

AGREEMENT ON ZONING AND PRELIMINARY LAND LEASE

PARTIES

City of Porvoo
Y 1061512-1
PL 23, 06101 Porvoo
hereinafter referred to in this Agreement as the "City"

City Board x.x.2024 §, decision is legally valid

Plug Power Europe SAS
hereinafter referred to in this Agreement as "Plug Power"

BASIS FOR THE AGREEMENT

The City of Porvoo owns most of the plot designated by plot code 638-469-19-30 in Tolkkinen at Merilinja 2, Porvoo. The size of the area is approximately 75 000 m², see annex1. The local detailed plan of the Port of Tolkkinen (old building plan) is valid on the plot (the "Plot") as identified in the attached map. According to the plan, this is the Port Area (LS), where buildings and equipment necessary for the Port's operations, such as quays, parking spaces, etc., may be built. According to the plan as it is now, the building efficiency is 0.25. An area of approximately 20,000 m² in the southern part of the plot has been leased to NCC Industry Oy for storage, support functions and crushing of rocks. This lease agreement with NCC Industry Oy is valid until 31.12.2027.

The City also owns the unplanned area south of the plot. NCC Industry Oy has the right to extract rocks from the area. The rocks must be excavated in its entirety within 15 years of receiving a legally valid official permit for quarrying and crushing or a permit that otherwise enables the start of work.

Plug Power is investigating the possibility of installing and operating a newbuilt green electrolysis plant in Tolkkinen port area on the Plot. The proposed Plug Power facility will be a greenfield development on derocked land, currently owned by the City. Investigated hydrogen off-take methods are by special hydrogen trailer road transport and via a planned pipeline to the nearby refinery and chemical industries, located across the bay. Electrical power accessibility is also under investigation. Plug Power is investigating if an installed electrolysis capacity of 40 MW is feasible. This would require a power interconnection able to deliver up to 50 MW. Plug Power is also investigating more land options, to see if the conditions would support a larger electrolysis capacity on a larger plot area later.

AGREEMENT AREA

Most of the Plot (638-469-19-30) located in Tolkkinen, City of Porvoo, at Merilinja 2. As shown in Annex1.

PURPOSE OF THE AGREEMENT

The purpose of the agreement is that the City and Plug Power agree on,

- the technical support by Plug Power for the zoning and change of the local detailed plan for the Plot.

and

- the reservation of the Plot.

The parties are aware that the preparation to change the local detailed plan that is about to begin will not necessarily lead to the approval of the plan and that, as a result, neither party has the right to receive or demand compensation.

TERMS

1. The City will start the process of zoning and changing the local detailed plan for the Plot as soon as the democratic decision-making process is over. The goal is to have the zoning and change of the local detailed plan completed in 2025.
2. The City will take care of the administrative procedure of the zoning including the zoning management and the city planning and related topics while Plug Power is responsible for the technical studies performed by consultants hired by Plug Power for this purpose (preparation and processing of the new local detailed plan; studies and impact assessments required by the Land Use and Building Act (Land Use Act) for the change of the detailed plan ; studies and impact assessment required for the implementation of the project otherwise; preparation of the base map.)
3. In consideration of Plug Power taking care of the technical studies, the City herewith undertakes to exclusively reserve the Plot for the benefit of Plug Power for a period of 5 years without compensation. During such period i) Plug Power will pursue feasibility studies in relation to its project and ii) the City will not initiate nor participate in any discussions or negotiations with any third party concerning the possible acquisition, lease or use of the Plot. Plug Power undertakes to notify immediately the City, if Plug Power does not pursue its project. This notification shall not give any indemnification right to any party hereto. The parties agree that no payment whatsoever shall be due by a party to the other as a result of the present section.
4. Upon successful zoning of the Plot and positive result of Plug Power's project feasibility study, the City undertakes to give to Plug Power the option to rent the Plot at market price. Once the zoning is completed, an impartial third party (realtor) makes an estimate of the market price and the city then calculates a rent based on a percentage of the market price. In 2024, the percentage is 7% of the purchase price of a plot at market price. It is therefore not legally possible for the city to overprice land, but also not legally possible for the city to underprice land.
5. The lease term shall be 30 years.

6. The leasing of Plot follows the clause 9 of the of the City's general terms and conditions for plot transfer as attached hereto in Annex2. The City agrees that Plug Power shall nevertheless be entitled to transfer the leased Plot to an affiliate of its group.
7. The parties are aware that the project requires sufficient electricity network and water and sewage capacity.
8. The City confirms that a part of the area has been leased to NCC Industry Oy for storage, support functions and crushing of rocks until end of 2027, and a timely release of this area must be negotiated with NCC if building of Plug Power's plant is to start prior to this. The negotiating parties will be Plug Power and NCC, but the City will support the negotiations. The parties are aware that if Plug and NCC do not find an agreement, the project could be delayed or jeopardized.

ENTRY INTO FORCE AND BINDING NATURE OF THE AGREEMENT

This agreement shall become binding on both the City and Plug Power after this agreement has been signed and the City's decision approving this agreement has become final.

This agreement is valid until 30.06.2027.

We accept this Agreement and undertake to fulfil its terms.

Annex1: Map of the area

Annex2: City's general terms and conditions

This Agreement has been drafted (2), one for each party.

Porvoo x.x.2024

CITY OF PORVOO

PLUG POWER EUROPE SAS

Benjamin Haycraft, EVP

Annex1

