 20% in some locations due to the distance of the line, quality of conductor, and the power grid’s architecture and characteristics, among other factors.

· *Security.* Catastrophic equipment failures caused by aging equipment, physical and cyber threats, and weather related disasters can leave entire sections of an urban environment without power for hours or days. It can be difficult to recover from extended power outages in urban load centers, worsening situations where the personal safety of residents and the economic health of business are threatened.

Our solutions for the grid market

We address these challenges in the Grid market by providing services and solutions designed to increase the power grid's capacity, reliability, security and efficiency. We also provide advanced ship protection equipment for the U.S Navy in this segment as each Navy ship can be thought of as having its own power grid. Our solutions include:

· *Superconductor Wire and Applications.* Conventional conductors of electricity, such as aluminum and copper wire, lose energy due to resistance. Using a compound of yttrium barium copper oxide ("YBCO"), we manufacture and provide high-temperature superconductor ("HTS") wire that can conduct many times more electricity than conventional conductors with no power loss. We have developed full system solutions that we sell and expect to continue to sell directly to customers. This business model leverages our applications expertise, drives value beyond the wire and enables us to recognize revenue and take ownership over the marketing and sales of the full systems. These systems include:

○ *Resilient Electric Grid Systems.* Our REG system has two primary applications that increase the reliability and the capacity of the urban infrastructure. For applications focused on reliability improvement, the REG cable is best used in a "ring" or "loop" configuration to interconnect nearby urban substations. This enables urban utilities to share transmission connections and excess station capacity, while controlling the high fault currents that naturally result from such interconnections, providing protection against the adverse effects that follow the loss of critical substation facilities in urban areas. For applications focused on capacity improvement, the REG cable can be used in a "branch" configuration. In this application, the REG cable connects an existing large urban substation with a new, much smaller, and more simplified substation within the city at a lower cost. The smaller urban substation does not need large power transformers and takes up much less space, thereby significantly reducing real estate, construction, and other related costs in the urban area. The key component to the REG system is a breakthrough cable system that combines very high power handling capacity with fault current limiting characteristics, features that are attributable to our proprietary HTS wire. Assuming all urban substations in major cities in the U.S. could be connected with our REG system, we believe the total annual addressable market is approximately \$5.7 billion.

○ *Ship Protection Systems.* The primary focus of our ship protection systems ("SPS") has been degaussing systems. These systems reduce a Naval ship's magnetic signature, making it much more difficult for a mine to detect and damage a ship. Traditionally made of heavy copper wire, degaussing is required on all Navy combat ships. Our HTS advanced degaussing system is lightweight, compact, and often outperforms its conventional counterpart. This HTS system is estimated to enable a 50 to 80 percent reduction in total degaussing system weight, offering significant potential for fuel savings or options to add different payloads. The core components of a degaussing system are transferable to other applications being targeted for ship implementation. We are also continuing to work on expanding HTS technology into the fleet through a variety of applications for power, propulsion, and protection equipment. We estimate that the total addressable market for HTS-based, ship protection systems for the U.S. Navy fleet to be between \$70.0 million and \$120.0 million per year between the years 2020 and 2025.

· *FACTS Systems.* Flexible alternating current transmission system – or FACTS – is a system that consists of power electronics and other static components used for controlling power flow and voltage in the AC transmission system. FACTS products aim to increase controllability and power transferability of a network, which allows more effective utilization of existing assets, and reduces the need for new transmission lines and facilities to increase electricity availability. Our FACTS sales process begins with our group of experienced transmission planners working with power grid operators, renewable energy developers, and industrial system operators to identify power grid constraints and determine how our solutions might improve network performance. These services often lead to sales of grid interconnection solutions for wind farms and solar power plants, power quality systems for utilities and heavy industrial operations and transmission and distribution cable systems. Our transmission planners work with our customers on the following solutions:

○ *D-VAR® Systems.* The power that flows through AC networks comprises both real power, measured in watts, and reactive power, measured in Volt Amp Reactive ("VARs"). In simple terms, reactive power is required to support voltage in the power network. D-VAR systems can provide the reactive power needed to stabilize voltage on the grid. These systems also can be used to connect wind farms and solar power plants to the power grid seamlessly as well as to protect certain industrial facilities against voltage swells and sags. GlobalData and AMSC estimate the market for FACTS systems such as D-VAR was more than \$2.0 billion in 2015.

- o *D-SVC Systems.* Our D-SVC systems are a cost-effective solution that allow large industrial loads to operate on the AC power system while minimizing the impacts of voltage sags and flicker problems, and also provides dynamic, distribution level voltage regulation and power factor control solutions for utilities. Our D-SVC system automatically applies VARs on a cycle-by-cycle basis to maintain steady line voltages adjacent to large inductive loads such as motors, welders, arc furnaces and pipeline pumping stations.

We are also offering full system solutions through a collaboration with industry leader Nexans:

- o *Stand-alone Fault Current Limiters.* Used in substations, superconductor fault current limiters (“SFCLs”) act as surge protectors for the power grid. SFCLs can help protect the grid by reducing the destructive nature of faults, extending the life of existing substation equipment and allowing utilities to defer or eliminate equipment replacements or upgrades. Together with Nexans, we offer SFCLs for medium voltage alternating current (“AC”) networks.

Core Technologies

Superconductors

Our second generation (“2G”) HTS wire technology helps us address the smart grid infrastructure market opportunity by providing components and solutions designed to increase the power grid’s capacity, reliability, security and efficiency. Our wire, known as Amperium wire, conducts electricity with zero resistance below about -297 degrees Fahrenheit. Additionally, our 2G wire has the ability to switch to a resistive state whenever a fault current exceeds a predetermined value. This characteristic is a key enabler to our REG system. The technology can be used in many applications including electricity transmission cables, superconducting generators, voltage regulators and degaussing systems for naval vessels. Superconductor power cables, which are a class of high-capacity, environmentally-benign, and easy-to-install transmission and distribution cables, address power grid capacity issues by increasing the thermal limit of existing or new corridors. Superconductor power cables are cylindrically shaped systems consisting of HTS wires (which conduct electricity) surrounded by electrical insulation encased in a metal or polymeric jacket.

Currently, power cables are made primarily using copper wires. Power cables incorporating our Amperium wire are able to carry up to 10 times the electrical current of copper cables of the same diameter. These cable systems also bring efficiency advantages. Traditional cable systems heat up due to the electrical resistance of copper, causing electrical losses. Electrical losses at transmission voltage average about 7% in the United States and other developed nations, but can exceed 20% in some locations due to the distance of the line and the power grid’s architecture and characteristics, among other factors. Conversely, HTS materials can carry direct current (“DC”) with 100% efficiency and AC with nearly 100% efficiency when they are cooled below a critical temperature. As a result, AC HTS power cables lose significantly less power to resistive heating than copper cables, and DC HTS power cables have no energy losses due to resistive heating.

PowerModule Power Converters

Our family of PowerModule power electronic converters incorporates power semiconductor devices that switch, control and move large amounts of power faster and with far less disruption than the electromechanical switches historically used. While today our PowerModule systems are used primarily in our ECS and D-VAR systems, they also have been incorporated into electric motor drives, distributed and dispersed generation devices (micro-turbines, fuel cells, and photovoltaics), power quality solutions, batteries, and flywheel-based uninterruptible power supplies.

Research and Development

Our research and development expenses were \$12.3 million, \$11.9 million and \$12.2 million in fiscal 2015, fiscal 2014 and fiscal 2013, respectively.

Customers

We have designed wind turbines for or licensed wind turbine designs to more than 10 wind turbine manufacturing customers including Inox in India. We have also served over 100 customers in the grid market since our inception, including American Electric Power, Long Island Power Authority and Keys Energy Services in the United States, EDF Group in France, Korean Electric Power Corporation in Korea, Scottish & Southern Energy in the United Kingdom, Consolidated Power Projects (Pty) Ltd in South Africa, and Ergon Energy in Australia. We serve customers globally through a localized sales and field service presence in our core target markets.

Facilities and manufacturing

Our primary facilities and their primary functions are as follows:

- Devens, Massachusetts — Corporate headquarters, superconductors research, development and manufacturing, FACTS product engineering and manufacturing
- New Berlin, Wisconsin — Power electronics and controls research and development
- Klagenfurt, Austria — Wind turbine engineering
- Suzhou, China — Electrical Control System and PowerModule power converter manufacturing for the Chinese market
- Timisoara, Romania – Electrical Control System and PowerModule power converter manufacturing for all other markets

Our global footprint also includes sales and field service offices in Australia, Germany, India, Korea and the United Kingdom.

Sales and marketing

Our strategy is to serve customers locally in our core target markets through a direct sales force operating out of sales offices worldwide. In addition, we utilize manufacturers' sales representatives in the United States to market our products to utilities in North America. The sales force also leverages business development staff for our various offerings as well as our team of wind turbine engineers and power grid transmission planners, all of whom help to ensure that we have an in-depth understanding of customer needs and provide cost-effective solutions for those needs.

In fiscal 2015, Inox accounted for 62% of our total revenues, and no other customer accounted for more than 10% of our total revenues. In fiscal 2014, Inox accounted for 56% of our total revenues, and no other customer accounted for more than 10% of our total revenues. In fiscal 2013, Inox and Beijing JINGCHENG New Energy accounted for 31% and 18%, respectively, of our total revenues.

The portion of total revenue recognized from customers located outside the United States was 85%, 86% and 87% for fiscal 2015, 2014 and 2013, respectively. Of the revenue recognized from customers outside the United States, we recognized 73%, 65% and 36% from customers in India for fiscal 2015, 2014 and 2013, respectively, and we recognized 10%, 17% and 34% from customers in China in fiscal 2015, 2014 and 2013, respectively. For additional financial information, see the notes to consolidated financial statements included herein, including Note 17, "Business Segments".

Our foreign operations, particularly our operations in China, India and other emerging markets, expose us to a variety of risks. For a discussion of additional risks associated with our foreign operations, see Item 1A, "Risk Factors – We have operations in and that depend on sales in emerging markets, including China and India, and global conditions could negatively affect our operating results or limit our ability to expand our operations outside of these countries. Changes in China's or India's political, social, regulatory and economic environment may affect our financial performance."

Backlog

We had backlog at March 31, 2016 of approximately \$88.9 million from government and commercial customers, compared to \$40.7 million at March 31, 2015. Current backlog represents the value of contracts and purchase orders received for which delivery is expected during the next twelve months based on contractually agreed-upon terms. The year over year increase in backlog is driven primarily by the larger orders received from Inox in fiscal 2015, as well as stronger orders recently for our D-VAR products. Of our reported twelve month backlog at March 31, 2016, \$58.0 million pertains to the supply contract with Inox entered into in December 2015, shipments under which are expected to commence once Inox makes the required \$2.0 advance payment under the supply contract. See Item 7 – "Management's Discussion and Analysis of Financial Condition and Results of Operation", for further discussion of the strategic agreements entered into with Inox.

Competition

We face competition in various aspects of our technology and product development. We believe that competitive performance in the marketplace depends upon several factors, including technical innovation, range of products and services, product quality and reliability, customer service and technical support.

Wind

We face competition from companies offering power electronic converters for use in applications for which we expect to sell our PowerModule products. These companies include ABB, Hopewind, Semikron, Shinergy, Vacon, and Xantrex (a subsidiary of Schneider Electric).

We face competition from companies offering various types of wind turbine electrical system components, which include ABB, Ingeteam, Mita-Teknik and Woodward. We also face indirect competition in the wind energy market from global manufacturers of wind turbines, such as Gamesa, General Electric, Suzlon, and Vestas.

We face competition for the supply of wind turbine engineering design services from design engineering firms such as GL Garrad Hassan, and from licensors of wind turbine systems such as Aerodyn.

Grid

We face competition from other companies offering FACTS systems similar to our D-VAR products. These include static var compensators (“SVCs”) from ABB, General Electric, AREVA, Mitsubishi Electric, and Siemens; adaptive VAR compensators and STATCOMs produced by ABB, Siemens, and S&C Electric; Dynamic voltage restorers (“DVRs”) produced by companies such as ABB and S&C Electric; and flywheels and battery-based uninterruptable power supply (“UPS”) systems offered by various companies around the world.

We face competition both from suppliers of traditional utility solutions and from companies who are developing HTS wires. We also face competition for our Amperium wire from a number of companies in the United States and abroad. These include Superconductor Technologies and Superpower (a subsidiary of Furukawa) in the United States; Fujikura and Sumitomo in Japan; SuNAM in South Korea; BASF Corporation in Europe (“BASF”), Innova and Shanghai Creative Superconductor in China; and SuperOx in Russia. With our HTS-based REG product, we are offering a new approach that provides alternatives to utilities for power system design. Therefore, we believe that we compete with traditional approaches such as new full sized substations, overhead and underground transmission, and urban power transformers.

We believe we are currently the only company that can offer HTS-based SPS products that have been fully qualified for use aboard Navy surface combatants. Therefore, the primary competition for our SPS products is currently coming from defense contractors that provide the copper-based systems that our lighter, more efficient HTS versions have been developed to replace. Companies such as L3, Excelis, Raytheon and Textron have the bulk of the copper-based business today. However, over time, as the HTS-based SPS proliferate to the fleet, companies that have the capability to manufacture and/or package HTS wire into robust, turn-key systems will likely attempt to duplicate our products, and thus additional competition is expected from more traditional HTS competitors such as those listed above.

Many of our competitors have substantially greater financial resources, research and development, manufacturing and marketing capabilities than we do. In addition, as our target markets develop, other large industrial companies may enter these fields and compete with us.

Patents, licenses and trade secrets

Patent Background

An important part of our business strategy is to develop a strong worldwide patent position in all of our technology areas. Our intellectual property (“IP”) portfolio includes both patents we own and patents we license from others. We devote substantial resources to building a strong patent position. As of March 31, 2016, we owned (either solely or jointly) 100 U.S. patents and 8 U.S. patent applications on file. We also hold licenses from third parties covering more than 75 issued U.S. patents and patent applications. Together with the international counterparts of each of these patents and patent applications, we own almost 400 patents and patent applications worldwide, and have rights through exclusive and non-exclusive licenses to more than 200 additional patents and patent applications. We believe that our current patent position, together with our ability to obtain licenses from other parties to the extent necessary, will provide us with sufficient proprietary rights to develop and sell our products. However, for the reasons described below, we cannot assure you that this will be the case.

Despite the strength of our patent position, a number of U.S. and foreign patents and patent applications of third parties relate to our current products, to products we are developing, or to technology we are now using in the development or production of our products. We may need to acquire licenses to those patents, contest the scope or validity of those patents, or design around patented processes or applications as necessary. If companies holding patents or patent applications that we need to license are competitors, we believe the strength of our patent portfolio will significantly improve our ability to enter into license or cross-license arrangements with these companies. We have already successfully negotiated cross-licenses with several competitors. We may be required to obtain licenses to some patents and patent applications held by companies or other institutions, such as national laboratories or universities, not directly competing with us. Those organizations may not be interested in cross-licensing or, if willing to grant licenses, may charge unreasonable royalties. We have successfully obtained licenses related to HTS wire from a number of such organizations with royalties we consider reasonable. Based on historical experience, we expect that we will be able to obtain other necessary licenses on commercially reasonable terms. However, we cannot provide any assurance that we will be able to obtain all necessary licenses from competitors on commercially reasonable terms, or at all.

Failure to obtain all necessary patents, licenses and other IP rights upon reasonable terms could significantly reduce the scope of our business and have a material adverse effect on our results of operations. We do not now know the likelihood of successfully contesting the scope or validity of patents held by others. In any event, we could incur substantial costs in challenging the patents of other companies. Moreover, third parties could challenge some of our patents or patent applications, and we could incur substantial costs in defending the scope and validity of our own patents or patent applications whether or not a challenge is ultimately successful.

There are multiple foreign counter-part patents that continue to be exclusively licensed to AMSC that expire in fiscal year 2016.

Wind and Grid Patents

We have received patents and filed a significant number of additional patent applications on power quality and reliability systems, including our D-VAR products. Our products are covered by 60 patents and patents pending worldwide on both our systems and power converter products. The patents and applications focus on inventions that significantly improve product performance and reduce product costs, thereby providing a competitive advantage. One invention of note allows for a reduction in the number of power inverters required in the system by optimally running the inverters in overload mode, thereby significantly reducing overall system costs. Another important invention uses inverters to offset transients due to capacitor bank switching, which provides improved system performance.

Under our Windtec Solutions™ brand, we design a variety of wind turbine systems and license these designs, including expertise and patent rights, to third parties for an upfront fee, plus in some cases, future royalties. Our wind turbine designs are covered by more than 30 patents and patents pending worldwide on wind turbine technology. We have patent coverage on the unique design features of our blade pitch control system, which ensures optimal aerodynamic flow conditions on the turbine blades and improves system efficiency and performance. The pitch system includes a patented SafetyLOCK™ feature that causes the blades to rotate to a feathered position to prevent the rotor blades from spinning during a fault.

We recognize the importance of IP protection in China and believe that China is steadily moving toward recognizing and acting in accordance with international norms for IP. As such, we have incorporated China in our patent strategy for all of our various products. Nevertheless, we recognize that the risk of IP piracy is still higher in China than in most other industrialized countries, and so we are careful to limit the technology we provide through our product sales and other expansion plans in China. While we take the steps necessary to ensure the safety of our IP, we cannot provide any assurance that these measures will be fully successful. For example, see Part I, Item 3, “Legal Proceedings,” for more information regarding legal proceedings that we have undertaken against Sinovel Wind Group Co., Ltd (“Sinovel”) alleging the illegal use of our intellectual property.

HTS Patents

Since the discovery of high temperature superconductors in 1986, rapid technical advances have characterized the HTS industry, which in turn have resulted in a large number of patents, including overlapping patents, relating to superconductivity. As a result, the patent situation in the field of HTS technology and products is unusually complex. We have obtained licenses to patents and patent applications covering some HTS materials. We have acquired exclusive rights (through 2017) to a fundamental U.S. patent (U.S. 8,060,169 B1) covering 2G and similar HTS wire and applications. However, we may have to obtain additional licenses to HTS materials and, upon expiration of U.S. 8,060,169, to the materials covered by such patent.

We are focusing on the production of our Amperium wire, and we intend to continue to maintain a leadership position in 2G HTS wire through a combination of patents, licenses and proprietary expertise. In addition to our owned patents and patent applications in 2G HTS wire, we have obtained licenses from (i) MIT for the MOD process we use to deposit the YBCO layer, (ii) Alcatel-Lucent on the YBCO material, and (iii) the University of Tennessee/Battelle for the RABiTS[®] process we use for the substrate and buffer layers for this technology. During fiscal 2015, we entered into a Joint Development Agreement (“JDA”) and licensed certain of our HTS manufacturing process technology to BASF. Under the JDA, we agreed with BASF to develop a new solutions-based deposition technology for the interface layers of our Amperium wire. Should this development effort be successful, any newly developed intellectual property as a result of the JDA will be owned by BASF, but we will have the right to incorporate this new technology into our manufacturing process on a royalty-free basis. Alternatively, we could purchase HTS wire directly from BASF should they decide to manufacture and sell HTS wire. If alternative processes become more promising in the future, we also expect to seek to develop a proprietary position in these alternative processes.

We have a significant number of patents and patents pending covering applications of HTS wire, such as HTS fault current limiting technology including our fault current limiting cable, HTS rotating machines and ship protection systems. Since the superconductor rotating machine and the fault current limiting cable applications are relatively new, we are building a particularly strong patent position in these areas. At present, we believe we have the world’s broadest and most fundamental patent position in superconductor rotating machines technology. We have also filed a series of patents on our concept for our proprietary fault current limiting technology. However, there can be no assurance that that these patents will be sufficient to assure our freedom of action in these fields without further licensing from others. See Part I, Item 1A, “Risk Factors,” for more information regarding the status of the commercialization of our Amperium wire products.

Trade Secrets

Some of the important technology used in our operations and products is not covered by any patent or patent application owned by or licensed to us. However, we take steps to maintain the confidentiality of this technology by requiring all employees and all consultants to sign confidentiality agreements and by limiting access to confidential information. We cannot provide any assurance that these measures will prevent the unauthorized disclosure or use of that information. For example, see Part I, Item 3, “Legal Proceedings,” for more information regarding legal proceedings that we have filed against Sinovel alleging the illegal use of our intellectual property. In addition, we cannot provide any assurance that others, including our competitors, will not independently develop the same or comparable technology that is one of our trade secrets.

Employees

As of March 31, 2016, we employed 369 persons. None of our employees are represented by a labor union. Retaining our key employees is important for achieving our goals, and we are committed to developing a working environment that motivates and rewards our employees.

Available information

We file reports, proxy statements and other documents with the Securities and Exchange Commission (the “SEC”). You may read and copy any document we file at the SEC Headquarters at Office of Investor Education and Assistance, 100 F Street, NE, Washington, D.C. 20549. You should call 1-800-SEC-0330 for more information on the public reference room. Our SEC filings are also available to you on the SEC’s Internet site at www.sec.gov.

Our internet address is www.amsc.com. We are not including the information contained in our website as part of, or incorporating it by reference into, this document. We make available, free of charge, through our web site our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to these reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act, as soon as reasonably practicable after we electronically file such materials with, or furnish such materials to, the SEC.

We intend to disclose on our website any amendments to, or waivers of, our Code of Business Conduct and Ethics that are required to be disclosed pursuant to the SEC or Nasdaq rules.

Executive officers of the registrant

The table and biographical summaries set forth below contain information with respect to our executive officers as of the date of this filing:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Daniel P. McGahn	44	President, Chief Executive Officer and Director
David A. Henry	54	Executive Vice President, Chief Financial Officer and Treasurer
James F. Maguire	60	Executive Vice President, Operations

Daniel P. McGahn joined us in December 2006 and has been chief executive officer and a member of our board of directors since June 2011. He previously served as president and chief operating officer from December 2009 to June 2011, as senior vice president and general manager of our AMSC Superconductors business unit from April 2008 until December 2009, as vice president of our AMSC Superconductors business unit from March 2007 to April 2008 and as vice president of strategic planning and development from December 2006 to March 2007. From 2003 to 2006, Mr. McGahn served as executive vice president and chief marketing officer of Konarka Technologies. We believe Mr. McGahn's qualifications to sit on our board of directors include his extensive experience with our company, including serving as our president since 2009, experience in the power electronics industry and strategic planning expertise gained while working in senior management as a consultant for other public and private companies.

David A. Henry joined us in July 2007 and has been executive vice president, chief financial officer, and treasurer since May 2014, and previously served as senior vice president, chief financial officer, and treasurer from July 2007 to May 2014. He previously served as chief financial officer of AMIS Holdings, Inc., the parent company of AMI Semiconductor, from April 2004 to July 2007. For the previous seven years, Mr. Henry worked at Fairchild Semiconductor International as vice president finance, worldwide operations from November 2002 to April 2004 and as corporate controller from March 1997 to November 2002. He was appointed vice president, corporate controller at Fairchild Semiconductor International in August 1999.

James F. Maguire joined us in 1997 and has been executive vice president, operations since May 2013 and is responsible for overseeing AMSC's Wind and Grid business units as well as AMSC's global supply chain. He previously served as executive vice president, Gridtec Solutions from August 2011 to May 2013, as senior vice president, projects and engineering, from April 2010 to August 2011 and vice president, superconductor projects, from March 2007 to April 2010. Prior to joining AMSC, Mr. Maguire was founder and president of Applied Engineering Technologies, Ltd., a cryogenics product-based company.

Risks Related to Our Financial Performance

We have a history of operating losses, which may continue in the future. Our operating results may fluctuate significantly from quarter to quarter and may fall below expectations in any particular fiscal quarter.

We have recorded net losses in each of the last three fiscal years, including a net loss of \$23.1 million for the fiscal year ended March 31, 2016, and it is unlikely that we will be profitable in fiscal 2016. We cannot be certain that we will regain profitability in the future.

There is currently substantial uncertainty in our business, which makes it difficult to evaluate our business and future prospects. In addition, our operating results historically have been difficult to predict and have at times fluctuated from quarter to quarter due to a variety of factors, many of which are outside of our control. As a result of all of these factors, comparing our operating results on a period-to-period basis may not be meaningful, and you should not rely on our past results as an indication of our future performance. If our revenue or operating results fall below the expectations of investors or any securities analysts that follow our company in any period, the trading price of our common stock would likely decline.

Our operating expenses do not always vary directly with revenue and may be difficult to adjust in the short term. As a result, if revenue for a particular quarter is below our expectations, we may not be able to proportionately reduce operating expenses for that quarter, and therefore such a revenue shortfall would have a disproportionate effect on our operating results for that quarter.

We have a history of negative operating cash flows, and we may require additional financing in the future, which may not be available to us.

As of March 31, 2016, we had approximately \$40.7 million of cash, cash equivalents, and restricted cash, and during the fiscal year ended March 31, 2016, we used \$4.6 million in cash for our operating activities. We have experienced substantial net losses, including a net loss of \$23.1 million for the fiscal year ended March 31, 2016. From April 1, 2011 through March 31, 2016, our various restructuring activities resulted in a substantial reduction of our global workforce. We plan to continue to closely monitor our expenses and if required, will further reduce operating costs and capital spending to enhance liquidity.

Our liquidity is highly dependent on our ability to profitably grow our revenues, control our operating costs, fund monthly obligations under our term loans (collectively, the "Term Loans") with Hercules Technology Growth Capital, Inc. ("Hercules"), and secure additional financing if required. We may require additional capital to adequately respond to future business challenges or opportunities, including, but not limited to, the need to develop new products or enhance existing products, maintaining or expanding research and development projects, and the need to build inventory or to invest other cash to support business growth. In the event that additional liquidity is required, there can be no assurance that such financing would be available or, if available, that such financing could be obtained upon terms acceptable to us.

We may be required to issue performance bonds or provide letters of credit, which restricts our ability to access any cash used as collateral for the bonds or letters of credit.

While we have been required to provide performance bonds in the form of surety bonds or other forms of security and letters of credit in the past, the size of the bonds and letters of credit was not material. In recent years, we have entered into contracts that require us to post bonds of significant magnitude and some of our suppliers have asked us to provide letters of credit. In many instances, we have been required to deposit cash in escrow accounts as collateral for these instruments, which is unavailable to us for general use for significant periods of time. Should we be unable to obtain performance bonds or letters of credit in the future, significant future potential revenue could become unavailable to us. Further, should our working capital situation deteriorate, we would not be able to access the restricted cash to meet working capital requirements.

Changes in exchange rates could adversely affect our results from operations.

Currency exchange rate fluctuations could have an adverse effect on our revenues and results of operations, and we could experience losses with respect to hedging activities. In fiscal 2015, 85% of our revenues were recognized from sales outside the United States. In addition, approximately 64% of our revenues in fiscal 2015 were derived under sales contracts where prices were denominated in the Euro. Unfavorable currency fluctuations could require us to increase prices to foreign customers, which could result in a lesser number of orders, and therefore lower revenues, from such customers. Alternatively, if we do not adjust the prices for our products in response to unfavorable currency fluctuations, our results of operations could be adversely affected. In addition, most sales made by our foreign subsidiaries are denominated in the currency of the country in which these products are sold, and the currency they receive in payment for such sales could be less valuable at the time of receipt as a result of exchange rate fluctuations. From time to time, we enter into derivative instruments, including forward foreign exchange contracts and currency options to reduce currency exposure arising from intercompany sales of inventory and exposures arising from the sale of products denominated in one currency while costs are denominated in another. However, we cannot be certain that our efforts will be adequate to protect us against significant currency fluctuations or that such efforts will not expose us to additional exchange rate risks.

If we fail to maintain proper and effective internal control over financial reporting, our ability to produce accurate and timely financial statements could be impaired and may lead investors and other users to lose confidence in our financial data.

Maintaining effective internal control over financial reporting is necessary for us to produce reliable financial statements.

We note that a system of procedures and controls, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all systems of procedures and controls, no evaluation can provide absolute assurance that all control issues, including instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and breakdowns can occur because of simple errors or mistakes. Additionally, procedures and controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override. The design of any system of procedures and controls also is based, in part, upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, our systems of procedures and controls, as we further develop and enhance them, may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective system of procedures and controls, misstatements due to errors or fraud may occur and not be detected. Such misstatements could be material and require a restatement of our financial statements.

If we are unable to maintain effective internal controls, we may not have adequate, accurate or timely financial information, and we may be unable to meet our reporting obligations or comply with the requirements of the SEC or the Sarbanes-Oxley Act of 2002, which could result in the imposition of sanctions, including the inability of registered broker dealers to make a market in our common stock, or investigation by regulatory authorities. Any such action or other negative results caused by our inability to meet our reporting requirements or comply with legal and regulatory requirements or by disclosure of an accounting, reporting or control issue could adversely affect the trading price of our securities and our business. Significant deficiencies or material weaknesses in our internal control over financial reporting could also reduce our ability to obtain financing or could increase the cost of any financing we obtain.

Our Term Loans include certain covenants and other events of default. Should we not comply with these covenants or incur an event of default, Hercules may accelerate our payment obligations under our Term Loans, which could have an adverse effect on our liquidity.

Our Term Loans include certain financial and administrative covenants, including a requirement to maintain a minimum unrestricted U.S. cash balance equal to the lower of \$2.0 million or the aggregate outstanding principal balance of the Term Loans. As of March 31, 2016, the minimum threshold was \$2.0 million.

If we fail to stay in compliance with our covenants or suffer some other event of default under the Term Loans, Hercules may accelerate our payment obligations, and we may be required to repay the outstanding principal in cash. Should this occur, our liquidity would be adversely impacted.

Risks Related to Our Operations

A significant portion of our revenues are derived from a single customer.

Our largest customer is Inox in India. Inox accounted for 62% of our total revenues during the fiscal year ended March 31, 2016 and 56% of our revenues during the fiscal year ended March 31, 2015. Revenues from Inox are supported by supply contracts to purchase, and a license to make, use and supply, wind turbine electrical control systems. If Inox cancelled such contracts, or discontinued future purchases from us under the supply contracts, we would likely be unable to replace the related revenues. This would have a material adverse impact on our operating results and financial position.

Our financial condition may have an adverse effect on our customer and supplier relationships.

Our relationships with our customers and suppliers are predicated on the belief that we will continue to operate. Our customers, particularly in the utility industry, are generally risk averse and may not enter into sales contracts with us if there is uncertainty regarding our ability to continue operating through the term of our warranty obligation. This has had and may continue to have an adverse effect on our ability to grow our revenues. In addition, current and future suppliers may be less likely to grant us credit, resulting in a negative impact on our working capital and cash flows.

Our success in addressing the wind energy market is dependent on the manufacturers that license our designs.

Because an important element of our strategy for addressing the wind energy market involves the license of our wind turbine designs to manufacturers of those systems, the financial benefits to us from our products for the wind energy market are dependent on the success of these manufacturers in selling wind turbines based on our designs. We may not be able to enter into marketing or distribution arrangements with third parties on financially acceptable terms, or at all, and third parties may not be successful in selling our products or applications incorporating our products.

Our success is dependent upon attracting and retaining qualified personnel and our inability to do so could significantly damage our business and prospects.

We have attracted a highly skilled management team and specialized workforce, including scientists, engineers, researchers, manufacturing, marketing and sales professionals. If we were to lose the services of any of our executive officers or key employees, our business could be materially and adversely impacted.

Hiring and retaining good personnel for our business is challenging, and highly qualified technical personnel are likely to remain a limited resource for the foreseeable future despite current economic conditions and high unemployment levels. We may not be able to hire the necessary personnel to implement our business strategy. In addition, we may need to provide higher compensation or more training to our personnel than we currently anticipate. Moreover, any officer or employee can terminate his or her relationship with us at any time.

Over the past several years, we have substantially reduced our global workforce in order to lower expenses, reorganize our global operations, and streamline various functions of the business, to match the demand for our products. Employee retention may be a particularly challenging issue following reductions in workforce and organizational changes since we also must continue to motivate employees and keep them focused on our strategies and goals. If we lose any key personnel, we may not be able to find qualified individuals to replace them, and our business, results of operations and financial condition could be materially adversely affected.

We may not realize all of the sales expected from our backlog of orders and contracts.

We cannot assure you that we will realize the revenue we expect to generate from our backlog in the periods we expect to realize such revenue, or at all.

In addition, the backlog of orders, if realized, may not result in profitable revenue. Backlog represents the value of contracts and purchase orders received for which delivery is expected in the next twelve months. Our customers have the right under some circumstances and with some penalties or consequences to terminate, reduce or defer firm orders that we have in backlog. In addition, our government contracts are subject to the risks described below. If our customers terminate, reduce or defer firm orders, we may be protected from certain costs and losses, but our sales will nevertheless be adversely affected and we may not generate the revenue we expect.

Although we strive to maintain ongoing relationships with our customers, there is an ongoing risk that they may cancel orders or reschedule orders due to fluctuations in their business needs or purchasing budgets.

Our business and operations would be adversely impacted in the event of a failure or security breach of our information technology infrastructure.

We rely upon the capacity, reliability, and security of our information technology hardware and software infrastructure and our ability to expand and update this infrastructure in response to our changing needs. We are constantly updating our information technology infrastructure. Any failure to manage, expand, and update our information technology infrastructure or any failure in the operation of this infrastructure could harm our business.

Despite our implementation of security measures, our systems are vulnerable to damages from computer viruses, natural disasters, unauthorized access and other similar disruptions. Our business is also subject to break-ins, sabotage, and intentional acts of vandalism by third parties as well as employees. Our business activities in China may increase our risks to such breaches. For example, a former employee of our Austrian subsidiary pled guilty in September 2011 to charges of economic espionage and fraudulent manipulation of data. The evidence presented during the trial showed that this former employee was contracted by Sinovel through an intermediary while employed by us and improperly obtained and transferred to Sinovel portions of our wind turbine control software source code developed for Sinovel's 1.5MW wind turbines. Moreover, the evidence shows that this former employee illegally used source code to develop, for Sinovel, a software modification to circumvent the encryption and remove technical protection measures on the PM3000 power converters in 1.5MW wind turbines in the field. Any system failure, accident, or security breach could result in disruptions to our operations. To the extent that any disruption or security breach results in a loss or damage to our data, or inappropriate disclosure of confidential information, it could harm our business. In addition, we may be required to incur significant costs to protect against damage caused by these disruptions or security breaches in the future.

We may have manufacturing quality issues at our manufacturing facility in Romania, which would negatively affect our revenues and financial position.

We have leased a manufacturing facility in Timisoara, Romania, where we manufacture wind turbine electrical control systems for all other markets apart from the Chinese market. If we experience delays or increased costs, cannot produce a high quality product, are unable to hire and to retain a sufficient number of qualified personnel, or other unforeseen events occur, our business, financial condition and results of operations could be adversely affected.

We rely upon third-party suppliers for the components and subassemblies of many of our Wind and Grid products, making us vulnerable to supply shortages and price fluctuations, which could harm our business.

Many of our components and subassemblies are currently manufactured for us by a limited number of qualified suppliers. Any interruption in the supply of components or subassemblies, or our inability to obtain substitute components or subassemblies from alternate sources at acceptable prices in a timely manner, could impair our ability to meet the demand of our customers, which would have an adverse effect on our business and operating results.

We are producing certain Wind products in our manufacturing facilities in China and Romania. In order to minimize costs and time to market, we have and will continue to identify local suppliers that meet our quality standards to produce certain of our subassemblies and components. These efforts may not be successful. In addition, any event which negatively impacts our supply, including, among others, wars, terrorist activities, natural disasters and outbreaks of infectious disease, could delay or suspend shipments of products or the release of new products or could result in the delivery of inferior products. Our revenues from the affected products would decline or we could incur losses until such time as we are able to restore our production processes or put in place alternative contract manufacturers or suppliers. Even though we carry business interruption insurance policies, we may suffer losses as a result of business interruptions that exceed the coverage available under our insurance policies.

Many of our revenue opportunities are dependent upon subcontractors and other business collaborators.

Many of the revenue opportunities for our business involve projects, such as the installation of superconductor cables in power grids and electrical system hardware in wind turbines, in which we collaborate with other companies, including suppliers of cryogenic systems, manufacturers of electric power cables and manufacturers of wind turbines. As a result, most of our current and planned revenue-generating projects involve business collaborators on whose performance our revenue is dependent. If these business collaborators fail to deliver their products or perform their obligations on a timely basis or fail to generate sufficient demand for the systems they manufacture, our revenue from the project may be delayed or decreased, and we may not be successful in selling our products.

If we fail to implement our business strategy successfully, our financial performance could be harmed.

Our future financial performance and success are dependent in large part upon our ability to implement our business strategy successfully. Our business strategy envisions several initiatives, including driving revenue growth and enhancing operating results by increasing customer adoption of our products by targeting high-growth segments with commercial products, pursuing overseas markets, anticipating customer needs in the development of system-level solutions, strengthening our technology leadership while lowering cost and pursuing targeted strategic alliances. We may not be able to implement our business strategy successfully or achieve the anticipated benefits of our business plan. If we are unable to do so, our long-term growth and profitability may be adversely affected. Even if we are able to implement some or all of the initiatives of our business plan successfully, our operating results may not improve to the extent we anticipate, or at all. In addition, to the extent we have misjudged the nature and extent of industry trends or our competition, we may have difficulty in achieving our strategic objectives. Any failure to implement our business strategy successfully may adversely affect our business, financial condition and results of operations. In addition, we may decide to alter or discontinue certain aspects of our business strategy at any time.

Our ability to implement our business strategy could also be affected by a number of factors beyond our control, such as increased competition, legal developments, government regulation, general economic conditions, or increased operating costs or expenses.

Problems with product quality or product performance may cause us to incur warranty expenses and may damage our market reputation and prevent us from achieving increased sales and market share.

Consistent with customary practice in our industry, we warrant our products and/or services to be free from defects in material and workmanship under normal use and service. We generally provide a one- to three-year warranty on our products, commencing upon installation. A provision is recorded upon revenue recognition to cost of revenues for estimated warranty expense based on historical experience. The possibility of future product failures or issues related to services we provided could cause us to incur substantial expenses to repair or replace defective products or re-perform such services. Furthermore, widespread product failures may damage our market reputation and reduce our market share and cause sales to decline.

Our contracts with the U.S. government are subject to audit, modification or termination by the U.S. government and include certain other provisions in favor of the government. The continued funding of such contracts remains subject to annual congressional appropriation, which, if not approved, could reduce our revenue and lower or eliminate our profit.

As a company that contracts with the U.S. government, we are subject to financial audits and other reviews by the U.S. government of our costs and performance, accounting, and general business practices relating to these contracts. Based on the results of these audits, the U.S. government may adjust our contract-related costs and fees. We cannot be certain that adjustments arising from government audits and reviews would not have a material adverse effect on our results of operations.

Our U.S. government contracts customarily contain other provisions that give the government substantial rights and remedies, many of which are not typically found in commercial contracts, including provisions that allow the government to:

- obtain certain rights to the intellectual property that we develop under the contract;
- decline to award future contracts if actual or apparent organizational conflicts of interest are discovered, or to impose organizational conflict mitigation measures as a condition of eligibility for an award;
- suspend or debar us from doing business with the government or a specific government agency; and
- pursue criminal or civil remedies under the False Claims Act, False Statements Act and similar remedy provisions unique to government contracting.

All of our U.S. government contracts can be terminated by the U.S. government for its convenience, including our contract with the Department of Homeland Security (“DHS”) to deploy our REG system in Commonwealth Edison’s (“ComEd”) electric grid in Chicago, Illinois (“Project REG”). Moving to the manufacturing and construction stage of Project REG is dependent upon both DHS and ComEd agreeing to proceed following the successful completion of a detailed deployment plan. We can provide no assurance that DHS and ComEd will agree to proceed with the project. Termination-for-convenience provisions typically provide only for our recovery of costs incurred or committed, and for settlement of expenses and profit on work completed prior to termination. In addition to the right of the U.S. government to terminate its contracts with us, U.S. government contracts are conditioned upon the continuing approval by the U.S. Congress of the necessary spending to honor such contracts. Congress often appropriates funds for a program on a fiscal-year basis even though contract performance may take more than one year. Consequently, at the beginning of many major governmental programs, contracts often may not be fully funded, and additional monies are then committed to the contract only if, as and when appropriations are made by the U.S. Congress for future fiscal years.

We cannot be certain that our U.S. government contracts, including our contract for Project REG, will not be terminated or suspended in the future. The U.S. government's termination of, or failure to fully fund, one or more of our contracts would have a negative impact on our operating results and financial condition. Further, in the event that any of our government contracts are terminated for cause, it could affect our ability to obtain future government contracts which could, in turn, seriously harm our ability to develop our technologies and products.

Many of our customers outside of the United States, particularly in China, are either directly or indirectly, related to governmental entities, and we could be adversely affected by violations of the United States Foreign Corrupt Practices Act and similar worldwide anti-bribery laws outside the United States.

The U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws in non-U.S. jurisdictions generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. Many of our customers outside of the United States are, either directly or indirectly, related to governmental entities and are therefore subject to such anti-bribery laws. Our policies mandate compliance with these anti-bribery laws. We operate in many parts of the world that have experienced governmental corruption to some degree, and in certain circumstances strict compliance with anti-bribery laws may conflict with local customs and practices. Our internal control policies and procedures may not always protect us from reckless or criminal acts committed by our employees or agents. Violations of these laws, or allegations of such violations, could disrupt our business and result in a material adverse effect on our business, results of operations and financial condition.

We have had limited success marketing and selling our superconductor products and system-level solutions, and our failure to more broadly market and sell our products and solutions could lower our revenue and cash flow.

To date, we have had limited success marketing and selling our superconductor products and system-level solutions, and there are few people who have significant experience marketing or selling superconductor products and system-level solutions. Once our products and solutions are ready for widespread commercial use, we will have to develop a marketing and sales organization that will effectively demonstrate the advantages of our products over both more traditional products and competing superconductor products or other technologies. We may not be successful in our efforts to market this technology and we may not be able to establish an effective sales and distribution organization.

We may decide to enter into arrangements with third parties for the marketing or distribution of our products, including arrangements in which our products, such as Amperium wire, are included as a component of a larger product, such as a power cable system. By entering into marketing and sales alliances, the financial benefits to us of commercializing our products will be dependent on the efforts of others.

We may acquire additional complementary businesses or technologies, which may require us to incur substantial costs for which we may never realize the anticipated benefits.

Our prior acquisitions required substantial integration and management efforts. As a result of any acquisition we pursue, management's attention and resources may be diverted from our other businesses. An acquisition may also involve the payment of a significant purchase price, which could reduce our cash position or dilute our stockholders, and require significant transaction-related expenses.

Achieving the benefits of any acquisition involves additional risks, including:

- difficulty assimilating acquired operations, technologies and personnel;
- inability to retain management and other key personnel of the acquired business;
- changes in management or other key personnel that may harm relationships with the acquired business's customers and employees;
- unforeseen liabilities of the acquired business;
- diversion of management's and employees' attention from other business matters as a result of the integration process;
- mistaken assumptions about volumes, revenue and costs, including synergies;
- limitations on rights to indemnity from the seller;
- mistaken assumptions about the overall costs of equity or debt used to finance the acquisition; and
- unforeseen difficulties operating in new product areas, with new customers, or in new geographic areas.

We cannot provide any assurance that we will realize any of the anticipated benefits of any acquisition, and if we fail to realize these anticipated benefits, our operating performance could suffer.

Risks Related to Our Markets

Our success depends upon the commercial use of high temperature superconductor (“HTS”) products, which is currently limited, and a widespread commercial market for our products may not develop.

To date, there has been no widespread commercial use of HTS products. Even if the technological hurdles currently limiting commercial uses of HTS products are overcome, it is uncertain whether a robust commercial market for those new and unproven products will ever develop. To date, many projects to install superconductor cables and products in power grids have been funded or subsidized by the governmental authorities. If this funding is curtailed, grid operators may not continue to use superconductor cables and products in their projects.

In addition, we believe in-grid demonstrations of superconductor power cables are necessary to convince utilities and power grid operators of the benefits of this technology. Even if a project is funded, completion of projects can be delayed as a result of other factors.

It is possible that the market demands we currently anticipate for our HTS products will not develop and that they will never achieve widespread commercial acceptance. In such event, we would not be able to implement our strategy, and our profits could be reduced or eliminated. Even if a commercial market for our HTS products were to develop, commercial terms requested by utilities and power grid operators relating to bonding requirements, limitations of liability, warranty periods, or other contractual provisions, may not be acceptable to us, which could impede our ability to enter into contractual arrangements for the sale of our HTS products.

Growth of the wind energy market depends largely on the availability and size of government subsidies and economic incentives.

At present, the cost of wind energy exceeds the cost of conventional power generation in many locations around the world. Various governments have used different policy initiatives to encourage or accelerate the development and adoption of wind energy and other renewable energy sources. Renewable energy policies are in place in the European Union, certain countries in Asia, including India, China, Japan and South Korea, and many of the states in Australia and the United States. Examples of government-sponsored financial incentives include capital cost rebates, feed-in tariffs, tax credits, net metering and other incentives to end-users, distributors, system integrators and manufacturers of wind energy products to promote the use of wind energy and to reduce dependency on other forms of energy. Governments may decide to reduce or eliminate these economic incentives for political, financial or other reasons. Reductions in, or eliminations of, government subsidies and economic incentives before the wind energy industry reaches a sufficient scale to be cost-effective in a non-subsidized marketplace could reduce demand for our products and adversely affect our business prospects and results of operations.

We have operations in and depend on sales in emerging markets, including India and China, and global conditions could negatively affect our operating results or limit our ability to expand our operations outside of these countries. Changes in India’s or China’s political, social, regulatory and economic environment may affect our financial performance.

We have operations in India and China and, in recent years, a significant portion of our total revenues has been derived from customers in these markets. Our financial performance depends upon our ability to carry on our operations and market our products in these countries, as well as other emerging markets around the world. We are, and will continue to be, subject to financial, political, economic and business risks in connection with our operations and sales in these emerging markets. In addition to the business risks inherent in developing and servicing these markets, economic conditions may be more volatile, legal and regulatory systems less developed and predictable, and the possibility of various types of adverse governmental action more pronounced in emerging markets. In addition, inflation, fluctuations in currency and interest rates, competitive factors, civil unrest and labor problems could affect our revenues, expenses and results of operations. Our operations could also be adversely affected by acts of war, terrorism or the threat of any of these events as well as government actions such as controls on imports, exports and prices, tariffs, new forms of taxation, or changes in fiscal regimes and increased government regulation in the countries in which we operate or service customers. Unexpected or uncontrollable events or circumstances in any of these markets could have a material adverse effect on our financial results and cash flows.

Our financial performance could be affected by the political and social environment in India. In recent years, India has experienced civil unrest and terrorism and has been involved in conflicts with neighboring countries. The potential for hostilities between India and Pakistan has been high in light of tensions related to recent terrorist incidents in India and the unsettled nature of the regional geopolitical environment, including events in and related to Afghanistan and Iraq.

With respect to our activities in all emerging markets, we may be impacted by issues with managing foreign sales operations, including long payment cycles, potential difficulties in accounts receivable collection and, especially from significant customers, fluctuations in the timing and amount of orders. The adverse effect of any of these issues on our business could be increased due to the concentration of our business with a small number of customers. For instance, the Chinese government has, in the past, restricted lending from banks to companies in China as a means to fight inflation, resulting in a limitation of access to credit. Problems with collections from, or sales to, any one of those customers could reduce our revenue and harm our financial performance. Operations in foreign countries also expose us to risks relating to difficulties in enforcing our proprietary rights, currency fluctuations and adverse or deteriorating economic conditions. If we experience problems with obtaining registrations, compliance with foreign country or applicable U.S. laws, or if we experience difficulties in payments or intellectual property matters in foreign jurisdictions, or if significant political, economic or regulatory changes occur, our results of operations would be adversely affected.

Our products face intense competition, which could limit our ability to acquire or retain customers.

The markets for our products are intensely competitive and many of our competitors have substantially greater financial resources, research and development, manufacturing and marketing capabilities than we do. In addition, as our target markets develop, other large industrial companies may enter these fields and compete with us.

Our Wind business faces competition for the supply of wind turbine engineering design services from design engineering firms such as GL Garrad Hassan, and from licensors of wind turbine systems such as Aerodyn.

Our Wind business also faces competition from companies offering power electronic converters for use in applications for which we expect to sell our PowerModule products. These companies include ABB, Hopewind, Semikron, Shinergy, Vacon and Xantrex (a subsidiary of Schneider Electric).

Finally, our Wind business faces competition from companies offering wind turbine electrical system components, including ABB, Ingeteam, Mita-Teknik, and Woodward. We also face indirect competition in the wind energy market from global manufacturers of wind energy systems, such as Gamesa, General Electric, Suzlon and Vestas.

Our Grid business faces competition from companies offering FACTS systems similar to our D-VAR products. These include SVCs from ABB, General Electric, AREVA, Mitsubishi Electric and Siemens; adaptive VAR compensators and STATCOMs produced by ABB, Siemens, and S&C Electric; dynamic voltage restorers produced by companies such as ABB and S&C Electric; and flywheels and battery-based UPS systems offered by various companies around the world.

Our Grid business also faces competition both from suppliers of traditional wires made from materials such as copper and from companies who are developing HTS wires.

Finally, our Grid business faces competition for our Amperium wire from a number of companies in the United States and abroad who are developing 2G HTS wire technology. These include Superconductor Technologies and Superpower (a subsidiary of Furukawa) in the United States; Fujikura, and Sumitomo in Japan; SuNAM in South Korea; BASF in Europe; Innova and Shanghai Creative Superconductor in China; and SuperOx in Russia. With our HTS-based REG product, we are offering a new approach that provides alternatives to utilities for power system design. Therefore, we believe that we compete with traditional approaches such as new full-sized substations, overhead and underground transmission, and urban power transformers.

We believe we are currently the only company that can offer HTS-based SPS that have been fully qualified for use aboard Navy surface combatants. Therefore, the primary competition for our SPS products is currently coming from defense contractors that provide the copper-based systems that our lighter, more efficient HTS versions have been developed to replace. Companies such as L3, Excelis, Raytheon and Textron have the bulk of the copper-based business today. However, over time, as the HTS-based SPS proliferate to the fleet, companies that have the capability to manufacture and/or package HTS wire into robust, turn-key systems will most likely attempt to duplicate our products and thus additional competition is expected from more traditional HTS competitors such as those listed above.

As the HTS wire, superconductor electric motors and generators, and power electronic systems markets develop, other large industrial companies may enter those fields and compete with us. If we are unable to compete successfully, it may harm our business, which in turn may limit our ability to acquire or retain customers.

Our international operations are subject to risks that we do not face in the United States, which could have an adverse effect on our operating results.

In recent years, a substantial majority of our consolidated revenues were recognized from customers outside of the United States. For example, 85% of our revenues in fiscal 2015 and 86% of our revenues in fiscal 2014 were recognized from sales outside the United States. Our international operations are subject to a variety of risks that we do not face in the United States, including:

- potentially longer payment cycles for sales in foreign countries and difficulties in collecting accounts receivable;
- difficulties in staffing and managing our foreign offices and the increased travel, infrastructure and legal compliance costs associated with multiple international locations;
- additional withholding taxes or other taxes on our foreign income and repatriated cash, and tariffs or other restrictions on foreign trade or investment, including export duties and quotas, trade and employment restrictions;
- imposition of, or unexpected adverse changes in, foreign laws or regulatory requirements;
- increased exposure to foreign currency exchange rate risk;
- reduced protection for intellectual property rights in some countries; and
- political unrest, war or acts of terrorism.

Our overall success in international markets depends, in part, upon our ability to succeed in differing legal, regulatory, economic, social and political conditions. We may not be successful in developing and implementing policies and strategies that will be effective in managing these risks in each country where we do business or conduct operations. Our failure to manage these risks successfully could harm our international operations and reduce our international sales, thus lowering our total revenue and reducing or eliminating our profits.

Adverse changes in domestic and global economic conditions could adversely affect our operating results.

We have become increasingly subject to the risks arising from adverse changes in domestic and global economic conditions. In recent years, the state of both the domestic and global economies has been uncertain due to the difficulty in obtaining credit, weak economic recovery, and financial market volatility. Adverse credit conditions in the future could have a negative impact on our ability to execute on future strategic activities. In addition, if credit is difficult to obtain in the future, some customers may delay or reduce purchases. This could result in reductions in sales of our products, longer sales cycles, slower adoption of new technologies, increased accounts receivable and inventory write-offs and increased price competition. Any of these events would likely harm our business, results of operations and financial condition.

Risks Related to Our Technologies

We may be unable to adequately prevent disclosure of trade secrets and other proprietary information.

We rely on trade secrets to protect our proprietary technologies, especially where we do not believe patent protection is appropriate or obtainable. However, trade secrets are difficult to protect. We rely, in part, on confidentiality agreements with our employees, contractors, consultants, outside scientific collaborators and other advisors to protect our trade secrets and other proprietary information. These agreements may not effectively prevent disclosure of confidential information and may not provide an adequate remedy in the event of unauthorized disclosure of confidential information. In addition, others may independently discover our trade secrets or independently develop processes or products that are similar or identical to our trade secrets and courts outside the United States may be less willing to protect trade secrets. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain trade secret protection could adversely affect our competitive business position.

For example, based, in part, upon evidence obtained through an internal investigation and a criminal investigation conducted by Austrian authorities regarding the actions of a former employee of our Austrian subsidiary, we believe that Sinovel illegally obtained and used our intellectual property in violation of civil and criminal intellectual property laws. In July 2011, a former employee of our Austrian subsidiary was arrested in Austria on charges of economic espionage and fraudulent manipulation of data. In September 2011, the former employee pled guilty to the charges, and was imprisoned. On September 13, 2011, we commenced a series of legal actions in China against Sinovel and other parties alleging the illegal use of our intellectual property. We cannot provide any assurance as to the outcome of these legal actions. This or future litigation with Sinovel could result in substantial costs and divert management's attention and resources, which could have an adverse effect on our business, operating results and financial condition. In addition, such proceedings may make it more difficult to finance our operations. If we are unsuccessful in this litigation and fail to maintain adequate protection of this intellectual property, our competitive business position would be adversely affected. For more information about these legal proceedings, see Part I, Item 3, "Legal Proceedings."

Our patents may not provide meaningful protection for our technology, which could result in us losing some or all of our market position.

We own or have licensing rights under many patents and pending patent applications. However, the patents that we own or license may not provide us with meaningful protection of our technologies and may not prevent our competitors from using similar technologies, for a variety of reasons, such as:

- the patent applications that we or our licensors file may not result in patents being issued;
- any patents issued may be challenged by third parties; and
- others may independently develop similar technologies not protected by our patents or design around the patented aspects of any technologies we develop.

Moreover, we could incur substantial litigation costs in defending the validity of or enforcing our own patents. We also rely on trade secrets and proprietary know-how to protect our intellectual property. However, our non-disclosure agreements and other safeguards may not provide meaningful protection for our trade secrets and other proprietary information. If the patents that we own or license or our trade secrets and proprietary know-how fail to protect our technologies, our market position may be adversely affected.

There are a number of technological challenges that must be successfully addressed before our superconductor products can gain widespread commercial acceptance, and our inability to address such technological challenges could adversely affect our ability to acquire customers for our products.

Many of our superconductor products are in the early stages of commercialization, while others are still under development. There are a number of technological challenges that we must successfully address to complete our development and commercialization efforts for superconductor products. We will also need to improve the performance and reduce the cost of our Amperium wire to expand the number of commercial applications for it. We may be unable to meet such technological challenges or to sufficiently improve the performance and reduce the costs of our Amperium wire. Delays in development, as a result of technological challenges or other factors, may result in the introduction or commercial acceptance of our superconductor products later than anticipated.

Third parties have or may acquire patents that cover the materials, processes and technologies we use or may use in the future to manufacture our Amperium products, and our success depends on our ability to license such patents or other proprietary rights.

We expect that some or all of the HTS materials, processes and technologies we use in designing and manufacturing our products are or will become covered by patents issued to other parties, including our competitors. The owners of these patents may refuse to grant licenses to us, or may be willing to do so only on terms that we find commercially unreasonable. If we are unable to obtain these licenses, we may have to contest the validity or scope of those patents or re-engineer our products to avoid infringement claims by the owners of these patents. It is possible that we will not be successful in contesting the validity or scope of a patent, or that we will not prevail in a patent infringement claim brought against us. Even if we are successful in such a proceeding, we could incur substantial costs and diversion of management resources in prosecuting or defending such a proceeding.

Our technology and products could infringe intellectual property rights of others, which may require costly litigation and, if we are not successful, could cause us to pay substantial damages and disrupt our business.

In recent years, there has been significant litigation involving patents and other intellectual property rights in many technology-related industries. There may be patents or patent applications in the United States or other countries that are pertinent to our products or business of which we are not aware. The technology that we incorporate into and use to develop and manufacture our current and future products, including the technologies we license, may be subject to claims that they infringe the patents or proprietary rights of others. The success of our business will also depend on our ability to develop new technologies without infringing or misappropriating the proprietary rights of others. Third parties may allege that we infringe patents, trademarks or copyrights, or that we misappropriated trade secrets. These allegations could result in significant costs and diversion of the attention of management. If a successful claim were brought against us and we are found to infringe a third party's intellectual property rights, we could be required to pay substantial damages, including treble damages if it is determined that we have willfully infringed such rights, or be enjoined from using the technology deemed to be infringing, or using, making or selling products deemed to be infringing. If we have supplied infringing products or technology to third parties, we may be obligated to indemnify these third parties for damages they may be required to pay to the patent holder and for any losses they may sustain as a result of the infringement. In addition, we may need to attempt to license the intellectual property right from such third party or spend time and money to design around or avoid the intellectual property. Any such license may not be available on reasonable terms, or at all. An adverse determination may subject us to significant liabilities and/or disrupt our business.

Risks Related to Our Legal Matters

We have filed a demand for arbitration and other lawsuits against our former largest customer, Sinovel, regarding amounts we contend are overdue. We cannot be certain as to the outcome of these proceedings.

On March 31, 2011, Sinovel refused to accept contracted scheduled shipments with a revenue value of approximately \$65.2 million. In addition, as of March 31, 2011, we had approximately \$62.0 million of receivables (excluding value-added tax) outstanding from Sinovel. We have not received payment from Sinovel for these outstanding receivables that are now past due, nor have we been notified as to when, if ever, they will accept contracted shipments that were scheduled for delivery after March 31, 2011. No payment has been received from Sinovel since early March 2011. Because Sinovel did not give us notice that it intended to delay deliveries as required under the contracts, we believe that these actions constitute material breaches of our contracts. Additionally, we believe that Sinovel illegally obtained and used our intellectual property in violation of civil and criminal intellectual property laws.

On September 13, 2011, we filed a claim for arbitration against Sinovel in Beijing, China to compel Sinovel to pay us for past product shipments and to accept all contracted but not yet delivered core electrical components and spare parts under all existing contracts with us. In addition, we have filed civil complaints in China against Sinovel alleging the illegal use of our intellectual property. Sinovel has filed counterclaims against us with the Beijing Arbitration Commission for breach of the same contracts under which we filed our original arbitration claim. Sinovel claims, among other things, that the goods supplied by us do not conform to the standards specified in the contracts and has claimed net damages in the amount of approximately 1.2 billion Chinese yuan (“RMB”) (approximately \$190.0 million). Sinovel also filed a claim with the Beijing Arbitration Commission against us for breach of the same contracts under which we filed our original arbitration claim. Sinovel claimed, among other things, that the goods supplied by us do not conform to the standards specified in the contracts and claimed damages in the amount of approximately RMB 105.0 million (approximately \$17.0 million). As the legal proceedings continue, we and Sinovel may identify additional amounts in dispute. We cannot provide any assurance as to the outcome of these legal actions or that, if we prevail, we ultimately will be able to collect any amounts awarded. Moreover, these legal proceedings could result in the incurrence of significant legal and related expenses, which may not be recoverable depending on the outcome of the litigation. An award by the arbitration panel or court in favor of Sinovel and/or the incurrence of significant legal fees that are not recoverable could adversely impact our operating results. For more information about these legal proceedings, see Part I, Item 3, “Legal Proceedings.”

In April 2016, we were notified that our income tax filings in China were to be examined for the 2013 and 2014 calendar years. The income tax filings in these years include carried-forward tax positions related to the aforementioned events in 2011. These positions include, but are not limited to, the continuing requirement to repay liabilities to other AMSC legal entities for the purchase of raw materials and other components incorporated into the goods sold to Sinovel, which are not able to be repaid by our subsidiary in China until it is paid the past-due amounts owed by Sinovel. While we believe our tax positions are appropriate, there can be no assurance that the Tax Authority in China will not challenge these positions in a manner that would result in an adverse ruling against us, which could result in a disruption to our operations in China, and could have an adverse effect on our business and results of operations.

We have been named as a party in various legal proceedings, and we may be named in additional litigation, all of which will require significant management time and attention, result in significant legal expenses and may result in an unfavorable outcome, which could have a material adverse effect on our business, operating results and financial condition.

We are and may become subject to various legal proceedings and claims that arise in or outside the ordinary course of business. Certain current lawsuits and pending proceedings are described under Part I, Item 3. “Legal Proceedings.”

The results of these lawsuits and future legal proceedings cannot be predicted with certainty. Also, our insurance coverage may be insufficient, our assets may be insufficient to cover any amounts that exceed our insurance coverage, and we may have to pay damage awards or otherwise may enter into settlement arrangements in connection with such claims. Any such payments or settlement arrangements in current or future litigation could have a material adverse effect on our business, operating results or financial condition. Even if the plaintiffs’ claims are not successful, current future litigation could result in substantial costs and significantly and adversely impact our reputation and divert management’s attention and resources, which could have a material adverse effect on our business, operating results or financial condition. In addition, such lawsuits may make it more difficult to finance our operations.

Risks Related to Our Common Stock

Our common stock has experienced, and may continue to experience, significant market price and volume fluctuations, which may prevent our stockholders from selling our common stock at a profit and could lead to costly litigation against us that could divert our management's attention.

The market price of our common stock has historically experienced significant volatility and may continue to experience such volatility in the future. Factors such as our financial performance, liquidity requirements, technological achievements by us and our competitors, the establishment of development or strategic relationships with other companies, strategic acquisitions, new customer orders and contracts, and our introduction of commercial products may have a significant effect on the market price of our common stock. The stock market in general, and the stock of high technology companies, in particular, have, in recent years, experienced extreme price and volume fluctuations, which are often unrelated to the performance or condition of particular companies. Such broad market fluctuations could adversely affect the market price of our common stock. Due to these factors, the price of our common stock may decline and investors may be unable to resell their shares of our common stock for a profit. Following periods of volatility in the market price of a particular company's securities, securities class action litigation has often been brought against that company. In the past, we have been subject to a number of class action lawsuits which were filed against us on behalf of certain purchasers of our common stock. If we become subject to additional litigation of this kind in the future, it could result in additional substantial litigation costs, a damages award against us and the further diversion of our management's attention.

Item 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

Item 2. PROPERTIES

Our corporate headquarters, FACTS manufacturing and Amperium wire manufacturing operations are located in a 355,000-square-foot facility owned by us and located in Devens, Massachusetts.

We also occupy leased facilities located in New Berlin, Wisconsin; Suzhou, China; Klagenfurt, Austria; and Timisoara, Romania with a combined total of approximately 183,000 square feet of space. These leases have varying expiration dates through March 2021 which can generally be terminated at our request after a six month advance notice. Our other locations focus primarily on applications engineering, sales and/or field service and do not have significant leases or physical presence. We believe all of these facilities are well-maintained and suitable for their intended uses.

The following table summarizes information regarding our significant leased and owned properties, as of March 31, 2016:

Location	Supporting	Square footage	Owned/Leased
United States			
Devens, Massachusetts	Corporate & Grid Segment	355,000	Owned
New Berlin, Wisconsin	Wind & Grid Segments	50,000	Leased
China			
Suzhou & Beijing	Wind Segment	39,000	Leased
Austria			
Klagenfurt	Wind Segment	32,000	Leased
Romania			
Timisoara	Wind Segment	62,000	Leased

Item 3. LEGAL PROCEEDINGS

On September 13, 2011, we commenced a series of legal actions in China against Sinovel. Our Chinese subsidiary, Suzhou AMSC Superconductor Co. Ltd., filed a claim for arbitration with the Beijing Arbitration Commission in accordance with the terms of our supply contracts with Sinovel. The case is captioned (2011) Jing Zhong An Zi No. 0963. On March 31, 2011, Sinovel refused to accept contracted shipments of 1.5 MW and 3 MW wind turbine core electrical components and spare parts that we were prepared to deliver. We allege that these actions constitute material breaches of our contracts because Sinovel did not give us notice that it intended to delay deliveries as required under the contracts. Moreover, we allege that Sinovel has refused to pay past due amounts for prior shipments of core electrical components and spare parts. We are seeking compensation for past product shipments and retention (including interest) in the amount of approximately RMB 485 million (approximately \$76 million) due to Sinovel's breaches of our contracts. We are also seeking specific performance of our existing contracts as well as reimbursement of all costs and reasonable expenses with respect to the arbitration. The value of the undelivered components under the existing contracts, including the deliveries refused by Sinovel in March 2011, amounts to approximately RMB 4.6 billion (approximately \$720 million).

On October 8, 2011, Sinovel filed with the Beijing Arbitration Commission an application under the caption *(2011) Jing Zhong An Zi No. 0963*, for a counterclaim against us for breach of the same contracts under which we filed our original arbitration claim. Sinovel claimed, among other things, that the goods supplied by us do not conform to the standards specified in the contracts and claimed damages in the amount of approximately RMB 370 million (approximately \$58 million). On October 17, 2011, Sinovel filed with the Beijing Arbitration Commission a request for change of counterclaim to increase its damage claim to approximately RMB 1 billion (approximately \$157 million). On December 22, 2011, Sinovel filed with the Beijing Arbitration Commission an additional request for change of counterclaim to increase its damages claim to approximately RMB 1.2 billion (approximately \$190 million). On February 27, 2012, Sinovel filed with the Beijing Arbitration Commission an application under the caption *(2012) Jing Zhong An Zi No. 0157*, against us for breach of the same contracts under which we filed our original arbitration claim. Sinovel claimed, among other things, that the goods supplied by us do not conform to the standards specified in the contracts and claimed damages in the amount of approximately RMB 105 million (approximately \$17 million). We believe that Sinovel's claims are without merit and we intend to defend these actions vigorously. Since the proceedings in this matter are still in the early technical review phase, we cannot reasonably estimate possible losses or range of losses at this time.

We also submitted a civil action application to the Beijing No. 1 Intermediate People's Court under the caption *(2011) Yi Zhong Min Chu Zi No. 15524*, against Sinovel for software copyright infringement on September 13, 2011. The application alleges Sinovel's unauthorized use of portions of our wind turbine control software source code developed for Sinovel's 1.5MW wind turbines and the binary code, or upper layer, of our software for the PM3000 power converters in 1.5MW wind turbines. In July 2011, a former employee of our Austrian subsidiary was arrested in Austria on charges of economic espionage and fraudulent manipulation of data. In September 2011, the former employee pled guilty to the charges, and was imprisoned. As a result of our internal investigation and a criminal investigation conducted by Austrian authorities, we believe that this former employee was contracted by Sinovel through an intermediary while employed by us and improperly obtained and transferred to Sinovel portions of our wind turbine control software source code developed for Sinovel's 1.5MW wind turbines. Moreover, we believe the former employee illegally used source code to develop for Sinovel a software modification to circumvent the encryption and remove technical protection measures on the PM3000 power converters in 1.5MW wind turbines in the field. We are seeking a cease and desist order with respect to the unauthorized copying, installation and use of our software, monetary damages of approximately RMB 38 million (\$6 million) for our economic losses and reimbursement of all costs and reasonable expenses. The Beijing No. 1 Intermediate People's Court accepted the case, which was necessary in order for the case to proceed. On September 15, 2014, the Beijing No. 1 Intermediate People's Court held its first substantive hearing in the Beijing case. At the hearing, the parties presented evidence, reviewed claims, and answered questions from the court. On April 24, 2015, we received notification from the Beijing No. 1 Intermediate People's Court that it dismissed the case for what it cited was a lack of evidence. On May 6, 2015, we filed an appeal of the Beijing No. 1 Intermediate People's Court decision to dismiss the case with the Beijing Higher People's Court. On September 8, 2015, the Beijing Higher People's Court held its first substantive hearing on our appeal of the Beijing No. 1 Intermediate People's Court's dismissal of the case. At the hearing, the parties presented evidence and answered questions from the court. We are awaiting a decision from the Beijing Higher People's Court.

We submitted a civil action application to the Beijing Higher People's Court against Sinovel and certain of its employees for trade secret infringement on September 13, 2011 under the caption *(2011) Gao Min Chu Zi No. 4193*. The application alleges the defendants' unauthorized use of portions of our wind turbine control software source code developed for Sinovel's 1.5MW wind turbines as described above with respect to the Copyright Action. We are seeking monetary damages of RMB 2.9 billion (approximately \$453 million) for the trade secret infringement as well as reimbursement of all costs and reasonable expenses. The Beijing Higher People's Court has accepted the case, which was necessary in order for the case to proceed. On December 22, 2011 the Beijing Higher People's Court transferred the case to the Beijing No. 1 Intermediate People's Court under the caption *(2011) Gao Min Chu Zi No. 4193*. On June 7, 2012, we received an Acceptance Notice from the Beijing No.1 Intermediate People's Court under the caption *(2012) Yi Zhong Min Chu Zi No.6833*. The Beijing No. 1 Intermediate Court held the first substantive hearing on May 11, 2015. On June 15, 2015, we submitted a request for the withdrawal of our complaint to the Beijing No. 1 Intermediate Court. On June 16, 2015, the Beijing No. 1 Intermediate Court granted our request. We immediately filed a civil action application to the Beijing Intellectual Property Court against the same parties and seeking the same amount of monetary damages for trade secret infringement on June 16, 2015 under the caption *(2015) Jin Zhi Min Chu Zi No. 1135*. On January 18, 2016, the Beijing Intellectual Property Court held its first substantive hearing on our trade secret infringement case. At the hearing, the parties presented evidence, reviewed claims and answered questions from the court. We are awaiting a decision from the Beijing Intellectual Property Court.

On September 16, 2011, we filed a civil copyright infringement complaint in the Hainan Province No. 1 Intermediate People's Court against Dalian Guotong Electric Co. Ltd. ("Guotong"), a supplier of power converter products to Sinovel, and Huaneng Hainan Power, Inc. ("Huaneng"), a wind farm operator that has purchased Sinovel wind turbines containing Guotong power converter products. The case is captioned *(2011) Hainan Yi Zhong Min Chu Zi No. 62*. The application alleges that our PM1000 converters in certain Sinovel wind turbines have been replaced by converters produced by Guotong. Because the Guotong converters are being used in wind turbines containing our wind turbine control software, we believe that our copyrighted software is being infringed. We are seeking a cease and desist order with respect to the unauthorized use of our software, monetary damages of RMB 1.2 million (\$0.2 million) for our economic losses (with respect to Guotong only) and reimbursement of all costs and reasonable expenses. The court has accepted the case, which was necessary in order for the case to proceed. In addition, upon the request of the defendant Huaneng, Sinovel has been added by the court to this case as a defendant and Huaneng has been released from this case. On November 18, 2014, the Hainan No. 1 Intermediate People's Court held its first substantive hearing in the Hainan case. At the hearing, the parties presented evidence, reviewed claims, and answered questions from the court. On June 3, 2015, we received notification from the Hainan No. 1 Intermediate People's Court that it dismissed the case for what it cited was a lack of evidence. On June 18, 2015 we filed an appeal of the Hainan No. 1 Intermediate People's Court decision to dismiss the case with the Hainan Higher People's Court. On August 20, 2015, the Hainan Higher People's Court accepted the appeal under the caption *(2015) QiongZhi Min Zhong Zi No. 6*. On November 26, 2015, the Hainan Higher People's Court held its first substantive hearing on our appeal of the Hainan No. 1 Intermediate People's Court's dismissal of the case. At the hearing, the parties presented evidence and answered questions from the court. We are awaiting a decision from the Hainan Higher People's Court.

Item 4. MINE SAFETY DISCLOSURES

Not Applicable.

Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

Our common stock has been listed on the NASDAQ Global Select Market under the symbol "AMSC" since 1991. The following table sets forth the high and low sales price per share of our common stock as reported on the NASDAQ Global Select Market for each quarter of the two most recent fiscal years. The sales prices in this table have been adjusted to reflect the 1-for-10 reverse stock split effected March 24, 2015.

	Common Stock	
	Price	
	High	Low
Fiscal year ended March 31, 2016:		
First quarter	\$ 10.89	\$ 5.10
Second quarter	5.94	3.26
Third quarter	7.89	3.81
Fourth quarter	9.05	5.28
Fiscal year ended March 31, 2015:		
First quarter	\$ 16.90	\$ 12.50
Second quarter	21.50	14.00
Third quarter	14.30	6.98
Fourth quarter	8.80	5.67

Holdings

The number of holders of record of our common stock on May 25, 2016 was 326.

Dividend Policy

We have never paid cash dividends on our common stock. We currently intend to retain earnings, if any, to fund the development and growth of our business and do not anticipate paying cash dividends for the foreseeable future. Payment of future cash dividends, if any, will be at the discretion of our board of directors after taking into account various factors, including our financial condition, operating results, current and anticipated cash needs and plans for expansion. The Term Loans with Hercules Technology Growth Capital, Inc. which are discussed further in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations", prohibit us from paying cash dividends.

Stock Performance Graph

The following graph compares the cumulative total stockholder return on our common stock from March 31, 2011 to March 31, 2016 with the cumulative total return of (i) the Russell 2000 Index (ii) the Russell Microcap Index and the S&P 500. We added the Russell Microcap Index in this Annual Report because we believe that this index is more closely aligned to our size and market capitalization than the S&P 500. This graph assumes the investment of \$100.00 on March 31, 2011 in our common stock, the Russell 2000 Index and the Russell Microcap Index and the S&P 500, and assumes any dividends are reinvested. Measurement points are March 31, 2012; March 31, 2013; March 31, 2014; March 31, 2015; and March 31, 2016.

**COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN
Among American Superconductor Corporation, the Russell 2000 Index,
the Russell Microcap Index and the S&P 500 Index**



Company/Index	3/31/11	3/31/12	3/31/13	3/31/14	3/31/15	3/31/16
American Superconductor Corp.	100.00	16.57	10.74	6.47	2.59	3.06
Russell Microcap	100.00	96.64	111.39	146.61	150.45	129.13
Russell 2000	100.00	98.43	112.80	139.06	148.51	132.06
S&P 500	100.00	108.54	123.69	150.73	169.92	172.95

Item 6.**SELECTED FINANCIAL DATA**

The following selected financial data reflects the results of operations and balance sheet data for the fiscal years ended March 31, 2012 to 2016. Per share data has been restated to reflect the 1-for-10 reverse stock split effected on March 24, 2015. The information set forth below is not necessarily indicative of results of future operations and should be read in conjunction with Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," and the consolidated financial statements and notes thereto included in Item 8, "Financial Statements and Supplementary Data," of this Form 10-K, in order to understand further the factors that may affect the comparability of the financial data presented below.

	Fiscal year ended March 31,				
	2016	2015	2014	2013	2012
	(In thousands, except per share data)				
Revenues	\$ 96,023	\$ 70,530	\$ 84,117	\$ 87,419	\$ 76,543
Net loss	(23,139)	(48,656)	(56,258)	(66,131)	(136,827)
Net loss per common share - basic	(1.76)	(5.74)	(8.98)	(12.46)	(26.91)
Net loss per common share - diluted	(1.76)	(5.74)	(8.98)	(12.46)	(26.91)
Total assets	135,318	133,825	168,509	216,754	255,056
Working capital	42,334	17,319	35,459	40,428	57,248
Cash, cash equivalents, marketable securities and restricted cash	40,721	24,548	49,421	50,199	66,209
Long term debt, net of discount	1,367	3,877	6,380	9,248	-
Stockholders' equity	83,549	79,893	112,259	125,118	164,879

Included in the net loss for the fiscal year ended March 31, 2016 was stock-based compensation expense of \$3.2 million, restructuring and impairment charges of \$0.8 million, gains on sales of our minority investments of \$3.1 million, non-cash interest expense of \$0.4 million, and a loss from the change in fair value of warrants and derivatives of \$0.2 million. Included in the net loss for the fiscal year ended March 31, 2015 was stock-based compensation expense of \$5.9 million, restructuring and impairment charges of \$5.4 million, non-cash interest expense of \$0.6 million, arbitration award expense of \$9.0 million and a gain from the change in fair value of warrants and derivatives of \$4.0 million. Included in the net loss for the fiscal year ended March 31, 2014 was stock-based compensation expense of \$10.7 million, restructuring and impairment charges of \$3.0 million, a prepaid value added tax reserve of \$1.4 million, non-cash interest expense of \$7.7 million, a loss on extinguishment of debt of \$5.2 million and a gain from the change in fair value of warrants and derivatives of \$1.9 million. Included in the net loss for the fiscal year ended March 31, 2013 was stock-based compensation expense of \$8.1 million, restructuring and impairment charges of \$7.9 million, a loss contingency of \$1.8 million, non-cash interest expense of \$12.4 million as well as gains from the change in fair value of warrants and derivatives and recoveries of adverse purchase commitments of \$7.6 million and \$7.8 million, respectively. Included in the net loss for the fiscal year ended March 31, 2012 was stock-based compensation expense of \$9.9 million, a write-off of an advance payment to The Switch Engineering OY ("The Switch") of \$20.6 million, restructuring and impairment charges of \$9.2 million, expense of patent costs of \$4.9 million, and Sinovel legal expenses of \$5.8 million.

Executive Overview

We are a leading provider of megawatt-scale solutions that lower the cost of wind power and enhance the performance of the power grid. In the wind power market, we enable manufacturers to field highly competitive wind turbines through our advanced power electronics products, engineering, and support services. In the power grid market, we enable electric utilities and renewable energy project developers to connect, transmit and distribute power through our transmission planning services and power electronics and superconductor-based products. Our wind and power grid products and services provide exceptional reliability, security, efficiency and affordability to our customers.

Our wind and power grid solutions help to improve energy efficiency, alleviate power grid capacity constraints and increase the adoption of renewable energy generation. Demand for our solutions is driven by the growing needs for renewable sources of electricity, such as wind and solar energy, and for modernized smart grids that improve power reliability, security and quality. Concerns about these factors have led to increased spending by corporations as well as supportive government regulations and initiatives on local, state, national and global levels, including renewable portfolio standards, tax incentives and international treaties.

We manufacture products using two proprietary core technologies: PowerModule programmable power electronic converters and our Amperium high temperature superconductor (HTS) wires. These technologies and our system-level solutions are protected by a broad and deep intellectual property portfolio consisting of hundreds of patents and licenses worldwide.

We operate our business under two market-facing business units: Wind and Grid. We believe this market-centric structure enables us to more effectively anticipate and meet the needs of wind turbine manufacturers, power generation project developers and electric utilities.

- *Wind.* Through our Windtec Solutions™, our Wind business segment enables manufacturers to field wind turbines with exceptional power output, reliability and affordability. We supply advanced power electronics and control systems, license our highly engineered wind turbine designs, and provide extensive customer support services to wind turbine manufacturers. Our design portfolio includes a broad range of drivetrains and power ratings of 2 MW and higher. We provide a broad range of power electronics and software-based control systems that are highly integrated and designed for optimized performance, efficiency, and grid compatibility.
- *Grid.* Through our Gridtec Solutions™, our Grid business segment enables electric utilities and renewable energy project developers to connect, transmit and distribute power with exceptional efficiency, reliability, security and affordability. We provide transmission planning services that allow us to identify power grid congestion, poor power quality, and other risks, which help us determine how our solutions can improve network performance. These services often lead to sales of our grid interconnection solutions for wind farms and solar power plants, power quality systems and transmission and distribution cable systems. We also sell ship protection products to the U.S. Navy through our Grid business segment.

Our fiscal year begins on April 1 and ends on March 31. When we refer to a particular fiscal year, we are referring to the fiscal year beginning on April 1 of that same year. For example, fiscal 2015 refers to the fiscal year beginning on April 1, 2015. Other fiscal years follow similarly.

We have experienced recurring operating losses and as of March 31, 2016 had an accumulated deficit of \$928.2 million. In addition, we have experienced recurring negative operating cash flows. At March 31, 2016, we had cash and cash equivalents of \$39.3 million. Cash used in operations for the year ended March 31, 2016 was \$4.6 million.

Over the last several years, we have entered into several debt and equity financing arrangements in order to enhance liquidity. Since April 1, 2012, we generated aggregate cash flows from financing activities of \$71.0 million. This amount includes proceeds from our April 2015 equity offering, which generated net proceeds of approximately \$22.3 million, after deducting underwriting discounts and commissions and estimated offering expenses. See Note 9, "Debt", and Note 12 "Stockholders' Equity" for further discussion of these financing arrangements. We believe that we are in compliance with the covenants and restrictions included in the agreements governing our debt arrangements as of March 31, 2016.

In March 2016, the Company entered into a set of agreements to jointly develop an advanced low cost manufacturing process for second generation high temperature superconductor wire with BASF Corporation (“BASF”). Under the joint development agreement, the Company’s manufacturing know-how for its Amperium® superconductor wire and BASF’s chemical solution deposition production technology will be combined. As part of the agreements, the Company also entered into a royalty-bearing, non-exclusive license under which the Company agreed to provide BASF a specified portion of its second generation (2G) high temperature superconductor (HTS) wire manufacturing technology.

Our cash requirements depend on numerous factors, including the successful completion of our product development activities, our ability to commercialize our Resilient Electric Grid REG and ship protection system solutions, rate of customer and market adoption of our products, collecting receivables according to established terms, and the continued availability of U.S. government funding during the product development phase of our Superconductors based products. In December 2015, we entered into a set of strategic agreements valued at approximately \$210.0 million with Inox, which includes a multi-year supply contract pursuant to which the Company will supply electric control systems to Inox and a license agreement allowing Inox to manufacture a limited number of electrical control systems over the next three to four years. After this initial three to four year period, Inox agreed that the Company will continue as Inox’s preferred supplier and Inox will be required to purchase from the Company a majority of its electric control systems requirements for an additional three-year period. These agreements are expected to provide a foundation for the business as we pursue our longer-term objectives. During the fourth quarter of fiscal 2015, Inox made the upfront payment of \$6.0 million required under the license agreement, but as of the date of this Annual Report it has not made the \$2.0 million advance payment required under the supply contract. Significant deviations to our business plan with regard to these factors and events, including any prolonged disruption in our revenues with our largest customers, which are important drivers to our business, could have a material adverse effect on our operating performance, financial condition, and future business prospects. We expect to pursue the expansion of our operations through internal growth, diversification of our customer base, and potential strategic alliances. See “Liquidity and Capital Resources” below for additional discussion.

On October 6, 2015, 100% of the outstanding common stock of Blade Dynamics Limited (“Blade Dynamics”) was acquired by a subsidiary of General Electric Company. After deducting transaction expenses, we received net proceeds of \$2.8 million from the sale, which was recorded as a gain during the year ended March 31, 2016. Additionally, under the terms of the purchase agreement, we may be entitled to receive up to an additional \$1.2 million in proceeds, upon the successful achievement of certain milestones by Blade Dynamics over the next three years. On March 11, 2016, we sold 100% of our minority investment in Tres Amigas to an investor for \$0.6 million. We received \$0.3 million according to the terms of the purchase agreement upon closing, which was recorded as a gain during the three months ended March 31, 2016. The final \$0.3 million is to be paid when Tres Amigas achieves the earlier of certain agreed-upon financing conditions which is expected to occur during the first half of fiscal 2016. See Note 15, “Minority Investments”, for further information about such investment.

Results of Operations

Fiscal Years Ended March 31, 2016 and March 31, 2015

Revenues

Total revenues increased by 36% to \$96.0 million in fiscal 2015 from \$70.5 million in fiscal 2014. Our revenues are summarized as follows (in thousands):

	Fiscal Years Ended March 31,	
	2016	2015
Revenues:		
Wind	\$ 68,883	\$ 51,307
Grid	27,140	19,223
Total	\$ 96,023	\$ 70,530

Revenues in our Wind business unit consist of revenues from wind turbine electrical systems and core components, wind turbine license and development contracts, service contracts and consulting arrangements. Our Wind business unit accounted for 72% of total revenues in fiscal 2015 and 73% in fiscal 2014. Revenues in the Wind business unit increased 34% to \$68.9 million in fiscal 2015 from \$51.3 million in fiscal 2014. The increase in Wind business unit revenues was driven primarily by higher revenues from Inox in India.

Revenues in our Grid business unit consist of revenues from our FACTS products, including D-VAR and D-SVC product sales, HTS wire sales, revenues under government-sponsored electric utility projects, license contracts and other prototype development contracts. We also engineer, install and commission our products on a turnkey-basis for some customers. The Grid business unit accounted for 28% of total revenues in fiscal 2015 and 27% in fiscal 2014. Grid revenue increased 41% to \$27.1 million in fiscal 2015 from \$19.2 million in fiscal 2014. The increase in revenues was primarily due to higher D-VAR system revenues and the license to BASF.

Revenues from Project HYDRA and Project REG represented 6% and 9% of our Grid business unit's revenue for fiscal 2015 and 2014, respectively. Our revenues for these projects are derived by funding from the Department of Homeland Security ("DHS"). Project HYDRA is a project with Consolidated Edison, Inc. ("ConEd") to demonstrate our REG product in ConEd's electric grid. Project REG is a project with Commonwealth Edison, Inc. ("ComEd") to permanently install our REG product in ComEd's electric grid. This fault current limiting cable system is designed to utilize customized Amperium® HTS wire, and ancillary controls to deliver more power through the grid while also being able to suppress power surges that can disrupt service. DHS has committed 100% of the total expected funding of \$29.0 million for Project HYDRA. Under Project REG, DHS is expected to invest up to \$60.0 million to enable the deployment of the REG system in Chicago's electric grid. We have substantially completed the first phase of the project which among other things, has resulted in the creation of a detailed deployment plan. In the fiscal year ended March 31, 2015, DHS committed funding of \$1.5 million for this phase of the project. During the fiscal year ended March 31, 2016, DHS committed funding of an additional \$3.7 million, for a total of \$5.2 million. This additional funding serves as a bridge between the detailed deployment plan and construction phases of the project. The period of performance to complete the engineering work extends through May 31, 2017. The final phase of the project involves the delivery of the REG system and the associated construction and deployment of the system in ComEd's grid. We will not begin this phase of the project until all parties agree to proceed. There can be no assurance that all parties will agree to proceed with the project.

Cost of Revenues and Gross Margin

Cost of revenues increased by 10% to \$74.0 million in fiscal 2015, compared to \$67.4 million in fiscal 2014. Gross margin increased to 22.9% in fiscal 2015 from 4.4% in fiscal 2014. The increase in gross margin in fiscal 2015 was driven primarily by higher revenues, including increased royalty and license revenue compared to fiscal 2014.

Operating Expenses

Research and development

R&D expenses increased by 4% to \$12.3 million, or 13% of revenue in fiscal 2015, compared to \$11.9 million, or 17% of revenue, in fiscal 2014. The slight increase is primarily the result of new product development expenses in our Grid segment, partially offset by lower stock compensation expense.

Selling, general, and administrative

Selling, general and administrative ("SG&A") expenses decreased by 1% to \$28.9 million, or 30% of revenue in fiscal 2015 from \$29.2 million, or 41% of revenue, in fiscal 2014. The slight decrease in SG&A expenses in fiscal 2015 was primarily due to lower stock compensation expense, partially offset by the reversal of legal costs for the Catlin insurance claim as result of our settlement agreement with Catlin Insurance Company ("Catlin") in fiscal 2014.

Amortization of acquisition related intangibles

We recorded \$0.2 million in both fiscal 2015 and fiscal 2014 in amortization expense related to our core technology and know-how, and trade names and trademark intangible assets.

Restructuring and impairments

We recorded restructuring and impairment charges of \$0.8 million in fiscal 2015, compared to \$5.4 million in fiscal 2014. For fiscal 2015, this consists primarily of an impairment charge of \$0.7 million to fully impair our investment in Tres Amigas. For fiscal 2014, this consists of restructuring charges of \$0.6 million for employee severance costs, and \$1.3 million for facility and relocation costs primarily for the consolidation of our Grid manufacturing operations into our Devens facility. In addition, we recorded an impairment charge of \$3.5 million to fully impair our minority investment in Blade Dynamics.

Operating loss

Our operating loss is summarized as follows (in thousands):

	Fiscal Years Ended March 31,	
	2016	2015
Operating loss:		
Wind	\$ (1,256)	\$ (14,321)
Grid	(14,835)	(26,890)
Unallocated corporate expenses	(4,027)	(11,306)
Total	\$ (20,118)	\$ (52,517)

Wind generated an operating loss of \$1.3 million in fiscal 2015 compared to an operating loss of \$14.3 million in fiscal 2014. The decrease in operating loss for fiscal 2015 was primarily attributable to increased revenues, partially offset by a lower consumption of previously written-off inventory used in our electrical control systems. Additionally, fiscal 2014 included a one-time charge of \$9.0 million relating to the arbitration award to Ghodawat.

Grid operating loss decreased to \$14.8 million in fiscal 2015 from \$26.9 million in fiscal 2014. The decrease in operating loss for fiscal 2015 is primarily attributed to higher D-VAR system revenues, increased production which resulted in better factory absorption, and license revenue recognized from the license agreement with BASF in the fourth quarter of fiscal 2015.

Unallocated corporate expenses in fiscal 2015 included restructuring and impairment charges of \$0.8 million and \$3.2 million in stock-based compensation expense. Unallocated corporate expenses in fiscal 2014 included restructuring and impairment charges of \$5.4 million and \$5.9 million in stock-based compensation expense.

Change in fair value of derivatives and warrants

The change in fair value of derivatives and warrants resulted in a loss of \$0.2 million in fiscal 2015 and a gain of \$4.0 million in fiscal 2014. The changes in the fair value were primarily due to changes in our stock price, which is a key valuation metric on the derivative liabilities.

Gain on sale of minority interest

We recorded a gain on sale of minority interests of \$3.1 million in the fiscal year ended March 31, 2016, related to the sale of our investments in Blade Dynamics and Tres Amigas. Both of these investments had been fully impaired at the time of their sale.

Interest expense, net

Interest expense, net was \$1.0 million in fiscal 2015 compared to \$1.9 million for fiscal 2014. The decrease in interest expense, net was primarily driven by lower interest expense due to the maturity of one of our term loans with Hercules Technology Growth Capital, Inc. (“Hercules”) in December 2014.

Other (expense) income, net

Other expense, net was \$2.5 million in fiscal 2015, compared to other income, net of \$1.6 million in fiscal 2014. The decrease in other income, net was due primarily to losses from foreign currency fluctuations as a result of the strengthening of the Euro against the U.S. dollar in fiscal 2015.

Income Taxes

We recorded an income tax expense of \$2.4 million in fiscal 2015, compared to an income tax benefit of \$0.2 million in fiscal 2014. The increase in income tax expense was driven primarily by increases in income taxes in foreign jurisdictions and foreign withholding taxes.

Certain asset write-offs in our foreign jurisdictions are considered permanent differences and are not tax deductible. Other asset write-offs, such as inventory and prepaid value-added taxes in China, are not currently deductible and result in deferred tax assets. Due to uncertainty around the realization of these deferred tax assets, they have been fully reserved as of the end of the fiscal years ended March 31, 2016, 2015 and, 2014, respectively.

Please refer to the “Risk Factors” section in Part I, Item 1A, for a discussion of certain factors that may affect our future results of operations and financial condition.

Fiscal Years Ended March 31, 2015 and March 31, 2014

Revenues

Total revenues decreased by 16% to \$70.5 million in fiscal 2014 from \$84.1 million in fiscal 2013. Our revenues are summarized as follows (in thousands):

	Fiscal Years Ended	
	March 31,	
	2015	2014
Revenues:		
Wind	\$ 51,307	\$ 55,608
Grid	19,223	28,509
Total	<u>\$ 70,530</u>	<u>\$ 84,117</u>

Our Wind business unit accounted for 73% of total revenues in fiscal 2014 and 66% in fiscal 2013. Revenues in the Wind business unit decreased 8% to \$51.3 million in fiscal 2014 from \$55.6 million in fiscal 2013. The decrease in Wind business unit revenues was driven primarily by lower revenues in China partially offset by higher revenues from Inox in India.

The Grid business unit accounted for 27% of total revenues in fiscal 2014 and 34% in fiscal 2013. Grid revenue decreased 33% to \$19.2 million in fiscal 2014 from \$28.5 million in fiscal 2013. The decrease in revenues was primarily due to lower D-VAR system revenues.

Revenues from Project HYDRA and Project REG represented 9% and 7% of our Grid business unit's revenue for fiscal 2014 and 2013, respectively. Our revenues for these projects are derived by funding from DHS. DHS has committed 100% of the total expected funding of \$29.0 million for Project HYDRA. Under Project REG, DHS is expected to invest up to \$60.0 million to enable the deployment of the REG system in Chicago's electric grid. We are currently working on the first phase of the project which among other things, will result in the creation of a detailed deployment plan. Funding of \$1.5 million for this phase of the project has been committed by DHS. Subsequent phases of the project involve the delivery of the REG system and the associated construction and deployment of the system in ComEd's grid. We will not begin these phases of the project until all parties agree to proceed. There can be no assurance that all parties will agree to proceed with the project.

Cost of Revenues and Gross Margin

Cost of revenues decreased by 7% to \$67.4 million in fiscal 2014, compared to \$72.9 million in fiscal 2013. Gross margin decreased to 4.4% in fiscal 2014 from 13.4% in fiscal 2013. The decrease in gross margin in fiscal 2014 was driven primarily by higher 100% margin revenue from Chinese and other customers in fiscal 2013 compared to fiscal 2014, partially offset by higher usage of previously written off inventory used in our electrical control systems in fiscal 2014.

Operating Expenses

Research and development

R&D expenses decreased by \$0.3 million to \$11.9 million, or 17% of revenue for fiscal 2014 compared to \$12.2 million, or 14% of revenue for fiscal 2013. The decrease in fiscal 2014 was driven primarily due to the decreased headcount and related labor spending as a result of restructuring activities undertaken in fiscal 2013, as well as a reduction in spending required to support license and development for our Wind customers.

Selling, general, and administrative

SG&A expenses decreased by 22% to \$29.2 million, or 41% of revenue in fiscal 2014 from \$37.2 million, or 44% of revenue in fiscal 2013. The decrease in SG&A expenses in fiscal 2014 was primarily due to lower stock compensation expense and the reversal of legal costs for the Catlin insurance claim as result of our settlement agreement with Catlin.

Arbitration award expense

We recorded an arbitration award expense of \$9.0 million in the year ended March 31, 2015 following a decision by the ICC Court on August 29, 2014, finding us liable for damages of approximately €8.3 million under a breach of contract proceeding against Ghodawat Energy Pvt. Ltd. (“Ghodawat”). We entered into an agreement to settle this claim with Ghodawat for €7.45 million on February 4, 2015. We paid the settlement amount on February 10, 2015. As a result of this settlement, we recorded a reversal of an excess accrual of approximately \$1.2 million during the fourth quarter of fiscal 2014.

Amortization of acquisition related intangibles

We recorded \$0.2 million in fiscal 2014 and \$0.3 million in fiscal 2013 in amortization expense related to our core technology and know-how, and trade names and trademark intangible assets.

Restructuring and impairments

We recorded restructuring and impairment charges of \$5.4 million in fiscal 2014, compared to \$3.0 million in fiscal 2013. For fiscal 2014, this consists of restructuring charges of \$0.6 million for employee severance costs, and \$1.3 million for facility and relocation costs primarily for the consolidation of our Grid manufacturing operations into our Devens facility. In addition, we recorded an impairment charge of \$3.5 million to fully impair our minority investment in Blade Dynamics. For fiscal 2013, the restructuring and impairment charges primarily consisted of employee severance costs of \$1.7 million and an impairment charge of \$1.3 million for our minority investment in Blade Dynamics.

Operating loss

Our operating loss is summarized as follows (in thousands):

	Fiscal Years Ended	
	March 31,	
	2015	2014
Operating loss:		
Wind	\$ (14,321)	\$ (5,213)
Grid	(26,890)	(22,523)
Unallocated corporate expenses	(11,306)	(13,693)
Total	<u>\$ (52,517)</u>	<u>\$ (41,429)</u>

Wind generated an operating loss of \$14.3 million in fiscal 2014 compared to an operating loss of \$5.2 million in fiscal 2013. The increase in operating loss for fiscal 2014 was primarily attributable to lower revenues and the approximately \$9.0 million arbitration award expense associated with the Ghodawat settlement, partially offset by the reversal of legal expenses associated with the Catlin settlement.

Grid operating loss increased to \$26.9 million in fiscal 2014 from \$22.5 million in fiscal 2013. The increase in operating loss for fiscal 2014 is primarily attributed to the lower revenues.

Unallocated corporate expenses in fiscal 2014 included restructuring and impairment charges of \$5.4 million and \$5.9 million in stock-based compensation expense. Unallocated corporate expenses in fiscal 2013 included restructuring and impairment charges of \$3.0 million and \$10.7 million in stock-based compensation expense.

Change in fair value of derivatives and warrants

The change in fair value of derivatives and warrants resulted in gains of \$4.0 million in fiscal 2014 and \$1.9 million in fiscal 2013. The gains were driven by mark-to-market adjustments due primarily to our lower stock price on the derivative liabilities and the extinguishment of our unsecured, senior convertible note (the “Exchanged Note”) with Capital Ventures International (“CVI”) in fiscal 2013. See “Loss on extinguishment of debt” below.

Loss on extinguishment of debt

We recorded a \$5.2 million loss in fiscal 2013 related to extinguishment of the Exchanged Note in exchange for approximately 663,000 shares of common stock.

Interest expense, net

Interest expense, net was \$1.9 million in fiscal 2014 compared to \$9.7 million for fiscal 2013. The decrease in interest expense, net was primarily driven by lower non-cash interest expense due to the conversion of the remaining outstanding balance on the Exchanged Note into common stock on March 2, 2014.

Other income (expense), net

Other income, net was \$1.6 million in fiscal 2014, compared to other expense, net of \$1.0 million in fiscal 2013. The increase in other income, net was due primarily to gains from foreign currency fluctuations as a result of the strengthening of the U.S. dollar against the Euro.

Income Taxes

We recorded an income tax benefit of \$0.2 million in fiscal 2014, compared to income tax expense of \$0.9 million in fiscal 2013. The decrease in income tax expense was driven primarily by a reversal of an uncertain tax position in Austria upon completion of tax audits for prior tax periods.

Certain asset write-offs in our foreign jurisdictions are considered permanent differences and are not tax deductible. Other asset write-offs, such as inventory and prepaid value-added taxes in China, are not currently deductible and result in deferred tax assets. Due to uncertainty around the realization of these deferred tax assets, they have been fully reserved as of the end of the fiscal years ended March 31, 2015 and March 31, 2014.

Non-GAAP Measures

Generally, a non-GAAP financial measure is a numerical measure of a company's performance, financial position or cash flow that either excludes or includes amounts that are not normally excluded or included in the most directly comparable measure calculated and presented in accordance with GAAP. The non-GAAP measures included in this Form 10-K, however, should be considered in addition to, and not as a substitute for or superior to the comparable measure prepared in accordance with GAAP.

We define non-GAAP net loss as net loss before gain on sale of interest in minority investments, stock-based compensation, arbitration award expense, amortization of acquisition-related intangibles, restructuring and impairment charges, consumption of zero cost-basis inventory, changes in fair value of derivatives and warrants, non-cash interest expense, and other non-cash or unusual charges, net of any tax effects related to these items, indicated in the table below. We believe non-GAAP net loss assists management and investors in comparing our performance across reporting periods on a consistent basis by excluding these non-cash or non-recurring charges that we do not believe are indicative of our core operating performance. We also regard non-GAAP net loss as a useful measure of operating performance which more closely aligns net loss with cash used in/provided by continuing operations. In addition, we use non-GAAP net loss as a factor in evaluating management's performance when determining incentive compensation and to evaluate the effectiveness of our business strategies. A reconciliation of non-GAAP to GAAP net loss is set forth in the table below (in thousands, except per share data):

	Year ended March 31,		
	2016	2015	2014
Net loss	\$ (23,139)	\$ (48,656)	\$ (56,258)
Gain on sale of interest in minority investments, net of tax effect	(2,919)	-	-
Stock-based compensation	3,248	5,936	10,696
Arbitration award expense	-	8,987	-
Amortization of acquisition-related intangibles	157	157	287
Restructuring and impairment charges	779	5,366	2,998
Sinovel litigation	-	-	18
Consumption of zero cost-basis inventory	(4,960)	(7,982)	(4,308)
Prepaid VAT reserve	-	-	1,426
Change in fair value of derivatives and warrants	228	(3,963)	(1,872)
Loss on extinguishment of debt	-	-	5,197
Non-cash interest expense	359	566	7,713
Non-GAAP net loss	<u>\$ (26,247)</u>	<u>\$ (39,589)</u>	<u>\$ (34,103)</u>
Non-GAAP net loss per share	<u>\$ (1.99)</u>	<u>\$ (4.67)</u>	<u>\$ (5.45)</u>
Weighted average shares outstanding - basic and diluted	<u>13,178</u>	<u>8,477</u>	<u>6,262</u>

We generated a non-GAAP net loss of \$26.2 million, or \$1.99 per share, for fiscal 2015, compared to \$39.6 million, or \$4.67 per share, for fiscal 2014, and \$34.1 million, or \$5.45 per share, for fiscal 2013. The decrease in non-GAAP net loss in fiscal 2015 over 2014 was primarily related to higher revenues in both business units, as well as higher gross margin as previously discussed. The increase in non-GAAP net loss in fiscal 2014 over 2013 was primarily related to lower revenues in fiscal 2014 and mix of higher margin revenue with no cost in fiscal 2013 from Chinese and other customers.

Liquidity and Capital Resources

Our cash requirements depend on numerous factors, including the successful completion of our product development activities, our ability to commercialize our REG and ship protection system solutions, rate of customer and market adoption of our products, collecting receivables according to established terms, and the continued availability of U.S. government funding during the product development phase of our Superconductors based products. In December 2015, we entered into a set of strategic agreements valued at approximately \$210.0 million with Inox, which includes a multi-year supply contract pursuant to which the Company will supply electric control systems to Inox and a license agreement allowing Inox to manufacture a limited number of electrical control systems over the next three to four years. After this initial three to four year period, Inox agreed that the Company will continue as Inox's preferred supplier and Inox will be required to purchase from the Company a majority of its electric control systems requirements for an additional three-year period. During the fourth quarter of fiscal 2015, Inox made the upfront payment of \$6.0 million required under the license agreement, but as of the date of this Annual Report it has not made the \$2.0 million advance payment required under the supply contract. These agreements are expected to provide a foundation for the business as we pursue our longer-term objectives. Significant deviations from our business plan with regard to these factors and events, including any prolonged disruption in our revenues with our largest customers, which are important drivers to our business, could have a material adverse effect on our operating performance, financial condition, and future business prospects. We expect to pursue the expansion of our operations through internal growth, diversification of our customer base, and potential strategic alliances.

At March 31, 2016, we had cash, cash equivalents, and restricted cash of \$40.7 million, compared to \$24.5 million at March 31, 2015, an increase of \$16.2 million. Our cash and cash equivalents, and restricted cash are summarized as follows (in thousands):

	March 31, 2016	March 31, 2015
Cash and cash equivalents	\$ 39,330	\$ 20,490
Restricted cash	1,391	4,058
Total cash, cash equivalents, and restricted cash	<u>\$ 40,721</u>	<u>\$ 24,548</u>

As of March 31, 2016, we had approximately \$22.0 million of cash, cash equivalents, and restricted cash in foreign bank accounts, with a majority of this cash located in Europe. The increase in total cash and cash equivalents, and restricted cash was due primarily to cash provided by financing activities. See further discussion below.

Net cash used in operating activities was \$4.6 million, \$32.7 million and \$13.3 million in fiscal 2015, 2014 and 2013, respectively. The decrease in net cash used in operations in fiscal 2015 compared to fiscal 2014 was due primarily to lower net loss for the reasons discussed above. The increase in fiscal 2014 compared to fiscal 2013 was primarily driven by our higher net loss exclusive of non-cash items, the arbitration settlement payment to Ghodawat, and less cash generated by working capital in fiscal 2014 compared to fiscal 2013.

Net cash provided by investing activities was \$4.9 million, \$1.8 million and \$4.0 million in fiscal 2015, 2014 and 2013, respectively. The increase in net cash provided by investing activities in fiscal 2015 compared to fiscal 2014 was due primarily to the proceeds from the sale of our minority interests in Blade Dynamics and Tres Amigas. The decrease in net cash provided by investing activities in fiscal 2014 compared to fiscal 2013 was driven primarily by a decrease in the change for restricted cash.

Net cash provided by financing activities was \$18.2 million, \$8.8 million and \$12.8 million in fiscal 2015, 2014 and 2013, respectively. The increase in net cash provided by financing activities in fiscal 2015 compared to fiscal 2014 was primarily due to net proceeds of \$22.3 million from the issuance of 4.0 million shares of common stock in April 2015, which was an increase of \$7.3 million over the prior year period net offering proceeds from the sale of shares under our At-Market Sales Arrangement and an equity offering in November 2014. See Note 10, "Warrants and Derivative Liabilities" for further information on the November 2014 equity offering. Additionally, amounts used to repay debt decreased by \$3.3 million compared to the prior year period due to the repayment in full of one of our term loans in the prior-year period. The decrease in cash provided by financing activities in fiscal 2014 compared to fiscal 2013 is primarily due to the net proceeds received from our debt arrangements in fiscal 2013 and an increase in repayment under these debt arrangements in fiscal 2014, partially offset by net proceeds from a public equity offering in November 2014.

At March 31, 2016 and 2015, we had \$0.5 million and \$2.8 million, respectively, of restricted cash included in current assets, and \$0.9 million and \$1.2 million, respectively of restricted cash included in long-term assets. These amounts included in restricted cash primarily represent deposits to secure surety bonds and letters of credit for various customer contracts. These deposits are held in interest bearing accounts.

On November 15, 2013, we amended our Loan and Security Agreement (the “Term Loan”) with Hercules and entered into a new term loan (the “Term Loan B”), borrowing \$10.0 million. After closing fees and expenses, we received net proceeds of \$9.8 million. The Term Loan B bears an interest rate equal to 11% plus the percentage, if any, in which the prime rate as reported by The Wall Street Journal exceeds 3.75%. We made interest-only payments from December 1, 2013 to May 31, 2014. If we achieved certain revenue targets for the six-month period ending March 31, 2014, interest only payments would continue through August 31, 2014. We did not achieve the revenue required to extend this interest only period. Beginning June 1, 2014, we began making payments on the Term Loan B in equal monthly installments which will end on November 1, 2016.

On December 19, 2014, we entered into another amendment with Hercules (the “Hercules Second Amendment”) and entered into a new term loan (the “Term Loan C”), borrowing an additional \$1.5 million (we collectively refer to the Term Loan B, and Term Loan C as the “Term Loans”). After closing fees and expenses, the net proceeds from the Term Loan C were \$1.4 million. The Term Loan C bears the same interest rate as the Term Loan B. We are making interest only payments until maturity on June 1, 2017, when the loan is scheduled to be repaid in its entirety.

The Term Loans are secured by substantially all of our existing and future assets, including a mortgage on real property owned by our wholly-owned subsidiary, ASC Devens LLC, and located at 64 Jackson Road, Devens, Massachusetts. The Term Loans contain certain covenants that restrict our ability to, among other things, incur or assume certain debt, merge or consolidate, materially change the nature of our business, make certain investments, acquire or dispose of certain assets, make guarantees or grant liens on our assets, make certain loans, advances or investments, declare dividends or make distributions or enter into transactions with affiliates. In addition, there is a covenant that requires us to maintain a minimum unrestricted cash balance (the “Minimum Threshold”) in the United States. As part of the Hercules Second Amendment, this Minimum Threshold was amended to be the lower of \$5.0 million or the aggregate outstanding principal balance of the Term Loans. As a result of the April 2015 offering (see discussion below), the Minimum Threshold was reduced to the lesser of \$2.0 million or the aggregate outstanding principal balance of the Term Loans. As of March 31, 2016, the Minimum Threshold was \$2.0 million. The events of default under the Term Loans include, but are not limited to, failure to pay amounts due, breaches of covenants, bankruptcy events, cross defaults under other material indebtedness and the occurrence of a material adverse effect and/or change in control. In the case of a continuing event of default, Hercules may, among other remedies, declare due all unpaid principal amounts outstanding and any accrued but unpaid interest and foreclose on all collateral granted to Hercules as security under the Term Loans.

We believe we are in and expect to remain in compliance with the covenants and restrictions under the Term Loans as of the date of this Annual Report on Form 10-K. If we fail to stay in compliance with our covenants or experience some other event of default, we may be forced to repay the outstanding principal on the Term Loans.

We have experienced recurring operating losses and as of March 31, 2016, had an accumulated deficit of \$928.2 million. In addition, we have experienced recurring negative operating cash flows. At March 31, 2016, we had cash and cash equivalents of \$39.3 million, as compared to cash used in operations of \$4.6 million for the year ended March 31, 2016. In April 2015, we completed an equity offering which raised net proceeds of \$22.3 million after deducting underwriting discounts and commissions and estimated offering expenses payable by us from the sale of 4.0 million shares of our common stock at a public offering price of \$6.00 per share. On October 6, 2015, 100% of the outstanding common stock of Blade Dynamics was acquired by a subsidiary of General Electric Company. After deducting transaction expenses, we received net proceeds of \$2.8 million from the sale, which was recorded as a gain during the year ended March 31, 2016. Additionally, under the terms of the purchase agreement, we may be entitled to receive up to an additional \$1.2 million in proceeds, upon the successful achievement of certain milestones by Blade Dynamics over the next three years. On March 11, 2016, we sold 100% of our minority investment in Tres Amigas to an investor for \$0.6 million. We received \$0.3 million according to the terms of the purchase agreement upon closing, which was recorded as a gain during the three months ended March 31, 2016. The final \$0.3 million is to be paid when Tres Amigas achieves the earlier of certain agreed-upon financing conditions which is expected to occur during the first half of fiscal 2016. In addition, in December 2015, we entered into a set of strategic agreements valued at approximately \$210.0 million with Innox, as discussed above. These agreements are expected to provide a foundation for the business as we pursue our longer-term objectives.

We believe we have sufficient available liquidity to fund our operations, capital expenditures and scheduled cash payments under our debt obligations for the next twelve months. Our liquidity is highly dependent on our ability to increase revenues, control our operating costs, and our ability to maintain compliance with the covenants and restrictions on our debt obligations (or obtain waivers from our lender in the event of non-compliance), and our ability to raise additional capital, if necessary. There can be no assurance that we will be able to continue to raise additional capital from other sources or execute on any other means of improving our liquidity as described above.

Legal Proceedings

We are involved in legal and administrative proceedings and claims of various types. See Part II, Item 1, “Legal Proceedings,” for additional information. We record a liability in our consolidated financial statements for these matters when a loss is known or considered probable and the amount can be reasonably estimated. We review these estimates each accounting period as additional information is known and adjust the loss provision when appropriate. If a matter is both probable to result in liability and the amounts of loss can be reasonably estimated, we estimate and disclose the possible loss or range of loss to the extent necessary to make the consolidated financial statements not misleading. If the loss is not probable or cannot be reasonably estimated, a liability is not recorded in our consolidated financial statements.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements, as defined under SEC rules, such as relationships with unconsolidated entities or financial partnerships, which are often referred to as structured finance or special purpose entities, established for the purpose of facilitating transactions that are not required to be reflected on our balance sheet except as discussed below.

We occasionally enter into construction contracts that include a performance bond. As these contracts progress, we continually assess the probability of a payout from the performance bond. Should we determine that such a payout is probable, we would record a liability.

In addition, we have various contractual arrangements, under which we have committed to purchase certain minimum quantities of goods or services on an annual basis.

Contractual Obligations

Contractual obligations represent future cash commitments and liabilities under agreements with third parties. Operating leases include minimum payments under leases for our facilities and certain equipment; see Item 2, “Properties,” for more information. Purchase commitments represent enforceable and legally binding agreements with suppliers to purchase goods or services. As of March 31, 2016, we are committed to make the following payments under contractual obligations (in thousands):

	Total	Payments Due by Period			
		Less than 1 year	1-3 Years	3-5 Years	More than 5 Years
Non-cancellable purchase commitments	\$ 20,403	\$ 20,403	\$ -	\$ -	\$ -
Senior Term Loans	4,167	2,667	1,500	-	-
Operating leases (rent)	2,029	1,047	653	329	-
Operating leases (other)	170	88	69	13	-
Total contractual obligations	<u>\$ 26,769</u>	<u>\$ 24,205</u>	<u>\$ 2,222</u>	<u>\$ 342</u>	<u>\$ -</u>

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (“FASB”) and the International Accounting Standards Board (IASB) issued, *ASU Revenue from Contracts with Customers 2014-09 (Topic 606)*. The guidance substantially converges final standards on revenue recognition between the FASB and IASB providing a framework on addressing revenue recognition issues and, upon its effective date, replaces almost all existing revenue recognition guidance, including industry-specific guidance, in current U.S. generally accepted accounting principles. The ASU is effective for annual reporting periods beginning after December 15, 2017. We are currently evaluating the impact, if any, the adoption of ASU 2014-09 may have on our current practices.

In July 2014, the FASB issued ASU 2014-12, *Compensation – Stock Compensation (Topic 718): Accounting for Share Based Payments When the Terms of an Award Provide that a Performance Target Could be Achieved after the Requisite Service Period*. To account for such awards, a reporting entity should apply existing guidance in FASB Accounting Standards Codification *Topic 718, Compensation – Stock Compensation*, as it relates to awards with performance conditions that affect vesting. As such, the performance target should not be reflected in estimating the grant-date fair value of the award. This ASU is effective for annual reporting periods and interim periods, within those annual periods beginning after December 15, 2015. We are currently evaluating the impact, if any, the adoption of ASU 2014-12 may have on our current practices.

In August 2014, the FASB issued ASU 2014-15, *Presentation of Financial Statements – Going Concern (Subtopic 205-40): Disclosure of Uncertainties About an Entity’s Ability to Continue as a Going Concern*. The new standard explicitly requires the assessment at interim and annual periods, and provides management with its own disclosure guidance. This ASU is effective for annual reporting periods and interim periods, within those annual periods ending after December 15, 2016. We are currently evaluating the impact, if any, the adoption of ASU 2014-15 may have on our current practices.

In April 2015, the FASB issued ASU 2015-03 *Interest—Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*. The amendments in ASU 2015-03 require an entity to present debt issuance costs on the balance sheet as a direct deduction from the related debt liability as opposed to an asset. Amortization of the costs will continue to be reported as interest expense. This ASU is effective for annual reporting periods beginning after December 15, 2015, and interim periods within those fiscal years. We are currently evaluating the impact, if any, the adoption of ASU 2015-03 may have on our current practices and currently do not believe there will be an impact on our consolidated results of operations, financial condition, or cash flow.

In June 2015, the FASB issued ASU 2015-10 *Technical Corrections and Improvements*. The amendments in ASU 2015-10 clarify and correct some of the difference that arose between original guidance from FASB, EITF and other sources, and the translation into the new Codification. This ASU is effective for annual reporting periods beginning after December 15, 2015, and interim periods within those fiscal years. We are currently evaluating the impact, if any, the adoption of ASU 2015-10 may have on our current practices and currently do not believe there will be an impact on our consolidated results of operations, financial condition, or cash flow.

In July 2015, the FASB issued ASU 2015-11 *Inventory (Topic 330): Simplifying the Measurement of Inventory*. The amendments in ASU 2015-11 clarify the proper way to identify market value in the use of lower of cost or market value valuation method. As market value could be determined multiple ways under prior standards, it will now be considered as net realizable value. This ASU is effective for annual reporting periods beginning after December 15, 2016, and interim periods within those fiscal years. We are currently evaluating the impact, if any, the adoption of ASU 2015-11 may have on our current practices.

In September 2015, the FASB issued ASU 2015-16 *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments*. The amendments in ASU 2015-16 require that an acquirer recognize adjustments to provisional amounts identified during the measurement period in the reporting period in which the adjustment amounts are determined. This ASU is effective for annual reporting periods beginning after December 15, 2015, and interim periods within those fiscal years. We are currently evaluating the impact, if any, the adoption of ASU 2015-16 may have on our current practices, and currently do not believe there will be an impact on our consolidated results of operations, financial condition, or cash flow.

In November 2015, the FASB issued ASU 2015-17 *Balance Sheet Classification of Deferred Taxes*. This ASU simplifies the presentation of deferred income taxes and requires that deferred tax assets and liabilities be classified as non-current in a statement of financial position. We early-adopted ASU 2015-17 effective January 1, 2016 on a prospective basis. Adoption of this ASU resulted in all deferred tax assets and liabilities being presented as non-current in the Consolidated Balance Sheet as of January 1, 2016. No prior periods were retrospectively adjusted.

In January 2016, the FASB issued ASU 2016-01 *Financial Instruments—Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*. The amendments in ASU 2016-01 will enhance the reporting model for financial instruments to provide users of financial statements with more decision-useful information. This ASU is effective for annual reporting periods beginning after December 15, 2017, and interim periods within those fiscal years. We are currently evaluating the impact, if any, the adoption of ASU 2016-01 may have on our current practices.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. This ASU is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. We are currently evaluating the effects adoption of this guidance will have on our consolidated financial statements.

In March 2016, the FASB issued ASU 2016-08 *Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net)*. The amendments in ASU 2016-08 clarify the implementation guidance on principal versus agent consideration. The ASU is effective for annual reporting periods beginning after December 15, 2017. We are currently evaluating the impact, if any, the adoption of ASU 2016-08 may have on our current practices.

In March 2016, the FASB issued ASU 2016-09 *Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*. The amendments in ASU 2016-09 will simplify several aspects of the accounting for share-based payment transactions, including tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. The ASU is effective for annual reporting periods beginning after December 15, 2017, and interim periods within annual periods beginning after December 15, 2018. We are currently evaluating the impact, if any, the adoption of ASU 2016-09 may have on our current practices.

In April 2016, the FASB issued ASU 2016-10 *Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing*. The amendments in ASU 2016-10 will clarify the identification of performance obligations and the licensing implementation guidance. The ASU is effective for annual reporting periods beginning after December 15, 2017. We are currently evaluating the impact, if any, the adoption of ASU 2016-10 may have on our current practices.

We do not believe that other recently issued accounting pronouncements will have a material impact on our financial statements.

Critical Accounting Policies and Estimates

The preparation of consolidated financial statements requires that we make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. We base our estimates on historical experience and various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ under different assumptions or conditions. Our accounting policies that involve the most significant judgments and estimates are as follows:

- Revenue recognition;
- Accounts receivable;
- Inventory;
- Valuation of long-lived assets;
- Income taxes;
- Stock-based compensation;
- Contingencies;
- Product warranty;
- Debt; and
- Fair value of financial instruments.

Revenue recognition

We recognize revenue for product sales upon customer acceptance, which can occur at the time of delivery, installation, or post-installation, where applicable, provided persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable and collectability is reasonably assured. Existing customers are subject to ongoing credit evaluations based on payment history and other factors. If it is determined during the arrangement that collectability is not reasonably assured, revenue is recognized on a cash basis of accounting. Certain of our contracts involve retention amounts which are contingent upon meeting certain performance requirements through the expiration of the contract warranty periods. For contractual arrangements that involve retention, we recognize revenue for these amounts upon the expiration of the warranty period, meeting the performance requirements and when collection of the fee is reasonably assured.

For certain arrangements, such as contracts to perform research and development, prototype development contracts and certain product sales, we record revenues using the percentage-of-completion method, measured by the relationship of costs incurred to total estimated contract costs. Percentage-of-completion revenue recognition accounting is predominantly used on certain turnkey power systems installations for electric utilities and long-term prototype development contracts with the U.S. government. We follow this method since reasonably dependable estimates of the revenues and costs applicable to various stages of a contract can be made. However, the ability to reliably estimate total costs at completion is challenging, especially on long-term prototype development contracts, and could result in future changes in contract estimates. For contracts where reasonably dependable estimates of the revenues and costs cannot be made, we follow the completed-contract method.

We enter into sales arrangements that may provide for multiple deliverables to a customer. Sales of certain products may include extended warranty and support or service packages, and at times include performance bonds. As these contracts progress, we continually assess the probability of a payout from the performance bond. Should we determine that such a payout is likely; we would record a liability. We would reduce revenue to the extent a liability is recorded. In addition, we enter into licensing arrangements that include training services.

Deliverables are separated into more than one unit of accounting when (1) the delivered element(s) have value to the customer on a stand-alone basis, and (2) delivery of the undelivered element(s) is probable and substantially in our control. In general, revenues are separated between the different product shipments which have stand-alone value, and the various services to be provided. Revenue for product shipments is recognized in accordance with our policy for product sales, while revenues for the services are recognized over the period of performance. We identify all goods and/or services that are to be delivered separately under a sales arrangement and allocate revenue to each deliverable based on the element's fair value as determined by vendor-specific objective evidence ("VSOE"), which is the price charged when that element is sold separately, or third-party evidence ("TPE"). When VSOE and TPE are unavailable, fair value is based on our best estimate of selling price utilizing a cost plus reasonable margin consistent with how we have set pricing historically for similar products and services. When our estimates are used to determine fair value, we make our estimates using reasonable and objective evidence to determine the price. We review VSOE and TPE at least annually. If we conclude we are unable to establish fair values for one or more undelivered elements within a multiple-element arrangement using VSOE then we use TPE or the best estimate of the selling price for that unit of accounting, being the price at which the vendor would transact if the unit of accounting were sold by the vendor regularly on a standalone basis.

Our license agreements provide either for the payment of contractually determined paid-up front license fees or milestone based payments in consideration for the grant of rights to manufacture and or sell products using our patented technologies or know-how. Some of these agreements provide for the release of the licensee from intellectual property infringements past and future claims. When we can determine that we have no further obligations other than the grant of the license and that we have fully transferred the technology knowhow, we will recognize the revenue. In certain arrangements we may also agree to provide training services to transfer the technology know-how. In other license arrangements we have determined that the licenses have no standalone value to the customer and are not separable from training services as we can only fully transfer the technology knowhow through the training component. Accordingly, we account for these arrangements as a single unit of accounting, and recognize revenue over the period of its performance and milestones that have been achieved. Costs for these arrangements are expensed as incurred.

In December 2015, we entered into a set of strategic agreements valued at approximately \$210.0 million with Inox, which includes a multi-year supply contract pursuant to which we will supply electric control systems to Inox and a license agreement allowing Inox to manufacture a limited number of electrical control systems over the next three to four years. We determined this license has standalone value to the customer and can be separated from the supply contract. The license agreement includes customer acceptance criteria to demonstrate the know-how to manufacture the electrical control systems has been fully transferred. We will defer revenue recognition for the allocable portion of the license until this acceptance criteria has been met.

In March 2016, we entered into a set of agreements to jointly develop an advanced low cost manufacturing process for second generation high temperature superconductor wire with BASF. In the joint development, our manufacturing know-how for our Amperium® superconductor wire and BASF's chemical solution deposition production technology will be combined. As part of the agreements, we also entered into a royalty-bearing, non-exclusive license under which we will provide BASF a specified portion of our second generation (2G) high temperature superconductor (HTS) wire manufacturing technology. We determined that the license rights we provide to BASF have standalone value from the ongoing joint development effort. We transferred the license rights to BASF in March 2016 recording \$3.0M of license revenues in the fiscal year ended March 31, 2016 as there were no remaining obligations associated with these rights. Any newly developed intellectual property as a result of the joint development will be owned by BASF. Should this development effort be successful, we have the right to incorporate this new technology into our manufacturing process on a royalty-free basis. BASF has also agreed to make guaranteed annual payments to us through 2017 and has an option to continue the joint development through 2018. We will record revenue for the research and development services we are providing over the term of the arrangement.

We have elected to record taxes collected from customers on a net basis and do not include tax amounts in revenue or costs of revenue.

Customer deposits received in advance of revenue recognition are recorded as deferred revenue until customer acceptance is received. Deferred revenue also represents the amount billed to and/or collected from commercial and government customers on contracts which permit billings to occur in advance of contract performance/revenue recognition.

Accounts Receivable

Accounts receivable consist of amounts owed by commercial companies and government agencies. Accounts receivable are stated net of allowances for doubtful accounts. Our accounts receivable relate principally to a limited number of customers. As of March 31, 2016, Inox accounted for approximately 84% of our total receivable balance, with no other customers accounting for greater than 10% of the balance. As of March 31, 2015, Inox accounted for approximately 56% of our total receivable balance, with no other customers accounting for greater than 10% of the balance. Changes in the financial condition or operations of our customers may result in delayed payments or non-payments which would adversely impact our cash flows from operating activities and/or our results of operations. As such we may require collateral, advanced payment or other security based upon the customer history and/or creditworthiness. In determining the allowance for doubtful accounts, we evaluate the collectability of accounts receivable based primarily on the probability of recoverability based on historical collection and write-off experience, the age of past due receivables, specific customer circumstances, and current economic trends. If the financial condition of our customers were to deteriorate, resulting in an impairment of their ability to make payment, additional allowances may be required. Failure to accurately estimate the losses for doubtful accounts and ensure that payments are received on a timely basis could have a material adverse effect on our business, financial condition, results of operations, and cash flows.

Inventory

Inventories include material, direct labor and related manufacturing overhead, and are stated at the lower of cost or market determined on a first-in, first-out basis. We record inventory when we take delivery and title to the product according to the terms of each supply contract.

Program costs may be deferred and recorded as inventory on contracts on which costs are incurred in excess of approved contractual amounts and/or funding, if future recovery of the costs is deemed probable.

At each balance sheet date, we evaluate our ending inventories for excess quantities and obsolescence. Inventories that management considers excess or obsolete are reserved. Management considers forecasted demand in relation to the inventory on hand, competitiveness of product offerings, market conditions and product life cycles when determining excess and obsolescence and net realizable value adjustments. Once inventory is written down and a new cost basis is established, it is not written back up if demand increases.

We recorded inventory reserves of \$2.7 million during fiscal 2015 and \$1.4 million during fiscal 2014, respectively, based on evaluating our ending inventories for excess quantities and obsolescence. We recorded an inventory reserve of approximately \$63.9 million during fiscal 2010 based on our evaluation of forecasted demand in relation to the inventory on hand and market conditions surrounding our products as a result of the assumption that Sinovel and certain other customers in China would fail to meet their contractual obligations and demand that was previously forecasted would fail to materialize. If, in any period, we are able to sell inventories that were not valued or that had been reserved in a previous period, related revenues would be recorded without any offsetting charge to cost of revenues, resulting in a net benefit to our gross profit in that period. In fiscal 2015, 2014, and 2013, \$5.0 million, \$8.0 million, and \$4.3 million respectively, were recognized as a net benefit to gross profit for inventory previously reserved in fiscal year 2010.

Valuation of long-lived assets

We periodically evaluate our long-lived assets, consisting principally of fixed and amortizable intangible assets for potential impairment. In accordance with the applicable accounting guidance for the treatment of long-lived assets, we review the carrying value of our long-lived assets or asset group that is held and used, including intangible assets subject to amortization, for impairment whenever events and circumstances indicate that the carrying value of the assets may not be recoverable. Under the held and used approach, the asset or asset group to be tested for impairment should represent the lowest level for which identifiable cash flows are largely independent of the cash flows of other groups of assets and liabilities. The determination of our asset groups involves a significant amount of judgment, assumptions and estimates. We evaluate our long-lived assets whenever events or circumstances suggest that the carrying amount of an asset or group of assets may not be recoverable from the estimated undiscounted future cash flows.

Our judgments regarding the existence of impairment indicators are based on market and operational performance. Indicators of potential impairment include:

- a significant change in the manner in which an asset group is used;
- a significant decrease in the market value of an asset group;
- identification of other impaired assets within a reporting unit;
- a significant adverse change in its business or the industry in which it is sold;

- a current period operating cash flow loss combined with a history of operating or cash flow losses or a projection or forecast that demonstrates continuing losses associated with the asset group; and
- significant advances in our technologies that require changes in our manufacturing process.

Income taxes

Our provision for income taxes is composed of a current and a deferred portion. The current income tax provision is calculated as the estimated taxes payable or refundable on tax returns for the current year. The deferred income tax provision is calculated for the estimated future tax effects attributable to temporary differences and carryforwards using expected tax rates in effect in the years during which the differences are expected to reverse. During November 2015, the FASB issued ASU 2015-17, "Balance Sheet Classification of Deferred Taxes", which simplifies the presentation of deferred income taxes. This ASU requires that deferred tax assets and liabilities be classified as non-current in a statement of financial position. We early-adopted ASU 2015-17 effective January 1, 2016 on a prospective basis. Adoption of this ASU resulted in all deferred tax assets and liabilities being presented as non-current in the Consolidated Balance Sheet as of January 1, 2016. No prior periods were retrospectively adjusted.

We regularly assess our ability to realize our deferred tax assets. Assessments of the realization of deferred tax assets require that management consider all available evidence, both positive and negative, and make significant judgments about many factors, including the amount and likelihood of future taxable income. Based on all the available evidence, we have recorded valuation allowances to reduce our deferred tax assets to the amount that is more likely than not to be realizable due to the taxable losses that have been incurred since our inception and uncertainty around our future profitability.

Accounting for income taxes requires a two-step approach to recognizing and measuring uncertain tax positions. The first step is to evaluate the tax position for recognition by determining if, based on the technical merits, it is more likely than not that the position will be sustained upon audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon ultimate settlement. We reevaluate these uncertain tax positions on a quarterly basis. This evaluation is based on factors including, but not limited to, changes in facts or circumstances, changes in tax law, effectively settled issues under audit and new audit activity. Any changes in these factors could result in the recognition of a tax benefit or an additional charge to the tax provision. We include interest and penalties related to gross unrecognized tax benefits within the provision for income taxes. See Note 11, "Income Taxes," of our consolidated financial statements for further information regarding our income tax assumptions and expenses.

We evaluate our permanent reinvestment assertions with respect to foreign earnings at each reporting period. We have not recorded a deferred tax asset for the temporary difference associated with the excess of the tax basis over the book basis in our Austrian and Chinese subsidiaries as the future tax benefit is not expected to reverse in the foreseeable future. We have recorded a deferred tax liability as of March 31, 2016 for the undistributed earnings of our remaining foreign subsidiaries for which we can no longer assert are permanently reinvested. The total amount of undistributed earnings available to be repatriated at March 31, 2016 was \$1.2 million resulting in the recording of a \$0.4 million net deferred federal and state income tax liability. See Note 11, "Income Taxes," of our consolidated financial statements for the results of this assessment.

Stock-based compensation

We measure compensation cost arising from the grant of share-based payments to employees at fair value and recognize such cost over the period during which the employee is required to provide service in exchange for the award, usually the vesting period. Total stock-based compensation expense recognized during the fiscal years ended March 31, 2016, 2015, and 2014 was \$3.2 million, \$5.9 million, and \$10.7 million, respectively. For awards with service conditions only, we recognize compensation cost on a straight-line basis over the requisite service/vesting period. For awards with performance conditions, accruals of compensation cost are made based on the probable outcome of the performance conditions. The cumulative effect of changes in the probability outcomes are recorded in the period in which the changes occur.

Determining the appropriate fair value model and calculating the fair value of share-based payment awards requires the input of highly subjective assumptions, including the expected life of the share-based payment awards and stock price volatility. Management determined that expected volatility rates should be estimated based on historical and implied volatilities of our common stock. The expected term represents the average time that the options that vest are expected to be outstanding based on the vesting provisions and our historical exercise, cancellation and expiration patterns. The assumptions used in calculating the fair value of share-based payment awards represent management's best estimates, but these estimates involve inherent uncertainties and the application of management judgment. As a result, if circumstances change and we use different assumptions, our stock-based compensation expense could be materially different in the future. In addition, we are required to estimate an expected forfeiture rate and only recognize expense for those shares expected to vest. If our actual forfeiture rate is materially different from our estimate, the stock-based compensation expense could be significantly different from what we have recorded in the current period. See Note 12, "Stockholders' Equity," of our consolidated financial statements for further information regarding our stock-based compensation assumptions and expenses.

Contingencies

From time to time, we are involved in legal and administrative proceedings and claims of various types. We record a liability in our consolidated financial statements for these matters when a loss is known or considered probable and the amount can be reasonably estimated. We review these estimates each accounting period as additional information is known and adjust the loss provision when appropriate. If the loss is not probable or cannot be reasonably estimated, a liability is not recorded in our consolidated financial statements. If, with respect to a matter, it is not both probable to result in liability and the amount of loss cannot be reasonably estimated, an estimate of possible loss or range of loss shall be disclosed unless such an estimate cannot be made. We do not recognize gain contingencies until they are realized. Legal costs incurred in connection with loss contingencies are expensed as incurred. During the fiscal year ended March 31, 2015, we reversed legal expenses of approximately \$2.2 million incurred in connection with the Ghodawat arbitration that were covered by our Catlin settlement. See Note 13, "Commitments and Contingencies", of our consolidated financial statements for further information.

Product Warranty

Warranty obligations are incurred in connection with the sale of our products. We generally provide a one to three year warranty on our products, commencing upon installation. The costs incurred to provide for these warranty obligations are estimated and recorded as an accrued liability at the time of sale. Future warranty costs are estimated based on historical performance rates and related costs to repair given products. The accounting estimate related to product warranty involves judgment in determining future estimated warranty costs. Should actual performance rates or repair costs differ from estimates, revision to the estimated warranty liability would be required.

Debt

For debt arrangements, we consider any embedded equity-linked components and account for the fair value of any embedded warrants and derivatives. We elect not to use the fair value option for recording debt arrangements and elect to record the debt at the stated value of the loan agreement on the date of issuance. Any other elements present are reviewed to determine if they are embedded derivatives requiring bifurcation and requiring valuation under the fair value option. Derivatives and warrants, which meet the condition to satisfy an obligation by issuing a variable number of equity shares, are recorded at fair value. The carrying value assigned to the host instrument will be the difference between the previous carrying value of the host instrument and the fair value of the warrants and derivatives. There is no immediate gain/loss from the initial recognition and measurement if the embedded derivative is accounted for separately from its host contract. There is an offsetting debt discount or premium as a result of the fair value assigned to the warrants and derivatives, as well as any debt issuance costs, which is amortized under the effective interest method over the term of the loan. Each reporting period, fair value is assessed for the warrants and derivatives with the change in value being recorded as other income/loss. See Note 9, "Debt," and Note 10, "Warrants and Derivative Liabilities," of our consolidated financial statements for a full discussion regarding the activity and financial impact for our debt, warrants and derivative liabilities.

Fair Value of Financial Instruments

Our financial instruments consist principally of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses, derivatives, warrants, and the term loans. The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses due to their short nature approximate fair value at March 31, 2016 and 2015. The estimated fair values have been determined through information obtained from market sources and management estimates. The fair value for the debt and warrant arrangements have been estimated by management based on the terms that we believe we could obtain in the current market for debt with the same terms and similar maturities. The warrants are subject to revaluation at each balance sheet date, and any change in fair value will be recorded as a change in fair value in other (expense) income until the earlier of the warrants' exercise or expiration. We rely on assumptions used in a lattice model to determine the fair value of the warrants. We have appropriately valued the warrants within Level 3 of the valuation hierarchy.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We face exposure to financial market risks, including adverse movements in foreign currency exchange rates and changes in interest rates. These exposures may change over time as our business practices evolve and could have a material adverse impact on our financial results.

Cash and cash equivalents

Our exposure to market risk through financial instruments, such as investments in marketable securities, is limited to interest rate risk and is not material. Our investments in marketable securities consist primarily of government-backed securities and commercial paper and are designed, in order of priority, to preserve principal, provide liquidity, and maximize income. Investments are monitored to limit exposure to mortgage-backed securities and similar instruments responsible for the recent turmoil in the credit markets. Interest rates are variable and fluctuate with current market conditions. We do not believe that a 10% change in interest rates would have a material impact on our financial position or results of operations.

Foreign currency exchange risk

The functional currency of each of our foreign subsidiaries is the U.S. dollar, except for AMSC Austria, for which the local currency (Euro) is the functional currency, and AMSC China, for which the local currency (Renminbi) is the functional currency. The assets and liabilities of AMSC Austria and AMSC China are translated into U.S. dollars at the exchange rate in effect at the balance sheet date and income and expense items are translated at average rates for the period. Cumulative translation adjustments are excluded from net income (loss) and shown as a separate component of stockholders' equity.

We face exposure to movements in foreign currency exchange rates whenever we, or any of our subsidiaries, enter into transactions with third parties that are denominated in currencies other than our functional currency. Intercompany transactions between entities that use different functional currencies also expose us to foreign currency risk. Gross margins of products we manufacture in the U.S and sell in currencies other than the U.S. dollar are also affected by foreign currency exchange rate movements. In addition, a portion of our earnings is generated by our foreign subsidiaries, whose functional currencies are other than the U.S. dollar, and our revenues and earnings could be materially impacted by movements in foreign currency exchange rates upon the translation of the earnings of such subsidiaries into the U.S. dollar. If the functional currency for AMSC Austria and AMSC China were to fluctuate by 10% the net effect would be immaterial to our consolidated financial statements.

Foreign currency gains (losses), are included in net loss and were (\$2.3) million, \$2.7 million and (\$0.1) million for the fiscal years ended March 31, 2016, 2015 and 2014, respectively.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders
of American Superconductor Corporation

We have audited the accompanying consolidated balance sheets of American Superconductor Corporation and its subsidiaries (collectively, the "Company") as of March 31, 2016 and 2015, and the related consolidated statements of operations, comprehensive loss, stockholders' equity and cash flows for each of the three years in the period ended March 31, 2016, and the financial statement schedule of American Superconductor Corporation and subsidiaries listed in Item 15 as of March 31, 2016 and 2015 and for each of the three years in the period ended March 31, 2016. We also have audited the Company's internal control over financial reporting as of March 31, 2016, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013. The Company's management is responsible for these financial statements and the financial statement schedule, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on these financial statements, and the financial statement schedule and an opinion on the Company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of American Superconductor Corporation and its subsidiaries as of March 31, 2016 and 2015, and the results of their operations and their cash flows for each of the years in the three-year period ended March 31, 2016, in conformity with accounting principles generally accepted in the United States of America, and in our opinion, the related financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth therein. Also in our opinion, American Superconductor Corporation and its subsidiaries maintained, in all material respects, effective internal control over financial reporting as of March 31, 2016, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013.

/s/ RSM US LLP

Boston, Massachusetts
May 31, 2016

AMERICAN SUPERCONDUCTOR CORPORATION

PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CONSOLIDATED BALANCE SHEETS

(In thousands)

ASSETS	March 31, 2016	March 31, 2015
	<u> </u>	<u> </u>
Current assets:		
Cash and cash equivalents	\$ 39,330	\$ 20,490
Accounts receivable, net	19,264	9,879
Inventory	18,512	20,596
Prepaid expenses and other current assets	5,778	10,764
Restricted cash	457	2,822
Total current assets	83,341	64,551
Property, plant and equipment, net	49,778	56,097
Intangibles, net	854	1,422
Restricted cash	934	1,236
Deferred tax assets	96	7,766
Other assets	315	2,753
Total assets	\$ 135,318	\$ 133,825
 LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	\$ 23,156	\$ 21,615
Note payable, current portion, net of discount of \$42 as of March 31, 2016 and \$244 as of March 31, 2015	2,624	3,756
Derivative liabilities	3,227	2,999
Deferred revenue	12,000	11,019
Deferred tax liabilities	-	7,843
Total current liabilities	41,007	47,232
Note payable, net of discount of \$133 as of March 31, 2016 and \$290 as of March 31, 2015	1,367	3,877
Deferred revenue	9,269	2,756
Deferred tax liabilities	63	-
Other liabilities	63	67
Total liabilities	51,769	53,932
Commitments and contingencies (Note 13)		
Stockholders' equity:		
Common stock, \$0.01 par value, 75,000,000 shares authorized; 14,107,126 and 9,624,275 shares issued at March 31, 2016 and 2015, respectively	141	96
Additional paid-in capital	1,011,813	985,921
Treasury stock, at cost, 51,506 and 34,067 shares at March 31, 2016 and 2015, respectively	(881)	(771)
Accumulated other comprehensive income (loss)	660	(308)
Accumulated deficit	(928,184)	(905,045)
Total stockholders' equity	83,549	79,893
Total liabilities and stockholders' equity	\$ 135,318	\$ 133,825

The accompanying notes are an integral part of the consolidated financial statements.

AMERICAN SUPERCONDUCTOR CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS

(In thousands, except per share data)

	Fiscal Year Ended March 31,		
	2016	2015	2014
Revenues	\$ 96,023	\$ 70,530	\$ 84,117
Cost of revenues	74,041	67,442	72,858
Gross profit	21,982	3,088	11,259
Operating expenses:			
Research and development	12,303	11,878	12,173
Selling, general and administrative	28,861	29,217	37,230
Arbitration award expense	-	8,987	-
Restructuring and impairments	779	5,366	2,998
Amortization of acquisition related intangibles	157	157	287
Total operating expenses	42,100	55,605	52,688
Operating loss	(20,118)	(52,517)	(41,429)
Change in fair value of derivatives and warrants	(228)	3,963	1,872
Loss on extinguishment of debt	-	-	(5,197)
Gain on sale of minority interests	3,092	-	-
Interest expense, net	(1,037)	(1,882)	(9,661)
Other (expense) income, net	(2,457)	1,596	(991)
Loss before income tax expense	(20,748)	(48,840)	(55,406)
Income tax expense (benefit)	2,391	(184)	852
Net loss	\$ (23,139)	\$ (48,656)	\$ (56,258)
Net loss per common share			
Basic	\$ (1.76)	\$ (5.74)	\$ (8.98)
Diluted	\$ (1.76)	\$ (5.74)	\$ (8.98)
Weighted average number of common shares outstanding			
Basic	13,178	8,477	6,262
Diluted	13,178	8,477	6,262

The accompanying notes are an integral part of the consolidated financial statements.

AMERICAN SUPERCONDUCTOR CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

(In thousands)

	Fiscal Year Ended March 31,		
	2016	2015	2014
Net loss	\$ (23,139)	\$ (48,656)	\$ (56,258)
Other comprehensive gain (loss), net of tax:			
Foreign currency translation gains (losses)	968	(2,147)	727
Total other comprehensive gain (loss), net of tax	968	(2,147)	727
Comprehensive loss	\$ (22,171)	\$ (50,803)	\$ (55,531)

The accompanying notes are an integral part of the consolidated financial statements.

AMERICAN SUPERCONDUCTOR CORPORATION
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands)

	Common Stock		Additional Paid-in Capital	Treasury Stock	Accumulated Other Comprehensive Income (Loss)		Total Stockholders' Equity
	Number of Shares	Par Value			Accumulated Deficit		
Balance at March 31, 2013	6,030	\$ 60	\$ 924,390	\$ (313)	\$ 1,112	\$ (800,131)	\$ 125,118
Issuance of common stock - ESPP	10	-	168	-	-	-	168
Issuance of common stock - restricted shares	178	2	500	-	-	-	502
Stock-based compensation expense	-	-	10,696	-	-	-	10,696
Issuance of stock for 401(k) match	21	-	425	-	-	-	425
Issuance of common stock-ATM, net of costs	487	5	7,453	-	-	-	7,458
Issuance of common stock to settle liabilities	1,167	12	23,468	-	-	-	23,480
Repurchase of treasury stock	-	-	-	(57)	-	-	(57)
Cumulative translation adjustment	-	-	-	-	727	-	727
Net loss	-	-	-	-	-	(56,258)	(56,258)
Balance at March 31, 2014	7,893	\$ 79	\$ 967,100	\$ (370)	\$ 1,839	\$ (856,389)	\$ 112,259
Issuance of common stock - ESPP	17	-	124	-	-	-	124
Issuance of common stock - restricted shares	301	3	(3)	-	-	-	-
Stock-based compensation expense	-	-	5,936	-	-	-	5,936
Issuance of stock for 401(k) match	35	-	392	-	-	-	392
Issuance of common stock-ATM, net of costs	375	4	5,835	-	-	-	5,839
Issuance of common stock-Hudson Bay Capital	909	9	5,216	-	-	-	5,225
Issuance of common stock to settle liabilities	94	1	1,322	-	-	-	1,323
Reverse stock split	-	-	(1)	-	-	-	(1)
Repurchase of treasury stock	-	-	-	(401)	-	-	(401)
Cumulative translation adjustment	-	-	-	-	(2,147)	-	(2,147)
Net loss	-	-	-	-	-	(48,656)	(48,656)
Balance at March 31, 2015	9,624	\$ 96	\$ 985,921	\$ (771)	\$ (308)	\$ (905,045)	\$ 79,893
Issuance of common stock - ESPP	8	-	30	-	-	-	30
Issuance of common stock - restricted shares	409	4	(4)	-	-	-	-
Stock-based compensation expense	-	-	3,248	-	-	-	3,248
Issuance of stock for 401(k) match	66	1	376	-	-	-	377
Issuance of common stock-equity offering	4,000	40	22,242	-	-	-	22,282
Repurchase of treasury stock	-	-	-	(110)	-	-	(110)
Cumulative translation adjustment	-	-	-	-	968	-	968
Net loss	-	-	-	-	-	(23,139)	(23,139)
Balance at March 31, 2016	14,107	\$ 141	\$ 1,011,813	\$ (881)	\$ 660	\$ (928,184)	\$ 83,549

The accompanying notes are an integral part of the consolidated financial statements.

AMERICAN SUPERCONDUCTOR CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Fiscal Year Ended March 31,		
	2016	2015	2014
Cash flows from operating activities:			
Net loss	\$ (23,139)	(48,656)	\$ (56,258)
Adjustments to reconcile net loss to net cash used in operations:			
Depreciation and amortization	7,972	9,554	10,615
Stock-based compensation expense	3,248	5,936	10,696
Impairment of minority interest investments	746	3,464	1,265
Provision for excess and obsolete inventory	2,713	1,386	316
Write-off prepaid taxes	289	-	1,426
Gain on sale from minority interest investments	(3,092)	-	-
Loss from minority interest investments	356	743	1,008
Change in fair value of derivatives and warrants	228	(3,963)	(1,872)
Loss on extinguishment of debt	-	-	5,197
Reversal of Catlin legal costs	-	(2,220)	-
Non-cash interest expense	359	566	7,713
Other non-cash items	1,462	(2,436)	1,980
Changes in operating asset and liability accounts:			
Accounts receivable	(9,318)	(2,677)	11,379
Inventory	(782)	(1,887)	13,043
Prepaid expenses and other current assets	5,608	(2,330)	12,512
Accounts payable and accrued expenses	1,543	5,579	(10,861)
Deferred revenue	7,248	4,265	(21,426)
Net cash used in operating activities	<u>(4,559)</u>	<u>(32,676)</u>	<u>(13,267)</u>
Cash flows from investing activities:			
Purchase of property, plant and equipment	(1,201)	(737)	(278)
Proceeds from the sale of property, plant and equipment	47	18	54
Change in restricted cash	2,669	2,248	4,669
Proceeds from sale of minority interests	3,092	-	-
Change in other assets	266	280	(436)
Net cash provided by investing activities	<u>4,873</u>	<u>1,809</u>	<u>4,009</u>
Cash flows from financing activities:			
Employee taxes paid related to net settlement of equity awards	(110)	(401)	(57)
Proceeds from the issuance of debt, net of expenses	-	1,422	9,842
Repayment of debt	(4,000)	(7,295)	(4,615)
Proceeds from public equity offering, net	22,282	14,933	7,458
Proceeds from exercise of employee stock options and ESPP	30	124	168
Net cash provided by financing activities	<u>18,202</u>	<u>8,783</u>	<u>12,796</u>
Effect of exchange rate changes on cash and cash equivalents	<u>324</u>	<u>(540)</u>	<u>333</u>
Net increase/(decrease) in cash and cash equivalents	18,840	(22,624)	3,871
Cash and cash equivalents at beginning of year	20,490	43,114	39,243
Cash and cash equivalents at end of year	<u>\$ 39,330</u>	<u>\$ 20,490</u>	<u>\$ 43,114</u>
Supplemental schedule of cash flow information:			
Cash paid for income taxes, net of refunds	\$ 1,723	\$ 362	\$ 864
Issuance of common stock to settle liabilities	377	1,715	24,407
Cash paid for interest	709	1,362	990

The accompanying notes are an integral part of the consolidated financial statements.

1. Nature of the Business and Operations and Liquidity

Nature of the Business and Operations

American Superconductor Corporation (together with its subsidiaries, “AMSC” or the “Company”) was founded on April 9, 1987. The Company is a leading provider of megawatt-scale solutions that lower the cost of wind power and enhance the performance of the power grid. In the wind power market, the Company enables manufacturers to field wind turbines through its advanced engineering, support services and power electronics products. In the power grid market, the Company enables electric utilities and renewable energy project developers to connect, transmit and distribute power through its transmission planning services and power electronics and superconductor-based products. The Company’s wind and power grid products and services provide exceptional reliability, security, efficiency and affordability to its customers.

The Company’s consolidated financial statements have been prepared on a going concern basis in accordance with United States generally accepted accounting principles (“GAAP”) and the Securities and Exchange Commission’s (“SEC”) instructions to Form 10-K. The going concern basis of presentation assumes that the Company will continue operations and will be able to realize its assets and discharge its liabilities and commitments in the normal course of business.

On March 24, 2015, the Company effected a 1-for-10 reverse stock split of its common stock. Trading of the Company’s common stock reflected the reverse stock split beginning on March 25, 2015. Unless otherwise indicated, all historical references to shares of common stock, shares of restricted stock, restricted stock units, shares underlying options, warrants or calculations that use common stock for per share financial reporting have been adjusted for comparative purposes to reflect the impact of the 1-for-10 reverse stock split as if it had occurred at the beginning of the earliest period presented.

Liquidity

The Company has experienced recurring operating losses and as of March 31, 2016, the Company had an accumulated deficit of \$928.2 million. In addition, the Company has experienced recurring negative operating cash flows. At March 31, 2016, the Company had cash and cash equivalents of \$39.3 million. Cash used in operations for the year ended March 31, 2016 was \$4.6 million.

From April 1, 2011 through the date of this filing, the Company has reduced its global workforce substantially. The Company has taken actions to consolidate certain business operations to reduce facility costs. As of March 31, 2016, the Company had a global workforce of 369 persons. The Company plans to closely monitor its expenses and, if required, expects to further reduce operating costs and capital spending to enhance liquidity.

Over the last several years, the Company has entered into several debt and equity financing arrangements in order to enhance liquidity. Since April 1, 2012, the Company has generated aggregate cash flows from financing activities of \$71.0 million. This amount includes proceeds from an April 2015 equity offering, which generated net proceeds of approximately \$22.3 million, after deducting underwriting discounts and commissions and estimated offering expenses payable by the Company. See Note 9, “Debt”, and Note 12 “Stockholders’ Equity” for further discussion of these financing arrangements. The Company believes that it is in compliance with the covenants and restrictions included in the agreements governing its debt arrangements as of March 31, 2016.

In December 2015, the Company entered into a set of strategic agreements valued at approximately \$210.0 million with Inox, which includes a multi-year supply contract pursuant to which the Company will supply electric control systems to Inox Wind Ltd. (“Inox”) and a license agreement allowing Inox to manufacture a limited number of electrical control systems over the next three to four years. After this initial three to four year period, Inox agreed that the Company will continue as Inox’s preferred supplier and Inox will be required to purchase from the Company a majority of its electric control systems requirements for an additional three-year period. During the fourth quarter of fiscal 2015, Inox made the upfront payment of \$6.0 million required under the license agreement, but as of the date of this Annual Report it has not made the \$2.0 million advance payment required under the supply contract. These agreements are expected to provide a foundation for the business as the Company pursues its longer-term objectives.

On October 6, 2015, 100% of the outstanding common stock of Blade Dynamics Limited (“Blade Dynamics”) was acquired by a subsidiary of General Electric Company. After deducting transaction expenses, the Company received net proceeds of \$2.8 million from the sale, which was recorded as a gain in the fiscal year ended March 31, 2016. Additionally, under the terms of the purchase agreement, the Company may be entitled to receive up to an additional \$1.2 million in proceeds, upon the successful achievement of certain milestones by Blade Dynamics over the next three years.

On March 11, 2016, the Company sold 100% of its minority share investment in Tres Amigas LLC (“Tres Amigas”) to an investor for \$0.6 million. The Company received \$0.3 million according to the terms of the purchase agreement upon closing, which was recorded as a gain during the three months ended March 31, 2016. The final \$0.3 million is to be paid when Tres Amigas achieves the earlier of certain agreed-upon financing conditions, which is expected to occur during the first half of fiscal 2016. See Note 15, “Minority Investments”, for further information about such investment.

The Company believes it has sufficient liquidity to fund its operations, capital expenditures and scheduled cash payments under its debt obligations for the next twelve months. The Company's liquidity is highly dependent on its ability to increase revenues, its ability to control its operating costs, its ability to maintain compliance with the covenants and restrictions on its debt obligations (or obtain waivers from the lender in the event of non-compliance), and its ability to raise additional capital, if necessary. There can be no assurance that the Company will be able to continue to raise additional capital from other sources or execute on any other means of improving liquidity described above.

2. Summary of Significant Accounting Policies

Basis of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany balances and transactions are eliminated. Certain reclassifications of prior years' amounts have been made to conform to the current year presentation. These reclassifications had no effect on net income, cash flows from operating activities or stockholders' equity.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. The Company bases its estimates on historical experience and various other factors believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. On an ongoing basis, the Company evaluates its estimates, including those related to revenue recognition, collectability of receivables, realizability of inventory, goodwill and intangible assets, warranty provisions, stock-based compensation, valuation of warrant and derivative liabilities, tax reserves, and deferred tax assets. Provisions for depreciation are based on their estimated useful lives using the straight-line method. Some of these estimates can be subjective and complex and, consequently, actual results may differ from these estimates under different assumptions or conditions. While for any given estimate or assumption made by the Company's management there may be other estimates or assumptions that are reasonable, the Company believes that, given the current facts and circumstances, it is unlikely that applying any such other reasonable estimate or assumption would materially impact the financial statements.

Cash Equivalents

Cash equivalents consist of highly liquid instruments with maturities of three months or less that are regarded as high quality, low risk investments and are measured using such inputs as quoted prices, and are classified within Level 1 of the valuation hierarchy. Cash equivalents consist principally of certificates of deposits and money market accounts.

Accounts Receivable

Accounts receivable consist of amounts owed by commercial companies and government agencies. Accounts receivable are stated net of allowances for doubtful accounts. The Company's accounts receivable relate principally to a limited number of customers. As of March 31, 2016, Inox, accounted for approximately 84% of the Company's total receivable balance, with no other customer accounting for greater than 10% of the balance. As of March 31, 2015, Inox, accounted for approximately 56% of the Company's total receivable balance, with no other customer accounting for greater than 10% of the balance. Changes in the financial condition or operations of the Company's customers may result in delayed payments or non-payments which would adversely impact its cash flows from operating activities and/or its results of operations. As such the Company may require collateral, advanced payment or other security based upon the customer history and/or creditworthiness. In determining the allowance for doubtful accounts, the Company evaluates the collectability of accounts receivable based primarily on the probability of recoverability based on historical collection and write-off experience, the age of past due receivables, specific customer circumstances, and current economic trends. If the financial condition of the Company's customers were to deteriorate, resulting in an impairment of their ability to make payment, additional allowances may be required. Failure to accurately estimate the losses for doubtful accounts and ensure that payments are received on a timely basis could have a material adverse effect on the Company's business, financial condition, results of operations, and cash flows.

Inventory

Inventories include material, direct labor and related manufacturing overhead, and are stated at the lower of cost or market determined on a first-in, first-out basis. The Company records inventory when it takes delivery and title to the product according to the terms of each supply contract.

Program costs may be deferred and recorded as inventory on contracts on which costs are incurred in excess of approved contractual amounts and/or funding, if future recovery of the costs is deemed probable.

At each balance sheet date, the Company evaluates its ending inventories for excess quantities and obsolescence. Inventories that management considers excess or obsolete are reserved. Management considers forecasted demand in relation to the inventory on hand, competitiveness of product offerings, market conditions and product life cycles when determining excess and obsolescence and net realizable value adjustments. Once inventory is written down and a new cost basis is established, it is not written back up if demand increases.

For the fiscal years ended March 31, 2016 and 2015, the Company recorded inventory reserves of approximately \$2.7 million and \$1.4 million, respectively, based on evaluating its ending inventory on hand for excess quantities and obsolescence. For the fiscal years ended March 31, 2016, 2015, and 2014, the Company recorded benefits of \$5.0 million, \$8.0 million, and \$4.3 million, respectively, for the usage of inventories previously reserved.

Property, Plant and Equipment

Property, plant and equipment are carried at cost less accumulated depreciation and amortization. The Company accounts for depreciation and amortization using the straight-line method to allocate the cost of property, plant and equipment over their estimated useful lives as follows:

Asset Classification	Estimated Useful Life in Years
Building	40
Process upgrades to the building	10-40
Machinery and equipment	3-10
Furniture and fixtures	3-5
Leasehold improvements	Shorter of the estimated useful life or the remaining lease term

Expenditures for maintenance and repairs are expensed as incurred. Upon retirement or other disposition of assets, the costs and related accumulated depreciation are eliminated from the accounts and the resulting gain or loss is reflected in operating expenses.

Valuation of Long-Lived Assets

The Company periodically evaluates its long-lived assets, consisting principally of fixed assets and amortizable intangible assets for potential impairment. In accordance with the applicable accounting guidance for the treatment of long-lived assets, the Company reviews the carrying value of its long-lived assets or asset group that is held and used, including intangible assets subject to amortization, for impairment whenever events and circumstances indicate that the carrying value of the assets may not be recoverable. Under the held and used approach, the asset or asset group to be tested for impairment should represent the lowest level for which identifiable cash flows are largely independent of the cash flows of other groups of assets and liabilities. The Company evaluates its long-lived assets whenever events or circumstances suggest that the carrying amount of an asset or group of assets may not be recoverable from the estimated undiscounted future cash flows.

Equity Method Investments

The Company uses the equity method of accounting for investments in entities in which it has an ownership interest, but does not exercise a controlling interest in the operating and financial policies of an investee. Under this method, an investment is carried at the acquisition cost, plus the Company's equity in undistributed earnings or losses since acquisition.

The Company periodically tests its investments for potential impairment whenever events and circumstances indicate a loss in the fair value of the investments may be other than temporary. During the year ended March 31, 2016, the Company recorded an impairment charge of \$0.7 million on its investment in Tres Amigas. During the fiscal years ended March 31, 2015 and 2014, the Company recorded impairment charges of \$3.5 and \$1.3 million, respectively, on its investment in Blade Dynamics. Both of these minority investments have been sold as of March 31, 2016. See Note 15, "Minority Investments", for further discussion.

Revenue Recognition

The Company recognizes revenue for product sales upon customer acceptance, which can occur at the time of delivery, installation or post-installation where applicable, provided persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable and the collectability is reasonably assured. Existing customers are subject to ongoing credit evaluations based on payment history and other factors. If it is determined during the arrangement that collectability is not reasonably assured, revenue is recognized on a cash basis of accounting. Certain of the Company's contracts involve retention amounts which are contingent upon meeting certain performance requirements through the expiration of the contract warranty periods. For contractual arrangements that involve retention, the Company recognizes revenue for these amounts upon the expiration of the warranty period, meeting the performance requirements and when collection of the fee is reasonably assured.

During the year ended March 31, 2011, the Company determined that revenues from certain of its customers in China could not be recorded for shipments made according to the delivery terms, as the fee was not fixed or determinable or collectability was not reasonably assured. For these customers, the Company is utilizing a cash basis of accounting with cash applied first against accounts receivable balances, then costs of shipments (inventory and value added taxes) before recognizing any gross margin. Payments of \$3.7 million were received from these customers during the fiscal year ended March 31, 2014, for past shipments and recorded as revenue. There were no payments received for past shipments in the fiscal years ended March 31, 2016 and 2015.

For certain arrangements, such as contracts to perform research and development, prototype development contracts and certain product sales, the Company records revenues using the percentage-of-completion method, measured by the relationship of costs incurred to total estimated contract costs. Percentage-of-completion revenue recognition accounting is predominantly used on certain turnkey power systems installations for electric utilities and long-term prototype development contracts with the U.S. government. The Company follows this method since reasonably dependable estimates of the revenues and costs applicable to various stages of a contract can be made. However, the ability to reliably estimate total costs at completion is challenging, especially on long-term prototype development contracts, and could result in future changes in contract estimates. For contracts where reasonably dependable estimates of the revenues and costs cannot be made, the Company follows the completed-contract method.

The Company enters into sales arrangements that may provide for multiple deliverables to a customer. Sales of certain products may include extended warranty and support or service packages, and at times include performance bonds. As these contracts progress, the Company continually assesses the probability of a payout from the performance bond. Should the Company determine that such a payout is likely; the Company would record a liability. The Company would reduce revenue to the extent a liability is recorded. In addition, the Company enters into licensing arrangements that include training services.

Deliverables are separated into more than one unit of accounting when (1) the delivered element(s) have value to the customer on a stand-alone basis, and (2) delivery of the undelivered element(s) is probable and substantially in the control of the Company. In general, revenues are separated between the different product shipments which have stand-alone value, and the various services to be provided. Revenue for product shipments is recognized in accordance with the Company's policy for product sales, while revenues for the services are recognized over the period of performance. The Company identifies all goods and/or services that are to be delivered separately under a sales arrangement and allocates revenue to each deliverable based on the element's fair value as determined by vendor-specific objective evidence ("VSOE"), which is the price charged when that element is sold separately, or third-party evidence ("TPE"). When VSOE and TPE are unavailable, fair value is based on the Company's best estimate of selling price utilizing a cost plus reasonable margin consistent with how the Company has set pricing historically for similar products and services. When the Company's estimates are used to determine fair value, management makes its estimates using reasonable and objective evidence to determine the price. The Company reviews VSOE and TPE at least annually. If the Company concludes it is unable to establish fair values for one or more undelivered elements within a multiple-element arrangement using VSOE then the Company uses TPE or the best estimate of the selling price for that unit of accounting, being the price at which the vendor would transact if the unit of accounting were sold by the vendor regularly on a standalone basis.

The Company's license agreements provide either for the payment of contractually determined paid-up front license fees or milestone based payments in consideration for the grant of rights to manufacture and or sell products using our patented technologies or know-how. Some of these agreements provide for the release of the licensee from intellectual property infringements past and future claims. When the Company can determine that it has no further obligations other than the grant of the license and that the Company has fully transferred the technology knowhow, the Company recognizes the revenue under a completed contract model. In other license arrangements, the Company may also agree to provide training services to transfer the technology know-how. In these arrangements the Company has determined that the licenses have no standalone value to the customer and are not separable from training services as the Company can only fully transfer the technology knowhow through the training component. Accordingly, the Company accounts for these arrangements as a single unit of accounting, and recognizes revenue over the period of its performance and milestones that have been achieved. Costs for these arrangements are expensed as incurred.

In December 2015, the Company entered into a set of strategic agreements valued at approximately \$210.0 million with Inox, which includes a multi-year supply contract pursuant to which the Company will supply electric control systems to Inox and a license agreement allowing Inox to manufacture a limited number of electrical control systems over the next three to four years. We determined this license has standalone value to the customer and can be separated from the supply contract. The license agreement includes customer acceptance criteria to demonstrate the know-how to manufacture the electrical control systems has been fully transferred. The Company will defer recognition of the revenue allocable to the license until this acceptance criteria has been met.

In March 2016, the Company entered into a set of agreements to jointly develop an advanced low cost manufacturing process for second generation high temperature superconductor wire with BASF. Under the joint development agreement, the Company's manufacturing know-how for its Amperium® superconductor wire and BASF's chemical solution deposition production technology will be combined. As part of the agreements, the Company also entered into a royalty-bearing, non-exclusive license under which the Company agreed to provide BASF a specified portion of its second generation (2G) high temperature superconductor (HTS) wire manufacturing technology. The Company determined that the license rights it provides to BASF have standalone value from the ongoing joint development effort. We transferred the license rights to BASF in March 2016 recording \$3.0M of license revenue in the fiscal year ended March 31, 2016 as there were no remaining obligations associated with these rights. Any newly developed intellectual property as a result of the joint development will be owned by BASF. Should this development effort be successful, the Company has the right to incorporate this new technology into its manufacturing process on a royalty-free basis. BASF has also agreed to make guaranteed annual payments to the Company through 2017 and has an option to continue the joint development through 2018. The Company will record revenue for the research and development services being provided over the term of the arrangement.

The Company has elected to record taxes collected from customers on a net basis and does not include tax amounts in revenue or costs of revenue.

Customer deposits received in advance of revenue recognition are recorded as deferred revenue until customer acceptance is received. Deferred revenue also represents the amount billed to and/or collected from commercial and government customers on contracts which permit billings to occur in advance of contract performance/revenue recognition.

Product Warranty

Warranty obligations are incurred in connection with the sale of the Company's products. The Company generally provides a one to three year warranty on its products, commencing upon installation. The costs incurred to provide for these warranty obligations are estimated and recorded as an accrued liability at the time of sale. Future warranty costs are estimated based on historical performance rates and related costs to repair given products. The accounting estimate related to product warranty involves judgment in determining future estimated warranty costs. Should actual performance rates or repair costs differ from estimates, revision to the estimated warranty liability would be required.

Research and Development Costs

Research and development costs are expensed as incurred.

Income Taxes

The Company's provision for income taxes is composed of a current and a deferred portion. The current income tax provision is calculated as the estimated taxes payable or refundable on tax returns for the current year. The deferred income tax provision is calculated for the estimated future tax effects attributable to temporary differences and carry-forwards using expected tax rates in effect in the years during which the differences are expected to reverse.

During November 2015, the FASB issued ASU 2015-17, "Balance Sheet Classification of Deferred Taxes", which simplifies the presentation of deferred income taxes. This ASU requires that deferred tax assets and liabilities be classified as non-current in a statement of financial position. The Company early-adopted ASU 2015-17 effective January 1, 2016 on a prospective basis. Adoption of this ASU resulted in all deferred tax assets and liabilities being presented as non-current in the Consolidated Balance Sheet as of January 1, 2016. No prior periods were retrospectively adjusted.

Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial reporting amounts at each fiscal year end based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce net deferred tax assets to the amount expected to be realized. The Company has provided a valuation allowance against its U.S. and foreign deferred income tax assets since the Company believes that it is more likely than not that these deferred tax assets are not currently realizable due to uncertainty around profitability in the future.

Accounting for income taxes requires a two-step approach to recognizing and measuring uncertain tax positions. The first step is to evaluate the tax position for recognition by determining if, based on the technical merits, it is more likely than not that the position will be sustained upon audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon ultimate settlement. The Company reevaluates these uncertain tax positions on a quarterly basis. This evaluation is based on factors including, but not limited to, changes in facts or circumstances, changes in tax law, effectively settled issues under audit and new audit activity. Any changes in these factors could result in the recognition of a tax benefit or an additional charge to the tax provision. The Company includes interest and penalties related to gross unrecognized tax benefits within the provision for income taxes. See Note 11, "Income Taxes," for further information regarding our income tax assumptions and expenses.

The Company evaluates its permanent reinvestment assertions with respect to foreign earnings at each reporting period. The Company has not recorded a deferred tax asset for the temporary difference associated with the excess of the tax basis over its book basis in its Austrian and Chinese subsidiaries as the future tax benefit is not expected to reverse in the foreseeable future. The Company has recorded a deferred tax liability as of March 31, 2016 for the undistributed earnings of its remaining foreign subsidiaries for which it can no longer assert are permanently reinvested. The total amount of undistributed earnings available to be repatriated at March 31, 2016 was \$1.2 million resulting in the recording of a \$0.4 million net deferred federal and state income tax liability. See Note 11, "Income Taxes," for further information regarding our income tax assumptions and expenses.

Stock-Based Compensation

The Company accounts for stock-based payment transactions using a fair value-based method and recognizes the related expense in the results of operations.

Stock-based compensation is estimated at the grant date based on the fair value of the award and is recognized as expense over the requisite service period of the award. The fair value of restricted stock awards is determined by reference to the fair market value of the Company's common stock on the date of grant. The Company uses the Black-Scholes option pricing model to estimate the fair value of awards with service and performance conditions. For awards with service conditions only, the Company recognizes compensation cost on a straight-line basis over the requisite service/vesting period. For awards with performance conditions, accruals of compensation cost are made based on the probable outcome of the performance conditions. The cumulative effect of changes in the probability outcomes are recorded in the period in which the changes occur.

Determining the appropriate fair value model and related assumptions requires judgment, including estimating stock price volatilities of the Company's common stock and expected terms. The expected volatility rates are estimated based on historical and implied volatilities of the Company's common stock. The expected term represents the average time that the options that vest are expected to be outstanding based on the vesting provisions and the Company's historical exercise, cancellation and expiration patterns.

The Company estimates pre-vesting forfeitures when recognizing compensation expense based on historical and forward-looking factors. Changes in estimated forfeiture rates and differences between estimated forfeiture rates and actual experience may result in significant, unanticipated increases or decreases in stock-based compensation expense from period to period. The termination of employment of certain employees who hold large numbers of stock-based awards may also have a significant, unanticipated impact on forfeiture experience and, therefore, on stock-based compensation expense. The Company will update these assumptions on at least an annual basis and on an interim basis if significant changes to the assumptions are warranted.

Computation of Net Loss per Common Share

Basic net loss per share ("EPS") is computed by dividing net loss by the weighted-average number of common shares outstanding for the period. Diluted EPS is computed by dividing the net loss by the weighted-average number of common shares and dilutive common equivalent shares outstanding during the period, calculated using the treasury stock method. Common equivalent shares include the effect of restricted stock, exercise of stock options and warrants and contingently issuable shares. For the fiscal years ended March 31, 2016, 2015, and 2014, common equivalent shares of 1,552,959, 1,567,352, and 643,158, respectively, were not included in the calculation of diluted EPS as they were considered antidilutive. The following table reconciles the numerators and denominators of the EPS calculation for the fiscal years ended March 31, 2016, 2015, and 2014 (in thousands except per share amounts):

	Fiscal year ended March 31,		
	2016	2015	2014
Numerator:			
Net loss	\$ (23,139)	\$ (48,656)	\$ (56,258)
Denominator:			
Weighted-average shares of common stock outstanding	13,295	8,559	6,411
Weighted-average shares subject to repurchase	(117)	(82)	(149)
Shares used in per-share calculation — basic	13,178	8,477	6,262
Shares used in per-share calculation — diluted	13,178	8,477	6,262
Net loss per share — basic	\$ (1.76)	\$ (5.74)	\$ (8.98)
Net loss per share — diluted	\$ (1.76)	\$ (5.74)	\$ (8.98)

Foreign Currency Translation

The functional currency of all the Company's foreign subsidiaries is the U.S. dollar, except for AMSC Austria, for which the local currency (Euro) is the functional currency, and AMSC China, for which the local currency (Renminbi) is the functional currency. The assets and liabilities of AMSC Austria and AMSC China are translated into U.S. dollars at the exchange rate in effect at the balance sheet date and income and expense items are translated at average rates for the period. Cumulative translation adjustments are excluded from net loss and shown as a separate component of stockholders' equity. Net foreign currency gains (losses) are included in net loss and were (\$2.3) million, \$2.8 million, and (\$0.1) million for the fiscal years ended March 31, 2016, 2015 and 2014, respectively. The Company has no restrictions on the foreign exchange activities of its foreign subsidiaries, including the payment of dividends and other distributions.

Risks and Uncertainties

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could materially differ from those estimates and would impact future results of operations and cash flows.

The Company invests its available cash in high credit, quality financial instruments and invests primarily in investment-grade marketable securities, including, but not limited to, government obligations, money market funds and corporate debt instruments.

Several of the Company's government contracts are being funded incrementally, and as such, are subject to the future authorization, appropriation, and availability of government funding. The Company has a history of successfully obtaining financing under incrementally-funded contracts with the U.S. government and it expects to continue to receive additional contract modifications in the year ending March 31, 2017 and beyond as incremental funding is authorized and appropriated by the government.

Contingencies

From time to time, the Company may be involved in legal and administrative proceedings and claims of various types. The Company records a liability in its consolidated financial statements for these matters when a loss is known or considered probable and the amount can be reasonably estimated. Management reviews these estimates in each accounting period as additional information is known and adjusts the loss provision when appropriate. If the loss is not probable or cannot be reasonably estimated, a liability is not recorded in the consolidated financial statements. If, with respect to a matter, it is not both probable to result in liability and the amount of loss cannot be reasonably estimated, an estimate of possible loss or range of loss is disclosed unless such an estimate cannot be made. The Company does not recognize gain contingencies until they are realized. Legal costs incurred in connection with loss contingencies are expensed as incurred. See Note 13, "Commitments and Contingencies," for further information regarding the Company's pending litigation.

Debt

For debt arrangements, the Company considers any embedded equity-linked components and accounts for the fair value of any embedded warrants and derivatives. The Company elects not to use the fair value option for recording debt arrangements and elects to record the debt at the stated value of the loan agreement on the date of issuance. Any other elements present are reviewed to determine if they are embedded derivatives requiring bifurcation and requiring valuation under the fair value option. Derivatives and warrants, which meet the condition to satisfy an obligation by issuing a variable number of equity shares, are recorded at fair value. The carrying value assigned to the host instrument will be the difference between the previous carrying value of the host instrument and the fair value of the warrants and derivatives. There is no immediate gain/loss from the initial recognition and measurement if the embedded derivative is accounted for separately from its host contract. There is an offsetting debt discount or premium as a result of the fair value assigned to the warrants and derivatives, as well as any debt issuance costs, which is amortized under the effective interest method over the term of the loan. Each reporting period, fair value is assessed for the warrants and derivatives with the change in value being recorded as other income/loss. See Note 9, "Debt," and Note 10, "Warrants and Derivative Liabilities," for a full discussion regarding the activity and financial impact for the Company's debt, warrants and derivative liabilities.

Disclosure of Fair Value of Financial Instruments

The Company's financial instruments consist principally of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses, warrants to purchase shares of common stock, derivatives, and a senior secured term loan. The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses due to their short nature approximate fair value at March 31, 2016 and 2015. The estimated fair values have been determined through information obtained from market sources and management estimates. The fair value for the debt and warrant arrangements have been estimated by management based on the terms that it believes it could obtain in the current market for debt with the same terms and similar maturities. The Company classifies the estimates used to fair value these instruments as Level 3 inputs See Note 3, "Fair Value Measurements" for a full discussion on fair value measurements.

3. Fair Value Measurements

A valuation hierarchy for disclosure of the inputs to valuation used to measure fair value has been established. This hierarchy prioritizes the inputs into three broad levels as follows:

- Level 1 -** Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.
- Level 2 -** Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).
- Level 3 -** Unobservable inputs that reflect the Company's assumptions that market participants would use in pricing the asset or liability. The Company develops these inputs based on the best information available, including its own data.

The Company provides a gross presentation of activity within Level 3 measurement roll-forward and details of transfers in and out of Level 1 and 2 measurements. A change in the hierarchy of an investment from its current level is reflected in the period during which the pricing methodology of such investment changes. Disclosure of the transfer of securities from Level 1 to Level 2 or Level 3 is made in the event that the related security is significant to total cash and investments. The Company did not have any transfers of assets and liabilities from Level 1 and Level 2 to Level 3 of the fair value measurement hierarchy during the year ended March 31, 2016.

A financial asset's or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The following table provides the assets and liabilities carried at fair value on a recurring basis, measured as of March 31, 2016 and 2015 (in thousands):

	<u>Total Carrying Value</u>	<u>Quoted Prices in Active Markets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
March 31, 2016:				
Assets:				
Cash equivalents	\$ 16,040	\$ 16,040	\$ -	\$ -
Derivative liabilities:				
Warrants	\$ 3,227	\$ -	\$ -	\$ 3,227
March 31, 2015:				
Assets:				
Cash equivalents	\$ 12,519	\$ 12,519	\$ -	\$ -
Derivative liabilities:				
Warrants	\$ 2,999	\$ -	\$ -	\$ 2,999

The table below reflects the activity for the Company's major classes of liabilities measured at fair value on a recurring basis (in thousands):

	<u>Warrants</u>
April 1, 2015	\$ 2,999
Mark to market adjustment	228
Balance at March 31, 2016	<u>\$ 3,227</u>
	<u>Warrants</u>
April 1, 2014	\$ 2,601
Warrant issuance with equity offering	4,255
Warrant issuance with senior secured term loan	106
Mark to market adjustment	(3,963)
Balance at March 31, 2015	<u>\$ 2,999</u>

Valuation Techniques

Cash Equivalents

Cash equivalents consist of highly liquid instruments with maturities of three months or less that are regarded as high quality, low risk investments and are measured using such inputs as quoted prices, and are classified within Level 1 of the valuation hierarchy. Cash equivalents consist principally of certificates of deposits and money market accounts.

Warrants

Warrants were issued in conjunction with a Securities Purchase Agreement (the "Purchase Agreement") with Capital Ventures International ("CVI"), an equity offering to Hudson Bay Capital in November 2014, and a Loan and Security Agreement with Hercules Technology Growth Capital, Inc. ("Hercules"). See Note 9, "Debt," and Note 10 "Warrants and Derivative Liabilities," for additional information. These warrants are subject to revaluation at each balance sheet date, and any change in fair value will be recorded as a change in fair value in derivatives and warrants until the earlier of their exercise or expiration.

The Company relies on various assumptions in a lattice model to determine the fair value of warrants. The Company has valued the warrants within Level 3 of the valuation hierarchy. See Note 10, "Warrants and Derivative Liabilities," for a discussion of the warrants and the valuation assumptions used.

4. Accounts Receivable

Accounts receivable at March 31, 2016 and March 31, 2015 consisted of the following (in thousands):

	March 31, 2016	March 31, 2015
Accounts receivable (billed)	\$ 18,089	\$ 8,946
Accounts receivable (unbilled)	1,229	987
Less: Allowance for doubtful accounts	(54)	(54)
Accounts receivable, net	<u>\$ 19,264</u>	<u>\$ 9,879</u>

5. Inventory

Inventory at March 31, 2016 and March 31, 2015 consisted of the following (in thousands):

	March 31, 2016	March 31, 2015
Raw materials	\$ 9,665	\$ 9,411
Work-in-process	3,411	2,117
Finished goods	3,215	7,487
Deferred program costs	2,221	1,581
Net inventory	<u>\$ 18,512</u>	<u>\$ 20,596</u>

The Company recorded inventory write-downs of \$2.7 million and \$1.4 million for the fiscal years ended March 31, 2016 and 2015, respectively. These write downs were based on evaluating its inventory on hand for excess quantities and obsolescence.

Deferred program costs as of March 31, 2016 and March 31, 2015 primarily represent costs incurred on programs accounted for under contract accounting where the Company needs to complete development milestones before revenue and costs will be recognized.

6. Property, Plant and Equipment

The cost and accumulated depreciation of property and equipment at March 31, 2016 and 2015 are as follows (in thousands):

	March 31, 2016	March 31, 2015
Land	\$ 3,643	\$ 3,643
Construction in progress - equipment	601	130
Buildings	34,549	34,549
Equipment and software	73,659	81,855
Furniture and fixtures	1,215	1,156
Leasehold improvements	3,600	4,132
Property, plant and equipment, gross	117,267	125,465
Less accumulated depreciation	(67,489)	(69,368)
Property, plant and equipment, net	<u>\$ 49,778</u>	<u>\$ 56,097</u>

Depreciation expense was \$7.4 million, \$9.0 million, and \$9.9 million, for the fiscal years ended March 31, 2016, 2015, and 2014, respectively. See Note 16, "Restructuring and Impairments," for additional information regarding the effect the Company's restructuring plan had on property, plant and equipment.

7. Intangible Assets

Intangible assets at March 31, 2016 and 2015 consisted of the following (in thousands):

	2016			2015			Estimated Useful Life
	Gross Amount	Accumulated Amortization	Net Book Value	Gross Amount	Accumulated Amortization	Net Book Value	
Licenses	\$ 4,422	\$ (3,739)	\$ 683	\$ 4,422	\$ (3,328)	\$ 1,094	7
Core technology and know-how	5,010	(4,839)	171	4,858	(4,530)	328	5-10
Intangible assets	<u>\$ 9,432</u>	<u>\$ (8,578)</u>	<u>\$ 854</u>	<u>\$ 9,280</u>	<u>\$ (7,858)</u>	<u>\$ 1,422</u>	

The Company recorded intangible amortization expense of \$0.6 million, \$0.6 million, and \$0.8 million for the fiscal years ended March 31, 2016, 2015, and 2014, respectively.

Expected future amortization expense related to intangible assets is as follows (in thousands):

	Fiscal years ending March 31,	Total
2017		\$ 553
2018		301
Total		<u>\$ 854</u>

The geographic composition of intangible assets is as follows (in thousands):

	March 31,	
	2016	2015
Intangible assets by geography:		
U.S.	\$ 854	\$ 1,422
Europe	-	-
Total	<u>\$ 854</u>	<u>\$ 1,422</u>

The business segment composition of intangible assets is as follows (in thousands):

	March 31,	
	2016	2015
Intangible assets by business segments:		
Wind	\$ -	\$ -
Grid	854	1,422
Total	<u>\$ 854</u>	<u>\$ 1,422</u>

8. Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses at March 31, 2016 and March 31, 2015 consisted of the following (in thousands):

	March 31, 2016	March 31, 2015
Accounts payable	\$ 5,837	\$ 7,062
Accrued inventories in-transit	1,908	1,127
Accrued other miscellaneous expenses	3,003	3,254
Accrued compensation	7,526	5,960
Income taxes payable	1,281	278
Accrued warranty	3,601	3,934
Total	<u>\$ 23,156</u>	<u>\$ 21,615</u>

The Company generally provides a one to three year warranty on its products, commencing upon installation. A provision is recorded upon revenue recognition to cost of revenues for estimated warranty expense based on historical experience.

Product warranty activity was as follows (in thousands):

	Fiscal Years Ended March 31,	
	2016	2015
Balance at beginning of period	\$ 3,934	\$ 3,207
Change in accruals for warranties during the period	1,865	2,839
Settlements during the period	(2,198)	(2,112)
Balance at end of period	\$ 3,601	\$ 3,934

9. Debt

Senior Secured Term Loans

On November 15, 2013, the Company amended its existing Loan and Security Agreement with Hercules, and entered into a term loan (the "Term Loan B"), borrowing \$10.0 million. After closing fees and expenses, the net proceeds to the Company for the Term Loan B were \$9.8 million. The Term Loan B bears an interest rate of 11% plus the percentage, if any, by which the prime rate as reported by the Wall Street Journal exceeds 3.75%. The Company is repaying the Term Loan B in equal monthly installments ending on November 1, 2016. The principal balance of the Term Loan B is approximately \$2.7 million as of March 31, 2016. The Company will pay an end of term fee of \$0.5 million upon the earlier of maturity or prepayment of the Term Loan B. The Company has accrued the end of term fee and recorded a corresponding amount into the debt discount. The Term Loan B includes a mandatory prepayment feature which allows Hercules the right to use any of the Company's net proceeds from specified asset dispositions greater than \$1.0 million in a calendar year to pay off any outstanding accrued interest and principal balance on the Term Loan B. The Company determined the fair value to be de-minimis for this feature. In addition, the Company incurred \$0.2 million of legal and origination costs in the three months ended December 31, 2013, which have been recorded as a debt discount.

On December 19, 2014, the Company entered into a second amendment with Hercules (the "Hercules Second Amendment") and entered into a new term loan, borrowing an additional \$1.5 million (the "Term Loan C"). After closing fees and expenses, the net proceeds to the Company for the Term Loan C were \$1.4 million. The Term Loan B and Term Loan C are collectively referred to as the "Term Loans". The Term Loan C also bears the same interest rate as the Term Loan B. The Company will make interest only payments until maturity on June 1, 2017, when the loan is scheduled to be repaid in its entirety. The maturity date of the Term Loan C was extended from March 1, 2017 to June 1, 2017 due to the Company's April 2015 equity offering which raised more than \$10 million in new capital before December 31, 2015. The Company will pay an end of term fee of approximately \$0.1 million upon earlier of maturity or prepayment of the Term Loan C. The Company has accrued the end of term fee and recorded a corresponding amount in the debt discount. The Term Loan C includes the same mandatory prepayment feature as the Term Loan B. The Company determined the fair value to be de-minimis for this feature. In addition, the Company incurred approximately \$0.1 million of legal and origination costs in the three months ended December 31, 2014, which have been recorded as a debt discount.

Hercules received warrants to purchase 13,927 shares of common stock (the "First Warrant") and 25,641 shares of common stock (the "Second Warrant") in conjunction with a prior term loan which has been repaid in full and the Term Loan B. Due to certain adjustment provisions within the warrants, they qualified for liability accounting and the fair value of the warrants \$0.4 million and \$0.2 million respectively was recorded upon issuance to debt discount and a warrant liability. In conjunction with the Hercules Second Amendment, the First Warrant and Second Warrant were cancelled and replaced with the issuance of a new warrant (the "Hercules Warrant") to purchase 58,823 shares of common stock at an exercise price of \$11.00 per share, subject to adjustment. The Warrant expires on June 30, 2020. See Note 10, "Warrants and Derivative Liabilities", for a discussion on the Warrant and the valuation assumptions used.

Under Term Loan B, the total debt discount including the Warrant, end of term fee and legal and origination costs of \$1.0 million is being amortized into interest expense over the term of the Term Loan B using the effective interest method. During the years ended March 31, 2016 and 2015, the Company recorded non-cash interest expense for amortization of the debt discount related to the Term Loan B of \$0.2 million and \$0.4 million, respectively. Under Term Loan C, the total debt discount, including the Warrant, end of term fee and legal and origination costs of \$0.3 million is being amortized into interest expense over the term of the Term Loan C using the effective interest method. During each of the fiscal years ended March 31, 2016 and 2015, the Company recorded non-cash interest expense for amortization of the debt discount related to the Term Loan C of \$0.1 million, and less than \$0.1 million, respectively.

The Term Loans are secured by substantially all of the Company's existing and future assets, including a mortgage on real property owned by the Company's wholly-owned subsidiary, ASC Devens LLC, and located at 64 Jackson Road, Devens, Massachusetts. The Term Loans contain certain covenants that restrict the Company's ability to, among other things, incur or assume certain debt, merge or consolidate, materially change the nature of the Company's business, make certain investments, acquire or dispose of certain assets, make guarantees or grant liens on its assets, make certain loans, advances or investments, declare dividends or make distributions or enter into transactions with affiliates. In addition, there is a covenant that requires the Company to maintain a minimum unrestricted cash balance (the "Minimum Threshold") in the United States. As a result of the Company's April 2015 equity offering, the Minimum Threshold was reduced to the lesser of \$2.0 million or the aggregate outstanding principal balance of the Term Loans. As of March 31, 2016, the Minimum Threshold was \$2.0 million. The events of default under the Term Loans include, but are not limited to, failure to pay amounts due, breaches of covenants, bankruptcy events, cross defaults under other material indebtedness and the occurrence of a material adverse effect and/or change in control. In the case of a continuing event of default, Hercules may, among other remedies, declare due all unpaid principal amounts outstanding and any accrued but unpaid interest and foreclose on all collateral granted to Hercules as security under the Term Loans.

Although the Company believes that it is in compliance with the covenants and restrictions under the Term Loans as of March 31, 2016, there can be no assurance that the Company will continue to be in compliance.

Senior Convertible Note

On April 4, 2012, the Company entered into a Purchase Agreement with CVI and completed a private placement of a senior convertible note (the "Note"). After fees and expenses, the net proceeds of the Note were \$23.2 million. On March 2, 2014 the Note was extinguished for approximately 663,000 shares of common stock. As a result of this transaction, the Company recorded a loss on the extinguishment of debt of \$5.2 million during the three months ended March 31, 2014. During the year ended March 31, 2014 the Company recorded non-cash interest expense for the amortization of the debt discount related to the Note of \$4.1 million. In conjunction with the Note, CVI received a warrant to purchase 309,406 shares of common stock. Due to certain adjustment provisions within the warrant it qualified for liability accounting. See Note 10, "Warrants and Derivative Liabilities", for a discussion on the Warrant and the valuation assumptions used.

Interest expense on the Note and Term Loans for the fiscal years ended March 31, 2016, 2015 and 2014, was \$1.0 million, \$1.7 million and \$9.7 million, respectively, which included \$0.4 million, \$0.5 million and \$7.7 million, respectively, of non-cash interest expense related to the amortization of the debt discount and payment of the Note in Company common stock at a discount.

10. Warrants and Derivative Liabilities

Senior Convertible Note Warrant

On April 4, 2012, the Company entered into the Purchase Agreement with CVI. The Purchase Agreement included a warrant to purchase 309,406 shares of the Company's common stock (the "Original Warrant"). Pursuant to an exchange in October 2013, the Original warrant was exchanged for a new warrant (the "Exchanged Warrant"). The Exchanged Warrant is exercisable at any time on or after the date that is six months after the issuance of the Original Warrant and entitles CVI to purchase shares of the Company's common stock for a period of five years from the date the Original Warrant becomes exercisable at an exercise price equal to \$15.94 per share, subject to certain price-based and other anti-dilution adjustments. The Exchanged Warrant may not be exercised if, after giving effect to the conversion, CVI together with its affiliates, would beneficially own in excess of 4.99% of the Company's common stock. This percentage may be raised to any other percentage not in excess of 9.99% at the option of CVI, upon at least 61-days prior notice to the Company, or lowered to any other percentage, at the option of CVI, at any time.

The Company calculated the fair value of the warrant, utilizing an integrated lattice model. The lattice model is an option pricing model that involves the construction of a binomial tree to show the different paths that the underlying asset may take over the option's life. A lattice model can take into account expected changes in various parameters such as volatility over the life of the options, providing more accurate estimates of option prices than the Black-Scholes model. See Note 3, "Fair Value Measurements" for further discussion

The Company accounts for the Exchanged Warrant as a liability due to certain adjustment provisions within the warrant, which requires that it be recorded at fair value. The Exchanged Warrant is subject to revaluation at each balance sheet date and any change in fair value is recorded as a change in fair value of derivatives and warrants until the earlier of its expiration or its exercise at which time the warrant liability will be reclassified to equity.

Following is a summary of the key assumptions used to calculate the fair value of the Exchanged Warrant:

Fiscal Year 15	March 31, 2016	December 31, 2015	September 30, 2015	June 30, 2015
Risk-free interest rate	0.66%	0.96%	0.64%	0.74%
Expected annual dividend yield	—%	—%	—%	—%
Expected volatility	76.76%	76.68%	73.39%	71.61%
Term (years)	1.51	1.76	2.01	2.26
Fair value	\$0.4 million	\$0.3 million	\$0.1 million	\$0.2 million

Fiscal Year 14	March 31, 2015	December 31, 2014	September 30, 2014	June 30, 2014
Risk-free interest rate	0.73%	1.00%	1.07%	0.98%
Expected annual dividend yield	—%	—%	—%	—%
Expected volatility	70.42%	72.38%	76.20%	83.50%
Term (years)	2.51	2.76	3.01	3.26
Fair value	\$0.3 million	\$0.5 million	\$1.5 million	\$2.3 million

Fiscal Year 13	March 31, 2014	December 31, 2013	Post- modification October 9, 2013	Pre- modification October 9, 2013	September 30, 2013	June 30, 2013	March 31, 2013
Risk-free interest rate	1.11%	1.17%	1.05%	1.05%	1.02%	1.13%	0.67%
Expected annual dividend yield	—%	—%	—%	—%	—%	—%	—%
Expected volatility	80.99%	75.60%	71.45%	71.45%	71.98%	71.90%	71.74%
Term (years)	3.51	3.76	3.99	3.99	4.01	4.27	4.51
Fair value	\$ 2.2 million	\$ 2.2 million	\$ 3.2 million	\$ 2.2 million	\$ 2.5 million	\$ 3.0 million	\$ 3.4 million

The Company recorded a net loss, resulting from an increase in the fair value of the Exchanged Warrant, of \$0.1 million, and a net gain, resulting from a decrease in the fair value of the Exchanged Warrant, of \$1.9 million and \$1.2 million to change in fair value of derivatives and warrants in the fiscal years ended March 31, 2016, 2015 and 2014 respectively.

Hercules Warrant

On December 19, 2014, the Company entered into the Hercules Second Amendment, (see Note 10, "Debt" for additional information). In conjunction with the agreement, the Company issued the Hercules Warrant to purchase 58,823 shares of the Company's common stock. The Hercules Warrant is exercisable at any time after its issuance at an initial exercise price of \$11.00 per share, subject to certain price-based and other anti-dilution adjustments, and expires on June 30, 2020. As a result of the equity offering in April 2015, the exercise price of the Hercules Warrant was reduced to \$9.41 per share.

The Company accounts for the Hercules Warrant as a liability due to certain provisions within the warrant. The Hercules Warrant is subject to revaluation at each balance sheet date and any change in fair value is recorded as a change in fair value of derivatives and warrants until the earlier of its expiration or its exercise, at which time the warrant liability will be reclassified to equity.

Following is a summary of the key assumptions used to calculate the fair value of the Hercules Warrant:

Fiscal Year 15	March 31, 2016	December 31, 2015	September 30, 2015	June 30, 2015
Risk-free interest rate	1.08%	1.65%	1.31%	1.63%
Expected annual dividend yield	—%	—%	—%	—%
Expected volatility	70.25%	73.57%	75.32%	72.57%
Term (years)	4.25	4.50	4.75	5.00
Fair value	\$0.2 million	\$0.2 million	\$0.1 million	\$0.2 million

Fiscal Year 14	March 31, 2015	December 31, 2014	New Issuance December 19, 2014
Risk-free interest rate	1.41%	1.73%	1.74%
Expected annual dividend yield	—%	—%	—%
Expected volatility	74.60%	77.43%	70.26%
Term (years)	5.25	5.50	5.53
Fair value	\$0.2 million	\$0.2 million	\$0.2 million

The Company recorded no significant change, in the fair value of the Hercules Warrant in the fiscal years ended March 31, 2016, and 2015.

November 2014 Warrant

On November 13, 2014, the Company completed an offering of approximately 909,090 units of the Company's common stock with Hudson Bay Capital. Each unit consisted of one share of the Company's common stock and 0.9 of a warrant to purchase one share of common stock, or a warrant to purchase in the aggregate 818,181 shares (the "November 2014 Warrant"). The November 2014 Warrant is exercisable at any time, at an initial exercise price equal to \$11.00 per share, subject to certain price-based and other anti-dilution adjustments, and expires on November 13, 2019. As a result of the April 2015 equity offering, the exercise price of the November 2014 Warrant was reduced to \$9.41 per share.

The Company accounts for the November 2014 Warrant as a liability due to certain provisions within the warrant. The November 2014 Warrant is subject to revaluation at each balance sheet date and any change in fair value is recorded as a change in fair value of derivatives and warrants until the earlier of its expiration or its exercise, at which time the warrant liability will be reclassified to equity.

Following is a summary of the key assumptions used to calculate the fair value of the November 2014 Warrant:

Fiscal Year 15	March 31, 2016	December 31, 2015	September 30, 2015	June 30, 2015
Risk-free interest rate	0.98%	1.51%	1.17%	1.44%
Expected annual dividend yield	—%	—%	—%	—%
Expected volatility	69.88%	70.02%	73.02%	74.18%
Term (years)	3.62	3.87	4.12	4.37
Fair value	\$2.6 million	\$2.1 million	\$1.3 million	\$1.8 million

Fiscal Year 14	March 31, 2015	December 31, 2014	New Issuance November 13, 2014
Risk-free interest rate	1.28%	1.61%	1.64%
Expected annual dividend yield	—%	—%	—%
Expected volatility	75.96%	78.00%	72.86%
Term (years)	4.62	4.87	5.00
Fair value	\$2.5 million	\$3.2 million	\$4.3 million

The Company recorded a net loss, resulting from an increase in the fair value of the November 2014 Warrant, of \$0.1 million, and a net gain, resulting from a decrease in the fair value of the November 2014 Warrant, of \$1.8 million to change in fair value of derivatives and warrants in the fiscal years ended March 31, 2016, and 2015, respectively.

The Company prepared its estimates for the assumptions used to determine the fair value of the warrants issued in conjunction with both the Exchanged Note, the Term Loans, and the November 2014 Warrant utilizing the respective terms of the warrants with similar inputs, as described above.

11. Income Taxes

Income (loss) before income taxes for the fiscal years ended March 31, 2016, 2015, and 2014 are provided in the table as follows (in thousands):

	Fiscal years ended March 31,		
	2016	2015	2014
Income (loss) before income tax expense:			
U.S.	\$ (29,436)	\$ (40,277)	\$ (91,558)
Foreign	8,688	(8,563)	36,152
Total	\$ (20,748)	\$ (48,840)	\$ (55,406)

The components of income tax expense (benefit) attributable to continuing operations consist of the following (in thousands):

	Fiscal years ended March 31,		
	2016	2015	2014
Current			
Federal	\$ 459	\$ 47	\$ 287
State	-	-	-
Foreign	1,950	(274)	614
Total current	2,409	(227)	901
Deferred			
Federal	(18)	43	(49)
State	-	-	-
Foreign	-	-	-
Total deferred	(18)	43	(49)
Income tax (benefit) expense	\$ 2,391	\$ (184)	\$ 852

The reconciliation between the statutory federal income tax rate and the Company's effective income tax rate is shown below.

	Fiscal years ended March 31,		
	2016	2015	2014
Statutory federal income tax rate	(34) %	(34) %	(34) %
State income taxes, net of federal benefit	1	2	-
Deemed dividend and dividends paid	5	1	1
Foreign income tax rate differential	5	6	(6)
Stock options	1	1	2
Nondeductible expenses	-	1	1
Research and development tax credit	(5)	-	-
Deferred warrants	-	(3)	(1)
Interest expense	-	-	5
Extinguishment of debt	-	-	3
Reversal of uncertain tax benefits	-	(6)	-
True-up of foreign NOLs	19	-	-
Settlement of intercompany balances	(9)	-	-
Nondeductible foreign currency exchange remeasurement loss	10	-	-
Valuation allowance	18	32	30
Effective income tax rate	11 %	-	1 %

The following is a summary of the principal components of the Company's deferred tax assets and liabilities (in thousands):

	March 31, 2016	March 31, 2015
Deferred tax assets:		
Net operating loss carryforwards	\$ 281,098	\$ 272,498
Research and development and other tax credit carryforwards	11,878	10,655
Accruals and reserves	28,088	37,153
Fixed assets and intangible assets	2,393	2,432
Other	14,494	18,514
Gross deferred tax assets	337,951	341,252
Valuation allowance	(301,393)	(294,860)
Total deferred tax assets	36,558	46,392
Deferred tax liabilities:		
Intercompany debt	(27,117)	(36,298)
Other	(9,408)	(10,174)
Total deferred tax liabilities	(36,525)	(46,472)
Net deferred tax asset (liability)	\$ 33	\$ (80)

The Company has provided a full valuation allowance against its net deferred income tax assets since it is more likely than not that its deferred tax assets are not currently realizable due to the net operating losses incurred by the Company since its inception and net operating losses forecasted in the future. The Company has recorded a deferred tax asset of approximately \$13.0 million reflecting the benefit of deductions from the exercise of stock options. This deferred tax asset has been fully reserved since it is more likely than not that the tax benefit from the exercise of stock options will not be realized. The tax benefit will be recorded as a credit to additional paid-in capital if realized.

At March 31, 2016, the Company had aggregate net operating loss carryforwards in the U.S. for federal and state income tax purposes of approximately \$791.0 million and \$177.0 million, respectively, which expire in the years ending March 31, 2017 through 2036. Included in the U.S. net operating loss is \$3.7 million of acquired losses from Power Quality Systems, Inc. and \$52.5 million from excess tax deductions from stock options exercised in the years ending March 31, 2006 through 2016. Pursuant to the guidance on accounting for stock-based compensation, the deferred tax asset relating to excess tax benefits from these exercises was not recognized for financial statement purposes. The future benefit from these deductions will be recorded as a credit to additional paid-in capital when realized. Research and development and other tax credit carryforwards amounting to approximately \$9.3 million and \$2.9 million are available to offset federal and state income taxes, respectively, and will expire in the years ending March 31, 2017 through 2036.

At March 31, 2016, the Company had aggregate net operating loss carryforwards for its Austrian subsidiary, AMSC Austria GmbH, of approximately \$42.6 million which can be carried forward indefinitely subject to certain annual limitations. At March 31, 2016, the Company had aggregate net operating loss carryforwards for its Chinese operation of approximately \$32.0 million, which can be carried forward for five years and begin to expire December 31, 2016. At March 31, 2016, the Company had aggregate net operating loss carryforwards from Romania of \$0.5 million, which can be carried forward through March 31, 2023. Also the Company had immaterial amounts of current and net operating loss carryforwards for its other foreign operations which can be carried forward indefinitely.

Section 382 of the U.S. Internal Revenue Code of 1986, as amended (the "IRC"), provides limits on the extent to which a corporation that has undergone an ownership change (as defined) can utilize any NOL and general business tax credit carryforwards it may have. The Company conducted a study as a result of the April 2015 equity offering to determine whether Section 382 could limit the use of its carryforwards in this manner. After completing this study, the Company has concluded that the limitation will not have a material impact on its ability to utilize its net operating loss carryforwards. If there were material ownership changes subsequent to the study it could limit the ability to utilize its net operating loss carryforwards.

The Company has not recorded a deferred tax asset for the temporary difference associated with the excess of its tax basis over the book basis in its Austrian and Chinese subsidiaries as the future tax benefit is not expected to reverse in the foreseeable future.

The Company has recorded a deferred tax liability as of March 31, 2016 for the undistributed earnings of its remaining foreign subsidiaries for which it can no longer assert are permanently reinvested. The total amount of undistributed earnings available to be repatriated at March 31, 2016 was \$1.2 million resulting in the recording of a \$0.4 million net deferred federal and state income tax liability.

Accounting for income taxes requires a two-step approach to recognizing and measuring uncertain tax positions. The first step is to evaluate the tax position for recognition by determining if, based on the technical merits, it is more likely than not that the position will be sustained upon audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon ultimate settlement. The Company reevaluates these uncertain tax positions on a quarterly basis. This evaluation is based on factors including, but not limited to, changes in facts or circumstances, changes in tax law, effectively settled issues under audit and new audit activity. Any changes in these factors could result in the recognition of a tax benefit or an additional charge to the tax provision. The Company did not identify any uncertain tax positions at March 31, 2016. The Company did not have any gross unrecognized tax benefits at March 31, 2016 or 2015.

During the fiscal year ended March 31, 2015, the Company concluded a tax audit for the period April 1, 2008 through March 31, 2011 with its foreign subsidiary in Austria. The results of this audit found no material exceptions to the Company's tax positions.

A tabular roll-forward of the Company's uncertainties in income tax provision liability is presented below (in thousands):

Balance at March 31, 2014	\$	1,061
Reversal of uncertain tax positions		(1,061)
Balance at March 31, 2015	\$	-
Reversal of uncertain tax positions		-
Balance at March 31, 2016	\$	-

The Company accounts for interest and penalties related to uncertain tax positions as part of its provision for federal and state income taxes. Any unrecognized tax benefits, if recognized, would favorably affect its effective tax rate in any future period. The Company does not expect that the amounts of unrecognized benefits will change significantly within the next twelve months. Interest and penalties recorded in prior periods were immaterial and subsequently reversed in the year ended March 31, 2015.

The Company conducts business globally and, as a result, its subsidiaries file income tax returns in the U.S. federal jurisdiction and various state and foreign jurisdictions. Major tax jurisdictions include the U.S., China, Romania and Austria. All U.S. income tax filings for fiscal years ended March 31, 1995 through 2016 remain open and subject to examination and all fiscal years from the year ended March 31, 2012 through 2016 remain open and subject to examination in Austria. The Company's tax filings in China for calendar years 2013 and 2014 are currently being examined. Tax filings in China for calendar years 2008 through 2012 remain open and subject to examination. Tax filings in Romania for the years ended March 31, 2014 through 2016 remain open and subject to examination.

12. Stockholders' Equity

Stock-Based Compensation

The components of employee stock-based compensation for the years ended March 31, 2016, 2015 and 2014 were as follows (in thousands):

	Fiscal years ended March 31,		
	2016	2015	2014
Stock options	\$ 663	\$ 1,851	\$ 2,730
Restricted stock and stock awards	2,574	4,063	7,936
Employee stock purchase plan	11	22	30
Total stock-based compensation expense	<u>\$ 3,248</u>	<u>\$ 5,936</u>	<u>\$ 10,696</u>

The estimated fair value of the Company's stock-based awards, less expected annual forfeitures, is amortized over the awards' service period. The total unrecognized compensation cost for unvested outstanding stock options was \$0.6 million for the fiscal year ended March 31, 2016. This expense will be recognized over a weighted-average expense period of approximately 2.4 years. The total unrecognized compensation cost for unvested outstanding restricted stock was \$2.6 million for the fiscal year ended March 31, 2016. This expense will be recognized over a weighted-average expense period of approximately 1.8 years.

The following table summarizes employee stock-based compensation expense by financial statement line item for the fiscal years ended March 31, 2016, 2015 and 2014 (in thousands):

	Fiscal years ended March 31,		
	2016	2015	2014
Cost of revenues	\$ 274	\$ 719	\$ 1,002
Research and development	418	1,728	2,751
Selling, general and administrative	2,556	3,489	6,943
Total	\$ 3,248	\$ 5,936	\$ 10,696

The following table summarizes the information concerning currently outstanding and exercisable employee and non-employee options:

	Options / Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term	Aggregate Intrinsic Value (thousands)
Outstanding at March 31, 2015	380,940	\$ 84.57		
Granted	-			
Exercised	-			
Cancelled/forfeited	(14,391)	115.35		
Outstanding at March 31, 2016	366,549	\$ 83.39	5.7	\$ -
Exercisable at March 31, 2016	261,656	\$ 110.06	4.8	\$ -
Fully vested and expected to vest at March 31, 2016	357,776	\$ 85.07	5.6	\$ -

There were no stock options granted during the fiscal year ended March 31, 2016. The weighted-average grant-date fair value of stock options granted during the fiscal years ended March 31, 2015 and 2014 was per share, \$10.18 per share, and \$16.20 per share, respectively. Intrinsic value represents the amount by which the market price of the common stock exceeds the exercise price of the options. Given the decline in the Company's stock price, exercisable options as of March 31, 2016, 2015 and 2014 had no intrinsic value.

The weighted average assumptions used in the Black-Scholes valuation model for stock options granted during the fiscal years ended March 31, 2016, 2015, and 2014 are as follows:

	Fiscal years ended March 31,		
	2016	2015	2014
Expected volatility	N/A	85.5%	75.1%
Risk-free interest rate	N/A	1.9%	1.7%
Expected life (years)	N/A	5.8	5.9
Dividend yield	None	None	None

The expected volatility rate was estimated based on an equal weighting of the historical volatility of the Company's common stock and the implied volatility of the Company's traded options. The expected term was estimated based on an analysis of the Company's historical experience of exercise, cancellation, and expiration patterns. The risk-free interest rate is based on the average of the five and seven year U.S. Treasury rates.

The following table summarizes the employee and non-employee restricted stock activity for the year ended March 31, 2016:

	Shares	Weighted Average Grant Date Fair Value	Intrinsic Aggregate Value (thousands)
Outstanding at March 31, 2015	340,588	\$ 20.82	
Granted	420,189	6.24	
Vested	(262,984)	14.56	
Forfeited	(14,949)	76.22	
Outstanding at March 31, 2016	<u>482,844</u>	<u>\$ 9.62</u>	\$ 3,670

The total fair value of restricted stock that was granted during the fiscal years ended March 31, 2016, 2015 and 2014 was \$2.6 million, \$5.6 million, and \$4.5 million, which includes \$0.5 million for bonus and severance, respectively. The total fair value of restricted stock that vested during the fiscal years ended March 31, 2016, 2015 and 2014 was \$1.7 million, \$3.1 million, \$3.7 million, which includes \$0.5 million for bonus and severance, respectively.

There were no performance-based restricted stock shares awarded during the fiscal year ended March 31, 2016. The restricted stock awarded during the fiscal years ended March 31, 2015 and 2014 includes approximately 38,021, and 40,201 shares, respectively, of performance-based restricted stock, which would vest upon achievement of certain financial performance measurements. Included in the table above are 6,666 shares of restricted stock units outstanding.

The remaining shares awarded vest upon the passage of time. For awards that vest upon the passage of time, expense is being recorded over the vesting period.

Stock-Based Compensation Plans

As of March 31, 2016, the Company had two active stock plans: the 2007 Stock Incentive Plan, as amended (the "2007 Plan") and the Amended and Restated 2007 Director Stock Plan (the "2007 Director Plan"). The 2007 Plan replaced the Company's 2004 Stock Incentive Plan upon the approval by the Company's stockholders on August 3, 2007. The 2007 Director Plan replaced the Second Amended and Restated 1997 Director Stock Option Plan, which expired pursuant to its terms on May 2, 2007. Both the 2007 Plan and the 2007 Director Plan were approved by the Company's stockholders on August 1, 2014.

The 2007 Plan provides for the grant of incentive stock options intended to qualify under Section 422 of the Internal Revenue Code of 1986, as amended, nonstatutory stock options, stock appreciation rights, restricted stock, restricted stock units and other stock-based awards. In the case of options, the exercise price shall be equal to at least the fair market value of the common stock, as determined by (or in a manner approved by) the Board of Directors, on the date of grant. The contractual life of options is generally 10 years. Options generally vest over a 3-5 year period while restricted stock generally vests over a 3 year period.

As of March 31, 2016, the 2007 Director Plan provided for the grant of nonstatutory stock options and stock awards to members of the Board of Directors who are not also employees of the Company (outside directors). Under the terms of the 2007 Director Plan as of March 31, 2014, each outside director was granted an option to purchase 1,000 shares of common stock upon his or her initial election to the Board of Directors with an exercise price equal to the fair market value of the Company's common stock on the date of the grant. These options vest in equal annual installments over a two-year period. In addition, as of March 31, 2014, each outside director was granted an award of 300 shares of common stock three business days following each annual meeting of stockholders, provided that such outside director had served as a director for at least one year. Under the terms of the 2007 Director Plan effective April 1, 2014, each outside director is granted an option to purchase shares of common stock with an aggregate grant date value equal to \$40,000 upon his or her initial election to the Board with an exercise price equal to the fair market value of the Company's common stock on the date of the grant. These options vest in equal annual installments over a two-year period. In addition, effective April 1, 2014, each outside director is granted an award of shares of common stock with an aggregate grant date value equal to \$40,000 three business days following the last day of each fiscal year, subject to proration for any partial fiscal year of service.

As of March 31, 2016, the 2007 Plan had 195,194 shares and the 2007 Director Plan had 35,505 shares available for future issuance.

Employee Stock Purchase Plan

The Company has an employee stock purchase plan (ESPP) which provides employees with the opportunity to purchase shares of common stock at a price equal to the market value of the common stock at the end of the offering period, less a 15% purchase discount. The Company recognized compensation expense of less than \$0.1 million during the year fiscal ended March 31, 2016 and \$0.1 million for each of the fiscal years ended March 31, 2015 and 2014, respectively, related to the ESPP. As of March 31, 2016 the ESPP had no shares available for future issuance.

Equity Offerings

On April 29, 2015, the Company completed an equity offering with Cowen and Company, LLC, under which the Company sold 4.0 million shares of its common stock at an offering price of \$6.00 per share. After underwriting, commissions and expenses, the Company received net proceeds from the offering of approximately \$22.3 million.

13. Commitments and Contingencies

Purchase Commitments

The Company periodically enters into non-cancelable purchase contracts in order to ensure the availability of materials to support production of its products. Purchase commitments represent enforceable and legally binding agreements with suppliers to purchase goods or services. The Company periodically assesses the need to provide for impairment on these purchase contracts and record a loss on purchase commitments when required.

Lease Commitments

Operating leases include minimum payments under leases for the Company's facilities and certain equipment. The Company's primary leased facilities are located in New Berlin, Wisconsin; Suzhou and Beijing, China; Klagenfurt, Austria; and Timisoara, Romania with a combined total of approximately 183,000 square feet of space. These leases have varying expiration dates through March 2021 which can generally be terminated at the Company's request after a six month advance notice. The Company leases other locations which focus primarily on applications engineering, sales and/or field service and do not have significant leases or physical presence. See Item 2, "Properties" for further information.

Minimum future lease commitments at March 31, 2016 were as follows (in thousands):

	Fiscal years ended March 31,	Total
2017	\$	1,135
2018		469
2019		252
2020		176
2021		165
Thereafter		-
Total	\$	<u>2,197</u>

Rent expense under the operating leases mentioned above was as follows (in thousands):

	Fiscal years ended March 31,		
	2016	2015	2014
Rent expense	\$ 1,628	\$ 2,091	\$ 2,152

Legal Contingencies

From time to time, the Company is involved in legal and administrative proceedings and claims of various types. The Company records a liability in its consolidated financial statements for these matters when a loss is known or considered probable and the amount can be reasonably estimated. The Company reviews these estimates each accounting period as additional information is known and adjusts the loss provision when appropriate. If a matter is both probable to result in a liability and the amounts of loss can be reasonably estimated, the Company estimates and discloses the possible loss or range of loss to the extent necessary to make the consolidated financial statements not misleading. If the loss is not probable or cannot be reasonably estimated, a liability is not recorded in its consolidated financial statements.

On February 4, 2015, AMSC Austria entered into a Settlement Agreement with Ghodawat, which provided for, among other things, (i) a payment by AMSC Austria to Ghodawat of €7.45 million, and (ii) upon payment by AMSC Austria to Ghodawat, the full settlement of any and all disputes and claims between the parties (including their respective parent and affiliated companies), in particular relating to or arising out of the award. The Company paid the settlement amount during the fourth quarter of fiscal 2014. As a result of this agreement, the Company reversed a portion of the accrued arbitration liability and recorded a gain of approximately \$1.2 million in the fourth quarter of fiscal 2014. The Company's insurer, Catlin Specialty Insurance Company ("Catlin") sought and received a ruling from the Massachusetts Superior Court that coverage does not apply to the arbitration award liability. On January 14, 2015, the Company and AMSC Austria entered into a Settlement Agreement and Release with Catlin, which provided for, among other things, (i) the Company's and AMSC Austria's release of all claims against Catlin relating to the arbitration award liability and (ii) Catlin's release of all claims against the Company and AMSC Austria relating to approximately \$2.3 million reimbursed to date under the insurance policy for expenses incurred in connection with the arbitration proceedings. As a result of the settlement with Catlin, in the fourth quarter of fiscal 2014, the Company reversed an accrual of approximately \$2.2 million for expenses previously reimbursed by Catlin under the policy.

On September 13, 2011, the Company commenced a series of legal actions in China against Sinovel Wind Group Co. Ltd. ("Sinovel"). The Company's Chinese subsidiary, Suzhou AMSC Superconductor Co. Ltd., filed a claim for arbitration with the Beijing Arbitration Commission in accordance with the terms of the Company's supply contracts with Sinovel. The case is captioned (2011) *Jing Zhong An Zi No. 0963*. The Company alleges that Sinovel committed various material breaches of its contracts with the Company and that Sinovel has refused to pay past due amounts for prior shipments of core electrical components and spare parts. The Company is seeking compensation for past product shipments and retention (including interest) in the amount of approximately RMB 485 million (approximately \$76 million) due to Sinovel's breaches of its contracts. The Company is also seeking specific performance of its existing contracts as well as reimbursement of all costs and reasonable expenses with respect to the arbitration. The value of the undelivered components under the existing contracts, including the deliveries refused by Sinovel in March 2011, amounts to approximately RMB 4.6 billion (approximately \$720 million).

On October 8, 2011, Sinovel filed with the Beijing Arbitration Commission an application under the caption (2011) *Jing Zhong An Zi No. 0963*, for a counterclaim against the Company for breach of the same contracts under which the Company filed its original arbitration claim. Sinovel claimed, among other things, that the goods supplied by the Company do not conform to the standards specified in the contracts and claimed damages in the amount of approximately RMB 1.2 billion (approximately \$190 million). On February 27, 2012, Sinovel filed with the Beijing Arbitration Commission an application under the caption (2012) *Jing Zhong An Zi No. 0157*, against the Company for breach of the same contracts under which the Company filed its original arbitration claim. Sinovel claims, among other things, that the goods supplied by the Company do not conform to the standards specified in the contracts and claimed damages in the amount of approximately RMB 105 million (approximately \$17 million). The Company believes that Sinovel's claims are without merit and it intends to defend these actions vigorously. Since the proceedings in this matter are still in the early technical review phase, the Company cannot reasonably estimate possible losses or range of losses at this time.

Other

The Company enters into long-term construction contracts with customers that require the Company to obtain performance bonds. The Company is required to deposit an amount equivalent to some or all the face amount of the performance bonds into an escrow account until the termination of the bond. When the performance conditions are met, amounts deposited as collateral for the performance bonds are returned to the Company. In addition, the Company has various contractual arrangements in which minimum quantities of goods or services have been committed to be purchased on an annual basis.

As of March 31, 2016, the Company had \$0.5 million of restricted cash included in current assets and \$0.9 million of restricted cash included in long-term assets. These amounts included in restricted cash primarily represent deposits to secure letters of credit for various supply contracts. These deposits are held in interest bearing accounts.

14. Employee Benefit Plans

The Company has implemented a defined contribution plan (the "Plan") under Section 401(k) of the Internal Revenue Code. Any contributions made by the Company to the Plan are discretionary. The Company has a stock match program under which the Company matched, in the form of Company common stock, 50% of the first 6% of eligible contributions. The Company recorded expense of \$0.4 million, for each of the fiscal years ended March 31, 2016, 2015, and 2014, and recorded corresponding charges to additional paid-in capital related to this program.

15. Minority Investments

Investment in Tres Amigas LLC

The Company made an investment in Tres Amigas, focused on providing the first common interconnection of America's three power grids to help the country achieve its renewable energy goals and facilitate the smooth, reliable and efficient transfer of green power from region to region. The Company's original investment in Tres Amigas was \$5.4 million.

During the three months ended June 30, 2015, the Company determined that as a result of delays in Tres Amigas securing financing for the project, as well as the Company's expectation that its investment would not be recoverable based on recent adverse market indicators for potential sales of the Company's share of the investment, that its investment in Tres Amigas required further analysis for other-than-temporary impairment. The Company recorded an impairment charge of \$0.7 million to fully impair this investment in the fiscal year ended March 31, 2016.

On March 11, 2016, the Company sold 100% of its minority share investment in Tres Amigas to an investor for \$0.6 million. The Company received \$0.3 million according to the terms of the purchase agreement upon closing, which was recorded as a gain during the three months ended March 31, 2016. The final \$0.3 million is to be paid when Tres Amigas achieves the earlier of certain agreed-upon financing conditions which is expected to occur during the first half of fiscal 2016.

Investment in Blade Dynamics Ltd.

The Company acquired (through its Austrian subsidiary), a minority ownership position in Blade Dynamics, a designer and manufacturer of advanced wind turbine blades based on proprietary materials and structural technologies. The Company's original investment was for \$8.0 million in cash. During the year ended March 31, 2015, the Company determined that its investment was no longer recoverable and therefore recorded an impairment charge of \$3.5 million.

On October 6, 2015, 100% of the outstanding common stock of Blade Dynamics was acquired by a subsidiary of General Electric Company. After deducting transaction expenses, AMSC received net proceeds of \$2.8 million from the sale, which was recorded as a gain during the fiscal year ended March 31, 2016. Additionally, under the terms of the purchase agreement, AMSC may be entitled to receive up to an additional \$1.2 million in proceeds upon the successful achievement of certain milestones by Blade Dynamics over the next three years.

16. Restructuring

The Company accounts for charges resulting from operational restructuring actions in accordance with ASC Topic 420, *Exit or Disposal Cost Obligations* ("ASC 420") and ASC Topic 712, *Compensation—Nonretirement Postemployment Benefits* ("ASC 712"). In accounting for these obligations, the Company is required to make assumptions related to the amounts of employee severance, benefits, and related costs and the time period over which leased facilities will remain vacant, sublease terms, sublease rates and discount rates. Estimates and assumptions are based on the best information available at the time the obligation arises. These estimates are reviewed and revised as facts and circumstances dictate; changes in these estimates could have a material effect on the amount accrued on the consolidated balance sheet.

During the fiscal years ended March 31, 2015 and 2014, the Company undertook restructuring activities, approved by the Board of Directors, in order to reorganize its global operations, streamline various functions of the business, and reduce its global workforce to better reflect the demand for its products. During the year ended March 31, 2014, the Company undertook a plan to consolidate its Grid manufacturing activities into its Devens, Massachusetts facility and close its facility in Middleton, Wisconsin which was completed during the year ended March 31, 2015. In addition, the Company established a new Wind manufacturing facility in Romania, and as a result, reduced the headcount in its operation in China. The Company is maintaining its headcount in China at a level necessary to support demand from its Chinese customers. The Company recorded restructuring charges for severance and other costs of approximately less than \$0.1 million, \$1.9 million and \$1.7 million during the fiscal years ended March 31, 2016, 2015 and 2014, respectively, primarily associated with the consolidation of the Company's manufacturing activities in the United States and China. From April 1, 2011 through March 31, 2016, the Company's various restructuring activities resulted in a substantial reduction of its global workforce. All amounts related to these restructuring activities have been paid as of March 31, 2016.

The following table presents restructuring charges and cash payments (in thousands):

	Severance pay and benefits	Facility exit and Relocation costs	Total
Accrued restructuring balance at April 1, 2014	\$ 844	\$ -	\$ 844
Charges to operations	618	1,284	1,902
Cash payments	(1,282)	(1,284)	(2,566)
Accrued restructuring balance at March 31, 2015	\$ 180	\$ -	\$ 180
Charges to operations	(5)	38	33
Cash payments	(175)	(38)	(213)
Accrued restructuring balance at March 31, 2016	\$ -	\$ -	\$ -

All restructuring charges discussed above are included within restructuring and impairments in the Company's consolidated statements of operations. The Company includes accrued restructuring within accounts payable and accrued expenses in the consolidated balance sheets.

17. Business Segments

The Company reports its financial results in two reportable business segments: Wind and Grid.

Through the Company's Windtec Solutions, the Wind business segment enables manufacturers to field wind turbines with exceptional power output, reliability and affordability. The Company supplies advanced power electronics and control systems, licenses its highly engineered wind turbine designs, and provides extensive customer support services to wind turbine manufacturers. The Company's design portfolio includes a broad range of drive trains and power ratings of 2 MWs and higher. The Company provides a broad range of power electronics and software-based control systems that are highly integrated and designed for optimized performance, efficiency, and grid compatibility.

Through the Company's Gridtec Solutions, the Grid business segment enables electric utilities and renewable energy project developers to connect, transmit and distribute power with exceptional efficiency, reliability and affordability. The sales process is enabled by transmission planning services that allow it to identify power grid congestion, poor power quality and other risks, which helps the Company determine how its solutions can improve network performance. These services often lead to sales of grid interconnection solutions for wind farms and solar power plants, power quality systems, and transmission and distribution cable systems. The Company also sells ship protection products to the U.S. Navy through its Grid business segment.

The operating results for the two business segments are as follows (in thousands):

	Fiscal Years Ended March 31,		
	2016	2015	2014
Revenues:			
Wind	\$ 68,883	\$ 51,307	\$ 55,608
Grid	27,140	19,223	28,509
Total	\$ 96,023	\$ 70,530	\$ 84,117
	Fiscal Years Ended March 31,		
	2016	2015	2014
Operating loss:			
Wind	\$ (1,256)	\$ (14,321)	\$ (5,213)
Grid	(14,835)	(26,890)	(22,523)
Unallocated corporate expenses	(4,027)	(11,306)	(13,693)
Total	\$ (20,118)	\$ (52,517)	\$ (41,429)

Total assets for the two business segments as of March 31, 2016 and March 31, 2015 are as follows (in thousands):

	March 31,		March 31,	
	2016		2015	
Wind	\$	34,389	\$	41,947
Grid		36,255		42,482
Corporate assets		64,674		49,396
Total	\$	<u>135,318</u>	\$	<u>133,825</u>

The accounting policies of the business segments are the same as those for the consolidated Company. The Company's business segments have been determined in accordance with the Company's internal management structure, which is organized based on operating activities. The Company evaluates performance based upon several factors, of which the primary financial measures are segment revenues and segment operating loss. The disaggregated financial results of the segments reflect allocation of certain functional expense categories consistent with the basis and manner in which Company management internally disaggregates financial information for the purpose of assisting in making internal operating decisions. In addition, certain corporate expenses which the Company does not believe are specifically attributable or allocable to either of the two business segments have been excluded from the segment operating loss.

Unallocated corporate expenses primarily consist of stock-based compensation expense of \$3.2 million, \$5.9 million and \$10.7 million in the fiscal years ended March 31, 2016, 2015, and 2014, respectively, and restructuring and impairment charges of \$0.8 million, \$5.4 million, and \$3.0 million for the fiscal years ended March 31, 2016, 2015 and 2014, respectively.

Geographic information about revenue, based on shipments to customers by region, is as follows (in thousands):

	Fiscal years ended March 31,		
	2016	2015	2014
India	\$ 59,640	\$ 39,314	\$ 26,384
U.S.	14,565	9,820	11,013
China	8,455	10,410	24,748
Asia Pacific	5,364	3,788	8,223
Africa	2,697	616	2,187
Australia	2,410	1,653	3,037
Europe	1,775	2,239	5,213
Canada	1,117	2,690	3,312
Total	\$ <u>96,023</u>	\$ <u>70,530</u>	\$ <u>84,117</u>

In the fiscal years ended March 31, 2016, 2015 and 2014, 85%, 86%, and 87% of the Company's revenues, respectively, were recognized from sales outside the United States. The Company maintains operations in Austria, Romania, China and the United States and sales and service support centers around the world.

In the fiscal years ended March 31, 2016 and 2015, Inox accounted for approximately 62% and 56% of the Company's total revenues, respectively. In the year ended March 31, 2014, Inox and Beijing JINGCHENG New Energy accounted for approximately 31% and 18%, respectively, of the Company's total revenues.

Geographic information about property, plant and equipment associated with particular regions is as follows (in thousands):

	March 31,	
	2016	2015
North America	\$ 48,685	\$ 54,673
Europe	868	854
Asia Pacific	225	570
Total	\$ <u>49,778</u>	\$ <u>56,097</u>

18. Quarterly Financial Data (Unaudited)

(In thousands, except per share amount)

Three Months Ended

	For the year ended March 31, 2016:			
	June 30, 2015	September 30, 2015	December 31, 2015	March 31, 2016
Total revenue	\$ 23,723	\$ 19,004	\$ 25,772	\$ 27,524
Operating loss	(8,257)	(6,841)	(3,312)	(1,708)
Net loss	(9,121)	(7,698)	(2,957)	(3,363)
Net loss per common share—basic	(0.75)	(0.57)	(0.22)	(0.25)
Net loss per common share—diluted	(0.75)	(0.57)	(0.22)	(0.25)

Three Months Ended

	For the year ended March 31, 2015:			
	June 30, 2014	September 30, 2014	December 31, 2014	March 31, 2015
Total revenue	\$ 11,696	\$ 12,455	\$ 21,250	\$ 25,129
Operating loss	(12,667)	(26,400)	(7,735)	(5,715)
Net loss	(13,517)	(25,423)	(6,353)	(3,363)
Net loss per common share—basic	(1.74)	(3.12)	(0.72)	(0.36)
Net loss per common share—diluted	(1.74)	(3.12)	(0.72)	(0.36)

19. Subsequent Events

The Company has performed an evaluation of subsequent events through the time of filing this Annual Report on Form 10-K with the SEC, and has determined that there are no such events to report.

20. Recent Accounting Pronouncements

In May 2014, the FASB and the International Accounting Standards Board (IASB) issued ASU 2014-09, *ASU Revenue from Contracts with Customers (Topic 606)*. The guidance substantially converges final standards on revenue recognition between the FASB and IASB providing a framework on addressing revenue recognition issues and, upon its effective date, replaces almost all existing revenue recognition guidance, including industry-specific guidance, in current U.S. generally accepted accounting principles. The ASU is effective for annual reporting periods beginning after December 15, 2017. The Company is currently evaluating the impact, if any, the adoption of ASU 2014-09 may have on its current practices.

In July 2014, the FASB issued ASU 2014-12, *Compensation – Stock Compensation (Topic 718): Accounting for Share Based Payments When the Terms of an Award Provide that a Performance Target could be Achieved after the Requisite Service Period*. To account for such awards, a reporting entity should apply existing guidance in FASB Accounting Standards Codification *Topic 718, Compensation – Stock Compensation*, as it relates to awards with performance conditions that affect vesting. As such, the performance target should not be reflected in estimating the grant-date fair value of the award. This ASU is effective for annual reporting periods and interim periods, within those annual periods beginning after December 15, 2015. The Company is currently evaluating the impact, if any, the adoption of ASU 2014-12 may have on its current practices.

In August 2014, the FASB issued ASU 2014-15, *Presentation of Financial Statements – Going Concern (Subtopic 205-40): Disclosure of Uncertainties About an Entity's Ability to Continue as a Going Concern*. The new standard explicitly requires the assessment at interim and annual periods, and provides management with its own disclosure guidance. This ASU is effective for annual reporting periods and interim periods, within those annual periods ending after December 15, 2016. The Company is currently evaluating the impact, if any, the adoption of ASU 2014-15 may have on its current practices.

In April 2015, the FASB issued ASU 2015-03 *Interest—Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*. The amendments in ASU 2015-03 require an entity to present debt issuance costs on the balance sheet as a direct deduction from the related debt liability as opposed to an asset. Amortization of the costs will continue to be reported as interest expense. This ASU is effective for annual reporting periods beginning after December 15, 2015, and interim periods within those fiscal years. The Company is currently evaluating the impact, if any, the adoption of ASU 2015-03 may have on its current practices, and currently does not believe there will be an impact on its consolidated results of operations, financial condition, or cash flow.

In June 2015, the FASB issued ASU 2015-10 *Technical Corrections and Improvements*. The amendments in ASU 2015-10 clarify and correct some of the differences that arose between original guidance from FASB, EITF and other sources, and the translation into the new Codification. This ASU is effective for annual reporting periods beginning after December 15, 2015, and interim periods within those fiscal years. The Company is currently evaluating the impact, if any, the adoption of ASU 2015-10 may have on its current practices, and currently does not believe there will be an impact on its consolidated results of operations, financial condition, or cash flow.

In July 2015, the FASB issued ASU 2015-11 *Inventory (Topic 330): Simplifying the Measurement of Inventory*. The amendments in ASU 2015-11 clarify the proper way to identify market value in the use of lower of cost or market value valuation method. As market value could be determined multiple ways under prior standards, it will now be considered as net realizable value. This ASU is effective for annual reporting periods beginning after December 15, 2016, and interim periods within those fiscal years. The Company is currently evaluating the impact, if any, the adoption of ASU 2015-11 may have on its current practices.

In September 2015, the FASB issued ASU 2015-16 *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments*. The amendments in ASU 2015-16 require that an acquirer recognize adjustments to provisional amounts identified during the measurement period in the reporting period in which the adjustment amounts are determined. This ASU is effective for annual reporting periods beginning after December 15, 2015, and interim periods within those fiscal years. The Company is currently evaluating the impact, if any, the adoption of ASU 2015-16 may have on its current practices, and currently does not believe there will be an impact on its consolidated results of operations, financial condition, or cash flow.

In November 2015, the FASB issued ASU 2015-17 *Balance Sheet Classification of Deferred Taxes*. This ASU simplifies the presentation of deferred income taxes and requires that deferred tax assets and liabilities be classified as non-current in a statement of financial position. The Company early-adopted ASU 2015-17 effective January 1, 2016 on a prospective basis. Adoption of this ASU resulted in all deferred tax assets and liabilities being presented as non-current in the Consolidated Balance Sheet as of January 1, 2016. No prior periods were retrospectively adjusted.

In January 2016, the FASB issued ASU 2016-01 *Financial Instruments—Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*. The amendments in ASU 2016-01 will enhance the reporting model for financial instruments to provide users of financial statements with more decision-useful information. This ASU is effective for annual reporting periods beginning after December 15, 2017, and interim periods within those fiscal years. The Company is currently evaluating the impact, if any, the adoption of ASU 2016-01 may have on its current practices.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. This ASU is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is currently evaluating the effects adoption of this guidance will have on its consolidated financial statements.

In March 2016, the FASB issued ASU 2016-08 *Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net)*. The amendments in ASU 2016-08 clarify the implementation guidance on principal versus agent consideration. The ASU is effective for annual reporting periods beginning after December 15, 2017. The Company is currently evaluating the impact, if any, the adoption of ASU 2016-08 may have on its current practices.

In March 2016, the FASB issued ASU 2016-09 *Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*. The amendments in ASU 2016-09 will simplify several aspects of the accounting for share-based payment transactions, including tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. The ASU is effective for annual reporting periods beginning after December 15, 2017, and interim periods within annual periods beginning after December 15, 2018. The Company is currently evaluating the impact, if any, the adoption of ASU 2016-09 may have on its current practices.

In April 2016, the FASB issued ASU 2016-10 *Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing*. The amendments in ASU 2016-10 will clarify the identification of performance obligations and the licensing implementation guidance. The ASU is effective for annual reporting periods beginning after December 15, 2017. The Company is currently evaluating the impact, if any, the adoption of ASU 2016-10 may have on its current practices.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

Item 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of March 31, 2016. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of March 31, 2016, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Management’s Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over our financial reporting. Internal control over financial reporting is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act as a process designed by, or under the supervision of, a company’s chief executive officer and chief financial officer, and effected by the board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, and includes those policies and procedures that:

- (1) Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets;
- (2) Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with authorizations of management and directors; and
- (3) Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of assets that could have a material effect on the financial statements.

Under the supervision and with the participation of our management, including our chief executive officer and chief financial officer, an evaluation was conducted of the effectiveness of our internal control over financial reporting based on the Committee of Sponsoring Organizations of the Treadway Commission’s *Internal Control – Integrated Framework* (2013 Edition). Based on this evaluation, management concluded that our internal control over financial reporting was effective as of March 31, 2016.

The effectiveness of our internal control over financial reporting as of March 31, 2016 has been audited by RSM US LLP, an independent registered public accounting firm, as stated in their report which is included herein.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting during the quarter ended March 31, 2016 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. OTHER INFORMATION

None.

PART III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The response to this item is contained in part under the caption “Executive Officers” in Part I of this Annual Report on Form 10-K, and in part in our Proxy Statement for the Annual Meeting of Stockholders to be held in 2016 (the “2016 Proxy Statement”) in the sections “Corporate Governance — Members of the Board,” “Other Matters — Section 16(a) Beneficial Ownership Reporting Compliance,” “Corporate Governance — Code of Business Conduct and Ethics,” “Corporate Governance — Board Committees” and “Corporate Governance — Board Committees — Audit Committee,” “Corporate Governance — Director Nomination Process”, “Corporate Governance — Board Determination of Independence”, which sections are incorporated herein by reference.

Item 11. EXECUTIVE COMPENSATION

The sections of the 2016 Proxy Statement titled “Information About Executive and Director Compensation,” “Information About Executive and Director Compensation — Compensation Committee Interlocks and Insider Participation” and “Information About Executive and Director Compensation — Compensation Committee Report” are incorporated herein by reference.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The sections of the 2016 Proxy Statement titled “Stock Ownership of Certain Beneficial Owners and Management” and “Information about Executive Officer and Director Compensation — Securities Authorized for Issuance Under our Equity Compensation Plans” are incorporated herein by reference.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The sections of the 2016 Proxy Statement titled “Certain Relationships and Related Transactions” and “Corporate Governance — Board Determination of Independence” and “Corporate Governance — Board Committees” are incorporated herein by reference.

Item 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The section of the 2016 Proxy Statement titled “Ratification of Selection of Independent Registered Public Accounting Firm (Proposal 5)” is incorporated herein by reference.

PART IV

Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Document filed as part of this Annual Report on Form 10-K:

1. Financial Statements

The following financial statements of American Superconductor Corporation, supplemental information and report of independent registered public accounting firm required by this item are included in Item 8, “Financial Statements and Supplementary Data,” in this Form 10-K:

Report of Independent Registered Public Accounting Firm	49
Consolidated Balance Sheets at March 31, 2016 and 2015	50
Consolidated Statements of Operations for the fiscal years ended March 31, 2016, 2015 and 2014	51
Consolidated Statements of Comprehensive Loss for the fiscal years ended March 31, 2016, 2015 and 2014	52
Consolidated Statements of Stockholders’ Equity for the fiscal years ended March 31, 2016, 2015 and 2014	53
Consolidated Statements of Cash Flows for the fiscal years ended March 31, 2016, 2015 and 2014	54
Notes to the Consolidated Financial Statements	55

2. Financial Statement Schedules

See “Schedule II — Valuation and Qualifying Accounts” for the fiscal years ended March 31, 2016, 2015 and 2014. All other schedules are omitted because they are not applicable, not required or the required information is shown in the consolidated financial statements or notes thereto.

3. Exhibits Required by Item 601 of Regulation S-K under the Exchange Act.

See (b) Exhibits.

(b) Exhibits

The list of Exhibits filed as a part of this Annual Report on Form 10-K is set forth on the Exhibit Index immediately preceding such Exhibits, and is incorporated herein by reference.

American Superconductor Corporation
Schedule II — Valuation and Qualifying Accounts
(In thousands)

	Balance, Beginning of Year	Additions	Write-offs	Recoveries and Other Adjustments	Balance, End of Year
Allowance for doubtful accounts receivable:					
Fiscal year ended March 31, 2016	\$ 54	-	-	-	\$ 54
Fiscal year ended March 31, 2015	\$ 16	54	(16)	-	\$ 54
Fiscal year ended March 31, 2014	\$ -	16	-	-	\$ 16

	Balance, Beginning of Year	Additions	Write-offs	Recoveries and Other Adjustments	Balance, End of Year
Deferred tax asset valuation allowance:					
Fiscal year ended March 31, 2016	\$ 294,860	9,028	(2,495)	-	\$ 301,393
Fiscal year ended March 31, 2015	\$ 282,824	15,189	(3,153)	-	\$ 294,860
Fiscal year ended March 31, 2014	\$ 261,961	26,649	(5,786)	-	\$ 282,824

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/Furnished Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Restated Certificate of Incorporation of the Registrant, as amended.	S-3	333-191153	3.1	9/13/13	
3.2	Certificate of Amendment of Restated Certificate of Incorporation of the Registrant, dated March 24, 2015.	8-K	000-19672	3.1	3/24/15	
3.3	Amended and Restated By-Laws of the Registrant.	S-3	333-191153	3.2	9/13/13	
4.1	Exchanged Note dated as of December 20, 2012 between the Registrant and Capital Ventures International.	10-Q	000-19672	4.1	2/11/13	
4.2	Series A-2 Warrant, dated as of October 9, 2013, between the Registrant and Capital Ventures International, and assigned to CVI Investments on January 29, 2016.					*
4.3	Amended and Restated Warrant Agreement, dated as of December 19, 2014, between the Registrant and Hercules Technology Growth Capital, Inc.	8-K	000-19672	4.1	12/22/14	
4.4	Form of Indenture, between the Registrant and Wilmington Trust, National Association.	S-3	333-198851	4.1	9/19/14	
4.5	Form of Warrant Agreement, by and between the Registrant and the American Stock Transfer and Trust Company, dated November 13, 2014, and Form of Warrant.	8-K	000-19672	4.1	11/13/14	
10.1+	Amended and Restated 1996 Stock Incentive Plan.	10-K	000-19672	10.21	6/27/01	
10.2+	Form of incentive stock option agreement under Amended and Restated 1996 Stock Incentive Plan.	10-K	000-19672	10.3	5/28/09	
10.3+	Form of non-statutory stock option agreement under Amended and Restated 1996 Stock Incentive Plan.	10-K	000-19672	10.4	5/28/09	
10.4+	Second Amended and Restated 1997 Director Stock Option Plan, as amended.	10-Q	000-19672	10.8	2/5/09	
10.5+	Form of Stock Option Agreement under Second Amended and Restated 1997 Director Stock Option Plan, as amended.	10-Q	000-19672	10.4	11/9/04	
10.6+	2004 Stock Incentive Plan, as amended.	10-Q	000-19672	10.9	2/5/09	
10.7+	Form of Incentive Stock Option Agreement under 2004 Stock Incentive Plan, as amended.	10-Q	000-19672	10.1	11/9/04	
10.8+	Form of Non-statutory Stock Option Agreement under 2004 Stock Incentive Plan, as amended.	10-Q	000-19672	10.2	11/9/04	

Exhibit Number	Exhibit Description	Incorporated by Reference				
		Form	File No.	Exhibit	Filing Date	Filed/Furnished Herewith
10.9+	Form of Restricted Stock Agreement under 2004 Stock Incentive Plan, as amended.	10-Q	000-19672	10.3	11/9/04	
10.10+	2007 Stock Incentive Plan, as amended.	8-K	000-19672	10.1	8/06/14	
10.11+	Form of Incentive Stock Option Agreement under 2007 Stock Incentive Plan, as amended.	8-K	000-19672	10.2	8/7/07	
10.12+	Form of Non-statutory Stock Option Agreement under 2007 Stock Option Plan, as amended.	8-K	000-19672	10.3	8/7/07	
10.13+	Form of Restricted Stock Agreement Regarding Awards to Executive Officers under 2007 Stock Option Plan, as amended.	8-K	000-19672	10.4	8/7/07	
10.14+	Form of Restricted Stock Agreement Regarding Awards to Employees, under 2007 Stock Option Plan, as amended.	8-K	000-19672	10.5	8/7/07	
10.15+	Form of Restricted Stock Agreement (regarding performance-based awards to executive officers and employees) under 2007 Stock Incentive Plan, as amended.	8-K	000-19672	10.1	5/20/08	
10.16+	Amended and Restated 2007 Director Stock Plan.	8-K	000-19672	10.2	8/6/14	
10.17+	Form of Non-statutory Stock Option Agreement Under Amended and Restated 2007 Director Stock Plan.	8-K	000-19672	10.7	8/7/07	
10.18+	Executive Incentive Plan for the fiscal year ended March 31, 2015.	10-Q	000-19672	10.2	11/6/14	
10.19+	Executive Incentive Plan for fiscal year ended March 31, 2016.	10-Q	000-19672	10.1	8/5/15	
10.20	Form of Employee Nondisclosure and Developments Agreement.	S-1	333-43647	10.16	1/7/91	
10.21+	Amended and Restated Executive Severance Agreement, dated as of May 24, 2011, between the Registrant and Daniel P. McGahn.	8-K	000-19672	10.2	5/24/11	
10.22+	Amended and Restated Executive Severance Agreement, dated as of December 23, 2008, between the Registrant and David A. Henry.	10-Q	000-19672	10.2	2/5/09	
10.23+	Amended and Restated Executive Severance Agreement, dated as of September 20, 2013, between the Registrant and James F. Maguire.	8-K	000-19672	10.1	9/25/13	

Exhibit Number	Exhibit Description	Incorporated by Reference				
		Form	File No.	Exhibit	Filing Date	Filed/Furnished Herewith
10.24	Securities Purchase Agreement, dated as of April 4, 2012, by and between the Registrant and Capital Ventures International.	8-K	000-19672	10.1	4/4/12	
10.25	Registration Rights Agreement, dated as of April 4, 2012, by and between the Registrant and Capital Ventures International.	8-K	000-19672	10.2	4/4/12	
10.26	Amendment and Exchange Agreement, dated as of December 20, 2012, by and between the Registrant and Capital Ventures International.	8-K	000-19672	10.1	12/21/12	
10.27	Second Amendment and Warrant Exchange Agreement, dated as of October 9, 2013, by and between the Registrant and Capital Ventures International.	8-K	000-19672	10.1	10/9/13	
10.28	Exchange Agreement, dated as of March 2, 2014, by and between the Registrant and Capital Ventures International.	8-K	000-19672	10.1	3/3/14	
10.29	Loan and Security Agreement, by and between Registrant and Hercules Technology Growth Capital, Inc., dated as of June 5, 2012.	8-K	000-19672	10.1	6/6/12	
10.30	First Amendment to Loan and Security Agreement, by and between Registrant and Hercules Technology Growth Capital, Inc., dated as of November 15, 2013.	8-K	000-19672	10.1	11/18/13	
10.31	Second Amendment to Loan and Security Agreement, by and among the Registrant, ASC Devens LLC, Superconductivity, Inc. and Hercules Technology Growth Capital, Inc., dated as of December 19, 2014.	8-K	000-19672	10.1	12/22/14	
10.32	Limited Waiver, dated as of June 11, 2013, between the Registrant and Hercules Technology Growth Capital, Inc.	10-K	000-19672	10.50	6/14/13	
10.33	Mortgage and Security Agreement, dated as of July 31, 2012, by and between ASC Devens LLC and Hercules Technology Growth Capital, Inc.	10-Q	000-19672	10.3	11/6/12	
10.34	First Modification to Mortgage and Security Agreement, dated as of November 15, 2013, by and between ASC Devens LLC and Hercules Technology Growth Capital, Inc.	10-Q	000-19672	10.3	2/6/14	
10.35	Second Modification to Mortgage and Security Agreement, dated as of December 19, 2014, by and between ASC Devens LLC and Hercules Technology Growth Capital, Inc.	10-Q	000-19672	10.2	2/5/15	
10.36	Environmental Indemnity Agreement, dated as of July 31, 2012, made by the Registrant and ASC Devens LLC in favor of Hercules Technology Growth Capital, Inc.	10-Q	000-19672	10.4	11/6/12	

Exhibit Number	Exhibit Description	Incorporated by Reference				
		Form	File No.	Exhibit	Filing Date	Filed/Furnished Herewith
10.37†	Supply Contract, effective as of February 8, 2013, by and between the Registrant and Inox Wind Limited.	8-K	000-19672	10.1	2/14/13	
10.38†	Supply Contract, effective as of June 2, 2014, by and between the Registrant and Inox Wind Limited.	8-K	000-19672	10.1	6/5/14	
10.39†	Amendment No.1 to Supply Contract (dated June 2, 2014), by and between the Registrant and Inox Wind Limited, entered into by the Registrant on August 26, 2015.	10-Q	000-19672	10.1	11/3/15	
10.40†	Amendment No.2 to Supply Contract (dated June 2, 2014), by and between the Registrant and Inox Wind Limited, entered into by the Registrant on December 14, 2015.	10-Q	000-19672	10.3	2/9/16	
10.41††	Amendment No.3 to Supply Contract (dated June 3, 2014), by and between the Registrant and Inox Wind Limited, entered into on February 18, 2016.					*
10.42†	Supply Contract, effective as of August 15, 2014, by and between the Registrant and Inox Wind Limited.	10-Q	000-19672	10.1	11/6/14	
10.43†	Amendment No.1 to Supply Contract (effective as of August 15, 2014), by and between the Registrant and Inox Wind Limited, entered into by the Registrant on February 25, 2015.	10-Q	000-19672	10.2	11/3/15	
10.44†	Amendment No.2 to Supply Contract (effective as of August 15, 2014), by and between the Registrant and Inox Wind Limited, entered into by the Registrant on August 26, 2015.	10-Q	000-19672	10.3	11/3/15	
10.45†	Amendment No.3 to Supply Contract (effective as of August 15, 2014), by and between the Registrant and Inox Wind Limited, entered into on November 19, 2015.	10-Q	000-19672	10.3	2/9/16	
10.46††	Amendment No.4 to Supply Contract (effective as of August 15, 2014), by and between the Registrant and Inox Wind Limited, entered into on February 18, 2016.					*
10.47†	Supply Contract, dated December 16, 2015, by and between the Registrant and Inox Wind Limited.	10-Q	000-19672	10.1	2/9/16	
10.48†	Technology License Agreement, dated December 16, 2015, by and among AMSC Austria GMBH, the Registrant and Inox Wind Limited.	10-Q	000-19672	10.2	2/9/16	
10.49††	License and Sublicense Agreement, dated March 4, 2016, by and between the Registrant and BASF Corporation.					*
10.50††	Disclosure Letter, dated March 4, 2016, by and between the Registrant and BASF Corporation.					*

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed/Furnished Herewith
		Form	File No.	Exhibit	
10.51††	Joint Development Agreement, dated March 4, 2016, by and between the Registrant and BASF Corporation.				*
21.1	Subsidiaries.				*
23.1	Consent of RSM US LLP				*
31.1	Chief Executive Officer — Certification pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				*
31.2	Chief Financial Officer — Certification pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				*
32.1	Chief Executive Officer — Certification pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				**
32.2	Chief Financial Officer — Certification pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				**
101.INS	XBRL Instance Document.*				
101.SCH	XBRL Taxonomy Extension Schema Document.*				
101.CAL	XBRL Taxonomy Calculation Linkbase Document.*				
101.DEF	XBRL Taxonomy Definition Linkbase Document.*				
101.LAB	XBRL Taxonomy Label Linkbase Document.*				
101.PRE	XBRL Taxonomy Presentation Linkbase Document.*				
†	Confidential treatment previously requested and granted with respect to certain portions, which portions were omitted and filed separately with the Commission.				
††	Confidential treatment has been requested with respect to certain portions of this exhibit, which portions have been filed separately with the Securities and Exchange Commission.				
+	Management contract or compensatory plan or arrangement required to be filed as an Exhibit to this Form 10-K.				
*	Filed herewith.				
**	Furnished herewith.				

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN EXEMPTION THEREFROM. PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH THE FOREGOING, THE COMPANY RESERVES THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS (UNLESS SUCH SECURITIES ARE ELIGIBLE TO BE SOLD WITHOUT RESTRICTION OR HAVE BEEN SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT), CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. "TRANSFER" MEANS ANY SALE, ASSIGNMENT OR OTHER TRANSFER. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

AMERICAN SUPERCONDUCTOR CORPORATION

SERIES A-2 WARRANT TO PURCHASE COMMON STOCK

Warrant No.: A-3

Date of Original Issuance: April 4, 2012 ("Issuance Date")

Date of Exchange: October 9, 2013 ("Exchange Date")

Date of Assignment: January 29, 2016 ("Assignment Date")

American Superconductor Corporation, a Delaware corporation (the "**Company**"), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Capital Ventures International, the initial registered holder hereof and/or its permitted assigns who become subsequent registered holders hereof (the "**Holder**"), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, upon exercise of this Warrant to Purchase Common Stock (including any Warrants to Purchase Common Stock issued in exchange, transfer or replacement hereof, the "**Warrant**"), at any time or times on or after the date that is six months after the Issuance Date (the "**Initial Exercisability Date**"), but not after 5:00 p.m., New York City time, on the Expiration Date (as defined below), 3,094,060 (subject to adjustment as provided herein) fully paid and non-assessable shares of Common Stock (as defined below) (the "**Warrant Shares**"). Except as otherwise defined herein, capitalized terms in this Warrant shall have the meanings set forth in Section 17. This Warrant is one of the Warrants to Purchase Common Stock (the "**SPA Warrants**") originally issued pursuant to Section 1 of that certain Securities Purchase Agreement, dated as of April 4, 2012, by and among the Company and the investors (the "**Buyers**") referred to therein (the "**Securities Purchase Agreement**") and exchanged pursuant to the Second Amendment and Warrant Exchange Agreement dated as of October 9,

2013 (the “Second Amendment and Warrant Exchange Agreement”). This Warrant was assigned to CVI Investments, Inc. on the Assignment Date, pursuant to the Assignment of Warrant, dated September 22, 2015. For the avoidance of doubt, as of the Assignment Date, in accordance with the terms of this Warrant, this Warrant is exercisable for 309,406 shares of Common Stock, with an Exercise Price of \$15.94, which gives effect to the 1-for-10 reverse stock split of the Common Stock effected on March 24, 2015.

1. EXERCISE OF WARRANT.

(a) Mechanics of Exercise. Subject to the terms and conditions hereof (including, without limitation, the limitations set forth in Section 1(f)), this Warrant may be exercised by the Holder on any day on or after the Initial Exercisability Date, in whole or in part, by delivery (whether via facsimile or otherwise) of a written notice, in the form attached hereto as **Exhibit A** (the “**Exercise Notice**”), of the Holder’s election to exercise this Warrant. Within one (1) Trading Day following an exercise of this Warrant as aforesaid, the Holder shall deliver payment to the Company of an amount equal to the Exercise Price (as defined in Section 1(b)) in effect on the date of such exercise multiplied by the number of Warrant Shares as to which this Warrant was so exercised (the “**Aggregate Exercise Price**”) in cash or via wire transfer of immediately available funds if the Holder did not notify the Company in such Exercise Notice that such exercise was made pursuant to a Cashless Exercise (as defined in Section 1(d)). The Holder shall not be required to deliver the original of this Warrant in order to effect an exercise hereunder. Execution and delivery of an Exercise Notice with respect to less than all of the Warrant Shares shall have the same effect as cancellation of the original of this Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Shares. Execution and delivery of an Exercise Notice for all of the then-remaining Warrant Shares shall have the same effect as cancellation of the original of this Warrant after delivery of the Warrant Shares in accordance with the terms hereof. On or before the first (1st) Trading Day following the date on which the Company has received an Exercise Notice, the Company shall transmit by facsimile an acknowledgment of confirmation of receipt of such Exercise Notice, in the form attached hereto as **Exhibit B**, to the Holder and the Company’s transfer agent (the “**Transfer Agent**”). On or before the third (3rd) Trading Day following the date on which the Company has received such Exercise Notice, the Company shall (X) provided that the Transfer Agent is participating in The Depository Trust Company (“**DTC**”) Fast Automated Securities Transfer Program, upon the request of the Holder, credit such aggregate number of shares of Common Stock to which the Holder is entitled pursuant to such exercise to the Holder’s or its designee’s balance account with DTC through its Deposit/ Withdrawal at Custodian system, or (Y) otherwise issue and deliver to the Holder or, at the Holder’s instruction pursuant to the Exercise Notice, the Holder’s agent or designee, in each case, sent by reputable overnight courier to the address as specified in the applicable Exercise Notice, a certificate, registered in the Company’s share register in the name of the Holder or its designee (as indicated in the applicable Exercise Notice), for the number of shares of Common Stock to which the Holder is entitled pursuant to such exercise. Upon delivery of an Exercise Notice, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date such Warrant Shares are credited to the Holder’s DTC account or the date of delivery of the certificates evidencing such Warrant Shares (as the case may be). If this Warrant is submitted in connection with any exercise pursuant to this Section 1(a) and the number of Warrant Shares represented by this Warrant submitted for exercise is greater than the

number of Warrant Shares being acquired upon an exercise, then, at the request of the Holder, the Company shall as soon as practicable and in no event later than three (3) Business Days after any exercise and at its own expense, issue and deliver to the Holder (or its designee) a new Warrant (in accordance with Section 7(d)) representing the right to purchase the number of Warrant Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised. The Company shall not issue any fractional shares of Common Stock upon the exercise of this Warrant. If any fractional share of Common Stock would be issuable upon any exercise of this Warrant, the Company shall round such fractional share of Common Stock to the nearest whole share. The Company shall pay any and all taxes and fees which may be payable with respect to the issuance and delivery of Warrant Shares upon exercise of this Warrant. The Company shall not, however, be required to pay any such tax which may be payable in respect of any transfer involved in the issuance and delivery of Common Stock in any name other than that of the Holder of this Warrant. Notwithstanding the foregoing, except in the case where an exercise of this Warrant is validly made pursuant to a Cashless Exercise (as defined in Section 1(d)), the Company's failure to deliver Warrant Shares to the Holder on or prior to the second (2nd) Trading Day after the Company's receipt of the Aggregate Exercise Price shall not be deemed to be a breach of this Warrant.

(b) Exercise Price. For purposes of this Warrant, "**Exercise Price**" means \$2.61, subject to adjustment as provided herein.

(c) Company's Failure to Timely Deliver Securities. If the Company shall fail, for any reason or for no reason, to issue to the Holder within the later of (i) three (3) Trading Days after receipt of the applicable Exercise Notice and (ii) two (2) Trading Days after the Company's receipt of the Aggregate Exercise Price (or valid notice of a Cashless Exercise) (such later date, the "**Share Delivery Deadline**"), a certificate for the number of shares of Common Stock to which the Holder is entitled and register such shares of Common Stock on the Company's share register or to credit the Holder's balance account with DTC for such number of shares of Common Stock to which the Holder is entitled upon the Holder's exercise of this Warrant (as the case may be) (a "**Delivery Failure**") and if on or after such Share Delivery Deadline the Holder (or any other Person in respect, or on behalf, of the Holder) purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of all or any portion of the number of shares of Common Stock, or a sale of a number of shares of Common Stock equal to all or any portion of the number of shares of Common Stock, issuable upon such exercise that the Holder so anticipated receiving from the Company, then, in addition to all other remedies available to the Holder, the Company shall, within three (3) Business Days after the Holder's request and in the Holder's discretion, either (i) pay cash to the Holder in an amount equal to the Holder's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the shares of Common Stock so purchased (including, without limitation, by any other Person in respect, or on behalf, of the Holder) (the "**Buy-In Price**"), at which point the Company's obligation to so issue and deliver such certificate or credit the Holder's balance account with DTC for the number of shares of Common Stock to which the Holder is entitled upon the Holder's exercise hereunder (as the case may be) (and to issue such shares of Common Stock) shall terminate, or (ii) promptly honor its obligation to so issue and deliver to the Holder a certificate or certificates representing such shares of Common Stock or credit the Holder's balance account with DTC for the number of

shares of Common Stock to which the Holder is entitled upon the Holder's exercise hereunder (as the case may be) and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Common Stock multiplied by (B) the lowest Closing Sale Price of the Common Stock on any Trading Day during the period commencing on the date of the applicable Exercise Notice and ending on the date of such issuance and payment under this clause (ii).

(d) Cashless Exercise. Notwithstanding anything contained herein to the contrary (other than Section 1(f) below), if at the time of exercise hereof a Registration Statement (as defined in the Registration Rights Agreement (as defined in the Securities Purchase Agreement)) is not effective (or the prospectus contained therein is not available for use) for use on a continuous basis for the resale by the Holder of all of the Warrant Shares at market prices from time to time, then the Holder may, in its sole discretion, exercise this Warrant in whole or in part and, in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the Aggregate Exercise Price, elect instead to receive upon such exercise the "Net Number" of shares of Common Stock determined according to the following formula (a "**Cashless Exercise**"):

$$\text{Net Number} = (A \times B) - (A \times C)$$

D

For purposes of the foregoing formula:

A= the total number of shares with respect to which this Warrant is then being exercised.

B=the quotient of (x) the sum of the VWAP of the Common Stock of each of the five (5) Trading Days ending at the close of business on the Principal Market immediately prior to the time of exercise as set forth in the applicable Exercise Notice, divided by (y) five (5).

C= the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.

D= the VWAP of the Common Stock at the close of business on the Principal Market on the date of the delivery of the applicable Exercise Notice.

(e) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the number of Warrant Shares to be issued pursuant to the terms hereof, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 13.

(f) Limitations on Exercises. Notwithstanding anything to the contrary contained in this Warrant, this Warrant shall not be exercisable by the Holder hereof to the extent (but only to the extent) that the Holder or any of its affiliates would beneficially own in excess of 4.99% (the "**Maximum Percentage**") of the Common Stock. To the extent the above limitation applies, the determination of whether this Warrant shall be exercisable (vis-à-vis other convertible,

exercisable or exchangeable securities owned by the Holder or any of its affiliates) and of which such securities shall be exercisable (as among all such securities owned by the Holder) shall, subject to such Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to exercise this Warrant pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of exercisability. For the purposes of this paragraph, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with Section 13(d) of the 1934 Act (as defined in the Securities Purchase Agreement) and the rules and regulations promulgated thereunder. The provisions of this paragraph shall be implemented in a manner otherwise than in strict conformity with the terms of this paragraph to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Maximum Percentage beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such Maximum Percentage limitation. The limitations contained in this paragraph shall apply to a successor Holder of this Warrant. The holders of Common Stock shall be third party beneficiaries of this paragraph and the Company may not waive this paragraph without the consent of holders of a majority of its Common Stock. For any reason at any time, upon the written or oral request of the Holder, the Company shall within one (1) Business Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Common Stock, including, without limitation, pursuant to this Warrant or securities issued pursuant to the Securities Purchase Agreement. By written notice to the Company, any Holder may increase or decrease the Maximum Percentage to any other percentage not in excess of 9.99% specified in such notice; provided that (i) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (ii) any such increase or decrease will apply only to the Holder sending such notice and not to any other holder of SPA Warrants.

(g) Insufficient Authorized Shares. So long as any of the SPA Warrants are outstanding, the Company shall maintain duly and validly reserved for issuance, authorized and unissued shares of Common Stock issuable upon exercise of the SPA Warrants (including, without limitation, increasing such reserve, as necessary, prior to the consummation of any Subsequent Placement (as defined in the Securities Purchase Agreement). If, notwithstanding the foregoing, and not in limitation thereof, at any time while any of the SPA Warrants remain outstanding the Company does not have sufficient authorized and unreserved shares of Common Stock (an “**Authorized Share Failure**”) to satisfy its obligation to reserve for issuance upon exercise of the SPA Warrants, then the Company shall use reasonable best efforts to take all action necessary to increase the Company’s authorized shares of Common Stock sufficient to satisfy this Section 1(g). Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than sixty (60) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Company shall provide each stockholder with a proxy statement and shall use its reasonable best efforts to solicit its stockholders’ approval of such increase in authorized shares of Common Stock.

(h) Registration; Book-Entry. The Company shall maintain a register (the “**Register**”) for the recordation of the names and addresses of the holders of the SPA Warrants and the aggregate number of Warrant Shares of such SPA Warrants held by such holders (the “**Registered Warrants**”). The entries in the Register shall be conclusive and binding for all purposes absent manifest error. The Company and the Holder of this Warrant shall treat the Person recorded in the Register as the owner of this Warrant for all purposes notwithstanding notice to the contrary. A Registered Warrant may be assigned, transferred or sold in whole or in part only by registration of such assignment or sale on the Register. Upon its receipt of a written request to assign, transfer or sell all or part of any Registered Warrant by the holder thereof, together with any required documentation under the Transaction Documents (as defined in the Securities Purchase Agreement) including any legal opinions, the Company shall record the information contained therein in the Register and issue one or more new Registered Warrants in the same notional amount as the notional amount of the surrendered Registered Warrant to the designated assignee or transferee pursuant to Section 7, provided that if the Company does not so record an assignment, transfer or sale (as the case may be) of all or part of any Registered Warrant within two (2) Business Days of its receipt of (I) such a request and (II) the required documentation under the Transaction Documents including any legal opinions with respect to such transfer, then the Register shall be automatically updated to reflect such assignment, transfer or sale (as the case may be). Notwithstanding anything to the contrary set forth in this Section 1(h), following the exercise of any portion of this Warrant in accordance with the terms hereof, the Holder shall not be required to physically surrender this Warrant to the Company unless (A) the full number of Warrant Shares represented by this Warrant is being exercised (in which event this Warrant shall be delivered to the Company following exercise thereof as contemplated by Section 1(a)) or (B) the Holder has provided the Company with prior written notice (which notice may be included in an Exercise Notice) requesting reissuance of this Warrant upon physical surrender of this Warrant. The Holder and the Company shall maintain records showing the Warrant Shares delivered and the dates of such exercise and/or payments (as the case may be) or shall use such other method, reasonably satisfactory to the Holder and the Company, so as not to require physical surrender of this Warrant upon exercise.

2. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT SHARES. The Exercise Price and number of Warrant Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 2.

(a) Stock Dividends and Splits. Without limiting any provision of Section 2(b) or Section 4, if the Company, at any time on or after the date of the Securities Purchase Agreement, (i) pays a stock dividend on one or more classes of its then outstanding shares of Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its then outstanding shares of Common Stock into a larger number of shares or (iii) combines (by combination, reverse stock split or otherwise) one or more classes of its then outstanding shares of Common Stock into a smaller number of shares, then in each such case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of stockholders entitled to receive such

dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this paragraph occurs during the period that an Exercise Price is calculated hereunder, then the calculation of such Exercise Price shall be adjusted appropriately to reflect such event.

(b) Adjustment Upon Issuance of Shares of Common Stock. If and whenever on or after the date of the Securities Purchase Agreement, the Company issues or sells, or in accordance with this Section 2 is deemed to have issued or sold, any shares of Common Stock (including the issuance or sale of shares of Common Stock owned or held by or for the account of the Company, but excluding any Excluded Securities issued or sold or deemed to have been issued or sold) for consideration per share (the “**New Issuance Price**”) less than the Exercise Price in effect immediately prior to such issue or sale or deemed issuance or sale (such Exercise Price then in effect is referred to as the “**Applicable Price**”, and the foregoing a “**Dilutive Issuance**”) (such number being appropriately adjusted to reflect the occurrence of any event described in Section 2(a)), then, immediately after such Dilutive Issuance, the Exercise Price then in effect shall be reduced to an amount equal to the product of (A) the Applicable Price and (B) the quotient determined by dividing (1) the sum of (I) the product derived by multiplying the Applicable Price and the number of shares of Common Stock Deemed Outstanding immediately prior to such Dilutive Issuance plus (II) the consideration, if any, received by the Company upon such Dilutive Issuance, by (2) the product derived by multiplying (I) the Applicable Price by (II) the number of shares of Common Stock Deemed Outstanding immediately after such Dilutive Issuance. For all purposes of the foregoing (including, without limitation, determining the adjusted Exercise Price, the consideration per share and the New Issuance Price under this Section 2(b)), the following shall be applicable:

(i) Issuance of Options. If the Company in any manner grants or sells any Options and the lowest price per share for which one share of Common Stock is issuable upon the exercise of any such Option or upon conversion, exercise or exchange of any Convertible Securities issuable upon exercise of any such Option is less than the Applicable Price, then such share of Common Stock shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the granting or sale of such Option for such price per share. For purposes of this Section 2(b)(i), the “lowest price per share for which one share of Common Stock is issuable upon the exercise of any such Options or upon conversion, exercise or exchange of any Convertible Securities issuable upon exercise of any such Option” shall be equal to (1) the lower of (x) the sum of the lowest amounts of consideration (if any) received or receivable by the Company with respect to any one share of Common Stock upon the granting or sale of such Option, upon exercise of such Option and upon conversion, exercise or exchange of any Convertible Security issuable upon exercise of such Option and (y) the lowest exercise price set forth in such Option for which one share of Common Stock is issuable upon the exercise of any such Options or upon conversion, exercise or exchange of any Convertible Securities issuable upon exercise of any such Option minus (2) the sum of all amounts paid or payable to the holder of such Option (or any other Person) upon the granting or sale of such Option, upon exercise of such Option and upon conversion, exercise or exchange of any Convertible Security issuable upon exercise of such Option plus the value of any other consideration received or receivable by, or benefit conferred

on, the holder of such Option (or any other Person). Except as contemplated below, no further adjustment of the Exercise Price shall be made upon the actual issuance of such shares of Common Stock or of such Convertible Securities upon the exercise of such Options or upon the actual issuance of such shares of Common Stock upon conversion, exercise or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Company in any manner issues or sells any Convertible Securities and the lowest price per share for which one share of Common Stock is issuable upon the conversion, exercise or exchange thereof is less than the Applicable Price, then such share of Common Stock shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this Section 2(b)(ii), the “lowest price per share for which one share of Common Stock is issuable upon the conversion, exercise or exchange thereof” shall be equal to (1) the lower of (x) the sum of the lowest amounts of consideration (if any) received or receivable by the Company with respect to one share of Common Stock upon the issuance or sale of the Convertible Security and upon conversion, exercise or exchange of such Convertible Security and (y) the lowest conversion price set forth in such Convertible Security for which one share of Common Stock is issuable upon conversion, exercise or exchange thereof minus (2) the sum of all amounts paid or payable to the holder of such Convertible Security (or any other Person) upon the issuance or sale of such Convertible Security plus the value of any other consideration received or receivable by, or benefit conferred on, the holder of such Convertible Security (or any other Person). Except as contemplated below, no further adjustment of the Exercise Price shall be made upon the actual issuance of such shares of Common Stock upon conversion, exercise or exchange of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustment of this Warrant has been or is to be made pursuant to other provisions of this Section 2(b), except as contemplated below, no further adjustment of the Exercise Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Rate of Conversion. If the purchase or exercise price provided for in any Options referred to in Section 2(b)(i), the additional consideration, if any, payable upon the issue, conversion, exercise or exchange of any Convertible Securities referred to in Section 2(b)(i) or 2(b)(ii), or the rate at which any Convertible Securities referred to in Section 2(b)(i) or 2(b)(ii) are convertible into or exercisable or exchangeable for shares of Common Stock increases or decreases at any time, the Exercise Price in effect at the time of such increase or decrease shall be adjusted to the Exercise Price which would have been in effect at such time had such Options or Convertible Securities provided for such increased or decreased purchase price, additional consideration or increased or decreased conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of this Section 2(b)(iii), if the terms of any Option or Convertible Security that was outstanding as of the date of issuance of this Warrant are increased or decreased in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the shares of Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such increase or decrease. No adjustment pursuant to this

Section 2(b) shall be made if such adjustment would result in an increase of the Exercise Price then in effect.

(iv) Calculation of Consideration Received. If any Option or Convertible Security or Adjustment Right is issued in connection with the issuance or sale or deemed issuance or sale of any other securities of the Company, together comprising one integrated transaction, (x) such Option or Convertible Security (as applicable) or Adjustment Right (as applicable) will be deemed to have been issued for consideration equal to the Black Scholes Consideration Value thereof and (y) the other securities issued or sold or deemed to have been issued or sold in such integrated transaction shall be deemed to have been issued for consideration equal to the difference of (I) the aggregate consideration received or receivable by the Company minus (II) the Black Scholes Consideration Value of each such Option or Convertible Security (as applicable) or Adjustment Right (as applicable). If any shares of Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration received therefor will be deemed to be the net amount of consideration received by the Company therefor. If any shares of Common Stock, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of such consideration received by the Company will be the fair value of such consideration, except where such consideration consists of publicly traded securities, in which case the amount of consideration received by the Company for such securities will be the arithmetic average of the VWAPs of such security for each of the five (5) Trading Days immediately preceding the date of receipt. If any shares of Common Stock, Options or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving entity, the amount of consideration therefor will be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is attributable to such shares of Common Stock, Options or Convertible Securities, as the case may be. The fair value of any consideration other than cash or publicly traded securities will be determined jointly by the Company and the Holder. If such parties are unable to reach agreement within ten (10) days after the occurrence of an event requiring valuation (the “**Valuation Event**”), the fair value of such consideration will be determined within five (5) Trading Days after the tenth (10th) day following such Valuation Event by an independent, reputable appraiser jointly selected by the Company and the Holder. The determination of such appraiser shall be final and binding upon all parties absent manifest error and the fees and expenses of such appraiser shall be borne by the Company.

(v) Record Date. If the Company takes a record of the holders of shares of Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in shares of Common Stock, Options or in Convertible Securities or (B) to subscribe for or purchase shares of Common Stock, Options or Convertible Securities, then such record date will be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase (as the case may be).

(c) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to paragraph (a) of this Section 2, the number of Warrant Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment (without regard to any limitations on exercise contained herein).

(d) Holder's Right of Alternative Exercise Price Following Issuance of Certain Options or Convertible Securities. In addition to and not in limitation of the other provisions of this Section 2, if the Company in any manner issues or sells any Options or Convertible Securities after the Subscription Date that are convertible into or exchangeable or exercisable for shares of Common Stock at a price which varies or may vary with the market price of the Common Shares, including by way of one or more reset(s) to a fixed price, but exclusive of such formulations reflecting customary anti-dilution provisions (such as share splits, share combinations, share dividends and similar transactions) (each of the formulations for such variable price being herein referred to as, the “**Variable Price**”), the Company shall provide written notice thereof via facsimile and overnight courier to the Holder on the date of issuance of such Convertible Securities or Options. From and after the date the Company issues any such Convertible Securities or Options with a Variable Price, the Holder shall have the right, but not the obligation, in its sole discretion to substitute the Variable Price for the Exercise Price upon exercise of this Warrant by designating in the Exercise Notice delivered upon any exercise of this Warrant that solely for purposes of such exercise the Holder is relying on the Variable Price rather than the Exercise Price then in effect. The Holder's election to rely on a Variable Price for a particular exercise of this Warrant shall not obligate the Holder to rely on a Variable Price for any future exercises of this Warrant.

(e) Stock Combination Event Adjustment. If at any time and from time to time on or after the Issuance Date there occurs any stock split, stock dividend, stock combination recapitalization or other similar transaction involving the Common Stock (each, a “**Stock Combination Event**”) and the product of (i) the quotient determined by dividing (A) the Exercise Price in effect immediately prior to the Stock Combination Event by (B) the arithmetic average of the VWAPs during the fifteen (15) Trading Days immediately prior to the Stock Combination Event; and (ii) the arithmetic average of the VWAPs during the fifteen (15) Trading Days immediately following the date of such Stock Combination Event (each, an “**Event Market Price**”) is less than the Exercise Price then in effect (after giving effect to the adjustment in clause (b) above), then on the sixteenth (16th) Trading Day immediately following such Stock Combination Event, the Exercise Price then in effect on such sixteenth (16th) Trading Day (after giving effect to the adjustment in clause (b) above) shall be reduced (but in no event increased) to the Event Market Price. For the avoidance of doubt, if the adjustment in the immediately preceding sentence would otherwise result in an increase in the Exercise Price hereunder, no adjustment shall be made.

(f) Other Events. In the event that the Company (or any Subsidiary (as defined in the Securities Purchase Agreement)) shall take any action to which the provisions hereof are not strictly applicable, or, if applicable, would not operate to protect the Holder from dilution or if any event occurs of the type contemplated by the provisions of this Section 2 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation

rights, phantom stock rights or other rights with equity features), then the Company's Board of Directors shall in good faith determine and implement an appropriate adjustment in the Exercise Price and the number of Warrant Shares (if applicable) so as to protect the rights of the Holder, provided that no such adjustment pursuant to this Section 2(f) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 2, provided further that if the Holder does not accept such adjustments as appropriately protecting its interests hereunder against such dilution, then the Company's Board of Directors and the Holder shall agree, in good faith, upon an independent investment bank of nationally recognized standing to make such appropriate adjustments, whose determination shall be final and binding and whose fees and expenses shall be borne by the Company.

(g) Calculations. All calculations under this Section 2 shall be made by rounding to the nearest cent or the nearest 1/100th of a share, as applicable. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issue or sale of Common Stock.

(h) Exercise Floor Price. Notwithstanding the foregoing, no adjustment pursuant to clauses (b), (d) or (e) of this Section 2 shall cause the Exercise Price to be less than \$4.01 (as adjusted for any stock dividend, stock split, stock combination, reclassification or similar transaction occurring after the date of the Securities Purchase Agreement) (the "**Exercise Floor Price**"); provided, that nothing contained in this Section 2(h) shall apply after the Company has obtained the written approval of its stockholders providing for the Company's issuance of all of the Securities (as defined in the Securities Purchase Agreement) in accordance with applicable law and the rules and regulations of the Principal Market prior to such date.

3. RIGHTS UPON DISTRIBUTION OF ASSETS. In addition to any adjustments pursuant to Section 2 above, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction (other than a stock dividend or other distribution of shares of Common Stock to the extent the Company complies with Section 2(a) hereof in connection therewith) (a "**Distribution**"), at any time after the Issuance Date, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant by Cashless Exercise (without regard to any limitations on exercise hereof, including without limitation, the Maximum Percentage) immediately before the date on which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distributions would result in the Holder exceeding the Maximum Percentage, then the Holder shall not be entitled to participate in such Distribution to such extent (or the beneficial ownership of any such shares of Common Stock as a result of such Distribution to such extent) and such Distribution to such extent shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Maximum Percentage).

4. PURCHASE RIGHTS; FUNDAMENTAL TRANSACTIONS.

(a) Purchase Rights. In addition to any adjustments pursuant to Section 2 above, if at any time the Company grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the “**Purchase Rights**”), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Maximum Percentage) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder’s right to participate in any such Purchase Right would result in the Holder exceeding the Maximum Percentage, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Maximum Percentage).

(b) Fundamental Transactions. The Company shall not enter into or be party to a Fundamental Transaction unless (i) the Successor Entity assumes in writing (or, if prior to the consummation of such Fundamental Transaction, such applicable agreement requires the assumption of) all of the obligations of the Company under this Warrant and the other Transaction Documents (as defined in the Securities Purchase Agreement) in accordance with the provisions of this Section 4(b), including agreements to deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant, including, without limitation, which is exercisable for a corresponding number of shares of capital stock equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such adjustments to the number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction) and (ii) the Successor Entity (including its Parent Entity) is a publicly traded corporation whose common stock is quoted on or listed for trading on an Eligible Market. Upon the consummation of each Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of the applicable Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the “Company” shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein. Upon consummation of each Fundamental Transaction, the Successor Entity shall deliver to the Holder confirmation that there shall be issued upon exercise of this Warrant at any time after the consummation of the applicable Fundamental Transaction, in lieu of the shares of Common

Stock (or other securities, cash, assets or other property (except such items still issuable under Sections 3 and 4(a) above, which shall continue to be receivable thereafter)) issuable upon the exercise of this Warrant prior to the applicable Fundamental Transaction, such shares of publicly traded common stock (or its equivalent) of the Successor Entity (including its Parent Entity) which the Holder would have been entitled to receive upon the happening of the applicable Fundamental Transaction had this Warrant been exercised immediately prior to the applicable Fundamental Transaction (without regard to any limitations on the exercise of this Warrant), as adjusted in accordance with the provisions of this Warrant. Notwithstanding the foregoing, and without limiting Section 1(f) hereof, the Holder may elect, at its sole option, by delivery of written notice to the Company to waive this Section 4(b) to permit the Fundamental Transaction without the assumption of this Warrant. In addition to and not in substitution for any other rights hereunder, prior to the consummation of each Fundamental Transaction pursuant to which holders of shares of Common Stock are entitled to receive securities or other assets with respect to or in exchange for shares of Common Stock (a “**Corporate Event**”), the Company shall make appropriate provision to insure that the Holder will thereafter have the right to receive upon an exercise of this Warrant at any time after the consummation of the applicable Fundamental Transaction but prior to the Expiration Date, in lieu of the shares of the Common Stock (or other securities, cash, assets or other property (except such items still issuable under Sections 3 and 4(a) above, which shall continue to be receivable thereafter)) issuable upon the exercise of the Warrant prior to such Fundamental Transaction, such shares of stock, securities, cash, assets or any other property whatsoever (including warrants or other purchase or subscription rights) which the Holder would have been entitled to receive upon the happening of the applicable Fundamental Transaction had this Warrant been exercised immediately prior to the applicable Fundamental Transaction (without regard to any limitations on the exercise of this Warrant).

(c) Black Scholes Value. Notwithstanding the foregoing and the provisions of Section 4(a) above, at the request of the Holder delivered at any time commencing on the earliest to occur of (x) the public disclosure of any Fundamental Transaction, (y) the consummation of any Fundamental Transaction and (z) the Holder first becoming aware of any Fundamental Transaction (including, without limitation, a Fundamental Transaction that is publicly disclosed, consummated or of which the Holder first becomes aware (as the case may be) prior to the Initial Exercisability Date) through the date that is ninety (90) days after the public disclosure of the consummation of such Fundamental Transaction by the Company pursuant to a Current Report on Form 8-K filed with the SEC, the Company or the Successor Entity (as the case may be) shall promptly purchase this Warrant from the Holder (but in no event prior to the later of (A) the third (3rd) Trading Day after the date of such request and (B) the date of the consummation of such Fundamental Transaction) by paying to the Holder cash in an amount equal to the Black Scholes Value.

(d) Application. The provisions of this Section 4 shall apply similarly and equally to successive Fundamental Transactions and Corporate Events and shall be applied as if this Warrant (and any such subsequent warrants) were fully exercisable and without regard to any limitations on the exercise of this Warrant (provided that the Holder shall continue to be entitled to the benefit of the Maximum Percentage, applied however with respect to shares of capital stock registered under the 1934 Act and thereafter receivable upon exercise of this Warrant (or any such other warrant)).

5. NONCIRCUMVENTION. The Company hereby covenants and agrees that the Company will not, by amendment of its Articles of Incorporation (as defined in the Securities Purchase Agreement), Bylaws (as defined in the Securities Purchase Agreement) or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith carry out all the provisions of this Warrant and take all action as may be required to protect the rights of the Holder. Without limiting the generality of the foregoing, the Company (i) shall not increase the par value of any shares of Common Stock receivable upon the exercise of this Warrant above the Exercise Price then in effect, (ii) shall take all such actions as may be reasonably necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable shares of Common Stock upon the exercise of this Warrant, and (iii) shall, so long as any of the SPA Warrants are outstanding, take all action necessary to reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the exercise of the SPA Warrants, the maximum number of shares of Common Stock as shall from time to time be necessary to effect the exercise of the SPA Warrants then outstanding (without regard to any limitations on exercise).

6. WARRANT HOLDER NOT DEEMED A STOCKHOLDER. Except as otherwise specifically provided herein, the Holder, solely in its capacity as a holder of this Warrant, shall not be entitled to vote or receive dividends or be deemed the holder of share capital of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, solely in its capacity as the Holder of this Warrant, any of the rights of a stockholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the Holder of the Warrant Shares which it is then entitled to receive upon the due exercise of this Warrant. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a stockholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company. Notwithstanding this Section 6, the Company shall provide the Holder with copies of the same notices and other information (that are not filed with or furnished to the SEC) given to the stockholders of the Company generally, contemporaneously with the giving thereof to the stockholders.

7. REISSUANCE OF WARRANTS.

(a) Transfer of Warrant. If this Warrant is to be transferred, the Holder shall surrender this Warrant to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Warrant (in accordance with Section 7(d)), registered as the Holder may request, representing the right to purchase the number of Warrant Shares being transferred by the Holder and, if less than the total number of Warrant Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 7(d)) to the Holder representing the right to purchase the number of Warrant Shares not being transferred.

(b) Lost, Stolen or Mutilated Warrant. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this

Warrant (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary and reasonable form and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Company shall execute and deliver to the Holder a new Warrant (in accordance with Section 7(d)) representing the right to purchase the Warrant Shares then underlying this Warrant.

(c) Exchangeable for Multiple Warrants. This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants (in accordance with Section 7(d)) representing in the aggregate the right to purchase the number of Warrant Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Warrant Shares as is designated by the Holder at the time of such surrender; provided, however, no warrants for fractional shares of Common Stock shall be given.

(d) Issuance of New Warrants. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 7(a) or Section 7(c), the Warrant Shares designated by the Holder which, when added to the number of shares of Common Stock underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights and conditions as this Warrant.

8. NOTICES. Whenever notice is required to be given under this Warrant, unless otherwise provided herein, such notice shall be given in accordance with Section 9(f) of the Securities Purchase Agreement. The Company shall provide the Holder with prompt written notice of all actions taken pursuant to this Warrant, including in reasonable detail a description of such action and the reason therefor. Without limiting the generality of the foregoing, the Company will give written notice to the Holder (i) immediately upon each adjustment of the Exercise Price and the number of Warrant Shares, setting forth in reasonable detail, and certifying, the calculation of such adjustment(s) and (ii) at least fifteen (15) days prior to the date on which the Company closes its books or takes a record (A) with respect to any dividend or distribution upon the shares of Common Stock, (B) with respect to any grants, issuances or sales of any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property to holders of shares of Common Stock or (C) for determining rights to vote with respect to any Fundamental Transaction, dissolution or liquidation, provided in each case that such information shall be made known to the public prior to or in conjunction with such notice being provided to the Holder and (iii) at least ten (10) Trading Days prior to the consummation of any Fundamental Transaction. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of its Subsidiaries, the Company shall simultaneously file such notice with the SEC (as defined in the Securities Purchase Agreement) pursuant to a Current Report on Form 8-K. It is expressly understood and agreed that the time of execution specified by the Holder in each Exercise Notice shall be definitive and may not be disputed or challenged by the Company.

9. AMENDMENT AND WAIVER. Except as otherwise provided herein, the provisions of this Warrant (other than Section 1(f)) may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Holder. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

10. SEVERABILITY. If any provision of this Warrant is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Warrant so long as this Warrant as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

11. GOVERNING LAW. This Warrant shall be governed by and construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Warrant shall be governed by, the internal laws of the State of New York, without regard to conflict of law principles that would result in the application of any laws other than the laws of the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 9(f) of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS WARRANT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

12. CONSTRUCTION; HEADINGS. This Warrant shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any Person as the drafter hereof. The headings of this Warrant are for convenience of reference and shall not form part of, or affect the interpretation of, this Warrant. Terms used in this Warrant but defined in the other Transaction Documents (as defined in the Securities Purchase Agreement) shall have the meanings ascribed to such terms on the Initial Closing Date (as defined in the Securities

Purchase Agreement) in such other Transaction Documents unless otherwise consented to in writing by the Holder.

13. DISPUTE RESOLUTION. In the case of a dispute as to the determination of the Exercise Price, the Closing Sale Price or fair market value or the arithmetic calculation of the Warrant Shares (as the case may be), the Company or the Holder (as the case may be) shall submit the disputed determinations or arithmetic calculations (as the case may be) via facsimile (i) within two (2) Business Days after receipt of the applicable notice giving rise to such dispute to the Company or the Holder (as the case may be) or (ii) if no notice gave rise to such dispute, at any time after the Holder learned of the circumstances giving rise to such dispute (including, without limitation, as to whether any issuance or sale or deemed issuance or sale was an issuance or sale or deemed issuance or sale of Excluded Securities). If the Holder and the Company are unable to agree upon such determination or calculation (as the case may be) of the Exercise Price, the Closing Sale Price or fair market value or the number of Warrant Shares (as the case may be) within three (3) Business Days of such disputed determination or arithmetic calculation being submitted to the Company or the Holder (as the case may be), then the Company shall, within two (2) Business Days submit via facsimile (a) the disputed determination of the Exercise Price, the Closing Sale Price or fair market value (as the case may be) to an independent, reputable investment bank selected by the Company and reasonably acceptable to the Holder or (b) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause at its expense the investment bank or the accountant (as the case may be) to perform the determinations or calculations (as the case may be) and notify the Company and the Holder of the results no later than ten (10) Business Days from the time it receives such disputed determinations or calculations (as the case may be). Such investment bank's or accountant's determination or calculation (as the case may be) shall be binding upon all parties absent manifest error.

14. REMEDIES, CHARACTERIZATION, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF. The remedies provided in this Warrant shall be cumulative and in addition to all other remedies available under this Warrant and the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the right of the Holder to pursue actual damages for any failure by the Company to comply with the terms of this Warrant; provided, however, that the Holder waives any consequential damages it may suffer from any failure by the Company to comply with the terms of this Warrant. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, exercises and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the holder of this Warrant shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required. The Company shall provide all information and documentation to the Holder that is requested by the Holder to enable the Holder to confirm the Company's compliance with the terms and conditions of this Warrant

(including, without limitation, compliance with Section 2 hereof). The issuance of shares and certificates for shares as contemplated hereby upon the exercise of this Warrant shall be made without charge to the Holder or such shares for any issuance tax or other costs in respect thereof, provided that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than the Holder or its agent on its behalf.

15. TRANSFER. Subject to Section 1(h), this Warrant may be offered for sale, sold, transferred or assigned without the consent of the Company, except as may otherwise be required by Section 2(h) of the Securities Purchase Agreement.

16. TAX MATTERS.

The Holder of this Warrant, by accepting this Warrant, acknowledges and agrees as follows:

(a) On or prior to the date it acquires this Warrant, the Holder will timely furnish the Company or its agents any United States federal income tax form or certification (such as IRS Form W-8BEN, Form W-8IMY, IRS Form W-9, or IRS Form W-8ECI or any successors to such IRS forms), or other information, form or certificate (including any information or certifications specified under Sections 1471-1474 of the Internal Revenue Code of 1986, as amended (the “Code”), that the Company or its agents may reasonably request and will update or replace such form or certification in accordance with its terms or its subsequent amendments.

(b) If the Company pays withholding taxes on behalf of the Holder with respect to this Warrant that it cannot immediately offset by reducing the amount of a related payment (such as withholding taxes imposed as a result of the application of Section 305(c) of the Code), the Holder will, within 10 business days of written notice, reimburse the Company for the amounts specified in such notice.

(c) The Holder will file all tax returns in a manner consistent with Section 1(c) of the Securities Purchase Agreement unless otherwise required to take a different position following a determination within the meaning of Section 1313 of the Code to the contrary.

17. CERTAIN DEFINITIONS. For purposes of this Warrant, the following terms shall have the following meanings:

(a) “**Additional Notes**” shall have the meaning ascribed to such term in the Securities Purchase Agreement, and shall include all notes issued in exchange therefor or replacement thereof.

(b) “**Adjustment Right**” means any right granted with respect to any securities issued in connection with, or with respect to, any issuance or sale (or deemed issuance or sale in accordance with Section 2) of shares of Common Stock (other than rights of the type described in Sections 3 and 4 hereof) that could result in a decrease in the net consideration received by the Company in connection with, or with respect to, such securities (including, without limitation, any cash settlement rights, cash adjustment or other similar rights).

(c) **“Approved Stock Plan”** means any employee benefit or incentive plan which has been approved by the Board of Directors of the Company prior to or subsequent to the date hereof pursuant to which shares of Common Stock, options to purchase Common Stock, stock appreciation rights, restricted shares of Common Stock, restricted stock units and other stock-based awards may be issued to any employee, officer, director or consultant for services provided to the Company in their capacity as such.

(d) **“Black Scholes Consideration Value”** means the value of the applicable Option, Convertible Security or Adjustment Right (as the case may be) as of the date of issuance thereof calculated using the Black Scholes Option Pricing Model obtained from the “OV” function on Bloomberg utilizing (i) an underlying price per share equal to the Closing Sale Price of the Common Stock on the Trading Day immediately preceding the public announcement of the execution of definitive documents with respect to the issuance of such Option, Convertible Security or Adjustment Right (as the case may be), (ii) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of such Option, Convertible Security or Adjustment Right (as the case may be) as of the date of issuance of such Option, Convertible Security or Adjustment Right (as the case may be), (iii) a zero cost of borrow and (iv) an expected volatility equal to the greater of 100% and the 100 day volatility obtained from the HVT function on Bloomberg (determined utilizing a 260 day annualization factor) as of the Trading Day immediately following the date of issuance of such Option, Convertible Security or Adjustment Right (as the case may be).

(e) **“Black Scholes Value”** means the value of the unexercised portion of this Warrant remaining on the date of the Holder’s request pursuant to Section 4(c), which value is calculated using the Black Scholes Option Pricing Model obtained from the “OV” function on Bloomberg utilizing (i) an underlying price per share equal to the greater of (1) the highest Closing Sale Price of the Common Stock during the period beginning on the Trading Day immediately preceding the earliest to occur of (x) the public disclosure of the applicable Fundamental Transaction, (y) the consummation of the applicable Fundamental Transaction and (z) the date on which the Holder first became aware of the applicable Fundamental Transaction and ending on the Trading Day of the Holder’s request pursuant to Section 4(c) and (2) the sum of the price per share being offered in cash in the applicable Fundamental Transaction (if any) plus the value of the non-cash consideration being offered in the applicable Fundamental Transaction (if any), (ii) a strike price equal to the Exercise Price in effect on the date of the Holder’s request pursuant to Section 4(c), (iii) a zero cost of borrow, (iv) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the greater of (1) the remaining term of this Warrant as of the date of the Holder’s request pursuant to Section 4(c) and (2) the remaining term of this Warrant as of the date of consummation of the applicable Fundamental Transaction or as of the date of the Holder’s request pursuant to Section 4(c) if such request is prior to the date of the consummation of the applicable Fundamental Transaction, and (v) an expected volatility equal to the greater of 100% and the 30 day volatility obtained from the HVT function on Bloomberg (determined utilizing a 260 day annualization factor) as of the Trading Day immediately following the public disclosure of the applicable Fundamental Transaction (or, solely to the extent such Fundamental Transaction is not disclosed to the public, the date of the consummation of the such Fundamental Transaction).

(f) **“Bloomberg”** means Bloomberg, L.P.

(g) **“Business Day”** means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(h) **“Closing Sale Price”** means, for any security as of any date, the last closing trade price for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing trade price, then the last trade price of such security prior to 4:00:00 p.m., New York City time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last trade price of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing does not apply, the last trade price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no last trade price is reported for such security by Bloomberg, the average of the ask prices of any market makers for such security as reported in the “pink sheets” by OTC Markets Group Inc. (formerly Pink Sheets LLC). If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 13. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, recapitalization or other similar transaction during such period.

(i) **“Common Stock”** means (i) the Company’s shares of common stock, \$0.01 par value per share, and (ii) any capital stock into which such common stock shall have been changed or any share capital resulting from a reclassification of such common stock.

(i) **“Common Stock Deemed Outstanding”** means, at any given time, the number of shares of Common Stock actually outstanding at such time, plus the number of shares of Common Stock deemed to be outstanding pursuant to Sections 2(b)(i) and 2(b)(ii) hereof regardless of whether the Options or Convertible Securities are actually exercisable at such time, but excluding any shares of Common Stock owned or held by or for the account of the Company or issuable upon conversion and exercise, as applicable, of the Notes and the Warrants.

(j) **“Convertible Securities”** means any stock or other security (other than Options) that is at any time and under any circumstances, directly or indirectly, convertible into, exercisable or exchangeable for, or which otherwise entitles the holder thereof to acquire, any shares of Common Stock.

(k) **“Eligible Market”** means The New York Stock Exchange, the NYSE Amex, the Nasdaq Global Market, the Nasdaq Capital Market or the Principal Market.

(l) **“Excluded Securities”** means any (i) shares of Common Stock, Options, stock appreciation rights, restricted shares of Common Stock, restricted stock units and other stock-based awards to directors, officers, employees or consultants of the Company in their capacity as such pursuant to an Approved Stock Plan (as defined below); (ii) Convertible Securities or Options and shares of Common Stock issued upon the conversion or exercise of such

Convertible Securities or Options, in each case, issued pursuant to a Rights Plan (as defined in the Securities Purchase Agreement) approved by the Board of Directors of the Company, (iii) shares of Common Stock issued upon the conversion or exercise of Convertible Securities (other than options to purchase Common Stock issued pursuant to an Approved Stock Plan that are covered by clause (i) above) issued prior to the date hereof; provided that the conversion price of any such Convertible Securities (other than options to purchase Common Stock issued pursuant to an Approved Stock Plan that are covered by clause (i) above) is not lowered, none of such Convertible Securities (other than options to purchase Common Stock issued pursuant to an Approved Stock Plan that are covered by clause (i) above) are amended to increase the number of shares issuable thereunder and none of the terms or conditions of any such Convertible Securities (other than options to purchase Common Stock issued pursuant to an Approved Stock Plan that are covered by clause (i) above) are otherwise materially changed in any manner that adversely affects any of the Buyers; (iv) the shares of Common Stock issuable upon conversion of the Notes or otherwise pursuant to the terms of the Notes, (v) the shares of Common Stock issuable upon exercise of the SPA Warrants, (vi) the shares of Common Stock or Options issued to financial institutions or lessors in connection with commercial credit arrangements, equipment financings or similar transactions (excluding any shares of Common Stock issuable upon conversion or exercise of any Convertible Securities); (vii) the shares of Common Stock or Options issued in connection with strategic alliances, acquisitions, mergers, and strategic partnerships, provided, that (A) the primary purpose of such issuance is not to raise capital as determined in good faith by the Board of Directors of the Company, (B) the purchaser or acquirer of the securities in such issuance solely consists of either (x) the actual participants in such strategic alliance or strategic partnership, (y) the actual owners of such assets or securities acquired in such acquisition or merger or (z) the stockholders, partners or members of the foregoing Persons and (C) number or amount of securities issued to such Person by the Company shall not be disproportionate (as determined in good faith by the Board of Directors of the Company) to either (x) the fair market value of such Person's actual contribution to such strategic alliance or strategic partnership or (y) the proportional ownership of such assets or securities to be acquired by the Company, as applicable; and (viii) shares of Common Stock or Options issued to vendors to settle bona fide trade liabilities.

(m) **“Expiration Date”** means the date that is the fifth (5th) anniversary of the Initial Exercisability Date or, if such date falls on a day other than a Business Day or on which trading does not take place on the Principal Market (a **“Holiday”**), the next date that is not a Holiday.

(n) **“Fundamental Transaction”** means that (i) directly or indirectly, in one or more related transactions, (1) the Company or any of its Subsidiaries shall consolidate or merge with or into (whether or not the Company or any of its Subsidiaries is the surviving corporation) any other Person, or (2) the Company and its Subsidiaries shall, as determined on a consolidated basis, sell, lease, license, assign, transfer, convey or otherwise dispose of all or substantially all of their properties or assets to any other Person, or (3) the Company or any of its Subsidiaries shall allow any other Person to make a purchase, tender or exchange offer that is accepted by the holders of more than 50% of the outstanding shares of Voting Stock of the Company (not including any shares of Voting Stock of the Company held by the Person or Persons making or party to, or associated or affiliated with the Persons making or party to, such purchase, tender or exchange offer), or (4) the Company or any of its Subsidiaries shall consummate a stock or share purchase agreement or other business combination (including, without limitation, a

reorganization, recapitalization, spin-off or scheme of arrangement) with any other Person whereby such other Person acquires more than 50% of the outstanding shares of Voting Stock of the Company (not including any shares of Voting Stock of the Company held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination), or (5) the Company shall reorganize, recapitalize or reclassify the Common Stock, or (ii) any “person” or “group” (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act and the rules and regulations promulgated thereunder) is or shall become the “beneficial owner” (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding Voting Stock of the Company.

(o) “**Initial Notes**” shall have the meaning ascribed to such term in the Securities Purchase Agreement, and shall include all notes issued in exchange therefor or replacement thereof.

(p) “**Notes**” means, collectively, the Initial Notes and the Additional Notes.

(q) “**Options**” means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

(r) “**Parent Entity**” of a Person means an entity that, directly or indirectly, controls the applicable Person and whose common stock or equivalent equity security is quoted or listed on an Eligible Market, or, if there is more than one such Person or Parent Entity, the Person or Parent Entity with the largest public market capitalization as of the date of consummation of the Fundamental Transaction.

(s) “**Person**” means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.

(t) “**Principal Market**” means the Nasdaq Global Select Market.

(u) “**Successor Entity**” means the Person (or, if so elected by the Holder, the Parent Entity) formed by, resulting from or surviving any Fundamental Transaction or the Person (or, if so elected by the Holder, the Parent Entity) with which such Fundamental Transaction shall have been entered into.

(v) “**Trading Day**” means any day on which the Common Stock is traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded, provided that “Trading Day” shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York City time).

(w) “**Voting Stock**” of a Person means capital stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power to elect, or the general power to appoint, at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time capital stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

(x) “**VWAP**” means, for any security as of any date, the dollar volume weighted average price for such security on the Principal Market (or, if the Principal Market is not the principal trading market for such security, then on the principal securities exchange or securities market on which such security is then traded) during the period beginning at 9:30:01 a.m., New York City time, and ending at 4:00:00 p.m., New York City time, as reported by Bloomberg through its “Volume at Price” function or, if the foregoing does not apply, the dollar volume weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York City time, and ending at 4:00:00 p.m., New York City time, as reported by Bloomberg, or, if no dollar volume weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in the “pink sheets” by OTC Markets Group Inc. (formerly Pink Sheets LLC). If VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 13. All such determinations shall be appropriately adjusted for any stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions during such period.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to Purchase Common Stock to be duly executed as of the Assignment Date set out above.

AMERICAN SUPERCONDUCTOR CORPORATION

By: /s/ David A. Henry
Name: David A. Henry
Title: Executive Vice President and
Chief Financial Officer

**EXERCISE NOTICE
TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THIS
WARRANT TO PURCHASE COMMON STOCK**

AMERICAN SUPERCONDUCTOR CORPORATION

The undersigned holder hereby exercises the right to purchase _____ of the shares of Common Stock (“**Warrant Shares**”) of American Superconductor Corporation, a Delaware corporation (the “**Company**”), evidenced by the Warrant to Purchase Common Stock No. _____ (the “**Warrant**”). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Form of Exercise Price. The Holder intends that payment of the Exercise Price shall be made as:

- _____ a “Cash Exercise” with respect to _____ Warrant Shares; and/or
- _____ a “Cashless Exercise” with respect to _____ Warrant Shares.

2. Payment of Exercise Price. In the event that the Holder has elected a Cash Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the Holder shall pay the Aggregate Exercise Price in the sum of \$ _____ to the Company in accordance with the terms of the Warrant.

3. Delivery of Warrant Shares. The Company shall deliver to the Holder, or its designee or agent as specified below, _____ Warrant Shares in accordance with the terms of the Warrant. Delivery shall be made to the Holder, or for its benefit, to the following address:

4. Compliance with Maximum Percentage. By delivering this Exercise Notice, the Holder hereby represents that, after giving effect to the exercise provided for in this Exercise Notice, the Holder will not have direct or indirect beneficial ownership of a number of shares of Common Stock which exceeds the Maximum Percentage (as defined in the Warrant) as of the date of this Exercise Notice.

Name of Registered Holder

By:

Name:
Title:

ACKNOWLEDGMENT

The Company hereby acknowledges this Exercise Notice and hereby directs _____ to issue the above indicated number of shares of Common Stock in accordance with the Transfer Agent Instructions dated _____, 20__, from the Company and acknowledged and agreed to by _____.

AMERICAN SUPERCONDUCTOR CORPORATION

By:
Name:
Title:



Amendment No. 3 to Supply Contract Number PPC1687-012014

This amendment number 3 (“Amendment No.3”) to Contract Number PPC1687-012014 dated 2nd June 2014 (the “Contract”) is effective as of 18th February 2016 (“Effective Date”) between Inox Wind Ltd., having its head office at Plot No. 17, Sector 16-A, Noida 201301 (U.P) India (“Buyer”) and American Superconductor Corporation, having its head office at 64 Jackson Road, Devens, MA 01434, USA (“Seller”), hereinafter collectively referred to as the “Parties” or individually as a “Party”.

WHEREAS, Seller and Buyer executed a supply contract dated 2nd June 2014 for the supply of [**] ([**]) sets of DF2000/50Hz Electric Control Systems (According to GL2003/2004 guideline) by Seller to Buyer;

WHEREAS, Seller and Buyer executed Amendment No. 1 to Supply Contract Number PPC1687-012014 dated 25th August 2015 (“Amendment No. 1”) to supply an additional [**] ([**]) sets of DF2000/50Hz Electric Control Systems (According to GL2003/2004 guideline) by Seller to Buyer;

WHEREAS, Seller and Buyer executed Amendment No. 2 to Supply Contract Number PPC1687-012014 dated 19th November 2015 (“Amendment No. 2”) to reduce the number of DF2000/50Hz Electric Control Systems (According to GL2003/2004 guideline) to be purchased from Seller under the Contract by [**] ([**]) sets of DF2000/50Hz Electric Control Systems (According to GL2003/2004 guideline) for the WT2000DF Wind Turbine; and

WHEREAS, Buyer desires to reduce the number of DF2000/50Hz Electric Control Systems (According to GL2003/2004 guideline) to be purchased from Seller under the Contract and Seller agrees to that reduction of the Contract quantities by [**] ([**]) sets of DF2000/50Hz Electric Control Systems (According to GL2003/2004 guideline) for the WT2000DF Wind Turbine.

The Parties agree to amend the Contract as follows:

1. The first two sentences in sub-clause 1.1 under Clause 1 [Scope of Supply and Contract Price] of the Contract, are hereby deleted and replaced with the following:

*1.1 [**] ([**]) sets of Electric Control System [**] and Condition Monitoring System (CMS) ((hereinafter “ECS”). Each Set comprising of:*
2. Sub-clause 1.3 under Clause 1 [Scope of Supply and Contract Price] is deleted in its entirety and replaced with the following:

*1.3 The price for each of the ECS, FCA Shanghai, China and/or any place in Europe, excluding VAT shall be: EUR [**] (EURO [**] ONLY).*

TOTAL CONTRACT PRICE:
The total contract price, FCA Shanghai, China and/or any place in Europe excluding VAT shall be: EUR 42,120,000.00 (EURO FORTY TWO MILLION ONE HUNDRED TWENTY THOUSAND ONLY).
3. Sub-clause 2.3 under Clause 2 [Delivery Period] is deleted in its entirety and replaced with the following:

*2.3 Sub-clause 2.1 (including Note 1) applies only to the initial [**] ECS previously ordered by Seller as of the date of Amendment No. 1. For the additional quantity of [**] ECS added by Amendment No. 1, reduced by*

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for Confidential Treatment and have been filed separately with the Securities and Exchange Commission.



Amendment No. 2 and again reduced by Amendment No. 3 no later than four (4) months prior to the date of the first forecasted delivery Buyer shall provide to Seller the initial forecasted delivery schedule which will include the quantity of the [**] ECS to be shipped per month (the "Delivery Schedule"). Not later than the 1st day of each month thereafter, Buyer shall deliver to Seller an updated Delivery Schedule for the amount of the [**] ECS not yet delivered which will include the quantity of ECS to be shipped per month ("Monthly Delivery Schedule"). The maximum monthly shipment quantity provided by Buyer on the Delivery Schedule and Monthly Delivery Schedule during any calendar month shall not exceed [**] sets. Notwithstanding anything to the contrary herein, Buyer shall accept the full, or if prior shipments have been made, balance of [**] ECS not later than [**] ("Final Delivery Date") and shall pay for the same in accordance with the provisions of sub-clause 3.(5).

4. Sub-clause 3.(5) under Clause 3 [Payment Conditions] is deleted in its entirety and replaced with the following:

(5) Sub-clause 3.1 and 3.2 apply only to the [**] ECS initially ordered by Seller as of the date of Amendment No. 1. For the additional quantity of [**] ECS added by Amendment No. 1, reduced by Amendment No. 2 and reduced by Amendment No. 3, the following payment terms apply: Prior to each monthly shipment in accordance with the then current Delivery Schedule (for the first delivery) and the Monthly Delivery Schedule (for subsequent deliveries), Buyer shall cause to be issued by an approved bank of Buyer listed in sub-clause 3.(5) a letter of credit payable on-site in a form and format acceptable to Seller and in an amount equal to [**] % of each shipment value. The letter of credit shall be in accordance with UCP 600. The letter of credit shall be valid for 60 days and shall include provisions for deferred payment by the Buyer of [**] days from the date of FCR, and all interest charges shall be to the account of Buyer. Letter of credit charges in India shall be borne by the Buyer and letter of credit charges outside of India shall be borne by the Seller. If a letter of credit is not issued in sufficient time to meet the Delivery Schedule (for the first delivery) and the Monthly Delivery Schedule (for each subsequent delivery), the associated shipment date will be extended accordingly. In the event Buyer fails to provide the Delivery Schedule and/or Monthly Delivery Schedule(s) prior to the Final Delivery Date, (i) Seller shall be entitled to retain all advance amounts remaining creditable to Buyer at such time, and Buyer shall not be entitled to any credit or refund with respect to any such remaining advance amounts, and (ii) Seller may, at its discretion, terminate this Contract by written notice to Buyer pursuant to Article 18.

5. All other terms and conditions of the contract shall continue unchanged and remain in full force and effect.

The Parties are signing this Amendment on the date stated in the introductory clause.

Inox Wind Ltd.

BY: /s/ Rajeev Gupta
 NAME: Rajeev Gupta
 TITLE: Director
 DATE: 18 Feb 2016

American Superconductor Corporation

BY: /s/ James Maguire
 NAME: James Maguire
 TITLE: EVP - Operations
 DATE: 18 Feb 2016



Amendment No. 4 to Supply Contract Number PPC1687-032014

This amendment number 4 (“Amendment No. 4”) to Contract Number PPC1687-032014 dated 12th August 2014 (the “Contract”) is effective as of 18th February 2016 (“Effective Date”) between Inox Wind Ltd., having its head office at Plot No. 17, Sector 16-A, Noida 201301 (U.P) India (“Buyer”) and American Superconductor Corporation, having its head office at 64 Jackson Road, Devens, MA 01434, USA (“Seller”), hereinafter collectively referred to as the “Parties” or individually as a “Party”.

WHEREAS, Seller and Buyer executed a supply contract dated 12th August 2014 for the supply of [**] ([**]) sets of DF2000/50Hz Electric Control Systems (According to GL2010 guideline) by Seller to Buyer;

WHEREAS, Seller and Buyer executed Amendment No. 1 to Contract Number PPC1687-032014 dated 15th August 2014 (“Amendment No. 1”) to clarify part numbers and the Parties’ banking information as well as an agreement to work collaboratively on any issues Seller encounters relative to drawing down on the letter(s) of credit;

WHEREAS, Seller and Buyer executed Amendment No. 2 to Contract Number PPC1687-032014 dated 6th August 2015 (“Amendment No. 2”) to supply an additional [**] ([**]) sets of DF2000/50Hz Electric Control Systems (According to GL2010 guideline) by Seller to Buyer;

WHEREAS, Seller and Buyer executed Amendment No. 3 to Contract Number PPC1687-032014 dated 19th November 2015 (“Amendment No. 3”) to supply an additional [**] ([**]) sets of DF2000/50Hz Electric Control Systems (According to GL2010 guideline) by Seller to Buyer; and

WHEREAS, Buyer desires to purchase from Seller and Seller agrees to sell to Buyer an additional [**] ([**]) sets of DF2000/50Hz Electric Control Systems (According to GL2010 guideline) for the WT2000DF Wind Turbine. [**] ([**]) sets out of this [**] ([**]) sets of DF2000/50Hz Electric Control System (According to GL2010 guideline) will be delivered [**] function as per Annex 1 of this Amendment No. 4.

The Parties agree as follows:

1. Sub-clause 1.1 under Clause 1 [Scope of Supply and Contract Price] of the Contract is hereby deleted in its entirety and replaced with the following:

*1.1 [**] ([**]) sets of Electric Control Systems [**] function and without Condition Monitoring System (CMS) (hereinafter “ECS V1”) and [**] ([**]) sets [**] function and without Condition Monitoring System (CMS) (hereinafter “ECS V2”) and collectively (“ECS”). Each set comprising of:*

ECS V1:

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.



#	ELECTRIC CONTROL SYSTEM	AMSC ID	units per WEC	Scope of supply	NOT scope of supply
1	+4HCA100 +4HCA200 +4HCA300 Hub Cabinets	26116084, 26116085, 26116086	1 off	fully assembled and tested cabinets includes: -pitch converter with IO's - service switch and service plug -3 sets of cables for motor and feedback connection -industrial connectors	-additional distribution terminal boxes, cables and industrial plugs between the cabinets, terminal boxes and auxiliary drives and sensors
	Pitch Motors	10113715	3 off	Pitch Motors with free wheel system, brake and speed feedback	
2	+4HCC100 Hub Control Cabinet	26116050	1 off	fully assembled and tested cabinet includes: -PLC IO's with CAN Interface -lightning protection (acc. lightning protection system) -industrial connectors	-additional distribution terminal boxes, cables and industrial plugs between the cabinets, terminal boxes and auxiliary drives and sensors
3	+3NCA100/200 Nacelle Cabinet	26116048	1 off	fully assembled and tested cabinet includes: -auxiliary power supply -auxiliary control and protection -contactors and relays -PLC IO's -control panel -YAW converter -lightning protection (acc. lightning protection system) -UPS power supply 24VDC with batteries -service switch and service plug -service box -connection terminals	-additional distribution terminal boxes, cables and industrial plugs between the cabinets, terminal boxes and auxiliary drives and sensors

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.



#	ELECTRIC CONTROL SYSTEM	AMSC ID	units per WEC	Scope of supply	NOT scope of supply
4	#1CCA100 Converter Cabinet	26117163	1 off	fully assembled and tested cabinets includes: <ul style="list-style-type: none"> -AMSC power module (PM3000W with pre charge unit) -PLC IO's with CAN Interface -filter capacitors and resistors -crowbar unit -generator and line choke -contactors and relays -stator breaker -grid contactor -air to water heat exchanger -water cooling distribution -total power measurement -lightning protection (acc. lightning protection system) -connection terminals -[**] package 	-additional distribution terminal boxes, cables and industrial plugs between the cabinets, terminal boxes and auxiliary drives and sensors -external water cooling unit
	[**] ([**]) Package for Indian grid code as per AMSC Specification for Inox DF2000 [**] Simulation and Hardware Modification Rev 4 (13-05-2014)				
5	+1TBC100 Tower Base Cabinet	26117158	1 off	fully assembled and tested cabinet includes: <ul style="list-style-type: none"> -auxiliary control and protection -contactors and relays -PLC IO's and CPU -UPS power supply 24VDC with batteries -service switch -control panel -connection terminals 	-additional distribution terminal boxes, cables and industrial plugs between the cabinets, terminal boxes and auxiliary drives and sensors

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.



#	ELECTRIC CONTROL SYSTEM	AMSC ID	units per WEC	Scope of supply	NOT scope of supply
6	SCADA Package incl. wtDataCenter	26112620	1 off	<ul style="list-style-type: none"> -wtSCADA Server: SCADA system for wind farm server -wtSCADA Client: GUI to visualize all monitored turbines -wtCommissioner: SCADA system for commissioning and trouble shooting -wtDataCenter: Analysis tool for Licensed wind turbines and wind farms -Highspeed datalogger: trace tool -wtCSV Viewer: Log viewer tool with charting capabilities -PLC Update: Software update tool for PLC code. -Detailed document for each of the above mentioned software packages 	<ul style="list-style-type: none"> -source code -personal computer (PC)
7	Control Software	26112620	1 off	<ul style="list-style-type: none"> -Control software and configuration tools for yaw-, pitch-, converter system, PLC and SLC -Software description including parameter, warning and error description -SCL (Source Code Light) PLC source code -[**] Support 	<ul style="list-style-type: none"> -source code except PLC SCL

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.



ECS V2:

#	ELECTRIC CONTROL SYSTEM	AMSC ID	units per WEC	Scope of supply	NOT scope of supply
1	#4HCA000 Hub Cabinets including Pitch Motor	26117316	1 set	1 set consist of: - 1pcs 26117328 hub cabinet +4HCA100 - 1pcs 26117329 hub cabinet +4HCA200 - 1pcs 26117330 hub cabinet +4HCA300 each hub cabinet includes pitch converter with IO's, heater, service switch and service plug - 3 pcs No.10113715 pitch motors including cables for motor and speed feedback connection. Each pitch motor with free wheel system, brake and speed feedback. -Industrial connector	-additional distribution terminal boxes, cables and industrial plugs between the cabinets, terminal boxes and auxiliary drives and sensors
2	+4HCC100 Hub Control Cabinet complete	26117334	1 off	fully assembled and tested cabinet. cabinet includes: -PLC IO's with CAN Interface -lightning protection (acc. lightning protection system) -industrial connectors	-additional distribution terminal boxes, cables and industrial plugs between the cabinets, terminal boxes and auxiliary drives and sensors

5

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#	ELECTRIC CONTROL SYSTEM	AMSC ID	units per WEC	Scope of supply	NOT scope of supply
3	+3NCA100/110 Nacelle Cabinet complete	26117340	1 off	fully assembled and tested cabinet. cabinet includes: -auxiliary power supply -auxiliary control and protection -contactors and relays -PLC IO's -control panel -YAW converter -lightning protection (acc. lightning protection system) -UPS power supply 24VDC with batteries -service switch and service plug -service box -connection terminals	-additional distribution terminal boxes, cables and industrial plugs between the cabinets, terminal boxes and auxiliary drives and sensors
4	+1CCA100/200 Converter Cabinet complete	26117155	1 off	fully assembled and tested cabinet. cabinets includes: -AMSC power module (PM300xNW with pre charge unit) -PLC IO's with CAN Interface -filter capacitors and resistors -crowbar unit -generator and line choke -contactors and relays -stator breaker -line contactor -air to water heat exchanger -water cooling distribution -total power measurement -lightning protection (acc. lightning protection system) -connection terminals	-additional distribution terminal boxes, cables and industrial plugs between the cabinets, terminal boxes and auxiliary drives and sensors -external water cooling unit
5	+1TBC100 Tower Base Cabinet complete	26117159	1 off	fully assembled and tested cabinet. cabinet includes: -auxiliary control and protection -contactors and relays -PLC IO's and CPU -UPS power supply 24VDC with batteries -service switch -control panel -connection terminals	-additional distribution terminal boxes, cables and industrial plugs between the cabinets, terminal boxes and auxiliary drives and sensors



#	ELECTRIC CONTROL SYSTEM	AMSC ID	units per WEC	Scope of supply	NOT scope of supply
6	SCADA Package incl. wtDataCenter	26112620	1 off	-wtSCADA Server: SCADA system for wind farm server -wtSCADA Client: GUI to visualize all monitored turbines -wtCommissioner: SCADA system for commissioning and trouble shooting -wtDataCenter: Analysis tool for Licensed wind turbines and wind farms -Highspeed datalogger: trace tool -wtCSV Viewer: Log viewer tool with charting capabilities -PLC Update: Software update tool for PLC code. -Detailed document for each of the above mentioned software packages	-source code -personal computer (PC)
7	Control Software	26112620	1 off	-Control software and configuration tools for yaw-, pitch-, converter system, PLC and SLC -Software description including parameter, warning and error description -SCL (Source Code Light) PLC source code	-source code except PLC SCL

2. Sub-clause 1.3 of Clause 1 [Scope of Supply and Contract Price] is deleted in its entirety and replaced with the following:

*1.3 The price for each ECS V1 for the first [**] ([**]) units delivered, FCA Shanghai, China and/or any place in Europe, excluding VAT shall be: EUR [**] (EURO [**] ONLY). The price for each ECS V1 for the additional[**] ([**]) units to be delivered, FCA Shanghai, China and/or any place in Europe, excluding VAT shall be: EUR [**] (EURO [**] ONLY).*

*1.3.1. The price for each ECS V2, FCA Shanghai, China and/or any place in Europe, excluding VAT shall be: EUR [**] (EURO [**] ONLY).*

TOTAL CONTRACT PRICE:

7

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The total contract price, FCA Shanghai, China and/or any place in Europe excluding VAT, shall be: EUR 37,360,855 . (EURO THIRTY-SEVEN MILLION, THREE HUNDRED SIXTY THOUSAND EIGHT HUNDRED FIFTY-FIVE ONLY).

3. The following sub-clause 2.4 is hereby added to Article 2 [Delivery Period]:

2.4 For the additional [**] ([**]) sets of DF2000/50Hz Electric Control Systems (According to GL2010 guideline) added by this Amendment No. 4, Seller will supply the ECS no later than [**] ([**]) months from the effective date of this Amendment No.4.

4. Sub-clause 3.(5) under Article 3 [Payment Conditions] is hereby deleted and replaced with the following:

(5) Sub-clause 3.1 and 3.2 apply only to the [**] ECS initially ordered by Seller as of the date of Amendment No. 2. For the additional quantity of ECS added by Amendments No. 2, No. 3 and No. 4, the following payment terms apply: Prior to each monthly shipment in accordance with the then current Delivery Schedule (for the first delivery) and the Monthly Delivery Schedule (for subsequent deliveries), Buyer shall cause to be issued by an approved bank of Buyer listed in sub-clause 3.(4) a letter of credit payable on-site in a form and format acceptable to Seller and in an amount equal to [**]% of each shipment value. The letter of credit shall be in accordance with UCP 600. The letter of credit shall be valid for 60 days and shall include provisions for deferred payment by the Buyer of [**] days from the date of FCR, and all interest charges shall be to the account of Buyer. Letter of credit charges in India shall be borne by the Buyer and letter of credit charges outside of India shall be borne by the Seller. If a letter of credit is not issued in sufficient time to meet the Delivery Schedule (for the first delivery) and the Monthly Delivery Schedule (for each subsequent delivery), the associated shipment date will be extended accordingly. In the event Buyer fails to provide the Delivery Schedule and/or Monthly Delivery Schedule(s) prior to the Final Delivery Date, (i) Seller shall be entitled to retain all advance amounts remaining creditable to Buyer at such time, and Buyer shall not be entitled to any credit or refund with respect to any such remaining advance amounts, and (ii) Seller may, at its discretion, terminate this Contract by written notice to Buyer pursuant to Article 18.

5. All other terms and conditions of the contract shall continue unchanged and remain in full force and effect.

The Parties are signing this Amendment on the date stated in the introductory clause.

Inox Wind Ltd.

BY: /s/ Rajeev Gupta
NAME: Rajeev Gupta
TITLE: Director
DATE: 18 Feb 2016

American Superconductor Corporation

BY: /s/ James Maguire
NAME: James Maguire
TITLE: EVP - Operations
DATE: 18 Feb 2016

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

LICENSE AND SUBLICENSE AGREEMENT

THIS LICENSE AND SUBLICENSE AGREEMENT (this “**License**”) is made effective as of March 4, 2016 (subject to the provisions of this License, the “**Effective Date**”) by and between AMERICAN SUPERCONDUCTOR CORPORATION, a Delaware corporation having an office and place of business at 64 Jackson Road, Devens, MA 01434 (“**AMSC**”), and BASF CORPORATION, a Delaware corporation having a place of business at 100 Park Avenue, Florham Park, NJ 07932 (“**BASF**”). AMSC and BASF are each hereinafter referred to individually as a “**Party**” and together as the “**Parties**.”

WHEREAS, subject to and in accordance with the terms and conditions of this License, BASF desires to obtain from AMSC, and AMSC wishes to grant to BASF: (i) a non-exclusive license to the AMSC 2G Wire Patents (as defined below); and (ii) a non-exclusive sublicense to the Sublicensed 2G Wire Patents (as defined below), to manufacture, have manufactured, use, sell and have sold the Product (as defined below) in the Territory (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1**Definitions**

Definitions. The following terms (and their correlatives), in addition to terms defined on first use herein, shall have the meanings set forth below:

Section 1.01 “**Affiliate(s)**” means (α) any corporation, company, or entity which owns or controls directly or indirectly fifty percent (50%) or more of shares or stocks outstanding of a Party, (β) any corporation, company, or entity of which fifty percent (50%) or more of shares or stocks outstanding are owned or controlled directly or indirectly by a Party, or (γ) any corporation, company, or entity which is under common control with the respective Party.

Section 1.02 “**AMSC 2G Wire Patents**” means those patents and patent applications listed in Annex 1 of this License.

Section 1.03 “**AMSC Disclosure Letter**” means the disclosure letter provided by AMSC to BASF and accepted in writing by BASF, in each case as of the Effective Date.

Section 1.04 “**AMSC’s Knowledge**” means solely the actual knowledge of the executive officers and senior IP staff members of AMSC involved, substantively and to a material extent, in the negotiation of this License; provided that prior to its execution of this License, AMSC shall cause Section 6.02 to be reviewed by such further then-current employees of AMSC (in addition to the executive officers and senior IP staff members of AMSC involved,

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

substantively and to a material extent, in the negotiation of this License) as are most likely to be aware of information pertinent to the representations and warranties of AMSC set forth in such Section 6.02, and the term “AMSC’s Knowledge” shall be deemed to include any matters identified by such further then-current employees of AMSC in the course of such review.

Section 1.05 **“Buffer Layer Patents”** means Patents relating to the buffer layer used in the Product that are owned or in-licensed by BASF or any of its Affiliates.

Section 1.06 **“Business Day”** means a day other than a Saturday, Sunday or other day on which commercial banks in either New York City, Boston, Massachusetts, or Frankfurt, Germany are authorized or required by Law to be closed for business.

Section 1.07 **“Confidential Information”** means all confidential or proprietary Information of a Party disclosed by such Party to the other Party in connection with this License that is either (i) designated as such in writing by the disclosing Party, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such Information is disclosed by the disclosing Party to the receiving Party or (ii) is orally or visually disclosed to the receiving Party by the disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, if (A) it would be apparent to a reasonable person, familiar with the disclosing Party’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing Party or (B) such Information is orally or visually identified as confidential at the time of its disclosure and the disclosing Party, within thirty (30) days after such disclosure, confirms the confidential and/or proprietary nature of such Information in a writing delivered to the receiving Party. In addition, the terms of this License shall be deemed to constitute Confidential Information of each Party.

Section 1.08 **“Effective Date”** has the meaning set forth in the preamble.

Section 1.09 **“Encumbrance”** means any lien, license, security interest, pledge, option or other encumbrance, restriction or limitation of any kind whatsoever.

Section 1.10 **“Force Majeure”** has the meaning set forth in **Section 9.12**.

Section 1.11 **“HTS Wire”** means an elongated product of one or several articles substantially containing a substrate, one or several buffer layers, one or several HTS layers, one or several metal layers and optionally one or several electrical insulating layers.

Section 1.12 **“IFRS”** means International Financing Reporting Standards as issued by the International Accounting Standards Board, consistently applied.

Section 1.13 **“Information”** means any and all ideas, concepts, data, discoveries, improvements, methods, techniques, technologies, systems, specifications, analyses, products, practices, processes, procedures, protocols, research, tests, trials, assays, controls, prototypes, formulas, descriptions, formulations, submissions, communications, skills, experience, knowledge, plans, objectives, algorithms, reports, results, conclusions and other information

and materials, irrespective of whether or not copyrightable or patentable and in any form or medium (tangible, intangible, oral, written, electronic, observational or other) in which such Information may be communicated or subsist. Without limiting the foregoing sentence, Information includes any technological, scientific, business, legal, patent, organizational, commercial, operational or financial materials or information.

Section 1.14 “**JDA**” means the Joint Development Agreement between the Parties of even date herewith.

Section 1.15 “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

Section 1.16 “**Licensed Patents**” means the AMSC 2G Wire Patents and the Sublicensed 2G Wire Patents.

Section 1.17 “**List Price**” means, with respect to any Product, the list price at which such Product, sold in similar quantities, is then being offered by BASF or any of its Affiliates to Third Parties.

Section 1.18 “**Losses**” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

Section 1.19 “**Net Sales**” ” means Product Revenue less the following deductions calculated in euros in accordance with IFRS: (i) sales and use taxes, import and export duties and other governmental charges levied and paid with respect to the sale, use, transportation or delivery of the Product (excluding, for the avoidance of doubt, national, state, local or foreign taxes based on income), (ii) reasonable outbound transportation and freight charges, (iii) reasonable and customary discounts, returns, credits and allowances on account of returns actually allowed and taken with respect to the applicable sales of Product, and (iv) amounts previously included in Net Sales that are written off by BASF as uncollectible in accordance with BASF’s standard practices for writing off uncollectible amounts consistently applied (provided that if any such written-off amounts are subsequently collected, such collected amounts shall be included in Net Sales in the period in which they are subsequently collected).

Section 1.20 “**Non-Solution Based HTS Wire**” means HTS Wire other than Solution Based HTS Wire.

Section 1.21 “**Patents**” means (i) any patents and patent applications (and any patents issuing therefrom), worldwide, (ii) any substitutions, divisions, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates, term extensions (under patent or other law), certificates

of invention and the like, of any such patents or patent applications and (iii) any foreign or international equivalents of any of the foregoing.

Section 1.22 **“Person”** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

Section 1.23 **“Product”** means Solution Based HTS Wire covered by at least one Valid Claim of the Licensed Patents.

Section 1.24 **“Product Revenue”** means:

(i) any and all amounts, whether in the nature of sales revenue, license fees, signing, milestone and revenue sharing, royalty payments of any other type, that BASF or any one or more of its Affiliates invoices to a Third Party for sales of Product (other than a Sample) or (ii) with respect to transfers of Product to a Third Party (other than a Sample) that are not invoiced (because BASF or its Affiliate transfers to such Third Party a System or other product that contains the Product), the then current List Price for the Product.

All Product Revenue shall, for purposes of this Agreement, be calculated in euros in accordance with IFRS.

Section 1.25 **“Samples”** means bona fide samples of Product, not more than 200 meters in length, provided free of charge to prospective purchasers of Product.

Section 1.26 **“Solution Based HTS Wire”** means HTS Wire having at least one buffer layer which is produced utilizing a chemical solution deposition (CSD) based process. For the avoidance of doubt, HTS wires having all buffer layers produced utilizing the vapor deposition processes will not be deemed Solution Based HTS Wire.

Section 1.27 **“Solution Based HTS Wire Product”** means Solution Based HTS Wire developed under the JDA.

Section 1.28 **“Sublicensed 2G Wire Patents”** means those patents and patent applications listed in Annex 2 of this License.

Section 1.29 **“Sublicensee”** means any Person (whether a BASF Affiliate or a Third Party) to whom BASF (or any other Sublicensee) grants, in accordance with this License, a sublicense of the rights granted under this License, for so long as such sublicense remains in effect.

Section 1.30 **“System”** means any product, machine, device, assembly, sub-assembly, system or sub-system of which Product constitutes a part or in which Product is otherwise incorporated.

Section 1.31 “**Term**” has the meaning set forth in **Section 7.01**.

Section 1.32 “**Territory**” means worldwide, including all countries and territories.

Section 1.33 “**Third Party**” means any person or entity, other than BASF and BASF’s Affiliates or AMSC and AMSC’s Affiliates.

Section 1.34 “**Valid Claim**” means: (i) a claim of an issued and unexpired Patent that is included in the Licensed Patents that has not been disclaimed, revoked or held to be invalid or unenforceable by a court or other authority of competent jurisdiction, from which decision no appeal can be further taken or (ii) a claim included in a pending Patent application that is included in the Licensed Patents, whether filed before or after the Effective Date, that has not been (A) canceled, (B) withdrawn from consideration, (C) finally determined to be unallowable by the applicable governmental authority (from which no appeal is or can be taken), or (D) abandoned or disclaimed.

ARTICLE 2
Grant Of Rights

Section 2.01 **License Grant.**

(a) **Licensed AMSC 2G Wire Patents.** During the Term, AMSC hereby grants to BASF a non-exclusive license, with the right to sublicense subject to **Section 2.02** below, throughout the Territory under the AMSC 2G Wire Patents to manufacture, have manufactured, use, sell and have sold the Product.

(b) **Sublicensed 2G Wire Patents.** During the Term, AMSC hereby grants to BASF a non-exclusive sublicense throughout the Territory under the Sublicensed 2G Wire Patents to manufacture, have manufactured, use, sell and have sold the Product.

(c) **No Other Rights.** Any and all licenses, sublicenses and other rights of BASF are or shall be granted only as expressly provided in this License, and no other license, sublicense or other right is or shall be created or granted by AMSC to BASF or any other Person hereunder by implication, estoppel or otherwise.

Section 2.02 **Sublicensing.** BASF shall have the right to sublicense the license and rights granted in **Section 2.01(a)** to any entity that is an Affiliate of BASF, provided that (i) any such sublicense shall terminate, automatically by its terms and with no further action being necessary by any Person, immediately upon such entity ceasing to be an Affiliate of BASF for any reason, and (ii) for the avoidance of doubt, BASF shall have no right to sublicense the license or any of the rights granted hereunder to any Third Party without AMSC’s prior written consent. BASF shall provide AMSC with written notification upon the grant of any Sublicense hereunder.

ARTICLE 3
BASF Buffer Layer Patents

Section 3.01 Right of First Offer/Negotiation. In the event BASF discontinues manufacturing the Product without assigning the related business to any Third Party, BASF shall provide AMSC with the right of first refusal to its Patents relating to the buffer layer used in the Products.

ARTICLE 4
Financial Terms

Section 4.01 License Fee. In exchange for the rights granted to BASF under this Agreement during the Term, BASF shall pay to AMSC an upfront, one-time, license fee payment in the amount of three million U.S. dollars (\$3,000,000.00 USD), payable in U.S. Dollars within ten (10) days of execution of this License. For the avoidance of doubt, this License shall not have any force or effect, and the Effective Date shall not occur, until (i) this License is duly executed and delivered by each of the Parties and (ii) AMSC has received the license fee payment described in the preceding sentence.

Section 4.02 Royalties. BASF shall pay to AMSC, on an annual basis, royalties in the amount of the percentage set forth below of Net Sales in the applicable calendar year. For illustrative purposes only, an example of royalty calculations is set forth in **Annex 3** of this License. While all payments of royalties pursuant to this **Section 4.02** shall be made by BASF (rather than directly to AMSC by any Sublicensee), for the avoidance of doubt, royalties so payable by BASF to AMSC hereunder shall be based on Net Sales of BASF and all of its Affiliates and other Sublicensees in the aggregate.

Net Sales	Royalty %
EUR ≤ [**]	[**]%
EUR > [**] ≤ [**]	[**]%
EUR > [**]	[**]%

Section 4.03 Payment Method. All amounts due to AMSC under Section 4.02 this License shall be paid by BASF in USD by wire transfer to an account designated by AMSC in writing reasonably in advance. Any undisputed payments or portions thereof due hereunder that are not paid by the date such payments are due under this License will bear simple interest at the higher of a rate per annum equal to (a) [**] ([**]%) per month, or (b) the maximum rate permitted by applicable Law, calculated based on the number of days such payment is delinquent.

Section 4.04 Payment Schedule. The payments, if any, due pursuant to Section 4.02 (the “**Royalty Payments**”) are due and payable on March 15 (or, if such date is not a Business Day, on the next succeeding Business Day) of the calendar year immediately following the

calendar year to which such payments relate (each, a “**Royalty Payment Date**”). Royalty Payments will be converted from euros to U.S. Dollars using the average annual exchange rate, as published by the Bloomberg; the average being calculated for the one (1) year preceding the applicable Royalty Payment Date.

Section 4.05

Taxes and Withholding.

(a) **Withholding Taxes.** AMSC will be responsible for any and all income or other taxes owed by AMSC and required by applicable Law to be withheld or deducted from any of the payments made to AMSC hereunder (“**Withholding Taxes**”), and BASF may deduct from any amounts that BASF is required to pay hereunder an amount equal to such Withholding Taxes. BASF will provide AMSC with reasonable advance notice of tax withholding obligations to which it reasonably believes that it is subject. AMSC will provide BASF any information available to AMSC that is reasonably necessary to determine the Withholding Taxes. Such Withholding Taxes will be paid to the proper taxing authority for AMSC’s account and evidence of such payment will be secured and sent to AMSC within a reasonable period of time. The Parties will do all such lawful acts and things and sign all such lawful deeds and documents as either Party may reasonably request from the other Party to enable AMSC and BASF and its and their respective Affiliates or Sublicensees to take advantage of any applicable legal provision or any treaty provisions with the object of paying the sums due to AMSC hereunder with the lowest legal amount of Withholding Taxes. Notwithstanding anything in this **Section 4.05** or elsewhere in this Agreement to the contrary, however, for the avoidance of doubt, BASF shall not be entitled to withhold or deduct from, or otherwise offset against, any amounts payable by BASF to AMSC hereunder any taxes, deductions or withholdings that may be applicable to any payments to be made to BASF by any Sublicensee.

Section 4.06

Royalty Reports; Record Retention; Audit.

(a) **Royalty Reports.** BASF shall deliver to AMSC, on or prior to (i) the date on which an annual royalty payment becomes due hereunder with respect to a given calendar year or (ii) if earlier, the 60th (sixtieth) day after any termination of this License, a reasonably detailed written report and accounting of Product Revenue and Net Sales that are subject to royalty payments due to AMSC for such calendar year. Such annual reports shall indicate (i) Product Revenue and Net Sales on a Product-by-Product basis, and (ii) the calculation of royalties from such Product Revenue and Net Sales on a worldwide, global basis. All such reports shall constitute Confidential Information of BASF for purposes of **Section 9.13**.

(b) **Record Retention.** BASF will, and will require and cause each Sublicensee to, maintain complete and accurate books, records and accounts relevant for the determination and calculation of payments due to AMSC, in the manner which is customary for BASF in its standard course of business with respect to maintenance of books, records and accounts of the applicable type. Such books, records and accounts will be retained by BASF or the applicable Sublicensee after the end of the period to which such books, records and accounts pertain, in accordance with BASF’s internal record retention policy (but for not less than five (5)

years after the end of the calendar year to which the relevant books, records and accounts pertain) or longer as is required by applicable Law.

(c) **Audit.** AMSC will have the right to have an independent certified public accounting firm, reasonably acceptable to BASF, to have access during normal business hours, upon reasonable prior written notice and not more than once in each calendar year during the Term and for five (5) years thereafter, or longer as is required by applicable Law, to such of the records of BASF as may be reasonably necessary to audit and verify the accuracy of the calculation of Product Revenue, Net Sales and royalties for any calendar year ending not more than five (5) years, or longer as is required by applicable Law, prior to the date of such request. All results of each such verification and audit shall be made available to both AMSC and BASF and shall constitute Confidential Information of BASF for purposes of **Section 9.13**. AMSC will bear all costs of such audit, unless the audit reveals a discrepancy in AMSC's favor of more than ten percent (10%), in which case BASF will bear the cost of the audit.

(d) **Payment of Additional Amounts.** If, based on the results of any audit, additional payments are owed to AMSC under this License, then BASF will make such additional payments within five (5) Business Days after the accounting firm's written report is delivered to the Parties. The provisions of **Section 4.03** shall apply to such payment as of the date such additional payments were originally due.

ARTICLE 5 Intellectual Property

Section 5.01 **Prosecution and Maintenance of AMSC 2G Wire Patents.** AMSC shall use commercially reasonable efforts to: diligently prepare, file and prosecute all patent applications included in the AMSC 2G Wire Patents and maintain in force any issued patents included in the AMSC 2G Wire Patents. AMSC shall bear all attorney's fees, filing and maintenance fees and other costs and expenses incurred in connection with the foregoing activities. AMSC shall control such filing, prosecution and maintenance activities.

Section 5.02 **Enforcement of Licensed Patents.**

(a) **Notice Of Infringement.** If, during the Term, BASF learns of any actual, alleged or threatened infringement, misappropriation or violation by a Third Party of any AMSC 2G Wire Patents, BASF shall promptly notify AMSC.

(b) **Control of Enforcement Action.** AMSC shall have the right (but not the obligation) to control any action to enforce the AMSC 2G Wire Patents and/or (as between the Parties) Sublicensed 2G Wire Patents. AMSC shall notify BASF of its decision to pursue any such action within sixty (60) days of its receipt of notification of alleged infringement, misappropriation or violation from BASF. In the event of any actual, alleged or threatened infringement, misappropriation or violation of the AMSC 2G Wire Patents including ancillary invalidity claims, AMSC shall have the right (but not the obligation), at its own expense and with legal counsel of its own choice, to institute, prosecute and control any action, suit or proceeding (or take other appropriate legal action) against any actual, alleged or threatened infringement,

misappropriation or violation of the AMSC 2G Wire Patents including ancillary invalidity claims. If requested by AMSC, BASF shall provide reasonable assistance to AMSC at AMSC's sole cost and expense. BASF shall have the right, at its own expense, to be represented in any such action, suit or proceeding brought by AMSC by counsel of BASF's own choice; provided, however, that under no circumstances shall the foregoing affect the right of AMSC to control the action, suit or proceeding as described above in this **Section 5.02(b)**. If AMSC notifies BASF of its decision to not file any action, suit or proceeding against any such infringement, misappropriation or violation of the AMSC 2G Wire Patents, then BASF shall have the right (but not the obligation), at its own expense, to bring an action, suit or proceeding (or take other appropriate legal action) against such actual, alleged or threatened infringement, misappropriation or violation of the AMSC 2G Wire Patents with legal counsel of its own choice. Notwithstanding the foregoing, neither Party shall settle, compromise or otherwise resolve any such action, suit or proceeding that (i) in the case of a settlement by AMSC, materially restricts or waives rights under the Licensed Patents granted to BASF hereunder and (ii) in the case of a settlement by BASF, materially restricts or waives any rights under the Licensed Patents, in each case without the prior, written consent of the other Party which consent shall not be unreasonably withheld, conditioned or delayed. Any damages, monetary awards or other amounts recovered by a Party, whether by judgment or settlement, pursuant to any suit, proceeding or other legal action taken under this **Section 5.02(b)**, shall be applied as follows:

(i) first, to reimburse the Parties for their respective out-of-pocket costs and expenses (including reasonable attorneys' fees and costs) incurred in prosecuting such enforcement action; and

(ii) second, to the extent such amounts recovered are attributable to the sale of Product, including any reasonable royalty rate and/or lost profits, such amount shall be retained by or paid to BASF, and any portion thereof retained by BASF shall be deemed to be Net Sales, and BASF shall pay royalties thereon to AMSC in accordance with **Section 4.02** above (provided that, notwithstanding the foregoing, if the amount of any such recovery relating to the sale of Product is determined or calculated on the basis of any metric or criteria other than Product Revenue or Net Sales, then all such recoveries shall be allocated and paid [**]% to BASF and [**]% to AMSC); and

(iii) third, any remaining balance shall be paid to AMSC.

(c) **Joinder; Cooperation.** If a Party brings any such action, suit or proceeding hereunder, the other Party hereby consents to be joined as a plaintiff if necessary to prosecute such action, suit or proceeding, and to give the Party bringing such action, suit or proceeding reasonable assistance and authority to file and prosecute the action, suit or proceeding, all at the cost and expense of the Party bringing such action, suit or proceeding.

Section 5.03 No Challenge. BASF shall not challenge or cause any third party to challenge the validity or enforceability of the Licensed Patents, provided that it is expressly understood and agreed by each Party that any breach of this Section 5.03 shall, without more,

(f) **No Known Infringements by Third Parties.** To AMSC's Knowledge, as of the Effective Date, there has not been and is not currently any infringement, misappropriation or unauthorized use by any Third Party of any of the Licensed Patents.

(g) **Maintenance Fees.** Each patent included in the AMSC 2G Wire Patents or, to AMSC's Knowledge, in the Sublicensed 2G Wire Patents is valid and subsisting, all necessary registration, maintenance and renewal fees currently due in connection with such patents have been paid, no further maintenance and renewal fees are due with respect to any such patent at any time prior to the Effective Date, and all necessary documents and certificates in connection with such patents have been filed with the relevant patent authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such patents.

Section 6.03 **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER AMSC NOR BASF MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 6.04 **AMSC Additional IP Covenant.** AMSC shall, on an annual basis, amend **Annex 1** and **Annex 2** to reflect the grant of, or the filing by AMSC of, any Patent relating to those set forth on **Annex 1** and **Annex 2** to include the addition of such Patents. For the avoidance of doubt, such right to amend Annex 1 and Annex 2 shall not include the right to delete any Patents therefrom unless mutually agreed to by the Parties in writing.

ARTICLE 7 Term/Termination

Section 7.01 **Term.** This License shall remain in full force and effect until the last to expire Licensed Patent (the "**Term**").

Section 7.02 **Termination for Breach.** Either Party may, without prejudice to any other remedies available to it at law or in equity, terminate this License, in whole or in part, in the event that the other Party (the "**Breaching Party**") shall have committed a material breach of this License. The Breaching Party shall have thirty (30) days after written notice thereof was provided to the Breaching Party by the non-breaching Party, to remedy such breach. Any such termination shall become effective at the end of such thirty (30) day period unless the Breaching Party has cured any such breach or default prior to the expiration of such thirty (30) day period.

Section 7.03 **Termination by BASF.** BASF may terminate this License without cause upon one hundred eighty (180) days prior written notice to AMSC.

Section 7.04 **Mutual Termination.** This License may be terminated, in whole or in part, upon mutual agreement of the Parties.

Section 7.05 **Effect of Termination.**

(a) Payments. In the event of termination of this License for any reason, all (i) payments due to AMSC up until the date of termination and (ii) amounts accrued hereunder through the effective date of termination (even if not yet due), if any, shall be paid within sixty (60) days after the effective date of termination. All payments paid to AMSC prior to any such effective date of termination shall not be refundable.

(b) Sublicensees. In the event of any termination of this License each agreement pursuant to which a sublicense is granted under this License to a Sublicensee shall be terminated.

(c) Surviving Provisions. The following provisions shall survive termination of this License: Article 1 (Definitions); Section 6.03 (Disclaimer); Section 7.05 (Effects of Termination); Article 8 (Indemnification/Limitation of Liability); Section 9.02 (Applicable Law/Dispute Resolution); Section 9.03 (Notices); Section 9.04 (Entire Agreement); Section 9.05 (Amendment/Waiver); Section 9.07 (Waiver/Rule of Construction); Section 9.08 (Severability); Section 9.09 (Relationship of the Parties); Section 9.11 (Interpretation); and Section 9.13 (Confidentiality).

ARTICLE 8 Indemnification; Limitation of Liability

Section 8.01 Indemnification by AMSC. AMSC hereby agrees to save, defend and hold BASF, its Affiliates, and their respective directors, partners, officers, agents and employees harmless from and against any and all losses, damages, awards, settlement payments, fines, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) (collectively, "**Losses**") arising in connection with any and all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations or injunctions by a Third Party (each a "**Third Party Claim**") to the extent resulting or otherwise arising from (a) any breach by AMSC of any representation, warranty, covenant or other provision set forth in this License or (b) the negligence or willful misconduct by AMSC or any of its respective directors, , officers, agents or employees in exercising any rights or performing any obligations under this License.

Section 8.02 Indemnification by BASF. BASF hereby agrees to save, defend and hold AMSC and its respective directors, , officers, agents and employees harmless from and against any and all Losses arising in connection with any and all Third Party Claims to the extent resulting or otherwise arising from (a) any breach by BASF of any representation, warranty, covenant or other provision set forth in this License, (b) the negligence or willful misconduct by BASF, its Affiliates or Sublicensees or their respective directors, officers, agents or employees in exercising any rights or performing any obligations under this License or commercializing Product; or (c) death, bodily injury or property damage caused by or resulting from BASF's or its Affiliates' design, manufacturing, storage, handling, marketing, promotion, distribution and/or sale of the Product; provided that, with respect to this clause (c) and for the avoidance of doubt, to the extent such death, bodily injury or property damage is caused by or results from Product that was developed by, manufactured by or improved upon by AMSC,

then BASF's indemnification obligation shall be proportionately adjusted to account for AMSC's contribution to such Product.

Section 8.03 **Indemnification Procedures.** With respect to any claim for which indemnification is sought, the indemnified Party shall (i) notify the indemnifying Party within thirty (30) days of the receipt of such claim (provided, however, that failure to provide such notice shall not relieve the indemnifying Party from its indemnity obligations hereunder, except to the extent the indemnifying Party is materially prejudiced by such failure), (ii) allow the indemnifying Party to control the defense and settlement of such claim (provided that the indemnifying Party may not settle such claim without the indemnified Party's prior, written consent (not to be unreasonably withheld)), (iii) cooperate with the indemnifying Party in the defense of such claim at the cost and expense of the indemnifying Party, and (iv) have the right to employ separate counsel and participate in the defense of such claim at the indemnified Party's own expense.

Section 8.04 **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, EXCEPT FOR BREACH OF CONFIDENTIALITY AND BASF's INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.02(C), A PARTY'S TOTAL LIABILITY TO THE OTHER PARTY, AND THE OTHER PARTY'S EXCLUSIVE REMEDY (OTHER THAN, FOR THE AVOIDANCE OF DOUBT, ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF), FOR ANY CLAIM OR LIABILITY ASSOCIATED WITH THE SUBJECT MATTER OF THIS AGREEMENT OR THE PRODUCT, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, IS EXPRESSLY LIMITED TO \$3,000,000. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EXCEPT TO THE EXTENT SUCH DAMAGES ARE AWARDED TO A THIRD PARTY PURSUANT TO A FINAL AND NONAPPEALABLE JUDGMENT IN CONNECTION WITH A THIRD PARTY CLAIM SUBJECT TO INDEMNIFICATION UNDER SECTION 8.01 OR SECTION 8.02 OF THIS AGREEMENT.

ARTICLE 9 Miscellaneous

Section 9.01 **Patent Opposition.** Within thirty (30) days of the date of the last signature of this License, BASF shall take the necessary measures to dismiss the patent opposition filed with the European Patent Office against AMSC's European Patent No. [**], entitled "[**]".

Section 9.02 **Applicable Law; Dispute Resolution.** This License will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any conflicts or choice of laws provision or rule that would result in the application of laws of any other jurisdiction. Any dispute, difference, controversy, or claim of any kind whatsoever that arises or occurs between or among BASF and AMSC in relation to any matter arising under,

out of, or in connection with this License shall be exclusively and finally settled by arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Rules, as in effect on the date of the License, by a panel of three arbitrators appointed in accordance with such rules. The language of the arbitration shall be English and the place of arbitration shall be New York City, New York. No Party shall seek and the arbitrators shall not be entitled to order more than five depositions per Party, unless the Parties agree in writing otherwise. The award of decision of the arbitrators shall be final, binding upon the Parties and non-appealable. Any award rendered may be confirmed, judgment upon any award rendered may be entered, and such award of the judgment thereon may be enforced in any court of any state or country having the jurisdiction over the parties and/or their assets to the extent permitted by the United Nations Convention of Recognition and Enforcement of Foreign Arbitral Awards (1958)).

Section 9.03 **Notices.** All notices, requests and other communications hereunder shall be in writing, shall be addressed to the receiving Party’s address set forth below or to such other address as a Party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by a nationally recognized overnight courier service providing a receipt for delivery, freight prepaid, specifying next business day delivery, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid. The addresses and other contact information for the Parties are as follows:

If to AMSC:

American Superconductor Corporation
64 Jackson Road
Devens, MA 01434
Attn: General Counsel
Phone (for courier deliveries): (978) 842-3000

If to BASF:

BASF Corporation
Attn.: NOL-P, VP
100 Park Ave.
Florham Park, New Jersey 07932
Phone (for courier deliveries): 973.245.6030

With a copy to:

BASF New Business GmbH
Attn: Dr. Frank Prechtl
LU-BENCKISERPLATZ BE 1 - 117
Ludwigshafen, Germany
Phone (for courier deliveries): +49 621 60-76339

All notices, requests and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party set forth above, (ii) if sent by a nationally recognized overnight courier service providing a receipt for delivery, freight prepaid, specifying next business day delivery, then on the next Business Day such overnight courier service regularly makes deliveries to the addressee's geographic area, or (iii) if sent by registered or certified mail, on the fifth (5th) Business Day following the day such mailing is made.

Section 9.04 **Entire Agreement.** This License contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes and replaces any and all previous arrangements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof, but expressly excluding, for the avoidance of doubt, the JDA.

Section 9.05 **Amendment; Waiver.** This License may not be modified, amended or rescinded, in whole or part, except by a written instrument signed by the Parties. No delay or omission by a Party hereto in exercising any right or power occurring upon any noncompliance or default by any other Party with respect to any of the terms of this License shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the Parties of any of the covenants, conditions or agreements to be performed by any other Party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

Section 9.06 **Assignment.** Neither Party shall assign this License, or any portion thereof, to any Third Party without the prior written consent of the other Party, provided, however, that (i) either Party may assign this License to a Third Party which obtains all or substantially all of the assets of the assignor's business to which this License pertains, and (ii) as long as such assignment does not result in the imposition of any Withholding Taxes on any amounts payable to AMSC hereunder, BASF shall be entitled to assign this License to an Affiliate, in each case under clauses (i) and (ii) without prior written consent of the other Party. Any assignee shall assume all obligations of its assignor under this License. This License shall be binding on and shall inure to the benefit of, the Parties and their respective successors and assigns. To the extent BASF assigns this License to an Affiliate, BASF guarantees the payment and performance by such Affiliate of BASF's obligations under this License in accordance with the terms and conditions hereof.

Section 9.07 **Waiver of Rule of Construction.** Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this License. According, the rule of construction that any ambiguity in this License shall be construed against the drafting party shall not apply.

Section 9.08 **Severability.** If any one or more of the provisions contained in this License is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affects the substantive rights of the Parties. The Parties shall in such an instance use their commercially

reasonable efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of this License.

Section 9.09 **Relationship of the Parties.** Each Party is an independent contractor under this License. Nothing contained herein is intended or is to be construed so as to constitute the Parties as partners, agents or joint venturers. No Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Parties or to bind any other Party to any contract, agreement or undertaking with any Third Party.

Section 9.10 **Further Assurances.** Each Party agrees to do and perform all such further acts and things and shall execute and deliver such other agreements, certificates, instruments and documents necessary or that any other Party may reasonably deem advisable in order to carry out the intent and accomplish the purposes of this License and to evidence, perfect or otherwise confirm its rights hereunder.

Section 9.11 **Interpretation.** Whenever any provision of this License uses the term “including” (or “includes”), such term shall be deemed to mean “including without limitation” (or “includes without limitations”). “Herein,” “hereby,” “hereunder,” “hereof” and other equivalent words refer to this License as an entirety and not solely to the particular portion of this License in which any such word is used. All definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural. Unless otherwise provided, all references to Sections and Exhibits in this License are to Sections and Exhibits of this License. References to any Sections include Sections and subsections that are part of the related Section (e.g., a section numbered “Section 5(a)” would be part of “Section 5”, and references to “Section 5” would also refer to material contained in the subsection described as “Section 5(a)”).

Section 9.12 **Force Majeure.** Neither Party shall be responsible to the other Party for any failure or delay in performing any of its obligations (other than any obligation to pay money) under this License or for other nonperformance hereunder if such delay or nonperformance is caused by strike, stoppage of labor, lockout or other labor trouble, fire, flood, natural disaster, accident, war, act of terrorism or of the government of any country or of any local government, or by cause beyond the reasonable control of any Party. In such event, the Party affected will use commercially reasonable efforts to resume performance of its obligations.

Section 9.13 **Confidentiality; Publicity.**

(a) **Confidential Information.** With respect to any Confidential Information of a Party disclosed by it or its Affiliates to the other Party in connection with this License, the receiving Party agrees (i) not to use any such Confidential Information in connection with activities other than those contemplated by this License, and (ii) not to disclose any such Confidential Information to any Third Party (A) who is not an officer, director, employee or consultant of, or an adviser to, such receiving Party or any of its Affiliates or (B) other than an actual or prospective lender to, investor in, or acquirer (in whole or in part) or other business counterparty of such receiving Party or any of its Affiliates (and such lender’s, investor’s or acquirer’s officers, directors, employees, consultants and advisers having a need to know) which

receives the disclosing Party's Confidential Information for due diligence purposes subject to appropriate customary obligations of non-disclosure and limited use, in each case without the prior written consent of the disclosing Party.

(b) Limitations on Obligations. The obligations of the receiving Party specified in **Section 9.13(a)** shall not apply, and the receiving Party shall have no further obligations, with respect to any Confidential Information of the other Party to the extent the receiving Party can demonstrate, by documentary evidence, that such Confidential Information of the other Party:

(i) is generally known to the public at the time of disclosure or becomes generally known to the public without the receiving Party violating this License;

(ii) is in the receiving Party's possession at the time of disclosure other than as a result of the receiving Party's breach of any legal or contractual obligation;

(iii) is rightfully received by the receiving Party on a non-confidential basis from another Person without breach by such Person of any confidentiality or similar (such as fiduciary) duty; or

(iv) is independently developed or obtained by the receiving Party without use of, or reliance on, the disclosing Party's Confidential Information.

In addition, notwithstanding the provisions of **Section 9.13(a)**, either Party may disclose Confidential Information of the other Party if such Party reasonably determines, based on advice from its counsel, that it is required to make such disclosure by applicable Law or legal process or the applicable rules of any recognized securities market or exchange, in which event such Party shall (A) disclose only such Confidential Information of the other Party as the Party subject to the disclosure requirement reasonably determines is required to be disclosed, and (B) use commercially reasonable efforts to seek a protective order, confidential treatment or other lawfully available means of protecting the other Party's Confidential Information from such required disclosure.

(c) Disclosure to Officers, Directors, Employees, Consultants and Advisers. Each Party agrees that it and its Affiliates shall provide Confidential Information received from the other Party only to the receiving Party's respective officers, directors, employees, consultants and advisors, and to the officers, directors, employees, consultants and advisors of the receiving Party's Affiliates, in each case who have a need to know such Confidential Information and are bound by appropriate obligations of confidentiality and limited use, provided that each Party shall remain responsible for any failure by its and its Affiliates' respective officers, directors, employees, consultants and advisors to treat such information as required under **Section 9.13(a)**.

(d) Term. All obligations imposed under this **Section 9.13** shall expire upon the later of (i) expiration of the Term or (ii) five (5) years after termination of this License.

(e) **Publicity.** Upon effectiveness of this License, the Parties shall jointly issue a mutually agreed press release announcing the execution of this License. Thereafter, during the Term, the content of any press release or public announcement relating to this License shall be mutually agreed by the Parties, which agreement shall not be unreasonably withheld, conditioned or delayed, except that a Party may, without the other Party's consent, issue any press release or public announcement if (i) the contents of such press release or public announcement have previously been made public other than through a breach of this License by the issuing Party or its Affiliates, or (ii) such Party reasonably determines, based on advice from its counsel, that it is required to issue such a press release or public announcement by applicable Law or legal process, including by the applicable rules of any recognized securities market or exchange, in which event such Party shall include in such press release or public announcement only such information relating to this License as it reasonably determines is so required.

Section 9.14 **Counterparts; Electronically Delivered Signatures.** This License may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic execution and delivery of this License by any Party shall constitute a legal, valid and binding execution and delivery of this License by such Party.

[remainder of page intentionally left blank; signature page follows]

Confidential Treatment Requested by American Superconductor Corporation

IN WITNESS WHEREOF, the Parties hereto have caused this License to be executed in duplicate by their duly authorized representatives as of the Effective Date.

BASF CORPORATION

AMERICAN SUPERCONDUCTOR CORPORATION

BY: /s/ Manfredo Ruebens

BY: /s/ James Maguire

NAME: Manfredo Ruebens

NAME: James Maguire

TITLE: EVP & CFO

TITLE: EVP - Operations

DATE: March 4, 2016

DATE: March 4, 2016

[signature page to License and Sublicense Agreement]

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

ANNEX 1

AMSC 2G Wire Patents

AMSC No.	Patent Family	Patent Number	Date	Patent Grouping	Co-owner/Licensee
AMSC-466	[**]	[**]	[**]	Template/HTS Layer	
AMSC-433	[**]	[**] [**]	[**]	Template/HTS Layer	United State Department of Energy - non-exclusive government purposes license
AMSC-553	(No PCT)	[**]		Template/HTS Layer	
AMSC-293	[**]	[**] [**]	[**]	Buffer/HTS Layer	United State Department of Energy - non-exclusive government purposes license
AMSC-322	[**]	[**]	[**]	Buffer/HTS Layer	United State Department of Energy - non-exclusive government purposes license
AMSC-570	[**]	[**] [**]	[**]	Buffer/HTS Layer	
	[**]				
		[**]			
		[**]			
		[**]			
AMSC-554	[**]	[**] [**] [**] [**]	[**]	Buffer/HTS Layer	
	[**]				
		[**]			
		[**]			
		[**]			
AMSC-662	[**]	[**]	[**]	Buffer/HTS Layer	

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

Confidential Treatment Requested by American Superconductor Corporation

AMSC-676	[**]	[**] [**] [**]	[**]	Buffer/HTS Layer	Secretary of US Air Force - non-exclusive government purposes license
	[**]				
		[**]			
		[**]			
		[**]			
		[**]			
AMSC-748	[**]	[**] [**] [**] [**] [**] [**]	[**]	Buffer/HTS Layer	
AMSC-768	[**]	[**] [**] [**] [**] [**] [**]	[**]	Buffer/HTS Layer	
	[**]				
	validations pending	[**]			
		[**]			
		[**]			
		[**]			
		[**]			
AMSC-896	[**]	[**] [**] [**] [**]	[**]	Buffer/HTS Layer	
	[**]				
		[**]			

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

Confidential Treatment Requested by American Superconductor Corporation

		[**]			
		[**]			
		[**]			
AMSC-143	[**]	[**] [**]	[**]	Wire/[**]/[**]	
	[**]	[**]			
AMSC-142	[**]	[**]	[**]	Wire/[**]/[**]	
AMSC-218	[**]	[**] [**] [**]	[**]	Wire/[**]/[**]	
	[**]	[**]			
AMSC-380	[**]	[**] [**]	[**]	Wire/[**]/[**]	Co-owned with [**] Technology
	[**]	[**]			
AMSC-249	[**]	[**] [**]	[**]	Wire/[**]/[**]	
AMSC-455	[**]	[**]	[**]	Wire/[**]/[**]	Co-owned with [**] Technology
AMSC-300	[**]	[**] [**] [**]	[**]	Wire/[**]/[**]	United State Department of Energy - non-exclusive government purposes license
	[**]	[**]			
AMSC-790	[**]	[**] [**]	[**]	Wire/[**]/[**]	

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

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AMSC-937	[**]	[**] [**] [**] [**]	[**]	Wire/[**]/[**]	
AMSC-586	[**]	[**] [**] [**] [**] [**]	[**]	Application and Wire Customization	
	[**]				
		[**]			
		[**]			
		[**]			
		[**]			

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

ANNEX 2

Sublicensed 2G Wire Patents

AMSC Ref #	Title	Patent Number	Exclusive/Non-exclusive	Licensor
AMSC-437	[**]	[**]	Exclusive	[**]
AMSC-947	SUPERCONDUCTIVE COMPOUNDS HAVING HIGH TRANSITION TEMPERATURE, AND METHODS FOR THEIR USE AND	CA1341636 US8060169	Exclusive Period expires on Dec. 31, 2017; Option to extend	IBM

Annex 3
PaymentsUpfront License Payments:

[USD]	2016
AMSC License Upfront (Annex 1)	3,000,000.00 USD

Royalties:

Example for clarification purpose only:

If in the first full calendar year following the Effective Date, Net Sales are EUR [**], then the royalty owed will be calculated as follows:

EUR ≤ [**]	[**]% EUR [**]
EUR > [**] ≤ [**]	[**]% EUR [**]
EUR > [**]	[**]% EUR [**]
<hr/> Total	<hr/> EUR [**]

A-3

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

Confidential Treatment Requested by American Superconductor Corporation



March 4, 2016

BASF Corporation
100 Park Avenue
Florham Park, NJ 07932

Re: License and Sublicense Agreement, dated as of the Effective Date (as defined therein), by and between American Superconductor Corporation and BASF Corporation (the "License")

Ladies and Gentlemen:

This letter constitutes the "AMSC Disclosure Letter" referenced in Section 1.03 of the License, and is being furnished to you pursuant to Section 6.02 of the License. All capitalized terms used but not defined in this letter shall have the meanings given them in the License, unless otherwise provided.

The disclosures made in this letter, however identified, shall be deemed to qualify and be disclosed in connection with, and incorporated into, any of the representations and warranties of AMSC made in the License. While AMSC has made a good faith effort to arrange the disclosures contained in this letter to correspond to section numbers of the License, any information disclosed herein under any section number shall also be deemed to be disclosed and incorporated into any other section number under the License.

Nothing in this letter is intended to broaden the scope of any representation or warranty contained in the License or to create any covenant. Inclusion of any item in this letter (A) does not represent a determination that such item is material or establish a standard of materiality, (B) does not represent a determination that such item did not arise in the ordinary course of business, (C) does not represent a determination that the transactions contemplated by the License require the consent of third parties, and (D) shall not constitute, or be deemed to be, an admission to any third party concerning such item. This letter includes brief descriptions or summaries of certain agreements and instruments, copies of which are available upon reasonable request. Such descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the documents described, true and complete copies of which have been made available to BASF.

American Superconductor Corp.
64 Jackson Rd
Devens, MA 01434-4020
USA

ph +1 978 842 3000
fx +1 978 842 3024
www.amsc.com

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

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[remainder of page intentionally left blank]

-2-

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

Section 6.02(a)

Licensed Patents

AMSC does not own solely the Patents identified as co-owned in Annex 1.

AMSC has granted non-exclusive licenses to the U.S. Government under certain Patents, as indicated in Annex 1.

AMSC and Hercules Technology Growth Capital, Inc. are parties to that certain Loan and Security Agreement, dated June 5, 2012, as amended (the "Agreement"). Amounts outstanding under the Agreement are secured by substantially all of AMSC's existing and future assets including AMSC's intellectual property including the Licensed Patents.

Section 6.02(b)

Assets

None.

-4-

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

Section 6.02(c)

Absence of Claims

BASF has filed an Opposition before the European Patent Office in connection with AMSC's European Patent No. [**].

-5-

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

Section 6.02(d)

Non-Infringement

AMSC was approached by the [**] in the 2007 time frame regarding a potential license to an HTS wire patent (U.S. Patent Nos. [**] and[**]). There were very limited discussions in the 2007-2008 time frame, but no license agreement was entered into. AMSC has not been approached since those discussions ended.

From time to time, AMSC has received offers from Third Parties to license patent rights related to HTS Wire, and in certain cases, AMSC has entered into license agreements in which it has licensed in Third Party patent rights related to HTS Wire.

From time to time AMSC has received offers from Third Parties to license patent rights related to HTS Wire, which it has deemed to be not relevant and has declined the offers.

-6-

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

Section 6.02(e)

No Challenges to Validity or Enforceability

BASF has filed an Opposition before the European Patent Office in connection with AMSC's European Patent No. [**].

-7-

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

Section 6.02(f)

No Known Infringements by Third Parties

U.S. Patent No. 8,060,169 owned by IBM and exclusively licensed to AMSC (see Annex 2) will be infringed by any party making, using, offering to sell, selling, or importing HTS Wire in the United States. Without limiting the foregoing, AMSC has previously notified [**], [**] that it may be infringing on the IBM patent and/or other AMSC patents.

[**], a [**] company, is developing multilayered superconductor tapes prepared by means of chemical solution deposition, which may infringe one or more Patents.

[**], a [**] company, may be infringing U.S. Patent No. [**], which is a Sublicensed 2G Wire Patent listed in Annex 2.

-8-

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

Section 6.02(g)

Maintenance Fees

All maintenance and renewal fees due from now until the Effective Date are scheduled to be paid.

[remainder of page intentionally left blank; signature page follows]

-9-

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

Confidential Treatment Requested by American Superconductor Corporation

Please acknowledge your receipt and acceptance of this letter by executing a copy of this letter and returning such executed copy (which may be delivered by electronic means, such as email of .pdf or similar files, with the same effect as physical delivery of a manually signed original) to the undersigned.

Very truly yours,

AMERICAN SUPERCONDUCTOR CORPORATION

By: /s/ James F. Maguire —
Name: James F. Maguire
Title: EVP, Operations

RECEIVED AND ACCEPTED:

BASF CORPORATION

By: /s/ Manfredo Ruebens —
Name: Manfredo Ruebens
Title: EVP & CFO

[signature page to AMSC Disclosure Letter for License and Sublicense Agreement]

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

Joint Development Agreement

This Joint Development Agreement (“**Agreement**”), dated and effective as of March 4, 2016 (subject to the provisions of this Agreement, the “**Effective Date**”), is by and between BASF Corporation, having an office and place of business at 100 Park Avenue, Florham Park, New Jersey, 07932 (“**BASF**”) and AMERICAN SUPERCONDUCTOR CORPORATION, a Delaware corporation having an office and place of business at 64 Jackson Road, Devens, MA 01434 (“**AMSC**”). BASF and AMSC may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, AMSC has expertise in the field of high temperature superconductors (“**HTS**”), particularly in HTS wires;

WHEREAS, BASF has expertise in the chemical industry, including expertise in the field of solution deposition processes used for HTS wires; and

WHEREAS, the Parties wish to use their respective expertise to work together to develop high volume standard 2G HTS wire.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

For purposes of this Agreement, the following terms have the following meanings:

Section 1.01 “**Action**” has the meaning set forth in **Section 14.01**.

Section 1.02 “**Affiliate(s)**” means (i) any corporation, company, or entity which owns or controls directly or indirectly fifty percent (50%) or more of shares or stocks outstanding of a Party, (ii) any corporation, company, or entity of which fifty percent (50%) or more of shares or stocks outstanding are owned or controlled directly or indirectly by a Party, or (iii) any corporation, company, or entity which is under common control with the respective Party.

Section 1.03 “**Agreement**” has the meaning given it in the introductory paragraph.

Section 1.04 “**AMSC 2G Wire Patents**” means those patents and patent applications listed in Annex 1 of the License.

Section 1.05 “**AMSC Background IP**” means the AMSC 2G Wire Patents listed as Annex 1, and the Sublicensed 2G Wire Patents listed as Annex 2, of the License.

Section 1.06 “**AMSC Executive**” means any AMSC employee or any employee of an AMSC Affiliate who (i) has the authority to contractually bind AMSC, or its Affiliate, as the case may be, or (ii) participates regularly in business management and strategy decisions.

Section 1.07 “**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in either New York City, Boston, Massachusetts, or Frankfurt, Germany are authorized or required by Law to be closed for business.

Section 1.08 “**BASF Executive**” means any BASF employee or any employee of a BASF Affiliate who (i) has the authority to contractually bind BASF, or its Affiliate, as the case may be, or (ii) participates regularly in business management and strategy decisions.

Section 1.09 “**Commercially Reasonable Efforts**” means the carrying out of a Party’s obligations under this Agreement with the exercise of prudent scientific and business judgment and a level of effort and resources consistent with the efforts and resources that the Party who bears the performance obligation or a comparable third party would employ for products of similar strategic importance and commercial value that result from its own research efforts.

Section 1.10 “**Developed IP**” means all BASF and/or AMSC, as applicable, IP made, invented, developed, created, conceived or reduced to practice after the Effective Date and as a result of work conducted pursuant to this Agreement.

Section 1.11 “**Effective Date**” has the meaning set forth in the preamble.

Section 1.12 “**Force Majeure**” has the meaning set forth in **Section 18.01**.

Section 1.13 “**HTS Wire**” means an elongated product of one or several articles substantially containing a substrate, one or several buffer layers, one or

several [**], one or several metal layers and optionally one or several electrical insulating layers.

Section 1.14 “**IP**” means all patentable and unpatentable inventions, works of authorship or expression, including computer programs, data collections and databases, Trade Secrets, Know-How, Information and other intellectual property.

Section 1.15 “**Joint Development Project**” means the activities of the Parties according to the JDA Work Plan as in effect from time to time, that are designed to create the Solution Based HTS Wire Product consistent with the parameters set forth in **Schedule 1.10**.

Section 1.16 “**JDA Work Plan**” means the essential elements of the Parties’ collaboration designed to create the Solution Based HTS Wire Product, as set out in **Annex 1** of the Joint Development Project (**Schedule 1.10**), including the details concerning the scope of work, protocols, specifications, schedule of activities, timeline and milestones and participating personnel, payment and funding obligations and other Joint Development Project requirements, as such **Annex 1** may be amended from time to time pursuant to **Section 2.02**.

Section 1.17 “**Know-How**” means the proprietary information, knowledge and skill required to conduct, operate or utilize Solution Based HTS Wire, or either Party’s Information.

Section 1.18 “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

Section 1.19 “**License**” means the License and Sublicense Agreement, of even date herewith, by and between AMSC and BASF.

Section 1.20 “**Non-Solution Based HTS Wire**” means HTS Wire other than Solution Based HTS Wire.

Section 1.21 “**Participant Invention**” has the meaning set forth in **Section 5.02**.

Section 1.22 “**Participating Individual**” has the meaning set forth in **Section 5.02**.

Section 1.23 “**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

Section 1.24 “**Representative**” means a Party’s and its Affiliates’ employees, officers, directors, consultants and legal, technical and business advisors.

Section 1.25 “**Solution Based HTS Wire**” means HTS Wire having at least one buffer layer which is produced utilizing a chemical solution deposition (CSD) based process. For the avoidance of doubt, HTS wires having all buffer layers produced utilizing the vapor deposition processes will not be deemed Solution Based HTS Wire.

Section 1.26 “**Solution Based HTS Wire Product**” means Solution Based HTS Wire developed under this Agreement.

Section 1.27 “**Steering Committee**” has the meaning set forth in **Section 4.01**.

Section 1.28 “**Sublicensed 2G Wire Patents**” means those patents and patent applications listed in Annex 2 of this License.

Section 1.29 “**Trade Secret**” means any Information that: (a) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other Persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Section 1.30 “**Term**” has the meaning set forth in **Section 16.01**.

Section 1.31 “**Third Party**” means any person or entity, other than BASF and BASF’s Affiliates or AMSC and AMSC’s Affiliates.

ARTICLE II: JOINT DEVELOPMENT PROJECT

Section 2.01 Joint Development Project Activities. The Parties have entered into this Agreement to jointly and collaboratively enable the research and development of Solution Based HTS Wire Product utilizing each Party’s Background IP as set forth in this Agreement (including the JDA Work Plan).

Section 2.02 The Parties shall work together in accordance with the JDA Work Plan as it may be amended, in writing, by the Steering Committee from time to time.

Section 2.03 Each Party shall use Commercially Reasonable Efforts to:

- (i) perform its responsibilities in accordance with this Agreement (including the JDA Work Plan) and perform all of its JDA Work Plan requirements, including by meeting all of its JDA Work Plan timelines and milestones; and
- (ii) co-operate with and provide reasonable support to the other Party in connection with the other Party's performance of its obligations under this Agreement (including the JDA Work Plan).

Section 2.04 The Joint Development Project is a research project and successful completion of the research is not assured. As long as a Party uses its Commercially Reasonable Efforts to perform its obligations under this Agreement, including the JDA Work Plan, that Party shall not be in default under this Agreement for any failure to achieve any particular result or milestone. Notwithstanding the foregoing, and subject to the provisions of Article 16, the provisions of this **Section 2.04** shall not apply to BASF's payment obligations hereunder.

Section 2.05 Except as otherwise provided in this Agreement, during the Term neither Party shall enable any Third Party (except for such Party's Representatives and permitted sublicensees acting within the scope of their express authorization under this Agreement) to develop, manufacture or commercialize any product, method, process or service that is derived from, incorporates or otherwise uses any Developed IP without the other Party's prior written consent.

Section 2.06 No later than five (5) Business Days prior to end of a Joint Development Project quarter or prior to a scheduled Steering Committee meeting, whichever is earlier, the Parties shall jointly prepare a reasonably detailed written report to the Steering Committee describing the then-current status of all activities under the JDA Work Plan. The report shall include additions to Developed IP and identify any completed milestones set out in the JDA Work Plan and any milestones that a Party was unable to meet during that quarter.

Section 2.07 Upon successful development of a Solution Based HTS Wire Product under this Agreement, as mutually determined by the Parties, the Parties may enter into a supply agreement for supply by BASF to AMSC of Solution

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Based HTS Wire Product. The Parties will discuss the desirability (and, if it is deemed mutually desirable, terms and conditions) of such supply agreement in good faith once successful development of Solution Based HTS Wire Product is confirmed by the Parties.

ARTICLE III: AFFILIATES

Section 3.01 AMSC shall be and remain responsible to BASF for all acts and omissions of AMSC Affiliates and shall ensure that AMSC Affiliates comply with the terms and conditions of this Agreement.

Section 3.02 BASF shall be and remain responsible to AMSC for all acts and omissions of BASF Affiliates and shall ensure that BASF Affiliates comply with the terms and conditions of this Agreement.

ARTICLE IV: STEERING COMMITTEE

Section 4.01 The Parties shall, within one (1) month after the Effective Date, establish a management team for the Joint Development Project that shall include executives or managers of each Party (or its Affiliates) designated by that Party who have expertise and authority to address the Joint Development Project's research and development and IP matters ("**Steering Committee**"). The Steering Committee shall include up to two (2) members designated by each Party. In accordance with the provisions and objectives of this Agreement (including the JDA Work Plan), the Steering Committee shall:

(i) determine the development strategy for the Joint Development Project;

(ii) oversee, monitor execution, coordinate and manage the Parties' activities under the Joint Development Project;

(iii) monitor and manage resources and resource allocation of the Parties under the Joint Development Project;

(iv) ensure communication between the Parties concerning the status and results of the Joint Development Project;

(v) exercise decision-making authority over all Joint Development Project activities and make all such decisions and take all such other actions as are delegated to it in this Agreement;

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(vi) review and approve updates or amendments to the JDA Work Plan as the Steering Committee determines is appropriate for the Parties to achieve the Joint Development Project objectives; and

(vii) perform such other functions as are appropriate to further the purposes of this Agreement as mutually determined by the Parties.

Section 4.02 The Steering Committee shall meet as needed but not less than once each quarter during the Term. Steering Committee meetings shall be held at times and places or in such form, such as by telephone or video conference, as the Steering Committee determines, except that in-person meetings of the Steering Committee will alternate between the Parties' offices within the continental United States or at the offices of the German Affiliate of BASF and be held with all members in attendance at least twice per year, unless otherwise agreed in writing by the Parties. Any Steering Committee member may designate as a substitute a Representative of equivalent experience and seniority to attend and perform the functions of that Steering Committee member at any Steering Committee meeting on written notice to the other Party at least ten (10) Business Days before that Steering Committee meeting.

Section 4.03 Subject to **Section 5.02**, each Party may invite additional Representatives to attend Steering Committee meetings as observers or to make presentations in each case without any voting authority, on written notice to the other Party at least five (5) Business Days before the Steering Committee meeting that the Representative will attend.

Section 4.04 The Steering Committee shall appoint one of the Steering Committee members to act as the initial Steering Committee chairperson during such one year period as the Steering Committee shall designate. At the end of each such designated period during the Term, the Steering Committee shall appoint the chairperson for the next such defined period, such chairperson alternating between the Parties each year.

Section 4.05 The Steering Committee chairperson shall be responsible for:

as chairperson;

(i) calling and presiding over each Steering Committee meeting during his or her tenure

(ii) preparing and circulating the agenda for each such meeting; and

(iii) preparing draft minutes of each such meeting and providing a copy of the draft minutes to each Steering Committee member within ten (10) Business Days after each such meeting for approval, which shall be deemed to have been given unless a Steering Committee member objects within ten (10) Business Days after receipt of the draft minutes.

Section 4.06 Each Steering Committee member shall have one vote in any matter requiring the Steering Committee's action or approval. All Steering Committee decisions shall be unanimous and no Steering Committee vote may be taken unless all of the Steering Committee members, or their respective designated substitutes, are present. The Steering Committee shall make all decisions and take other actions in good faith, after consideration of the information that is reasonably available to it, with the intention that the resulting decision or action shall:

- and
- (i) not breach or conflict with any requirements or other provisions of this Agreement;
 - (ii) maintain or increase the likelihood that the Parties will achieve the purposes and goals of the Joint Development Project.

Section 4.07 If the Steering Committee cannot reach a unanimous decision at a regularly scheduled Steering Committee meeting or within ten (10) Business Days thereafter, the matter shall be referred to both the AMSC Executive and the BASF Executive for resolution.

Section 4.08 The Steering Committee has only the powers specifically delegated to it by this Agreement and has no authority to act on behalf of any Party in connection with any Third Party. Without limiting the foregoing, the Steering Committee has no authority to, and shall not purport to or attempt to:

- (i) negotiate agreements on behalf of any Party;
- (ii) make representations or warranties on behalf of any Party;
- (iii) waive rights of any Party;
- (iv) extend credit on behalf of any Party; or
- (v) take or grant licenses of, transfer ownership or otherwise encumber IP on behalf of any Party.

Section 4.09 The Steering Committee shall keep each Party fully informed of the status of the Joint Development Project, including by circulation of the minutes.

Section 4.10 Each Party shall bear all expenses of its respective Steering Committee members related to their participation on the Steering Committee and attendance at Steering Committee meetings.

ARTICLE V: CONDUCT OF THE JOINT DEVELOPMENT PROJECT

Section 5.01 Each Party shall further dedicate to the Joint Development Project appropriate time and involvement by its management, including regular participation in various meetings concerning the Joint Development Project, as resources as set forth in the JDA Work Plan.

Section 5.02 Each Party shall (a) use its Commercially Reasonable Efforts to ensure that all appropriate Representatives of a Party that work on the Joint Development Project attend any meeting concerning the Joint Development Project, including any Steering Committee meeting, and (b) ensure that each of such Party's Representatives who is involved in any Joint Development Project activities or is given access to any of the other Party's Confidential Information (a "**Participating Individual**"), has sufficient contractual obligations in place requiring such Participating Individual to:

(i) follow that Party's policies and procedures for reporting any inventions, discoveries or other IP invented, conceived, developed, derived, discovered, generated, identified or otherwise made by the Participating Individual in the course of his employment or retention by the Party or that arises from access to Confidential Information of either Party that relates to the Joint Development Project (each a "**Participant Invention**");

(ii) assign to his or her respective employer (or contracting or otherwise related Party, as applicable) all of his or her right, title and interest in and to such Participating Individual's Participant Inventions, including all IP rights relating thereto to the extent permitted by applicable Law;

(iii) cooperate in the preparation, filing, prosecution, maintenance, defense and enforcement of any patent or other rights in any of such Participating Individual's Participant Inventions;

(iv) perform all acts and sign, execute, acknowledge and deliver any and all papers, documents and instruments required to fulfill the obligations and purposes of that agreement; and

(v) be bound by appropriate obligations of confidentiality and limited use with respect to the other Party's Confidential Information.

It is understood and agreed that any agreement required by this **Section 5.02** does not need to be specific to this Agreement as long as the agreement provides for the binding obligations of the Participating Individuals as described in this **Section 5.02**.

Section 5.03 All day-to-day decisions concerning matters and functions allocated or delegated to a Party pursuant to the JDA Work Plan, unless expressly reserved in this Agreement, shall be deemed to be within the decision-making authority of that Party, subject to the terms and conditions of this Agreement.

ARTICLE VI: INFORMATION EXCHANGE

Section 6.01 During the Term, each Party shall provide to the other Party reasonable access to its Representatives, facilities, books and records, and such other Information and Know-How that the providing Party believes to be reasonably necessary or useful (i) to support the other Party's efforts to conduct its JDA Work Plan activities or (ii) for the other Party to otherwise meet its obligations under this Agreement, and any other Information and Know-How that the other Party reasonably requests for any of the purposes set forth in this **Section 6.01**.

Section 6.02 Subject to Section 6.04 below to the extent any Developed IP contains a Party's Information and/or Know-How, each Party may use Developed IP, including all tests, studies, data and reports conducted as part of or concerning the Joint Development Project, for any and all purposes not expressly prohibited by this Agreement.

Section 6.03 Neither Party is required to provide to the other Party, or any other Person, any Information, Know-How or materials that are not reasonably necessary for the other Party to (i) conduct such other Party's JDA Work Plan activities or (ii) otherwise meet such other Party's obligations under this Agreement.

Section 6.04 Neither Party may use the other Party's Information, Know-How or materials for any purpose other than solely to conduct such other Party's JDA Work Plan activities or otherwise perform its obligations under the JDA Work Plan in compliance with all applicable Laws. Neither Party may sell, transfer, disclose or otherwise provide access to the providing Party's Information, Know-How or materials to any Third Party (except for the receiving Party's Representatives involved in the Joint Development Project activities who have a need to know in connection with the same and are bound by appropriate obligations of confidentiality and limited use), without the prior express written consent of the providing Party.

Section 6.05 On expiration or termination of this Agreement, the receiving Party shall, as directed by the providing Party (i) return to the providing Party the providing Party's Information and Know-How, or (ii) otherwise dispose of such Information and Know-How (and certify such disposition in writing to the providing Party). Notwithstanding the foregoing, (a) the receiving Party shall not be required to destroy electronically stored Information or Know-How of the other Party from incidental, temporary or regularly and securely maintained backup storage locations (such as temporary Internet file locations, registry files, or backup tapes or other backup storage devices or facilities) or reformat or destroy any permanent storage media (such as computer hard drives), and (b) the receiving Party may retain, in its confidential files and on a secure, limited access basis, a single copy of the other Party's Information and Know-How solely for regulatory, compliance or legal purposes or pursuant to generally applicable, bona fide internal recordkeeping policies.

Section 6.06 Any materials provided to a receiving Party are provided "as is" without any warranties, express or implied.

Section 6.07 All right, title and interest in and to any Information, Know-How or materials a providing Party provides to the receiving Party, including any replication, copy, derivative or progeny thereof, including all IP rights relating to any of the foregoing, shall be, and remain, vested in the providing Party.

ARTICLE VII: COST ALLOCATION AND BASF PAYMENT SCHEDULE & RELATED MATTERS

Section 7.01 BASF Payment Schedule & Related Matters.

i. In connection with this Agreement, BASF shall make payments to AMSC in the aggregate amount of seven million U.S. dollars (\$7,000,000.00 USD) in annual installments as follows:

\$2,000,000.00 in 2016

\$2,000,000.00 in 2017

\$2,000,000.00 in 2018

\$1,000,000.00 in 2019

These payments are to cover anticipated work to be performed during the periods noted and will be due in advance on an annual basis. The installment for 2016 shall be paid within ten (10) days after execution of this Agreement by each of the Parties (and, for the avoidance of doubt, this Agreement shall not have any force or effect, and the Effective Date shall not occur,

until (i) this Agreement is duly executed and delivered by each of the Parties and (ii) AMSC has received the above \$2,000,000 installment for 2016), and the installments for years 2017 through 2019 shall be due no later than January 31st of such year. In the event of termination of this Agreement by BASF pursuant to **Section 16.02(ii)**, BASF's obligation to pay any amounts not yet paid under this Agreement shall terminate immediately upon effectiveness of such termination of this Agreement (but, for the avoidance of doubt and as contemplated by **Section 16.04**, BASF shall have no right to receive any return or refund of any amounts paid hereunder prior to effectiveness of such termination). In the event of termination of this Agreement by either Party pursuant to **Section 16.02(i)** or by BASF pursuant to **Section 16.03**, all installments shall be deemed owed to AMSC and payable immediately upon termination, regardless of the date of termination, provided however, that in the event either Party terminates this Agreement pursuant to **Section 16.02(i)** or BASF terminates pursuant to **Section 16.03** on or before August 31, 2018, the final installment of one million U.S. dollars (\$1,000,000.00 USD) shall not be deemed owed to AMSC. All payments to AMSC pursuant to this Agreement shall be made in U.S. Dollars by wire transfer of immediately available funds to an account specified to BASF in writing reasonably in advance.

ii. Except as otherwise expressly provided in this Agreement, including the JDA Work Plan, each Party is responsible for all of its own costs and expenses in performing its obligations under this Agreement and neither Party is obligated to reimburse the other Party for any costs or expenses a Party incurs in performing its obligations under this Agreement.

ARTICLE VIII: AMSC BACKGROUND IP

Section 8.01 No Further Rights. BASF shall not have any further right to the AMSC Background IP other than as set forth in the License.

Section 8.02 New IP. In the event that, during the Term, any IP owned or controlled by AMSC, not listed as part of the AMSC Background IP, is deemed reasonably necessary to carry out the activities of the Joint Development Project, AMSC shall grant BASF a worldwide, non-exclusive license to such IP for the sole purpose of performing activities of the Joint Development Project.

ARTICLE IX: DEVELOPED IP

Section 9.01 Invention Disclosure and Record-keeping.

i. Each Party shall disclose to the other Party all Developed IP, including copies of all invention disclosures and other similar documents created in the normal course of its business that disclose any conception or reduction to practice of any IP constituting Developed IP.

ii. In the event a Party has a requirement for public disclosure or a requirement for submission to a government agency, the Party shall make all such disclosures to the other Party at least twenty (20) Business Days before (i) the public disclosure of such IP or (ii) the required submission to a government agency.

iii. Each Party shall maintain contemporaneous, complete and accurate written records of its Representatives' activities concerning Developed IP that provide proof of the conception date and reduction to practice date of any Developed IP for which the Party's Representative claims inventorship status.

Section 9.02 Ownership of Developed IP.

i. Regardless of inventorship, as between the Parties, BASF shall own all right, title and interest in and to Developed IP (subject to **Section 9.03**).

ii. AMSC shall assign, and hereby does assign, to BASF all of its right, title and interest in and to Developed IP. AMSC shall perform all acts and sign, execute, acknowledge and deliver any and all papers, documents and instruments required to fulfill the obligations and purposes of such assignment, in each case at BASF's cost and expense (if any).

iii. Except as otherwise expressly provided in this Agreement, under no circumstances shall a Party, as a result of this Agreement, obtain any ownership interest or other right, title or interest in or to any other IP or Confidential Information of the other Party, whether by implication, estoppel or otherwise, including any items controlled or developed by the other Party, or delivered by the other Party, at any time pursuant to this Agreement.

Section 9.03 Developed IP License. BASF shall grant, and hereby grants, to AMSC an irrevocable, fully paid, non-exclusive, royalty free, transferable (to the same extent as this Agreement may be assigned by AMSC in accordance with **Section 18.10**), world-wide license to the Developed IP, for all purposes, with the right to sublicense to AMSC's Affiliates. BASF shall further grant, and hereby grants, to AMSC, a limited, revocable right to AMSC to sublicense Developed IP to AMSC's Representatives solely to the extent necessary for such AMSC Representatives to perform activities for AMSC under the Joint Development Project. For the avoidance of doubt, such limited right shall terminate immediately upon the earlier of (i) the end of the AMSC Representative's involvement in the Joint Development Project or (ii) termination or expiration of this Agreement. Neither Party shall be entitled to license, or sublicense as the case may be, any Developed IP to any Third Party (other than under the implied license doctrine associated with sale of product) without the other Party's prior written consent, except, solely for purposes of conducting Joint Development Project activities and otherwise performing the Party's obligations hereunder, to the Party's Representatives involved in the Joint

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Development Project activities and having a need to know in connection with the same. For the avoidance of doubt, other than the restrictions set forth with respect to Third Parties, nothing herein shall limit BASF's ability to use and/or commercialize the Developed IP in its sole discretion. For the further avoidance of doubt, BASF's ability to use and/or commercialize the Developed IP in its sole discretion shall not include the right to use any AMSC owned or licensed patents other than those included in the definition of AMSC Background IP.

ARTICLE X: CONFIDENTIALITY

Section 10.01 The Parties acknowledge and agree that all Confidential Information exchanged by the Parties in connection with this Agreement shall be maintained pursuant to the provisions of Section 9.13 of the License, which shall be deemed incorporated herein by reference as if fully set forth herein, *mutatis mutandis*. In the event that transfer of certain materials require additional confidentiality agreements, the Parties shall discuss additional agreements at that time.

ARTICLE XI: PUBLICATION

Section 11.01 Publication Approval. The Steering Committee shall determine the strategy for, and coordinate, the publication and presentation of any results or other data generated by the Joint Development Project pursuant to this Agreement. A Party shall not publish any Information or Know-How concerning any aspect of the Joint Development Project without the approval of the Steering Committee.

Section 11.02 Attribution. The publishing Party shall ensure that any manuscript or presentation incorporating any Information or Know-How, as permitted to be published, concerning any aspect of the Joint Development Project includes recognition of the contributions of the non-publishing Party according to standard practice for assigning scientific credit, either through authorship or acknowledgement, as may be appropriate.

ARTICLE XII: MUTUAL REPRESENTATIONS AND WARRANTIES

Section 12.01 Each Party represents and warrants to the other Party, as of the Effective Date, that:

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- i. it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
- ii. (i) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder, and (ii) the execution of this Agreement by a Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party;
- iii. when executed and delivered by the Party, this Agreement shall constitute the legal, valid and binding obligation of that Party, enforceable against that Party in accordance with its terms, subject to bankruptcy, reorganization, insolvency and other similar laws affecting the enforcement of creditors' rights in general and to general principles of equity (regardless of whether considered in a proceeding in equity or an action at law); and
- iv. it is under no material obligation to any Third Party that would materially interfere with its representations, warranties or obligations under this Agreement.

ARTICLE XIII: WARRANTY DISCLAIMER

Section 13.01 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAFETY, ABSENCE OF ERRORS, ACCURACY, COMPLETENESS OF RESULTS, THE PROSPECTS OR LIKELIHOOD OF SUCCESS (FINANCIAL OR OTHERWISE) OF THE JOINT DEVELOPMENT PROJECT OR THE VALIDITY, SCOPE OR NON-INFRINGEMENT OF ANY IP, TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE, OR THAT WITH RESPECT TO ANY SOFTWARE, THAT IT WILL BE SECURE, UNINTERRUPTED, ERROR-FREE OR SUITABLE FOR THE PARTICULAR NEEDS OF A PARTY OR ANY INTENDED USER OR THIRD PARTY.

ARTICLE XIV: INDEMNIFICATION

Section 14.01 Indemnification Obligations. Each Party shall indemnify, defend and hold harmless the other Party, its Affiliates and its and their respective officers, directors, employees, agents, successors and assigns against all Losses arising out of or resulting from any third party claim, suit, action or proceeding

related to or arising out of or resulting from the other Party's breach of any representation, warranty, covenant or obligation under this Agreement (each an "Action").

Section 14.02 Indemnification Procedure. The indemnitee shall promptly notify indemnitor in writing of any Action and cooperate with the indemnitor at the indemnitor's sole cost and expense. The indemnitor shall take control of the defense and investigation of the Action and shall employ counsel of its choice to handle and defend the Action, at the indemnitor's sole cost and expense. The indemnitor shall not settle any Action in a manner that adversely affects the indemnitee's rights without the indemnitee's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The indemnitee's failure to perform any obligations under this **Section 14.02** shall not relieve the indemnitor of its obligation under this **Article XIV** except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of the failure. The indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

ARTICLE XV: EXCLUSION OF DAMAGES

Section 15.01 TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR BREACHES OF CONFIDENTIALITY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER ARISING UNDER OR IN RELATION TO THIS AGREEMENT OR ANY OF THE SERVICES PROVIDED HEREUNDER WILL BE LIMITED TO RE-PERFORMANCE (OR PERFORMANCE) OF THE

APPLICABLE SERVICE; PROVIDED THAT THE PROVISIONS OF THIS SENTENCE SHALL NOT APPLY TO BASF'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 15.01 SHALL NOT APPLY TO EITHER PARTY'S LIABILITY, IF ANY, FOR CONTRIBUTION OR INDEMNITY WITH RESPECT TO LIABILITY TO THIRD PARTIES FOR PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY (WHETHER AS A RESULT OF THE PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OR OTHERWISE).

ARTICLE XVI: TERM AND TERMINATION

Section 16.01 Term. This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with **Section 16.02**, shall remain in force for a period of three (3) years thereafter ("**Term**"). The Term may be extended for an additional one (1) year period upon mutual written agreement of the Parties.

Section 16.02 Termination for Cause.

(i) Either Party may terminate this Agreement if the other Party materially breaches this Agreement) and (if such breach is curable) fails to cure such breach within forty-five (45) Business Days (or, if such breach is a breach of an obligation to pay money, within thirty (30) calendar days) of being notified in writing (which identifies such breach in reasonable detail) to do so; provided, however, that, with respect to any such breach that is not a breach of an obligation to pay money, such forty-five (45) Business Day period shall be extended an additional twenty (20) Business Days if the breaching Party has begun good faith efforts to remedy such breach within the initial forty-five (45) Business Day period, remains diligent in attempting to remedy the breach, and such breach is capable of being remedied in such additional period of time.

(ii) BASF may terminate this Agreement if:

- (A) AMSC breaches its resource commitments under Section II (Resources) of the JDA Workplan, and AMSC fails to cure such breach within twenty (20) Business Days after being notified in writing (which identifies such breach in reasonable detail) to do so; or
- (B) immediately upon the institution by or against AMSC of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of AMSC's debts; upon AMSC making an assignment for the benefit of creditors; or upon AMSC's dissolution or ceasing to do business.

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The non-breaching Party shall provide written notice of its termination of this Agreement to the breaching Party and termination shall be effective as of the effective date of the notice in accordance with the terms of **Section 18.05**.

Section 16.03
written notice to AMSC.

BASF may terminate this Agreement without cause upon thirty (30) days

Section 16.04

Effect of Termination.

i. Expiration or termination of this Agreement shall not relieve the Parties of any obligations accruing prior to the effective date of expiration or termination. With respect to the payment obligations set forth in **Section 7.01**, such payment obligations of BASF shall be deemed accrued prior to the effective date of expiration or termination except as expressly set forth in **Section 7.01**.

For the avoidance of doubt, in the event of termination by either Party under **Section 16.02(i)** or by BASF under **Section 16.03** prior to August 31, 2018, BASF shall owe all payment installments payable up through 2018. In the event of termination by either Party under **Section 16.02(i)** or by BASF under **Section 16.03** on or after August 31, 2018, BASF shall owe all payment installments payable up through 2019. In the event of termination by BASF under **Section 16.02(ii)(A) or (B)**, BASF shall not be responsible to AMSC for any payment installments not yet accrued.

Any expiration or termination of this Agreement shall not preclude either Party from pursuing all rights and remedies it may have hereunder at Law or in equity with respect to any breach of this Agreement nor prejudice either Party's right to obtain performance of any obligation. On any expiration or termination of this Agreement, each Party shall immediately cease all activities concerning the Joint Development Project; and pay to the other Party all sums due under the Agreement.

ii. For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, any and all amounts received by AMSC pursuant to Section 7.01 or any other provision of this Agreement prior to any expiration or termination of this Agreement, or payable by BASF upon expiration or termination of this Agreement, shall be retained by AMSC and shall not be subject to any return or refund to BASF, in whole or in part, for any reason.

Section 16.05 Survival. The following shall survive any termination or expiration of this Agreement: Article 1 (Definitions); Article 3 (Affiliates); Article 6 (Information Exchange); Article 7 (Cost Allocation/Payment Schedule); Article 9 (Developed IP); Article 10 (Confidentiality); Article 13 (Warranty/Disclaimer); Article 14 (Indemnification); Article 15 (Exclusion of Damages); Section 16.04 (Effect of Termination); Section 16.05 (Survival); Article 17 (Governing

Law/Arbitration); Section 18.03 (Independent Contractors); Section 18.04 (Public Statements/Trademarks); Section 18.05 (Notices); Section 18.06 (Interpretation); Section 18.07 (Privileged Communications); Section 18.08 (Headings); Section 18.09 (Entire Agreement); Section 18.11 (No Third-Party Beneficiaries); Section 18.13 (Severability); and Section 18.14 (Counterparts).

ARTICLE XVII: GOVERNING LAW/ARBITRATION

Section 17.01 The agreement will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any conflicts or choice of laws provision or rule that would result in the application of laws of any other jurisdiction.

Section 17.02 Any dispute, difference, controversy, or claim of any kind whatsoever that arises or occurs between or among BASF and AMSC in relation to any matter arising under, out of, or in connection with this Agreement shall be exclusively and finally settled by arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Rules, as in effect on the date of this Agreement, by a panel of three arbitrators appointed in accordance with such rules. The language of the arbitration shall be English and the place of arbitration shall be New York City, New York. No Party shall seek and the arbitrators shall not be entitled to order more than five depositions per Party, unless the Parties agree in writing otherwise. The award of decision of the arbitrators shall be final, binding upon the Parties and non-appealable. Any award rendered may be confirmed, judgment upon any award rendered may be entered, and such award of the judgment thereon may be enforced in any court of any state or country having the jurisdiction over the parties and/or their assets to the extent permitted by the United Nations Convention of Recognition and Enforcement of Foreign Arbitral Awards (1958)).

ARTICLE XVIII: MISCELLANEOUS

Section 18.01 Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any of its obligations (other than any obligation to pay money) under this Agreement, when and to the extent such failure or delay is caused by: acts of God; flood, fire or explosion; war, terrorism, invasion, riot or other civil unrest; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; any passage of law or governmental order, rule, regulation or direction, or any action taken by a

governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a “**Force Majeure**”), in each case, provided that (a) such event is outside the reasonable control of the affected Party; (b) the affected Party provides prompt notice to the other Party, stating the period of time the occurrence is expected to continue; and (c) the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure event. A Party may terminate this Agreement, by not less than thirty (30) days’ prior written notice to the other Party, if a Force Majeure event affecting the other Party continues substantially uninterrupted for a period of one hundred and ninety (90) days or more, and, notwithstanding anything to the contrary in this Agreement (but subject to the provisions of Section 16.04 which shall prevail and be controlling), in the event either Party terminates this Agreement pursuant to this **Section 18.01**, all payment and performance obligations of either Party due hereunder shall immediately terminate upon effectiveness of such termination of this Agreement. Unless the Party terminates this Agreement pursuant to the preceding sentence, all timelines in the JDA Work Plan shall automatically be extended for a period up to the duration of the Force Majeure event.

Section 18.02 Further Assurances. Each Party shall, upon the reasonable request, and at the sole cost and expense, of the other Party, execute such documents and perform such acts as may be reasonably necessary to give full effect to the terms of this Agreement.

Section 18.03 Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Section 18.04 No Public Statements or Use of Trademarks. Neither Party shall, unless expressly permitted under this Agreement, use the other Party’s trademarks, service marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may issue any press release or public announcement if and to the extent (but only to the extent) doing so would be permitted by the provisions of Section 9.13(e) of the License, which shall be deemed incorporated herein by reference as if fully set forth herein, *mutatis mutandis*.

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Section 18.05 Notices. All notices, requests and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address set forth below or to such other address as a Party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by a nationally recognized overnight courier service providing a receipt for delivery, freight prepaid, specifying next business day delivery, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid. The addresses and other contact information for the Parties are as follows:

If to BASF: BASF Corporation
 Attn.: NOL-P, VP
 100 Park Ave.
 Florham Park, New Jersey 07932
 Phone (for courier deliveries): 973.245.6030

With a copy to:

BASF New Business GmbH
Attn: Dr. Frank Prechtl
LU-BENCKISERPLATZ BE 1 - 117
Ludwigshafen, Germany
Phone (for courier deliveries): +49 621 60-76339

If to AMSC: American Superconductor Corporation
 64 Jackson Road
 Devens, MA 01434
 Attn: General Counsel
 Phone (for courier deliveries): (978) 842-3000

All notices, requests and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party set forth above, (ii) if sent by a nationally recognized overnight courier service providing a receipt for delivery, freight prepaid, specifying next business day delivery, then on the next Business Day such overnight courier service regularly makes deliveries to the addressee's geographic area, or (iii) if sent by registered or certified mail, on the fifth (5th) Business Day following the day such mailing is made.

Section 18.06 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the

words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Schedules refer to the Sections of and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. Any Schedules (and Annexes thereto, including the JDA Work Plan) referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 18.07 Privileged Communications. It is expected that, in furtherance of this Agreement, the Parties will, from time to time, disclose to one another privileged communications with counsel, including opinions, memoranda, letters and other written, electronic and verbal communications. Such disclosures are made with the understanding that they shall remain confidential and that they are made in connection with the shared community of legal interests existing between the Parties, including the community of legal interests in avoiding infringement of any valid, enforceable Third Party patents and in obtaining patent protection for Developed IP.

Section 18.08 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18.09 Entire Agreement. This Agreement, together with all Schedules (and Annexes thereto, including the JDA Work Plan) and any other documents incorporated herein by reference or otherwise referred to herein, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions contained in the body of this Agreement and those of any Schedule or other document, the following order of precedence shall govern: (a) first, this Agreement, excluding its Schedules; (b) second, the Schedules to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference or otherwise referred to herein; provided, however, that, in the event of any conflict between the terms and provisions

of this Agreement and the terms and provisions of the License, this Agreement and the License shall be considered to be of equal precedence and the parties shall use their respective Commercially Reasonable Efforts to reconcile such conflicting terms and provisions through amicable negotiations. In the event of any conflict between the terms and provisions of this Agreement and those of any other agreement entered into with a Third Party, AMSC and BASF, as between AMSC and BASF, this Agreement shall govern.

Section 18.10 Assignment. Neither Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that either Party may assign this Agreement, without the other Party's consent, to (i) any Affiliate; or (ii) in the event of a merger, acquisition, sale or other transfer, in each case to a Third Party, of all or substantially all of the equity ownership of the assigning Party or all or substantially all assets of the assigning Party's business to which this Agreement pertains, to the Third Party transferee in such transaction. No delegation or other transfer effected in compliance with this Agreement will relieve the other Party of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this **Section 18.10** is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns. To the extent BASF assigns this Agreement to an Affiliate, BASF guarantees the payment and performance by such Affiliate of BASF's obligations under this Agreement in accordance with the terms and conditions hereof.

Section 18.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 18.12 Amendment; Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right,

remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 18.13 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, 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 transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 18.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

BASF Corporation

By /s/ Manfredo Ruebens

Name: Manfredo Ruebens

Title: EVP & CFO

AMERICAN SUPERCONDUCTOR CORPORATION

By /s/ James F. Maguire

Name: James F. Maguire

Title: Executive Vice President,
Operations

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

SCHEDULE 1.10
JOINT DEVELOPMENT PROJECT

1. Midterm Target Price
 - a. Below [**] EUR per Kilo-Ampere-Meter
2. A specification will be established with the following standard characteristics
 - a. Standard amperage (Amp) per Centimeter (cm)
 - i. [**] Amp per cm widths ([**] Amp for 4 mm width)
 - ii. Assuming using industry standard (10 micro volt/cm)
 - b. Piece Lengths
 - i. Industry Standard (TBD)
 - c. Critical Current Range
 - i. Minimal Only for non-FCL
 - ii. +/- % for FCL wire applications (TBD)
 - d. [**] Substrate
 - e. Magnetic Field
 - i. [**] Amp per cm widths at [**] Tesla and [**] Kelvin?

SCHEDULE 1.10

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SCHEDULE 1.10: ANNEX 1

JDA Work Plan

I. Area of Cooperation

Area of Cooperation a)	Prioc)	Examples	Cooperation Mode
1. Wire			
Substrate b)	4	<ul style="list-style-type: none"> · [**] of the [**] substrate · Testing of [**] substrate at [**] · [**] interest in [**] substrate · [**] of [**] substrate excluded from JDA 	<ul style="list-style-type: none"> Consultancy Production trial
Buffer-Layer [**]	1	<ul style="list-style-type: none"> · [**] · [**] technology · [**] processing · Process control ([**], [**], [**]) · Process stability (e.g. [**]) · Yield optimization 	<ul style="list-style-type: none"> Consultancy and Co-development on [**] using [**]d) on [**]
[**]-Layer		<ul style="list-style-type: none"> · [**] process · [**] interest in [**] [**] layer 	<ul style="list-style-type: none"> [**] trial using [**] on [**]
Lamination	3	<ul style="list-style-type: none"> · Lamination process ([**], [**] [**]) 	<ul style="list-style-type: none"> Consultancy and [**] trials using [**] on [**]
Insulation			
2. Analytics/Quality Control	2	<ul style="list-style-type: none"> · QC-protocol · Analytic equipment · Mechanical measurements at [**] measurement · Wire performance [**] for different [**] (w/o [**]) · Wire testing protocol for [**] 	<ul style="list-style-type: none"> Consultancy [**] sample measurements of [**] wire at [**]
3. [**] Process		<ul style="list-style-type: none"> · [**] technology 	<ul style="list-style-type: none"> [**] trial using [**] on [**]
4. [**]		<ul style="list-style-type: none"> · [**] 	<ul style="list-style-type: none"> Consultancy [**] trials using [**] on [**]
5. [**]		Excluded from JDA cooperation by AMSC	

a) Sample exchange is only possible on [**] – [**] mm web

b) Cooperation on [**] is depending on the legal obligations with third parties of BASF and AMSC.

c) From [**] perspective

d) [**] means wire from previous production stage

SCHEDULE 1.10

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

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Exclusions:

- [**] of [**] substrate and [**] technology for [**] layer excluded by [**]
- [**] for HTS applications are excluded by [**] (e.g. [**] for [**])

II. Resources

AMSC will provide up to [**] FTE per annum of their senior researchers. For the avoidance of doubt, in no event shall the number of FTE provided per annum be zero.

AMSC will provide access to specific equipment for production trials and in particular co-development (e.g. [**] equipment, analytic equipment, and testing equipment) provided that this specific equipment is Operational and that the Joint Development Project requirements for use of any specific equipment do not exceed [**]% of such equipment's capacity per annum. AMSC will carry out the work contingent that this work will not lead to potential cross contamination of AMSC material or equipment. As used herein, "Operational" shall mean capable of performing functionally as intended without any manual interference. For the avoidance of doubt, Operational shall not include manual shut-offs or disabling of equipment.

AMSC will provide samples of [**].

BASF will provide up to [**] FTE per annum of their senior researchers. For the avoidance of doubt, in no event shall the number of FTE provided per annum be zero.

BASF will provide samples (short and long length), e.g. [**] substrate, buffer coated substrate, various technical HTS wire samples.

BASF will provide capacity on specific equipment for production trials (e.g. [**], [**] layer), provided that such equipment is Operational at the time of production trials.

III. Way of Cooperation

The cooperation and communication exchange will be ensured by

- Reciprocate visits at the sites in Devens (USA) or Rheinbach (Germany)
- Conference calls (estimated biweekly)
- Access/Insights to the production and lab equipment, exempt excluded the areas of cooperation (see I.)
- Timely exchange of samples

Project Phase	Date	Task
Start of the agreement	Jan 2016	
Investigation Phase	Jan 2016 – June 2016	Detailing of work plan and schedule
Development Phase	June 2016 – December 2017	Project work according to plan and milestones
Implementation Phase	January 2018 – Dec 2018	Transfer to production line

SCHEDULE 1.10

Confidential Portions of this Exhibit marked as [**] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

Subsidiaries

AMSC Australia Pty Ltd – incorporated in Australia

AMSC India Private Limited – incorporated in India

AMSC Austria GmbH – incorporated in Austria

AMSC United Kingdom Limited – incorporated in the United Kingdom

ASC Devens LLC – formed in Delaware

ASC Securities Corp. – incorporated in Massachusetts

Superconductivity, Inc. – incorporated in Delaware

Suzhou AMSC Super Conductor Co., Ltd. – incorporated in China

American Superconductor Europe LLC – formed in Delaware

American Superconductor Europe GmbH – established in Germany

American Superconductor Korea Co., Ltd. – incorporated in South Korea

American Superconductor Europe C.V. – incorporated in the Netherlands

American Superconductor Romania S.R.L. – incorporated in Romania

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statements on Form S-3 (No. 333-191153 and 333-198851) and Form S-8 (No. 333-37163, 333-39653, 333-58016, 333-71539, 333-111477, 333-119125, 333-119126, 333-145685, 333-170286, 333-183075, and 333-197971) of American Superconductor Corporation and its subsidiaries (the "Company") of our report dated May 31, 2016, relating to our audits of the consolidated financial statements and the financial statement schedule as of March 31, 2016 and 2015 and for the three years ended March 31, 2016, and the effectiveness of the Company's internal control over financial reporting as of March 31, 2016, which appears in the Annual Report on Form 10-K of American Superconductor Corporation for the year ended March 31, 2016.

/s/ RSM US LLP
Boston, Massachusetts
May 31, 2016

