EXHIBIT 2

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

ANDREA ROSSI, et al.,

Plaintiffs,

v.

THOMAS DARDEN, et al.,

Defendants.

No. 16-cv-21199-CMA (JJO)

DECLARATION OF THOMAS F. DARDEN

I, Thomas F. Darden, in accordance with 28 U.S.C. § 1746, declare as follows:

1. I am the president of Industrial Heat, LLC ("Industrial Heat"). I am also the director of IPH, B.V. Holdings Ltd., a holding company based in the United Kingdom. This company is the director of IPH International, B.V. ("IPH").

2. Pursuant to the License Agreement signed by Leonardo Corporation ("Leonardo") and Industrial Heat on October 26, 2012, the Validation Test (described in Section 4 of the License Agreement) was scheduled to take place in Ferrara, Italy on April 30, 2013.

3. The parties agreed that approximately 54 reactors would be tested in Ferrara.

4. On April 23, 2013, one week before the test was scheduled to commence, Andrea Rossi ("Rossi") emailed both John T. Vaughn (Vice President of Industrial Heat) and myself. Rossi told us in the email that he had met with officials from the Health Office in Ferrara, Italy. He informed us that the Validation Test as proposed could not proceed without receiving "authorization" from the local government, which could take at least 6 months. Lastly, Rossi indicated he could complete the test by testing fewer units.

5. I responded to Rossi by email the following day, April 24, 2013. I expressed my concerns to him regarding this proposed change to the testing parameters, specifically informing him that Industrial Heat had made representations to its investors and others regarding the test that it would now have to retract

6 Rossi continued to represent that the Validation Test as agreed could not comply with Italian Law. In fact, he responded to my email and told me that I should tell my investors "the truth: to put in operation a plant we need an authorization." Based on these representations that the test could not go forward without authorization from the local Italian government, Industrial Heat agreed that only 30 units would be tested.

7. Based upon Rossi's representations, on April 29, 2013 Industrial Heat and Leonardo executed the First Amendment to the License Agreement which, among other things, changed the number of units being tested to 30. Rossi confirmed to myself and the other representatives of Industrial Heat that testing 30 units would be fully in compliance with the Italian law and would not require authorization.

8. The First Amendment also allowed Industrial Heat to assign its rights under the License Agreement to IPH. Neither Industrial Heat nor IPH ever consented to any assignment by Leonardo Corporation of New Hampshire of its rights under the License Agreement or First Amendment to Leonardo Corporation of Florida

9. After the First Amendment was executed, but prior to the commencement of the Validation Test, Rossi told myself and other representatives of Industrial Heat that the Italian law was even more restrictive and now he could only run the Validation Test with 18 e-cat reactors.

10. Again relying on his representations, and considering that the test was scheduled to begin in less than a day, Industrial Heat had no choice but to allow Rossi to test 18 units.

11. Between the time the License Agreement was signed and the filing of this lawsuit, Rossi made public disclosures on his website, the Journal of Nuclear Physics, revealing specific terms of the License Agreement. These disclosures were made without written advance approval from either Industrial Heat or IPH.

12. Additionally, on or about September 1, 2013, Industrial Heat entered into an agreement with United States Quantum Leap, LLC ("USQL") and Fulvio Fabiani ("Fabiani"), whereby USQL and Fabiani were to provide services to Industrial Heat related to the manufacture and development of products relating to the E-Cat IP. The agreement with USQL was renewed and extended in August, 2014 and again in July of 2015. The agreement was terminated on March 31, 2016.

13. Industrial Heat entered into a Term Sheet, by which it agreed to move the 1 MW Plant from North Carolina to Florida, with Leonardo and J.M. Products, Inc. ("J.M. Products") on August 13, 2014. Prior to executing the Term Sheet, Rossi, Leonardo, J.M. Products, and the president of J.M. Products Henry Johnson ("Johnson") represented to myself and other representatives from Industrial Heat that J.M. Products was affiliated with Johnson Matthey, plc ("Johnson Matthey"), a well known United Kingdom specialty chemicals and precious metals company named. Rossi, Leonardo, Johnson, and J.M. Products also represented that Johnson Matthey had a need for, and was going to use, the steam that Leonardo could produce from the 1 MW Plant in a chemical manufacturing process.

14. Industrial Heat relied on these representations in executing the Term Sheet and allowing the 1 MW Plant to be moved to Florida. Representatives of Industrial Heat, including myself, would never have allowed the Plant to be moved to Florida if we had known that J.M.

Products had no affiliation with Johnson Matthey and no real manufacturing process to operate in Florida.

15. The Six-Cylinder Unit described in the Proposed Second Amendment to the License Agreement remains in North Carolina and was never sent to Florida.

16. Industrial Heat and IP were never able to replicate the results Rossi claimed using the E-Cat IP. Thus, neither Industrial Heat nor IPH ever sub-licensed the E-Cat IP for profit, nor did they ever create a product or service that could be sold based on the E-Cat IP.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 21st day of March, 2017.

Thomas F. Darden