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

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): February 24, 2026**

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**Plug Power Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware  
(State or other jurisdiction  
of incorporation)**

**1-34392  
(Commission File  
Number)**

**22-3672377  
(IRS Employer  
Identification No.)**

**125 Vista Boulevard,  
Slingerlands, New York  
(Address of principal executive offices)**

**12159  
(Zip Code)**

**(518) 782-7700**

**Registrant's telephone number, including area code:**

N/A

**(Former name or former address, if changed since last report.)**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to 12(b) of the Act:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
<b>Common Stock, par value \$0.01 per share</b>	<b>PLUG</b>	<b>The Nasdaq Capital Market</b>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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### Item 1.01 Entry Into a Material Definitive Agreement.

On February 24, 2026, Plug Power Inc., a Delaware corporation, and its wholly owned subsidiary, Plug Project Holding Co., LLC, a Delaware limited liability company (together with Plug Power Inc., the “Company”), entered into a Purchase and Sale Agreement and Joint Escrow Instructions (the “Agreement”) with Stream US Data Centers, LLC, a Texas limited liability company (“Purchaser”), pursuant to which the Company agreed to sell to Purchaser certain real property and related assets located in the Town of Alabama, Genesee County, New York (the “Property”).

The Company will be entitled to receive a purchase price ranging between \$132.5 million and \$142.0 million, depending on the timing of closing and the removal status of certain hydrogen storage spheres located on the Property. The closing must occur no later than June 30, 2026, subject to the terms and conditions of the Agreement.

The obligations of the parties to consummate the transaction are subject to certain closing conditions, including delivery of insurable title, assignment of specified agreements and permits, assignment and transfer of substation assets to the Genesee County Economic Development Center, receipt of certain governmental approvals, satisfaction of environmental review requirements, and entry into a binding lease by the Purchaser with a tenant for the Property.

If the closing has not occurred on or before June 30, 2026, either party may terminate the Agreement. The Agreement contains customary representations, warranties, covenants, termination rights and remedies, including liquidated damages provisions in favor of the Company in the event of certain defaults by the Purchaser.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

### Item 8.01. Other Events.

On February 26, 2026, the Company issued a press release announcing the Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

### Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">10.1†*</a>	<a href="#">Purchase and Sale Agreement and Joint Escrow Instructions, dated as of February 24, 2026, by and among Plug Power Inc., Plug Project Holdings Co., LLC and Stream US Data Centers, LLC.</a>
<a href="#">99.1</a>	<a href="#">Press Release of Plug Power Inc., dated February 26, 2026.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

† Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

\* Certain portions of this Exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the Securities and Exchange Commission upon request.

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Plug Power Inc.**

Date: February 26, 2026

By: /s/ Paul Middleton

Name: Paul Middleton

Title: Chief Financial Officer

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**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**(6840 Crosby Road, Basom, New York 14013)**

**THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** (“**Agreement**”) is made and entered into as of February 24, 2026 (the “**Effective Date**”), by and between **PLUG POWER INC.**, a Delaware corporation (“**Plug Power**”) and **PLUG PROJECT HOLDING CO., LLC**, a Delaware limited liability company (“**Holding Company**”) and together with Plug Power, individually and collectively, as applicable, the “**Seller**”), and **STREAM US DATA CENTERS, LLC**, a Texas limited liability company (the “**Purchaser**”). Seller and Purchaser may be referred to individually as a “**Party**” and may be collectively referred to as the “**Parties**.”

**RECITALS**

A. Holding Company is the fee owner of certain real property totaling approximately 29.884± gross acres located at the centerline of Crosby Road at the southeast corner of Lot No. 14, Township 13, Range 4 of the Tonawanda Reservation in the Town of Alabama, the County of Genesee (the “**County**”), New York, which parcel is more particularly depicted on **Exhibit A-1** attached hereto (the “**Land**”) and described on **Exhibit A-2**. Holding Company is the owner of the mini substation (the “**Mini Substation**”) located on the Land, consisting of electrical infrastructure including power transformers, circuit switches, breakers, buswork, and related integrated components for the transformation of electrical power from 115kV to 34.5kV and is served by National Grid, with service supplied via an easement as described on **Exhibit A-2**.

B. Seller is involved in the development of that certain substation building, infrastructure, improvements, equipment, and all associated rights to contracted energy and power totaling 265 MW in connection, as listed on **Exhibit A-3** (the “**STAMP Substation**”) installed on land owned by the Genesee County Economic Development Center (“**GCEDC**”), which is served by the New York Power Authority (“**NYP&A**”) and National Grid.

C. Seller desires to sell and convey to Purchaser and Purchaser desires to purchase and acquire from Seller, all of Seller’s right, title, and interest in the following:

i. The Land together with the Mini Substation, the existing construction trailer located on the Land, and all improvements located thereon and all rights, privileges, easements, and appurtenances benefiting the Land, including, without limitation, any easements, rights of way or other appurtenances, licenses, hereditaments and privileges used or connected with the beneficial use or enjoyment of the Land and the Mini Substation (the Land, the Mini Substation, and all such rights, privileges, easements and appurtenances are sometimes collectively hereinafter referred to as the “**Real Property**”);

ii. All fixtures, equipment, machinery, inventory, and other tangible personal property located on or used in connection with the Real Property (collectively, the “**Equipment**”), as listed on **Exhibit A-4**;

iii. All development rights, entitlements, permits, governmental approvals, licenses, and any other intangible property rights to the extent the same benefit and appertain solely to the Real Property, the Equipment, or the Mini Substation, as listed on **Exhibit A-5** (collectively, the “**Intangible Personal Property**”), to the extent the same are transferable to Purchaser; and

iv. All leases, leaseback agreements, licenses, development agreements, incentive agreements, use agreements, easements, memoranda of understanding, and any other occupancy, possession, or use agreements or arrangements, to which Seller is a party or by which Seller or the Real Property is bound, in each case relating to the use, occupancy, operation, development, or enjoyment of any portion of the Real Property and involving GCEDC, including all amendments, modifications, renewals, extensions, guaranties, side letters, and related agreements, as set forth on Exhibit A-6 (collectively, the “**GCEDC Agreements**”); [\*\*\*]; and

v. Without any warranty of title thereto and without any other representation or warranty whatsoever, and on a non-exclusive basis, in and to any and all personal rights of the Seller as to any causes of action, whether in tort, contract, or rights granted by law, as the owner of the Real Property against any tenant, contractor, or other person responsible for any (i) damage to the Real Property, (ii) breach of any warranty related to the Real Property, or (iii) affirmative obligation related to the Real Property arising while Seller or its predecessors in title owned the Real Property (collectively, the “**Seller’s Property Claims**”). The Real Property, the Equipment, the GCEDC Agreements, the Intangible Personal Property, and the Seller’s Property Claims are sometimes collectively hereinafter referred to as the “**Property**.”

D. In order to facilitate the delivery of electrical power necessary for Purchaser’s intended use of the Land, Seller has agreed to surrender, transfer, and assign all of Seller’s right, title, and interest in and to the STAMP Substation to the GCEDC. Upon the consummation of such transfer, Seller shall have no further interest in, or control over, the STAMP Substation, and Seller shall not assert any claim to ownership, use, or operational authority with respect thereto.

### AGREEMENT

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereof, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Purchase and Sale. Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to purchase the Property.

2. Purchase Price of the Property. The total purchase price for the Property (the “**Purchase Price**”) shall be determined based on the Closing Date as follows:

2.1. If Closing occurs on or before March 31, 2026:

2.1.1. One Hundred Thirty Two Million Five Hundred Thousand Dollars (\$132,500,000.00) if the Storage Spheres are not Removed (hereinafter defined) on or before March 31, 2026. “**Removed**” or “**Removal**” means the complete dismantling or demolition, removal from the Land, and lawful disposal or offsite transport of the Storage Spheres and associated above-ground appurtenances reasonably necessary to clear the development area, evidenced by (i) contractor certification and (ii) disposal or transport documentation.

2.1.2. One Hundred Thirty Four Million Five Hundred Thousand Dollars (\$134,500,000.00) if the Storage Spheres are Removed or demolished on or before March 31, 2026.

2.2. If Closing occurs during April 2026: One Hundred Thirty Five Million Dollars (\$135,000,000.00).

- 2.3. If Closing occurs during May 2026: One Hundred Thirty Eight Million Dollars (\$138,000,000.00).
- 2.4. If Closing occurs during or after June 2026: One Hundred Forty Two Million Dollars (\$142,000,000.00).

On or before the Closing Date (hereinafter defined), Purchaser shall deposit the Purchase Price, as adjusted, with Chicago Title Insurance Company (the “**Title Company**”) by means of a confirmed wire transfer through the Federal Reserve System.

3. Earnest Money Deposit.

3.1. In accordance with that certain Letter of Intent Re: Acquisition of Plug Power’s Gateway Project (the “**LOI**”), dated November 7, 2025, the Purchaser deposited Five Hundred Thousand Dollars (\$500,000.00) (the “**Initial Deposit**”) confirmed by wire transfer through the Federal Reserve System on November 19, 2025. Title Company invested the Initial Deposit in an insured interest-bearing account (the “**Escrow Account**”).

3.2. In addition to the Initial Deposit, within three (3) Business Days of the Effective Date, Purchaser shall deposit into the Escrow Account an amount of Six Million and No/100 Dollars (\$6,000,000.00) (the “**Additional Deposit**” and together with the Initial Deposit, the “**Deposit**”). The Parties acknowledge and agree that the Additional Deposit shall be nonrefundable to Purchaser unless otherwise provided for herein. All interest earned on the Deposit shall accrue to the benefit of the party entitled to the Deposit upon disbursement.

3.3. The Deposit, including any interest thereon, shall be applied to the Purchase Price at the Closing.

3.4. Notwithstanding anything in this Agreement to the contrary, One Hundred Dollars (\$100.00) of the Deposit (the “**Independent Consideration**”) shall be paid to Seller and considered completely nonrefundable to Purchaser in all events, it being the intent of the Parties to recognize that such amount has been bargained for and agreed to as independent consideration for Purchaser’s exclusive right to purchase the Property and the Inspection Period provided hereunder, and for Seller’s execution and delivery of this Agreement.

4. Closing Adjustments.

4.1. Nondelinquent general and special real property taxes and assessments, usual water charges, deed tax payable by reason of the consummation of the transaction contemplated herein and association charges for the Property for the fiscal year in which the Closing occurs shall be apportioned between the Parties as of 11:59 p.m. Eastern Standard Time on the day immediately preceding the Closing Date based upon the most recent information available to the Parties and shall be deducted from or added to the Purchase Price due at the Closing. Purchaser shall be responsible for the payment of rollback taxes, if any.

4.2. Seller shall pay the cost of the Title Policy (as defined in Section 5.4). The cost of the extended portion of the Title Policy and any endorsements to the Title Policy shall be paid by Purchaser unless requested by Seller and approved by Purchaser in its sole discretion in connection with the cure of any title objection pursuant to Section 5.1. Each Party shall pay one-half (1/2) of Title Company’s escrow fee or termination charge. Each Party shall pay the fees of its counsel in connection with the preparation and negotiation of this Agreement. Purchaser shall pay for the costs of its Investigative Activities (hereinafter defined). Except as expressly set forth herein, all costs and fees associated with the sale of the Property as set forth herein shall be paid by the Parties in accordance with customary practices in the County, including the custom that all transfer taxes shall be paid by Seller.

4.3. The provisions of this Section 4 shall survive Closing and delivery and recordation of the Deed (hereinafter defined).

5. Title Information and Review.

5.1. Promptly following the Effective Date, (a) Purchaser shall obtain and deliver to Seller a commitment for issuance of a title policy for the Real Property and copies of all underlying title documents described therein (collectively, the “**Commitment**”) issued by Title Company, and (b) Seller will deliver to Purchaser existing title policies and surveys that includes all or any part of the Real Property in its possession or control (the “**Existing Title Work**”). Purchaser shall have until 11:59 p.m. Eastern Standard Time on the date that is three (3) days prior to the expiration of the Inspection Period (the “**Interim Date**”) to provide written notice (the “**Title Notice**”) to Seller and Title Company of any matters shown by the Commitment or the Survey (hereinafter defined) which are not satisfactory to Purchaser. If Seller has not received such Title Notice from Purchaser by the Interim Date, then Purchaser shall be deemed to have approved of the condition of title to the Real Property (excluding Mandatory Cure Items). If Purchaser timely delivers a Title Notice, then no later than 11:59 p.m. Eastern Standard Time on the date that is two (2) days following the Interim Date (the “**Seller’s Response Date**”), Seller may deliver, in its sole and absolute discretion, written notice to Purchaser and Title Company identifying which disapproved items Seller shall undertake to cure or not cure (“**Seller’s Response**”); provided, however, that, except with respect to liens secured by deeds of trust or mortgages securing loans made to Seller, mechanics’ liens arising from the actions of Seller, judgment liens of an ascertainable amount against Seller, delinquent real property taxes, any other monetary liens encumbering the Real Property resulting from Seller’s actions on the Property, and any title exceptions, encumbrances and other matters intentionally or knowingly placed by Seller or suffered to exist by Seller on the Real Property after the Effective Date without Purchaser’s prior written consent (collectively, herein “**Mandatory Cure Items**”), which Seller agrees to have removed or insured over in a manner reasonably acceptable to Purchaser on or before the Closing Date, Seller shall have no obligation to expend or agree to expend any funds, to undertake or agree to undertake any obligations or otherwise to cure or agree to cure any title objections unless Seller explicitly agrees to do so in this Agreement or in the Seller’s Response, if any. If Seller does not deliver a Seller’s Response on or before the Seller’s Response Date, then Seller shall be deemed to have elected to not remove or otherwise cure any exceptions disapproved by Purchaser other than any Mandatory Cure Items. Except for Mandatory Cure Items, all matters shown in the Commitment and the Survey which Seller has not agreed to remove or otherwise cure prior to the expiration of the Inspection Period shall be deemed to be approved by Purchaser. Notwithstanding anything in this Agreement to the contrary, Seller shall in all events be obligated to remove, pay and/or satisfy prior to or at Closing, and regardless of whether Purchaser makes objection thereto, all Mandatory Cure Items unless otherwise agreed to by Purchaser and Seller in writing.

5.2. If additional exceptions arising after the date of Title Company’s Commitment are identified and disclosed by Title Company affecting the Real Property (other than those created by or with the written consent of Purchaser) that are not set forth in the Commitment or in the Survey, then Purchaser shall have ten (10) days after the date it receives (the “**Supplemental Interim Date**”) an amendment or supplement to the Commitment or an updated Survey revealing any new matter affecting the Real Property (“**Supplemental Commitment or Survey**”), to provide written notice (the “**Supplemental Title Notice**”) to Seller of any such additional matters shown by the Supplemental Commitment or Survey which are not satisfactory to Purchaser. If Seller has not received such written notice from Purchaser by the applicable Supplemental Interim Date, then such silence shall be deemed Purchaser’s approval of the subject Supplemental Commitment or Survey. Within five (5) Business Days of receipt of a Supplemental Title Notice, Seller shall deliver written notice to Purchaser and Title Company identifying which disapproved items (other than Mandatory Cure Items) Seller shall undertake to cure or not cure (“**Seller’s Supplemental Response**”). If Seller does not deliver a Seller’s Supplemental Response within said five (5) Business Day period, then Seller shall be deemed to have elected to not remove or otherwise cure any exceptions disapproved by Purchaser in Purchaser’s Supplemental Title Notice. If Seller elects, or is deemed to have elected, not to remove or otherwise cure an exception disapproved in Purchaser’s Supplemental Title Notice, Purchaser shall have until five (5) Business Days after receipt of Seller’s Supplemental Response (or the date Seller is deemed to have made an election) to notify Seller and Title Company, in writing, of Purchaser’s election to either waive the objection or terminate this Agreement and the escrow. If Seller and Title Company have not received written notice from Purchaser within such period of time, then Purchaser shall be deemed to have waived its objection and to proceed with the transaction contemplated herein.

5.3. Purchaser shall, at its expense, cause the preparation of an ALTA/NSPS survey of the Real Property (as may be supplemented or amended, the “**Survey**”). The Survey shall be subject to Purchaser’s approval prior to the Interim Date. If the Survey, or any update of the Survey reveals matters unacceptable to Purchaser, Purchaser may treat this as an unsatisfactory title matter or new matter affecting the Real Property to be resolved in accordance with Section 5.1 or 5.2, respectively. Purchaser shall provide a copy of any Survey received by Purchaser to Seller.

5.4. Provided that this Agreement has not otherwise been terminated and Purchaser is not then in material default, Purchaser’s obligation to proceed to Closing shall be expressly conditioned upon the irrevocable commitment by Title Company to issue an ALTA Owner’s Policy of Title Insurance (the “**Title Policy**”) showing fee simple title to the Land vested solely in Purchaser with liability equal to the Purchase Price, subject only to the Permitted Exceptions (hereinafter defined), all in the form and with endorsements agreed upon by Purchaser and Title Company prior to the expiration of the Inspection Period. Notwithstanding anything to the contrary contained in this Agreement, Seller shall furnish to Title Company an owner’s affidavit, gap indemnity and a mechanics lien indemnity agreement, in the form customarily required by Title Company, as needed to enable Title Company to issue such Title Policy without any exception for parties-in-possession or mechanics’ liens. For purposes of this Agreement, the “**Permitted Exceptions**” shall mean only those matters set forth in the Commitment, any Supplemental Commitment and the Survey approved (or deemed approved) by Purchaser, and any matters affecting title as a result of any actions or omissions by Purchaser or otherwise approved by (or deemed approved by) Purchaser in accordance with the terms of this Agreement; provided, however, in no event shall any Mandatory Cure Items be Permitted Exceptions unless otherwise agreed to in writing by and between Seller and Purchaser.

6. Inspection Period.

6.1. Purchaser shall have until 11:59 p.m. Eastern Standard Time on the date that is five (5) calendar days after the Effective Date (such period, the “**Inspection Period**”), to satisfy itself, in its sole and absolute discretion concerning, all aspects of the ownership, condition and development of the Property including, without limitation, the right of Purchaser to physically inspect the Property and review the items listed on Schedule 6.1 and located in the Data Room (hereinafter defined) provided to Purchaser (collectively, the “**Investigation Materials**”). Seller shall deliver to Purchaser the Investigation Materials within three (3) Business Days after the Effective Date, to the extent such items are within Seller’s possession or control and not previously delivered to Purchaser in the electronic data room (the “**Data Room**”) for the Property. Within three (3) days of Purchaser’s request for additional materials relating to the Property, Seller shall deliver to Purchaser copies of all such materials to the extent such materials are within Seller’s possession or control. Seller shall provide to Purchaser any documents described in this Section 6.1 and coming into Seller’s possession or control or produced by Seller after the initial delivery above and shall continue to provide same during the pendency of this Agreement.

6.2. Notwithstanding anything to the contrary, Purchaser shall have the right to expedite the expiration of the Inspection Period and the Closing Date by providing written notice to Seller of its desire to so expedite, in which case the Closing shall occur on the date that Purchaser specifies in the notice. For the avoidance of doubt, Purchaser may exercise this right at its sole discretion upon determining that it has sufficiently mitigated risks relating to entitlements, Seller's representations and warranties, capital readiness, or any other matters relevant to Purchaser's transaction risk profile, and Seller shall be obligated to proceed to Closing on the accelerated schedule identified in Purchaser's notice.

7. Access, Inquiry and Exclusivity.

7.1. During the pendency of this Agreement, Seller agrees that Purchaser and its representatives, employees, surveyors, agents, independent contractors, and consultants (collectively, the "**Purchaser's Representatives**") shall have the non-exclusive right to enter upon the Property upon reasonable advance notice to Seller (which shall be no less than twenty-four (24) hours' notice), for the purpose of performing and conducting invasive inspections, investigations, tests, studies or analysis, with the prior consent of Seller, and non-invasive inspections, investigations, tests, studies, or analysis required by Purchaser in its sole discretion (the "**Early Access Right**"), including, but not limited to: (a) the demolition, dismantling, and removal of the hydrogen storage spheres (the "**Storage Spheres**"), in the event Purchaser elects to assume responsibility for such removal pursuant to Section 7.4.3; (b) the installation of test piles, borings, probes, trenches, or other subsurface or geotechnical exploratory work necessary to evaluate soil suitability, subsurface conditions, foundational requirements, and all associated structural, environmental, or engineering conditions for Purchaser's proposed development of the Property; (c) all other inspections, investigations, tests, studies, surveys, environmental assessments, engineering studies, surveys, archeological studies, biological studies, utilities and constraints studies, hydrology studies, and any other matters Purchaser deems reasonably necessary to evaluate the development of the Property ((a), (b) and (c) collectively, the "**Investigative Activities**"). Purchaser and Purchaser's Representatives shall have the right, upon twenty-four (24) hours' notice, to access the Property for purposes of monitoring Seller's compliance with Sections 7.4.3. This right of entry is expressly subject to and shall be conducted in accordance with the following terms and conditions:

7.1.1. Permits: Purchaser shall be solely responsible for the cost of and obtaining any and all governmental permits or consents necessary to conduct the Investigative Activities upon the Property.

7.1.2. Performance of Work: In performing the Investigative Activities, Purchaser shall: (a) comply with all applicable laws; (b) use commercially reasonable efforts not to unreasonably interfere with Seller's operations, if any; (c) pay when due all labor and materialmen's bills arising as a result of Purchaser's activities; and (d) keep the Property free and clear of liens resulting from the Investigative Activities.

7.1.3. Restoration of the Property: Following the completion of Purchaser's Investigative Activities (other than those activities that involve the demolition of the Storage Spheres), Purchaser shall repair and restore the Property to a condition as close as reasonably possible to the condition it was in at the time of the commencement of the right of entry, reasonable wear and tear and the acts of Seller excepted. Nothing in this Section 7 shall require Purchaser to remediate, treat, encapsulate, remove, transport or otherwise handle any hazardous or toxic materials not first placed on the Property by Purchaser or Purchaser's Representatives. Notwithstanding anything to the contrary in this Agreement, in the event the transaction contemplated by this Agreement does not Close, Purchaser shall be responsible for the repair and restoration of the Property to a condition as close as reasonably possible to the condition at the commencement of the right of entry, excluding the potential demolition of the Storage Spheres; *provided, however*, that the Storage Spheres Capital Release (as defined below) is paid in full.

7.1.4. **Insurance:** Prior to entry upon the Property, Purchaser shall deliver to Seller evidence reasonably satisfactory to Seller that Purchaser has obtained commercial general liability insurance in an amount of not less than \$5,000,000.00, provided that the foregoing insurance limit may be met with the combination of primary and umbrella insurance liability coverage. Such insurance policy shall name Seller as an additional insured and any property manager of Seller disclosed to Purchaser in writing as an additional insured, with respect to the Property and any entry onto or Investigative Activities on or about the Property by Purchaser and all of Purchaser's Representatives (and any others entering onto the Property for or at the request of Purchaser while this Agreement remains in effect). Purchaser may meet the insurance requirements set forth in this Section 7.1.4 pursuant to commercial insurance, self-insurance, alternative risk financing techniques, or any combination of the foregoing.

7.1.5. **Indemnification:** Purchaser hereby covenants and agrees, to the extent permitted by law, to hold harmless and indemnify Seller from and against any and all third party, including Purchaser's Representatives, liabilities, claims, demands, damages or causes of action, including, but not limited to, reasonable attorneys' fees and out-of-pocket third-party costs (collectively, "**Claims**"), to the extent resulting from the exercise of the right of entry herein granted to Purchaser and the Investigative Activities undertaken by Purchaser and Purchaser's Representatives upon the Property; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any Claims arising out of or relating to any: (i) grossly negligent acts or omissions of Seller, its agents or representatives; (ii) hazardous or toxic materials not first placed on the Property by Purchaser; or (iii) matters merely discovered by Purchaser or Purchaser's Representatives, but not originally caused by any of Purchaser or Purchaser's Representatives. Purchaser also hereby indemnifies Seller from Claims suffered or brought by Purchaser's Representatives arising from their entry onto the Property and performance of the Investigative Activities, except to the extent the same are due to the gross negligence or willful misconduct of Seller, its employees, agents, or representatives. The indemnification contained in this Section 7.1.5 shall survive the Closing and delivery of the Deed or the earlier termination of this Agreement and shall constitute a separate and distinct remedy apart from Section 14.

7.1.6. **Testing of Equipment:** Any inspections, tests, or commissioning of Equipment by Purchaser or Purchaser's Representatives will follow that certain Plug Power Substation Test Plan transmitted via email to Seller on January 7, 2026, prepared by and to be performed by Priority Power, and approved by Seller via email on January 7, 2026 (the "**Testing Plan**"). If Purchaser follows the Testing Plan without deviation therefrom, Seller shall not claim that Purchaser caused any damage to the Equipment during testing, unless Seller can show Purchaser acted with gross negligence or willful misconduct.

Seller agrees to cooperate reasonably and in good faith with Purchaser's Investigative Activities, which cooperation shall include, without limitation, ensuring that Purchaser and Purchaser's Representatives have access to the Property at all reasonable times during the pendency of this Agreement to perform such Investigative Activities as are required by Purchaser in its reasonable commercial discretion subject to the terms and provisions of this Agreement.

7.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT, AND ANY LIMITED WARRANTIES OF TITLE CONTAINED IN THE DEED EXECUTED BY SELLER AND DELIVERED AT THE CLOSING (COLLECTIVELY, THE "SELLER'S WARRANTIES"), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, PURCHASER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ALL OF WHICH SELLER HEREBY DISCLAIMS. EXCEPT FOR SELLER'S WARRANTIES, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, CONDITION, ABSENCE OF LATENT OR PATENT DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT PURCHASER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY OTHER THAN THE SELLER'S WARRANTIES.

WITH RESPECT TO THE FOLLOWING ITEMS, PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR A BREACH OF SELLER'S WARRANTIES, SELLER SHALL NOT HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY OF ANY KIND AND THAT SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND EXCEPT FOR THE SELLER'S WARRANTIES:

1. THE CONTENT OR ACCURACY OF ANY REPORT, STUDY, OPINION OR CONCLUSION OF ANY SOILS, TOXIC, ENVIRONMENTAL OR OTHER ENGINEER OR OTHER PERSON OR ENTITY WHO HAS EXAMINED THE PROPERTY OR ANY ASPECT THEREOF;
2. THE CONTENT OR ACCURACY OF ANY OF THE ITEMS (INCLUDING, WITHOUT LIMITATION, THE INVESTIGATION MATERIALS) DELIVERED TO PURCHASER PURSUANT TO PURCHASER'S REVIEW OF THE CONDITION OF THE PROPERTY; OR
3. THE CONTENT OR ACCURACY OF ANY PROJECTION, FINANCIAL OR MARKETING ANALYSIS OR OTHER INFORMATION GIVEN TO PURCHASER BY SELLER OR REVIEWED BY PURCHASER WITH RESPECT TO THE PROPERTY.

PURCHASER IS A SOPHISTICATED PURCHASER OF REAL ESTATE AND IS, OR WILL BE AS OF THE CLOSING, FAMILIAR WITH THE REAL PROPERTY AND ITS SUITABILITY FOR PURCHASER'S INTENDED USE. THE PROVISIONS OF THIS SECTION 7.2 SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE DOCUMENTS EXECUTED AT CLOSING.

7.3. Exclusivity. From the Effective Date and continuing through the Closing Date, Seller and any third parties acting on behalf of Seller shall not: (a) market or advertise all or any portion of the Property; (b) respond to any inquiries or offers with respect to the sale or lease of all or any portion of the Property; (c) issue or solicit a letter of intent or other expression of interest with respect to the sale, exchange, lease or transfer of all or any portion of the Property; (d) provide any information concerning the sale, exchange, lease or transfer of all or any portion of the Property to any third parties; (e) negotiate or enter into any agreement pertaining to the sale, exchange, lease or transfer of all or any portion of the Property with any third parties; or (f) allow any individuals, other than Purchaser or Purchaser's Representatives', to conduct any Investigative Activities on any portion of the Property.

7.4. Obligations of Seller Prior to Closing.

7.4.1. From and after the Effective Date, Seller hereby agrees that Seller shall cause the Mini Substation to be maintained, operated, and managed in a manner consistent with the maintenance requirements of the respective equipment. In addition, Seller shall, no later than five (5) Business Days prior to the Closing Date, deliver to Purchaser a certificate of completion executed by an authorized officer of Seller, certifying that: (a) the installation of the Mini Substation has been fully completed in accordance with all applicable laws, permits, plans, and specifications; and (b) all required maintenance for the Mini Substation has been performed, is current as of the date of such certificate, and has been conducted in accordance with Seller's maintenance protocols. Notwithstanding anything to the contrary herein, Purchaser warrants and represents that it has independently reviewed and verified all documents in the Data Room for the Property, documents provided by Seller directly, independently inspected the Property and any improvements thereon or related thereto, and have independently concluded that the Mini Substation was installed in accordance with all applicable laws, permits, plans, and specifications; and all required maintenance for the Mini Substation has been performed, is current as of Closing Date, and has been conducted in accordance with Seller's maintenance protocols.

7.4.2. To the extent such items are within the possession or control of Seller, Seller shall provide or make available the following documents to Purchaser not later than two (2) days prior to Closing:

(a) A list of all necessary authorizations, licenses, permits, consents, filings, registrations, exemptions, and other approvals of federal, state or local governmental entities, agencies, or bodies, and all other persons or entities, if any, required to construct, provide utilities to, operate and own the Property (collectively, the "**Governmental Approvals**").

(b) To the extent required by any Governmental Approvals obtained (or required to be obtained) by Seller under this Section 7.4.2, reasonable documentary evidence, in form and substance reasonably acceptable to Purchaser, that the applicable governmental entity, agency or body has consented (or will, upon transfer, consent), to the transfer of such Governmental Approval to Purchaser.

7.4.3. Storage Spheres.

(a) On or before February 28, 2026 (the "**Off-Taker Agreement Deadline**"), Seller may propose to Purchaser a plan whereby a third-party offtaker would proceed with the complete dismantling of the Storage Spheres (the "**Off-Taker Agreement**"), which will provide that such dismantling would occur on or before April 15, 2026 (the "**Equipment Removal Deadline**"). If the complete dismantling would not be completed until after April 15, 2026, Purchaser shall reasonably cooperate with Seller to accommodate an extension of the Equipment Removal Deadline. Notwithstanding the foregoing, Purchaser may, at its election, enter into the Off-Taker Agreement in lieu of Seller, as reasonably necessary to achieve the foregoing deadlines. In either event, Seller shall bear the costs and expenses incurred in connection with the Off-Taker Agreement. The Off-Taker Agreement must be legally enforceable, unconditional (other than customary conditions precedent), and executed by a third party with demonstrated operational capacity to complete the removal required herein.

(b) Within three (3) Business Days after execution of the Off-Taker Agreement, the party entering into such Off-Taker Agreement shall deliver to the other party documentary evidence reasonably satisfactory to Purchaser or Seller, as applicable, including:

- (i) a fully executed copy of the Off-Taker Agreement;
- (ii) proof of the off-taker's operational qualifications; and
- (iii) confirmation of the off-taker's contractual obligation to complete Removal of the Storage Spheres by the Equipment Removal Deadline.

(c) If the Off-Taker Agreement is not entered into by the Off-Taker Agreement Deadline or the Storage Spheres are not Removed by the Equipment Removal Deadline, Purchaser may, at its discretion, engage one or more third parties to perform the Removal of the Storage Spheres ("**Removal Option**"). In the event Purchaser exercises its Removal Option and the Storage Spheres Capital Release has been made, Seller shall not interrupt the removal process of the Storage Spheres. If Purchaser elects to demolish the Storage Spheres in connection with such Removal Option, Purchaser shall (i) bear the costs and expenses incurred in connection therewith, and (ii) prior to the commencement of demolition activities, wire to the Seller an additional Five Million Dollars (\$5,000,000) (the "**Storage Spheres Capital Release**"). For the avoidance of doubt, under no circumstances, absent Seller's consent, may Purchaser proceed with the Removal of the Storage Spheres (whether demolition or dismantling) before the Off-Taker Agreement Deadline. The Parties acknowledge and agree that the Storage Spheres Capital Release shall be nonrefundable to Purchaser, except in the event Closing fails to occur as a result of Seller's fraud, gross negligence, or willful misconduct. For the avoidance of doubt, if the Storage Spheres Capital Release is refunded pursuant to this Section 7.4.3(c), such refund will be in addition to, and not in limitation of, any other rights or remedies available to Purchaser under this Agreement, at law, or in equity in the event of Seller's fraud, gross negligence, or willful misconduct. Notwithstanding anything to the contrary herein, in all events and under all circumstances, the Storage Spheres Capital Release, including any interest accrued thereon, shall be applied as a credit against the Purchase Price at the Closing.

7.4.4. From and after the Effective Date and prior to the Closing Date, Seller shall not, without Purchaser's prior written consent (not to be unreasonably withheld, conditioned or delayed), enter into any new lease, easement, license, service contract, utility agreement, or other agreement that would materially affect the use, occupancy, operation, or value of the Property; provided, however, that Seller may enter into non-material agreements in the ordinary course of business that do not adversely affect Purchaser's intended use of the Property.

8. **Conditions Precedent.** If this Agreement has not previously been terminated, Purchaser's obligations to proceed with the Closing under this Agreement are conditioned upon satisfaction of the following on or prior to the Closing Date unless an earlier date is indicated ("**Conditions Precedent**"):

8.1. All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same effect as if those representations and warranties were made at and as of the Closing Date.

8.2. As of the Closing Date, Seller shall not be in material default in the performance of any material covenant or agreement to be performed by Seller under this Agreement.

8.3. There shall be no litigation pending or threatened relating to or affecting the Property or the Seller which prohibits the performance of this Agreement by Seller.

8.4. The Land shall consist of one (1) or more legal parcels capable of being conveyed to Purchaser.

8.5. Seller shall be unconditionally prepared to convey, transfer, and assign to Purchaser all of Seller's right, title, and interest in and to the Intangible Personal Property, free and clear of all liens, claims, security interests, mortgages, pledges, charges, and other encumbrances. Seller shall take all actions necessary prior to Closing to ensure that Seller holds good and transferable title to all Intangible Personal Property to be assigned to Purchaser at Closing.

8.6. Seller shall be unconditionally prepared to convey, transfer, and assign to Purchaser all of Seller's right, title, and interest in and to the GCEDC Agreements, free and clear of all liens, claims, security interests, mortgages, pledges, charges, and other encumbrances. Seller shall obtain any required consents and cure any existing defaults under the GCEDC Agreements prior to Closing.

8.7. Seller shall be unconditionally prepared to convey to Purchaser good, marketable, and insurable title to the Real Property, subject only to the Permitted Exceptions, and Title Company shall be unconditionally and irrevocably committed in writing to issue the Title Policy to Purchaser in accordance with the terms of this Agreement, subject only to the Permitted Exceptions, and free and clear of all liens, claims, security interests, mortgages, pledges, charges, or other encumbrances other than the Permitted Exceptions.

8.8. Seller shall have used commercially reasonable efforts to deliver or cause to be delivered estoppel certificates, in form and substance reasonably satisfactory to Purchaser, from National Grid, Priority Power Management, LLC, S&B Engineers and Constructors, Ltd., AECOM Technical Services, Inc. and O'Connell Electric Company (collectively, the "**Estoppel Parties**"), confirming the following: (a) Seller and/or any affiliate of Seller have fully performed and satisfied all obligations under any agreements relating to the Property; (b) Seller and/or any affiliate of Seller are in good standing under all such agreements; (c) any agreements that have been terminated are fully completed, paid in full, and discharged with no remaining obligations; and (d) there are no outstanding liens, claims, encumbrances, or defaults affecting the applicable Property subject to such agreement or arising from such agreements.

8.9. At Closing, Seller shall convey, assign, and transfer to GCEDC all of Seller's right, title, and interest in and to the STAMP Substation, free and clear of all liens, claims, and encumbrances, pursuant to a bill of sale in the form attached hereto as Exhibit D (the "**STAMP Substation Bill of Sale**"), together with any other instruments of transfer reasonably requested by GCEDC to effectuate such conveyance such that GCEDC shall possess all rights necessary to enter into agreements with NYPA and National Grid to supply power to the Real Property necessary for Purchaser's intended use of the Real Property.

8.10. Purchaser and Seller shall have obtained all required Governmental Approvals to effectuate such assignment and transfer of the STAMP Substation in accordance with Section 8.9.

8.11. Seller shall take all actions necessary to discharge any encumbrances not constituting Permitted Exceptions prior to or at Closing, including ensuring that: (i) all suppliers, contractors, and vendors have been fully paid for any work, materials, or services relating to the Property; and (ii) no local, state, or governmental agency has filed or maintains any lien, claim, or assessment against the Property or its assets.

8.12. Purchaser shall have obtained, in its sole discretion and at its sole cost and expense, a determination of compliance with the requirements of New York State Environmental Quality Review Act ("SEQR"). For the sake of clarity, obtaining a consistency determination from the lead agency shall be deemed sufficient determination of compliance with the requirements of SEQR, for the purposes of this Section and Agreement.

8.13. Purchaser shall have entered into a legally binding and enforceable lease agreement (the “Lease”) with Purchaser’s designated tenant for the occupancy of the Property.

8.14. As of the Closing Date, Seller shall be current in the payment of all real estate taxes and any other tax obligations or assessments relating to the Property, through and including the Closing Date.

8.15. On or prior to the Closing Date, Seller shall not unreasonably withhold, condition, or delay any consents or approvals required from Seller to enable Purchaser and Purchaser’s Representatives to communicate, negotiate, and enter into agreements directly with GCEDC, NYPA, National Grid, and any other applicable utility providers regarding the assignment, transfer, or establishment of utility infrastructure and related rights necessary for the development and operation of the Property.

8.16. Seller shall deliver all required Governmental Approvals and evidence of transferable consents no later than two (2) Business Days prior to Closing in accordance with Section 7.4.2.

In the event that any of the Conditions Precedent are not satisfied by the Closing Date (other than due to a default by Seller, in which case the terms of Section 14 shall govern) but in no event later than the Outside Closing Date (hereinafter defined), then Purchaser, at its sole election, may either (i) cause this Agreement to terminate by giving notice of such termination to Seller and to Title Company the Parties shall thereafter be released from all obligations hereunder (except for those obligations that explicitly survive termination), or (ii) waive the Condition Precedent; provided, however, in the event Purchaser terminates this Agreement pursuant to clause (i) of the preceding sentence as a result of the Purchaser complying with (or waiving) Sections 8.10, 8.12, and 8.13 and the Seller failing to comply with one or more Seller Condition Precedents under Sections 8.1, 8.2, 8.5, 8.6, 8.7, 8.8, 8.10 (with respect to Governmental Approvals required to be obtained by Seller), 8.11, 8.14, 8.15, or 8.16 to be satisfied by the Closing Date, then (x) the Deposit shall immediately be remitted to Purchaser by Title Company, with no additional consent, approval or other documentation required from either Party, and to the extent any portion of the Additional Deposit has been disbursed to Seller prior to such termination, Seller shall promptly reimburse Purchaser for the full amount of such disbursed portion of the Additional Deposit, and (y) Seller shall additionally reimburse Purchaser for all out-of-pocket costs and expenses incurred by Purchaser in connection with the transactions contemplated by this Agreement, including, without limitation, due diligence expenses, legal expenses, and expenses in connection with preparations for Closing and enforcement of Seller’s obligations hereunder (collectively, “Purchaser’s Expenses”), up to a maximum amount of One Million and No/100 Dollars (\$1,000,000.00).

9. **Utility Infrastructure and Entitlements.** From the Effective Date and continuing through the Closing Date, Seller shall not interfere with Purchaser or Purchaser’s Representatives in actively pursuing entitlements, permits, and governmental approvals required for Purchaser’s proposed development, including engaging with the Town of Alabama, New York State Department of Environmental Conservation, and any other relevant agencies for site plan, permitting, and State Environmental Quality Review Act review.

10. **Representations and Warranties of Seller.** Each Seller warrants and represents, as to itself, to Purchaser as follows (which warranties and representations shall be deemed to be remade by Seller to Purchaser as of the Closing Date):

10.1. Holding Company is the fee owner of the Real Property and is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware and has the requisite power and authority to enter into this Agreement and perform its obligations hereunder. Plug Power is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has the requisite power and authority to enter into this Agreement and perform its obligations hereunder.

10.2. The execution and delivery of this Agreement by Seller and the performance by Seller of its obligations under this Agreement have been duly and validly authorized by all necessary action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legally valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors' rights generally. To Seller's knowledge, the execution and delivery by Seller of this Agreement and each instrument or agreement referenced herein, which required Seller's signature, and the performance by Seller of its obligations hereunder and thereunder, will not (i) conflict with or result in any breach of any provision of Seller's organizational documents; (ii) constitute a material breach under any other contract or agreement to which Seller is a party or which affects Seller, the Property or any portion thereof; (iii) require any filing with, or any permit or approval from, any third party, except for the final approval of the GCEDC board which will be acquired prior to Closing; (iv) violate any judgment or order applicable to Seller or the Land; or (v) violate any law applicable to Seller or the Land.

10.3. Seller has provided true, correct, and complete copies of all Investigation Materials in Seller's possession, and to the extent any Investigation Materials are copies, each such document is an accurate and complete replica of the original.

10.4. There is no pending or, to Seller's knowledge, threatened litigation or other legal or administrative claim affecting the Land or any portion thereof.

10.5. Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and applicable regulations.

10.6. Other than Purchaser and Seller, and except for the GCEDC Agreements listed on **Exhibit A-6**, no party has any option, contract, right of first offer, right of first refusal, or other agreement with respect to a purchase or sale of the Real Property or any portion thereof or any interest therein which currently remains in effect.

10.7. There is no pending or, to Seller's knowledge, threatened condemnation or similar proceedings or special assessments of any nature affecting the Real Property, or any part thereof, or the STAMP Substation and Seller has received no written notice regarding any potential or threatened taking, condemnation or similar event affecting all or any portion of the Real Property or the STAMP Substation.

10.8. To Seller's knowledge, there is not any violation of applicable federal, state, and local laws, statutes, ordinances, codes and covenants, conditions and restrictions of record, including, but not limited to, zoning, environmental protection, health, and the rules and regulations of any authority having jurisdiction over the Real Property or the STAMP Substation, or any portion thereof which remains uncured; save and except any such host payments, or amounts owed thereunder concerning that certain Host Community Investment Agreement between the Seller and GLCDC, as previously disclosed by Seller.

10.9. To the best of Seller's knowledge, Seller has not used Hazardous Materials on, from, or affecting the Real Property, or any portion thereof, in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of Hazardous Materials. For purposes of this Agreement, "**Hazardous Materials**" includes any explosive, hazardous or toxic substance, or related materials as defined in any applicable governmental law, ordinance, rule, or regulation.

10.10. Seller and its financial institutions (i) have not been designated as a “specifically designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf> or at any replacement website or other replacement official publication of such list, and (ii) are currently in compliance with and will at all times during the term of this Agreement (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

10.11. The GCEDC Agreements are in full force and effect, have not been amended except as disclosed to Purchaser, and, to Seller’s knowledge, there exists no default by Seller or GCEDC under the GCEDC Agreements, save and except any such host payments or amounts owed under that certain Host Community Investment Agreement, dated as of October 8, 2021 by and among Plug Project Holding Co., LLC, Genesee Gateway Local Development Corporation, Stamp Water Works, Inc., and Stamp Sewer Works, Inc. (the “**Host Community Investment Agreement**”), as previously disclosed by Seller to Purchaser; and further, Purchaser agrees that any such amounts or other such matters concerning the Host Community Investment Agreement shall not be deemed pertinent or effectual to this Section 10 or any other such terms or Seller obligations under this Agreement. Seller has received no written notice of any claim or event that, with the passage of time or notice, would constitute a default under the GCEDC Agreements.

10.12. Except for the GCEDC Agreements, there are no leases or other occupancy agreements with respect to the Property or other agreements to occupy all or any portion of such Property.

10.13. All suppliers, contractors, and vendors have been fully paid for any work performed, materials furnished, or services provided in connection with the Property. There are no outstanding invoices, retainage amounts, or claims for payment, and no mechanic’s liens, materialman’s liens, or similar claims have been filed or threatened against the Property.

10.14. No local, state, or federal governmental authority, agency, or instrumentality has filed, recorded, or asserted any lien, claim, charge, encumbrance, or assessment of any kind against the Property and there are no pending or, to Seller’s knowledge, threatened actions, proceedings, or investigations that could result in such liens, claims, or assessments.

If any change in condition or circumstances renders any of the foregoing warranties or representations of Seller inaccurate in any material respect between the date hereof and the Closing, Seller shall promptly deliver written notice to Purchaser of such change. If such change is the result of a material default under this Agreement by Seller or Seller’s fraud, then the Parties shall proceed in accordance with Section 14.3. If, however, such change is not the result of a material default under this Agreement by Seller or Seller’s fraud, then Purchaser shall have the right to either (a) waive such inaccuracy and proceed to the Closing, or (b) terminate this Agreement and the Deposit shall immediately be remitted to Purchaser by Title Company, with no additional consent, approval or other documentation required from either Party.

11. **Representations and Warranties of Purchaser.** Purchaser warrants and represents to Seller as follows (which warranties and representations shall be deemed to be remade by Purchaser to Seller as of the Closing Date):

11.1. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of Texas and has the requisite power and authority to enter into this Agreement and perform its obligations hereunder.

11.2. The execution and delivery of this Agreement by Purchaser and the performance by Purchaser of its obligations under this Agreement have been duly and validly authorized by all necessary action on the part of Purchaser. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes the legally valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors' rights generally. The execution and delivery by Purchaser of this Agreement and each instrument or agreement referenced herein, which required Purchaser's signature, and the performance by Purchaser of its obligations hereunder and thereunder, will not (i) conflict with or result in any breach of any provision of Purchaser's organizational documents; (ii) constitute a breach under any other contract or agreement to which Purchaser is a party or which affects Purchaser; (iii) require any filing with, or any permit or approval from, any third party; (iv) violate any judgment or order applicable to Purchaser; or (v) violate any law.

12. **Closing.** Subject to satisfaction of all of the Conditions Precedent and the other terms and conditions of this Agreement, the consummation of the purchase and sale of the Property shall take place remotely through the office of Title Company ("**Closing**") on the date that is five (5) days after the later to occur of (i) the expiration of the Inspection Period, and (ii) the satisfaction of the Conditions Precedent, unless another date is agreed to by the Parties in writing (the "**Closing Date**"), which shall in no event be later than June 30, 2026 (the "**Outside Closing Date**"). If the Closing has not occurred on or before the Outside Closing Date, then either Seller or Purchaser may terminate this Agreement by written notice to the other Party and to Title Company. Upon such termination, any potential refund of the Deposit shall be governed by Section 8 and Section 14 of this Agreement.

12.1. As set forth below, prior to the Closing:

12.1.1. At least five (5) Business Days prior to the Closing Date, Title Company shall deliver to each Party for approval a proposed settlement statement ("**Settlement Statement**").

12.1.2. Seller shall, at least seven (7) days prior to Closing, deliver to Purchaser Uniform Commercial Code (UCC) search results, dated not earlier than seven (7) days prior to the Closing Date, evidencing that the STAMP Substation is free and clear of all liens, security interests, and encumbrances.

12.1.3. On or before the Closing Date, Seller shall execute and deliver to Title Company the following:

(a) Such internal assignments as necessary to convey the Property free and clear;

(b) A duly executed and acknowledged Bargain and Sale Deed with Covenants Against Grantor's Acts in the form attached as **Exhibit B** ("**Deed**") dated as of the Closing Date, subject only to the Permitted Exceptions and an affidavit of value (signed by Seller or Title Company);

(c) A duly executed Assignment and Bill of Sale dated as of the Closing Date in the form attached as **Exhibit C** ("**Assignment**");

(d) A duly executed STAMP Substation Bill of Sale in the form attached as **Exhibit D**;

(e) A duly executed Assignment and Assumption of Agreements dated as of the Closing Date in the form attached as **Exhibit E** (“Assignment and Assumption of Agreements”);

(f) All documentation necessary to effectuate the assignment to Purchaser of all Intangible Personal Property and the

GCEDC Agreements;

(g) An affidavit for each Seller in a form and having the substance mutually acceptable to Purchaser and Seller, fully executed and properly acknowledged by the applicable Seller, as required by Internal Revenue Code Section 1445(b)(2);

(h) Such agreements or statements concerning claims for mechanic’s liens, possessory interests or otherwise as may be reasonably required by Title Company in order to issue the Title Policy, including extended coverage;

(i) Any sales or real property transfer tax declarations or other disclosures or reports as are required by state or local law, executed by Seller as required by such laws;

(j) Any and all other instruments and documents as may be reasonably requested by Title Company in order to complete the transaction herein provided for and to carry out the intent and purposes of this Agreement; and

(k) Such documentary and other evidence as may be reasonably required or requested by Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with this Agreement.

12.1.4. On or before the Closing Date, Purchaser shall deliver to Title Company the following:

(a) Any and all other instruments and documents as may be reasonably requested by Title Company in order to complete the transaction herein provided for and to carry out the intent and purposes of this Agreement;

(b) Such documentary and other evidence as may be reasonably required or requested by Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with this Agreement; and

(c) The Purchase Price due at Closing shall be delivered in accordance with the provisions of Section 2.

12.1.5. On the Closing Date, when and only when (i) Title Company is unconditionally committed to issue the Title Policy to Purchaser, subject only to the Permitted Exceptions; (ii) Title Company is in possession of the Deed in recordable form and with an original notarized signature of Seller, along with all other documents listed in Section 12.1.3; (iii) Title Company is in possession of the Purchase Price along with all of the other documents listed in Section 12.1.4; (iv) Title Company is in possession of counterparts to the Settlement Statement approved by the Parties; and (v) Title Company is otherwise in a position to comply with the instructions received from Seller and Purchaser (including any supplemental instructions), Title Company shall notify Purchaser and Seller, and then Title Company shall immediately do the following in order:

- (i) Date all undated documents, if any, as of the Closing Date;
- (ii) Confirm that all documents have all exhibits attached;
- (iii) Record the Deed;
- (iv) Deliver the Assignment with the signature of Seller;
- (v) Deliver the STAMP Substation Bill of Sale with the signature of Seller;
- (vi) Deliver the Assignment and Assumption of Agreements with the signature of Seller;
- (vii) Deliver the Purchase Price as set forth on the approved Settlement Statement to Seller. Immediately return the remainder of the funds received from Purchaser, if any, to Purchaser;
- (viii) Deliver a conformed copy of the Deed to Purchaser and Seller by electronic mail immediately after recording;
- (ix) Deliver the original of the recorded Deed to Purchaser;
- (x) Deliver the original of the STAMP Substation Bill of Sale to GCEDC;
- (xi) Arrange for Title Company to deliver the original Title Policy to Purchaser promptly following the Closing;
- (xii) Seller shall deliver sole and exclusive possession of the Land to Purchaser as of the Closing subject only to the Permitted Exceptions; and
- (xiii) Seller shall deliver sole and exclusive possession of the STAMP Substation to GCEDC as of the Closing.

13. **Condemnation; Risk of Loss; Allocation of Obligations Pursuant to GCEDC Agreements**

13.1. Notwithstanding anything to the contrary contained in this Agreement, if before the Closing (a) the Property (or any material portion thereof) shall be acquired, or any proceedings commenced to acquire the Property (or any such portion thereof), by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof, or (b) the Property (or any material portion thereof) is damaged or destroyed by fire or other casualty, Purchaser may elect, at its sole option, either (i) to terminate this Agreement by giving written notice of termination to Seller and Title Company within ten (10) Business Days after receiving written notice of such condemnation or casualty, in which case the Deposit shall be immediately returned to Purchaser, with no additional consent, approval or other documentation required from Seller, the escrow shall be canceled, and both Seller and Purchaser shall thereafter be released from all obligations hereunder (except for those obligations that explicitly survive termination), or (ii) to waive its right to terminate this Agreement and consummate the transaction contemplated hereby, in which case Seller shall assign to Purchaser at the Closing all of Seller's right to receive the award, insurance proceeds, or other proceeds related to the Property, if any, payable as a result of such condemnation or casualty, or provide Purchaser with a credit at Closing for any such award or proceeds already received by Seller, and such condemnation or casualty and any consequences thereof shall constitute a Permitted Exception under this Agreement.

13.2. For purposes of this Section 13, the taking or casualty of a portion of the Property shall be deemed to involve a material portion thereof if (i) the amount of the condemnation award or insurance proceeds with respect to such taking or casualty shall exceed ten percent (10%) of the Purchase Price, (ii) the amount of land subject to the taking or casualty is greater than ten percent (10%) of the total area of the Land, or (iii) in Purchaser's sole determination, such taking or casualty materially impairs Purchaser's ability to develop and use the Property for its intended purpose.

13.3. **Allocation of Obligations Pursuant to GCEDC Agreements**

13.3.1. Seller shall remain solely responsible for, and shall indemnify, defend, and hold harmless Purchaser from and against, any liabilities or claims arising from or relating to any act, omission, condition, event, or noncompliance occurring prior to the Closing Date under the GCEDC Agreements or the Host Community Investment Agreement.

13.3.2. Effective as of the Closing Date, Purchaser shall assume and perform only those obligations under the GCEDC Agreements that arise from and after the Closing Date. Purchaser shall not be deemed to assume, nor shall Purchaser be responsible for, any obligation, liability, or default attributable to any period prior to the Closing Date.

13.3.3. Purchaser acknowledges that the continuation of any tax abatements, exemptions, incentives, or other financial assistance is subject to applicable law and agency discretion. Purchaser makes no representation or covenant that it will maintain Seller's operations, employment levels, project configuration, or eligibility for any such financial assistance, and any modification, reduction, or termination thereof after the Closing Date shall not constitute a default by Purchaser under this Agreement.

13.3.4. The provisions of this Section 13.3 shall survive the Closing and delivery of the Deed and shall not be merged therein.

14. **Defaults and Remedies.** If any obligation hereunder is not performed as herein provided, there shall be the following remedies:

14.1. In the event that Purchaser fails to perform any of the material covenants or agreements contained herein which are to be performed by Purchaser, Purchaser shall have five (5) Business Days after Seller delivers written notice of default to Purchaser within which to cure any default under this Agreement; provided, however, if Purchaser's default is the failure to close this escrow when obligated, Purchaser shall have only one (1) Business Day after delivery of notice within which to cure the default. Seller's notice shall describe the nature of Purchaser's default in reasonable detail so that Purchaser is notified of the steps and actions Purchaser must effect to cure the default, and in the case of a default other than a failure to close this escrow when obligated, if the default cannot reasonably be cured within five (5) Business Days, Purchaser shall have such longer period as may be necessary to cure, so long as Purchaser commences to cure within the five (5) Business Day period and diligently pursues the cure to completion (up to a maximum of thirty (30) days). If Purchaser fails to cure the default within the applicable cure period, then Purchaser shall be in breach, in which event Seller's sole remedy shall be, at its election, to either (i) waive such default and proceed to Closing, or (ii) to terminate this Agreement by giving written notice of termination to Purchaser and Title Company, whereupon Title Company will disburse to Seller the Deposit with no additional consent, approval or other documentation required from Purchaser, which Seller shall retain as liquidated damages pursuant to Section 14.2.

**14.2. IF PURCHASER'S BREACH RESULTS IN A TERMINATION OF THIS AGREEMENT (AND IS NOT DUE TO SELLER'S ACTS OR OMISSIONS OR SELLER'S DEFAULT OR BREACH), SELLER'S DAMAGES WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN. THE PARTIES HAVE DISCUSSED AND NEGOTIATED IN GOOD FAITH UPON THE QUESTION OF THE DAMAGES TO BE SUFFERED BY SELLER IN THE EVENT THIS AGREEMENT IS TERMINATED DUE TO PURCHASER BREACH AND HAVE ENDEAVORED TO REASONABLY ESTIMATE SUCH DAMAGES. THE PARTIES AGREE THAT, BY REASON OF THE AFORESAID CONSIDERATIONS: (i) SUCH DAMAGES ARE AND WILL BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX; (ii) LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT ARE AND WILL BE REASONABLE; (iii) IN THE EVENT OF SUCH BREACH, SELLER SHALL BE ENTITLED TO BE PAID AND RETAIN THE DEPOSIT IN SATISFACTION OF SUCH LIQUIDATED DAMAGES AS SELLER'S SOLE AND EXCLUSIVE REMEDY; AND (iv) IN CONSIDERATION OF THE PAYMENT OF SUCH LIQUIDATED DAMAGES, SELLER SHALL BE DEEMED TO HAVE WAIVED ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST PURCHASER WITH RESPECT TO THE TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.**

14.3. In the event that Seller breaches a representation or warranty or fails to perform any of the material covenants or agreements contained herein which are to be performed by Seller, Seller shall have five (5) Business Days after Purchaser delivers written notice of default to Seller within which to cure any default under this Agreement; provided, however, if Seller's default is the failure to close this escrow when obligated, Seller shall have only one (1) Business Day after delivery of notice within which to cure the default. If Seller fails to cure the default within the applicable cure period, then Seller shall be in breach, unless the applicable cure period is extended per agreement of the parties hereto. In such event, Purchaser may, at its option and as its exclusive remedy, elect to (i) terminate this Agreement by giving written notice of termination to Seller whereupon (a) Title Company will return to Purchaser the Deposit, with no additional consent, approval or other documentation required from Seller, and to the extent any portion of the Additional Deposit has been disbursed to Seller prior to such termination, Seller shall promptly reimburse Purchaser for the full amount of such disbursed portion of the Additional Deposit; (b) Seller shall reimburse Purchaser for Purchaser's Expenses, up to a maximum amount of One Million and No/100 Dollars (\$1,000,000.00); and (c) both Purchaser and Seller will be relieved of any further obligations or liabilities hereunder, except for those obligations which expressly survive any termination hereof; or (ii) seek specific performance of this Agreement, provided that any suit for specific performance must be filed and commenced within ninety (90) days following Seller's default, Purchaser waiving the right to bring suit at any later date, and Seller shall have no liability for any special, incidental, consequential, punitive or other damages; or (iii) waive its right to terminate this Agreement and consummate the transaction contemplated hereby, thereby waiving any claim against Seller and releasing Seller from any liability or obligations in connection therewith. Notwithstanding the foregoing, nothing contained in this Agreement shall limit Purchaser's remedies at law, in equity or herein in the event (i) Seller shall convey the Property prior to the valid termination of this Agreement and as a result, the remedy of specific performance is unavailable to Purchaser, or (ii) Seller shall willfully or intentionally take any action to impair Purchaser's right to specific performance. Purchaser's sole rights in the event of a breach of any of Seller's Warranties contained in this Agreement where such breach was actually discovered by Purchaser prior to Closing shall be as provided in this Section 14.3.

14.4. Unless otherwise expressly stated in this Agreement, each of the representations and warranties contained in this Agreement shall survive the Closing and the execution and delivery of the Deed required hereunder for a period of twelve (12) months immediately following the Closing Date.

15. **Real Estate Commissions.** Seller hereby represents and warrants to Purchaser that Seller has not contracted or entered into any agreement with any real estate broker, agent, finder or any other party in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's or other fees or commissions being due or payable to any other party with respect to the transaction contemplated hereby. Purchaser hereby represents and warrants to Seller that Purchaser has not contracted or entered into any agreement with any real estate broker, agent, finder or any other party in connection with this transaction, and that Purchaser has not taken any action which would result in any real estate broker's, finder's or other fees or commissions being due or payable to any other party with respect to the transaction contemplated hereby. Each Party agrees to indemnify, defend, protect and hold harmless the other party from and against all liability, damage, loss, cost or expense (including reasonably attorneys' fees) arising out of such Party's breach of the representations and warranties set forth in this section, or out of such Party's breach of its obligations to its respective broker. The provisions of this Section 15 shall survive Closing for a period of twelve (12) months.

16. **Notices.** All notices, demands, consents, approvals, requests or other communications which either of the Parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be given by (i) personal delivery; (ii) electronic mail; or (iii) a nationally recognized overnight courier service, fees prepaid, addressed as follows:

Seller:	Plug Power 125 Vista Blvd. Slingerlands, NY 12159 Attn: Office of General Counsel Email: [***]
With copies to:	DLA Piper LLP (US) 1251 Avenue of the Americas New York, New York 10020-1104 Attn: Raul Farias Email: [***]
Purchaser:	Stream US Data Centers, LLC 2001 Ross Avenue, Suite 500 Dallas, TX 75201 Attn: Kent Watson Email: [***]
with copies to:	Akin Gump Strauss Hauer & Feld LLP 201 Main Street, Suite 1600 Fort Worth, Texas 76102 Attn: Marc N. Epstein Email: [***]
Title Company:	Todd Balkin Chicago Title, NCS 2699 Howell, Suite 200 Dallas, TX 75204 [***] Direct [***] Cell [***]

Any Party may designate another addressee (and/or change its address) for notices hereunder by a notice given pursuant to this Section 16. A notice sent in compliance with the provisions of this Section 16 shall be deemed given on the date of receipt (or attempted delivery if delivery is refused), except that any notice sent via electronic mail shall be deemed given on the date sent (as evidenced by the sender's "sent mail" mailbox and by the absence of a delivery failure message) if sent or transmitted prior to 11:59 p.m. Eastern Standard Time on a Business Day and, otherwise, on the next succeeding Business Day.

17. **Assignment.** Purchaser may assign this Agreement at any time prior to the Closing Date with the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Purchaser may assign this Agreement without Seller's consent to any affiliate of Purchaser. Notwithstanding any assignment of this Agreement by the original Purchaser hereunder, the original Purchaser shall remain liable for any and all obligations of Purchaser under this Agreement following the effective date of such assignment.

18. **Further Assurances.** Each Party shall from time to time execute and deliver such further instruments as the other Party or its counsel may reasonably request to effectuate the intent of this Agreement, including, but not limited to documents necessary for compliance with the laws, ordinances, rules, or regulations of any authority having jurisdiction over the Real Property.

19. **Survival and Conditions Precedent.** Except as expressly provided in this Agreement, all agreements on the part of the Parties contained in this Agreement or any amendment or supplement hereto shall survive the Closing and delivery of the Deed and shall not be merged thereby.

20. **Severability.** In the event that any provision herein contained which is not essential to the effectuation of the basic purpose of this Agreement is held to be invalid or void or contrary to any existing or future law by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision herein contained which is valid. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

21. **Dates.** Unless otherwise expressly specified in this Agreement, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the Town of Alabama, New York, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Unless otherwise set forth in the Agreement, references to deadlines, including all dates and times shall mean 11:59 p.m. Eastern Standard Time. As used in this Agreement, "**Business Day**" shall mean any day which is not a Saturday, Sunday, or other day on which commercial banks are not open for business in the Town of Alabama, New York.

22. **Interpretation.** This Agreement is an agreement between financially sophisticated and knowledgeable parties, each of which has had the opportunity to be represented by counsel, and is entered into by the Parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party who prepared (or caused the preparation of) this Agreement or the relative bargaining power of the Parties.

23. **Entire Agreement.** This Agreement (including all Exhibits hereto) contains the entire agreement between the Parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

24. **Time of Essence.** Time is of the essence of this Agreement and all of the terms, provisions, covenants, and conditions hereof.

25. **Captions; Pronouns; Rules of Construction.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and shall in no way whatsoever define, limit, amplify or describe the scope or intent of this Agreement, nor in any way be used in interpreting the terms of this Agreement or affect this Agreement. Personal pronouns used herein shall be construed as though of the gender and number required by the context, and the singular shall include the plural and the plural the singular as may be required by the context. All references to "Sections" without reference to a document other than this Agreement, are intended to designate articles and sections of this Agreement, and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Section, unless specifically designated otherwise. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. Any deletion of language from this Agreement prior to its execution by Purchaser and Seller shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the Parties intended thereby to state the converse of the deleted language.

26. **Modification and Waiver.** No modification, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by both Parties. No waiver shall be valid unless the same is in writing and signed by the Party against which the enforcement of such waiver is or may be sought. The waiver by a Party of any breach of this Agreement or of any full or partial condition for performance hereunder shall not operate or be construed to be a waiver of any subsequent breach or condition. There are no third-party beneficiaries to this Agreement.

27. **Joint Escrow Instructions.** This Agreement shall constitute joint escrow instructions of the Parties of Title Company. The Parties shall execute such additional escrow instructions not inconsistent or in conflict with the terms hereof as may be required to fully effectuate the terms, covenants, and conditions hereof. In the event of any inconsistency or conflict between the terms of this Agreement and any such additional escrow instructions, the terms of this Agreement shall control.

28. **Governing Law and Venue.** The Parties hereby expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be governed by, and interpreted under, and construed and enforced in accordance with the laws of the jurisdiction in which the Real Property is located, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the laws of the jurisdiction in which the Real Property is located.

29. **Counterparts; Electronic Signatures.** This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement binding on the Parties, notwithstanding that the Parties shall not have signed the same counterpart. The Parties hereto consent and agree that this Agreement may be signed and/or transmitted by electronic mail of a .PDF document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and effective to bind the Party so signing as a paper copy bearing such Party's hand-written signature. The Parties further consent and agree that (i) to the extent a Party signs this Agreement using such electronic signature technology, by clicking "Sign" is signing this Agreement electronically, and (ii) the electronic signatures appearing on this Agreement, shall be treated, for purposes of validity, enforceability, and admissibility, the same as hand-written signatures.

30. **No Partnership or Joint Venture Created.** Nothing in this Agreement shall be construed, deemed, or interpreted by the Parties or by any third person to create the relationship of principal and agent or of partnership, joint venture, or any other association other than that of seller-purchaser between the Parties.

31. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST EITHER OF THEM RELATING TO THIS AGREEMENT AND AGREE THAT ANY DISPUTE BE RESOLVED BY A JUDGE APPLYING APPLICABLE LAW.

32. **Attorneys' Fees.** In the event of any controversy, claim or dispute between the Parties affecting or relating to the subject matter or performance of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all of its reasonable expenses, including reasonable attorneys' fees and related costs.

33. **Joint and Several Obligations.** Each Seller hereby agrees that all representations, warranties, covenants, indemnities, obligations, and liabilities of "Seller" under this Agreement shall be joint and several obligations of each Seller, regardless of which Seller holds record title to any portion of the Property or is a party to any underlying agreement, except to the extent this Agreement expressly allocates responsibility to a specific Seller.

34. **Confidentiality.**

34.1. Subject to the terms of this Section 34, Seller and Purchaser each agree that it shall (i) not disclose the other's Confidential Information (hereinafter defined) to third parties; (ii) use and disclose the other's confidential information solely for purposes of conducting the Investigative Activities; (iii) take reasonable steps to protect the other Party's Confidential Information that are at least as protective as those it takes to protect its own Confidential Information; (iv) notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and (v) cooperate with the other Party to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it. This Agreement does not grant any implied intellectual property licenses to any Confidential Information. For purposes of this Agreement, "**Confidential Information**" shall mean non-public information, know-how, and trade secrets in any form that is either marked "confidential" or a reasonable person knows or reasonably should understand to be confidential including without limitation Purchaser's identity or the terms and conditions of this Agreement. Notwithstanding the foregoing, Confidential Information shall not include the following, however marked: (a) information that is, or becomes, publicly available without a breach of this Agreement; (b) information that was lawfully known to the receiver of the information without an obligation to keep it confidential; (c) information received from another source who can disclose it lawfully and without an obligation to keep it confidential; and (d) information that is independently developed.

34.2. Notwithstanding anything in Section 34.1, above, to the contrary, either Party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each Party, when possible, must give the other Party enough prior written notice to provide a reasonable chance to seek a protective order. Further, each Party will comply with all export laws that apply to Confidential Information.

34.3. Each Party may disclose the other's Confidential Information to its employees, contractors, advisors, and consultants (a "**Permitted Party**"), who may then disclose that Confidential Information to other Permitted Parties so long as those other Permitted Parties have a need to know about it for purposes of the Investigative Activities. Before doing so, each Party must (i) ensure that its affiliates and each of its Permitted Parties have been instructed to protect the Confidential Information on terms consistent with this Agreement; and (ii) accept responsibility for each Permitted Party's use of Confidential Information. Neither Party shall be required to restrict work assignments of Permitted Parties who have had access to Confidential Information. Neither Party can control the incoming information the other will disclose while working together, or what each Party's Permitted Parties' will remember, even without notes or other aids. Each Party agrees that the use of information in their respective Permitted Parties' unaided memories does not create liability under this Agreement or trade secret law, and each Party agrees to limit what it discloses to the other accordingly.

[Signatures on Following Pages]

**SIGNATURE PAGE TO  
PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

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

**SELLER:**

**PLUG POWER INC.,**  
a Delaware corporation

By: /s/ Jose Luis Crespo  
Name: Jose Luis Crespo  
Its: President

**PLUG PROJECT HOLDING CO., LLC,**  
a Delaware limited liability company

By: /s/ Paul Middleton  
Name: Paul Middleton  
Its: Treasurer

[Signatures continue on following page]

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**PURCHASER:**

**STREAM US DATA CENTERS, LLC,**  
a Texas limited liability company

By: /s/ Michael Lahoud

Name: Michael Lahoud

Its: Chief Executive Officer

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS]

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**ACCEPTANCE BY TITLE COMPANY**

The undersigned hereby agrees to act as Title Company pursuant to the foregoing Purchase and Sale Agreement and Joint Escrow Instructions (“Agreement”) dated as of February 24, 2026, by and between **PLUG POWER INC.**, a Delaware corporation, **PLUG PROJECT HOLDING CO., LLC**, a Delaware limited liability company, and **STREAM US DATA CENTERS, LLC**, a Texas limited liability company. The undersigned has established Escrow No. [\*\*\*] pursuant to the terms thereof. Title Company agrees to comply with the instructions to Title Company contained in the Agreement.

**CHICAGO TITLE INSURANCE COMPANY**

By: /s/ Jennifer Haden

(Signature)

Name: Jennifer Haden

(Print Name)

Title: Escrow Officer

(Print Title)

Executed on: February 24, 2026

(Print Date)

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**SCHEDULE 6.1**  
**INVESTIGATION MATERIALS**

This schedule has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to provide such information to the Securities and Exchange Commission upon request.

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**EXHIBIT A-1**

**DEPICTION OF THE LAND**

This exhibit has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to provide such information to the Securities and Exchange Commission upon request.

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**EXHIBIT A-2**

**LEGAL DESCRIPTION**

This exhibit has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to provide such information to the Securities and Exchange Commission upon request.

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**EXHIBIT A-3**

**STAMP SUBSTATION**

This exhibit has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to provide such information to the Securities and Exchange Commission upon request.

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**EXHIBIT A-4**

**EQUIPMENT**

This exhibit has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to provide such information to the Securities and Exchange Commission upon request.

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**EXHIBIT A-5**

**INTANGIBLE PERSONAL PROPERTY**

This exhibit has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to provide such information to the Securities and Exchange Commission upon request.

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**EXHIBIT A-6**

**GCEDC AGREEMENTS**

This exhibit has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to provide such information to the Securities and Exchange Commission upon request.

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**EXHIBIT B**  
**FORM OF DEED**

This exhibit has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to provide such information to the Securities and Exchange Commission upon request.

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**EXHIBIT C**  
**FORM OF ASSIGNMENT AND BILL OF SALE**

This exhibit has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to provide such information to the Securities and Exchange Commission upon request.

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**EXHIBIT D**

**FORM OF ASSIGNMENT AND BILL OF SALE (STAMP SUBSTATION)**

This exhibit has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to provide such information to the Securities and Exchange Commission upon request.

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**EXHIBIT E**

**FORM OF ASSIGNMENT AND ASSUMPTION OF AGREEMENTS**

This exhibit has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to provide such information to the Securities and Exchange Commission upon request.

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**Plug Power Executes \$132.5 Million Definitive Agreement with Stream Data Centers as First Step in \$275 Million Strategic Infrastructure Optimization Initiative**

*First of three phases of targeted strategic infrastructure optimization initiative*

**SLINGERLANDS, N.Y., February 26, 2026** — **Plug Power Inc.** (NASDAQ: PLUG), a global leader in comprehensive hydrogen solutions for the hydrogen economy, today announced it has entered into definitive agreement with Stream Data Centers, a time-tested hyperscale data center developer and operator with over 25 years of experience delivering high performance compute. The agreement advances Plug’s previously announced initiative to generate more than \$275 million in liquidity improvement through a combination of asset monetization, release of restricted cash, and reduced maintenance expenses.

Under the executed agreement, Plug expects to receive gross proceeds of at least \$132.5 million, with total proceeds of up to \$142 million depending on the timing of closing and certain asset-removal conditions. The transaction includes Plug’s interest in the Project Gateway site in New York, comprising the land and associated infrastructure, select substation-related assets, and the assignment of certain related agreements. This asset sale is expected to close on or before the end of June 2026, subject to customary closing conditions, with a long-stop closing date of June 30, 2026. Stream Data Centers will provide a \$6 million deposit in connection with the transaction.

The transaction is part of a larger proposed development by Stream Data Centers at the STAMP industrial park with an environmentally friendly and a water-efficient air-cooled design, and a low noise profile. Stream Data Centers' development will utilize existing infrastructure and power allocations, to avoid any potential cost impact to local communities. Furthermore, Stream Data Centers is proactively investing in the local community as part of the development.

This transaction allows Plug to unlock value from existing assets and maintain focus on hydrogen production and fuel cell deployment. Two additional initiatives are expected in 2026, with anticipated aggregate proceeds of more than \$275 million.

“This agreement reflects Plug’s disciplined approach to capital management and strategic execution,” said Jose Luis Crespo, President and Chief Revenue Officer of Plug. “By optimizing our assets and unlocking value from existing infrastructure, we are strengthening liquidity, enhancing financial flexibility, and positioning Plug to participate in meaningful infrastructure growth opportunities.”

As U.S. data center expansion accelerates to meet rising demand, access to reliable and scalable power solutions remains critical. Plug’s agreement with Stream is the first step in aligning its power infrastructure capabilities with one of the fastest-growing segments of the domestic energy market while reinforcing its commitment to execution and capital efficiency.

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## **About Plug Power**

Plug is building the global hydrogen economy with a fully integrated ecosystem spanning production, storage, delivery, and power generation. A first mover in the industry, Plug provides electrolyzers, liquid hydrogen, fuel cell systems, storage tanks, and fueling infrastructure to industries such as material handling, industrial applications, and energy producers, advancing energy independence and decarbonization at scale.

With electrolyzers deployed across five continents, Plug leads in hydrogen production, delivering large-scale projects that redefine industrial power. The company has deployed over 74,000 fuel cell systems and 275 fueling stations and is the largest user of liquid hydrogen. Plug is rapidly expanding its generation network to ensure reliable, domestically produced supply, with hydrogen plants currently operational in Georgia, Tennessee, and Louisiana, capable of producing 40 tons per day.

With employees and state-of-the-art manufacturing facilities across the globe, Plug powers global leaders like Walmart, Amazon, Home Depot, BMW, and BP.

For more information, visit [www.plugpower.com](http://www.plugpower.com).

## **About Stream Data Centers**

Stream Data Centers is a high-growth developer and operator of wholesale data center colocation capacity and build-to-suit facilities for hyperscale and enterprise users in major markets across the United States. For more than 25 years, Stream has set new standards for innovation, operational excellence and sustainability in the data center industry, acquiring, developing and managing complex data center projects for the world's most demanding users, with over 90% of its inventory leased to Fortune 100 customers. Stream's dedicated site development entity, Headwaters, continues to build a dedicated land bank of attractive site locations, while Stream provides energy strategies with a focus on reducing market risk and supplying cost-effective renewable energy options.

## **FORWARD-LOOKING STATEMENTS**

This press release contains “forward-looking statements” within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. All statements in this press release that are not historical facts, including, without limitation, statements regarding Plug’s expectations, goals, plans, outlook or prospects, including expected gross proceeds and total proceeds from the transaction, the timing and likelihood of closing, the Company’s broader electricity asset monetization strategy and anticipated benefits, expected liquidity improvement, the Company’s ability to execute its business strategy, and other statements regarding future operating results, financial condition, performance, prospects, and opportunities, are forward-looking statements. These forward-looking statements are based on current expectations, estimates, forecasts and projections and the beliefs and assumptions of management and are subject to a number of risks and uncertainties that could cause actual results to differ materially from those reflected in such statements. These risks and uncertainties include, among other things: the Company’s ability to satisfy closing conditions and complete the transaction on the anticipated terms or at all; the Company’s ability to realize anticipated benefits from the transaction; general market, economic, competitive and regulatory conditions; the effectiveness of the Company’s strategic initiatives, including the electricity asset monetization strategy; risks associated with the data center market and demand for power solutions; the Company’s ability to manage costs and liquidity; risks related to the Company’s future capital requirements and liquidity needs; and other factors detailed from time to time in the Company’s filings with the Securities and Exchange Commission (the “SEC”), including the Company’s Annual Report on Form 10-K for the year ended December 31, 2024, subsequent Quarterly Reports on Form 10-Q, and other reports filed with the SEC.

Forward-looking statements speak only as of the date they are made, and Plug disclaims any obligation to update or revise these forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

## **Plug Media Contact**

Teal Hoyos  
[media@plugpower.com](mailto:media@plugpower.com)

Source: Plug Power

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