

GEOTHERMAL INSTALLATION AGREEMENT

Date:

Contractor ("Contractor")	Client:
Green Energy Solutions, LLC	
An Oklahoma Limited Liability Company	A(n)
265 Industrial Blvd	
Goldsby, OK 73093	
Email: micayla.green@ges.energy	Email:

This Geothermal Installation Agreement ("Agreement") is made and entered into on and effective the date set forth above.

AGREEMENT

Now therefore, in consideration of the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Contractor and Client agree as follows:

1. Definitions. The following defined terms shall apply in this Agreement and the Exhibits and attachments incorporated in this Agreement:

"Claims" shall have the meaning set forth in paragraph 7, below.

"Compensation" shall mean the sum payable by Client to Contractor under the SOW.

"Goods" shall mean the tangible goods, materials and supplies purchased by Contractor under the terms of the SOW.

"Green Group" shall mean the Contractor, its parent company, subsidiaries, and affiliates, and each of their respective owners, officers, directors, managers, employees, agents, and consultants.

"Modifications" shall have the meaning set forth in paragraph 5.1 below.

"Owner" shall have the same meaning as "Client" as defined above.

"Parties" shall mean Contractor and Client entering into this Agreement.

"Project" shall mean the design, construction, installation, and operation of a facility intended for the production, distribution, and utilization of geothermal energy for heating

and/or cooling applications. The specific project referenced herein is the Will Rogers Elementary – HVAC East as further described in the Scope of Work.

“Schedule” shall mean the time for performance set forth in the SOW.

“SOW” shall mean the Statement of Work between Contractor and Client entered into pursuant to this Agreement.

“Services” shall mean the goods, work, labor, equipment and services to be performed by Contractor pursuant to this Agreement under its SOW.

“Work Product” shall have the meaning set forth in paragraph 3.3.

2. Exhibit 1. Attached to this Agreement is Exhibit 1, the Statement of Work (“SOW”) as agreed by the Parties, whose terms are incorporated herein by this reference. Exhibit 1 contains information related to the scope of the Services, Compensation, Schedule and other unique terms relating to the Services. To the extent that any term of Exhibit 1 is inconsistent with this Agreement, the terms of Agreement shall prevail.

2.1 Scope of Services; Goods and Materials. The Scope of Services is described in Exhibit 1 to this Agreement. Contractor agrees to perform the Services on the terms and conditions of this Agreement and the SOW. To the extent required by Exhibit 1, Contractor will provide Goods as part of the Services. Contractor acknowledges that it has reviewed and is familiar with the requirements of the Prime Contract and will perform the Services in accordance with those requirements, this Agreement and the SOW. Contractor will comply with all applicable provisions of this Agreement. Contractor will furnish all necessary equipment, machinery, tools and apparatus, and other means of construction and Contractor shall do all of the labor, services and work and furnish all of the Goods in the manner specified and called for in the Services in every detail. Unless specified in this Agreement, Contractor shall be responsible for, and shall pay for, every aspect of the Services, including but not limited to all permits, licenses, materials, equipment, labor, supplies and any required professional services necessary to the performance of the Services.

2.2 Compensation. The compensation to be paid to Contractor for the Services is set forth on Exhibit 1.

2.2.1 Invoices. Contractor shall submit invoices to Client on a monthly basis or as otherwise required. Such invoices will represent the value of the completed Services as of the date of the Invoice. At a minimum, invoices will a) reference the Project by name, b) include a summary of the Contractor’s current and prior billings and total agreed compensation, and c), allocate the Contractor’s costs in the current and prior billings to each task included in the Services.

2.2.2 Progress Payments. Progress payments to Contractor will not constitute acceptance of the work performed under the SOW.

2.2.3 Final Payment. Within 30 calendar days of the completion of Services, Contractor will submit a final invoice to Client and will notify client in writing that the Services

are complete and that final payment is due. If all other provisions of this Agreement have been fulfilled, Client will make final payment.

2.3 Schedule. Unless a notice to proceed is required by Exhibit 1, Contractor shall commence its Services at such time as coordinated with Client and proceed in accordance with the Schedule described in Exhibit 1.

3. Obligations of Contractor.

3.1 Project Files. Contractor will maintain Project files during the performance of the Services. Contractor is expected to maintain these records for a period of three (3) years after completion of the Project.

3.2 Lower Tier Subcontractors. Contractor will bind all lower tier subcontractors to the provisions of this Agreement.

3.3 Permits, Licenses and Fees. Contractor and any potential subcontractor, at its sole cost and expense, will obtain and pay for all permits and licenses and will issue all necessary notices required by law that are associated with the Services.

3.4 Cooperation with Prime and Others. Contractor will work cooperatively with, Client, and others involved in the Project and will comply with all policies, practices, and other requirements of Client as may be reasonably established in connection with overall management and administration of the Project.

3.5 Diligence and Differing Conditions. Contractor represents that it has made itself familiar with all of the terms, conditions, and obligations of the SOW, the Project site, and the conditions under which the Work is to be performed, and that Contractor is entering into this Agreement based upon its own investigation of all such matters. Contractor assumes all risks of differing site conditions at the Project and affirmatively states that it has done its own investigation of the site and is not relying on any report or investigation provided to it by Client.

3.6 Safety. Contractor is solely responsible for the health and safety of its representatives, employees and its subcontractors. Contractor will comply with any Client health and safety plan. Contractor will comply with all applicable federal, state and local laws and regulations related to health and safety.

3.7 Codes, Laws and Regulations. Contractor will comply with all applicable codes, laws, regulations, standards, and ordinances applicable to the Services during the term of this Agreement.

4. Obligations of Client.

4.1 Access, Review and Coordination. Client will:

4.1.1 make reasonable arrangements with Contractor for Contractor's access to the facilities and property of the Project as is required to perform the Services;

4.1.2 give Contractor prompt notice whenever Client observes or otherwise becomes aware of any development that affects the SOW or Schedule, or any defect in the Services; and

5. Changes and Delays.

5.1 Changes in Scope of Work. Contractor may, by mutual written agreement only, make changes, revisions, additions, or deletions ("Modification") in the SOW. If any Modification results in a material addition or deletion in the SOW, an equitable adjustment in Compensation to the Contractor and Schedule will be negotiated. Contractor will not proceed with any changes unless Contractor has filled out and appropriately submitted Exhibit 2 and received a fully executed copy back from Client. If Contractor becomes aware of or has knowledge of any Modifications that were not agreed in advance as specified herein, Contractor will immediately notify Client and will request written directions on how to proceed.

5.2 Suspension of Services. Contractor may, upon written notice from Client, suspend, delay, or interrupt all or part of the Services. If such suspension or delay continues for ten (10) days or less, Contractor shall not be entitled to any change in Compensation. For suspensions or delays exceeding ten (10) days, the Parties shall mutually agree on an equitable adjustment to the Schedule and, if appropriate, to Compensation. Contractor shall resume the Services promptly upon written notice from Client.

5.3 No Fault Delays. Contractor is not responsible for delays caused by force majeure factors beyond its reasonable control including, but not limited to, strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, epidemic or pandemic, failure of any governmental or regulatory authority to act in a timely manner.

6. Warranties. The Services provided by Contractor under this Agreement will be performed in manner consistent with that degree of care and skill ordinarily exercised by members of the same industry currently practicing under similar circumstances at the same time and in the same place as where the Services are performed. Contractor will make revisions to or re-perform any work not meeting this standard without additional compensation or adjustment in Schedule. Contractor shall provide the Services in a competent, good and workmanlike manner, using new materials unless otherwise specified in Exhibit 1, and such work shall comply in all respects with this Agreement, Exhibit 1, all safety standards and any applicable state, federal or local law, regulations and rules.

7. Indemnification.

7.1 Contractor Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Client from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from Contractor's negligent acts or omissions, or those of its employees, agents, or subcontractors, in connection with the performance of the Services, but only to the extent caused by such acts or omissions. Contractor's obligations under this Section shall not extend to claims arising from the negligence or willful misconduct of Client or any other third party.

7.2 Client Indemnity. To the fullest extent permitted by law, Client shall indemnify, defend, and hold harmless Contractor and its employees, officers, directors, agents, and subcontractors from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from (i) bodily injury, sickness, disease, or death, or (ii) damage to or destruction of tangible property, other than the Services themselves (collectively, "Claims"), but only to the extent caused by the negligent acts or omissions of Client or anyone for whose acts Client may be liable.

8. Parties Insurance.

8.1 Contractor's Insurance. Contractor shall, at its own expense, obtain and maintain throughout the duration of this Agreement all insurance coverage reasonably necessary and appropriate for the nature of the geothermal work to be performed. Upon request, the Contractor shall provide certificates of insurance evidencing compliance with this provision

8.2 Client's Insurance. Client shall maintain, at its own expense, property and liability insurance coverage sufficient to protect its interests in the project site, the geothermal system, and any existing structures or improvements. Such insurance shall cover risks of loss or damage during installation and operation of the geothermal system. The Client's insurance shall also provide coverage for any liability arising from conditions or operations at the site that are outside the Contractor's control.

9. Termination.

9.1 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time by providing written notice to the other party. Such notice shall specify the extent of the termination and the effective date, which shall be no less than thirty (30) days from the date of the notice. On the effective date thereof, Contractor shall stop all services and place no further orders or subcontracts, and terminate work orders and subcontracts outstanding. Client shall reimburse Contractor for reasonable expense (not including any lost profits or opportunity) necessarily incurred by Contractor as a direct result of the client's termination for convenience. Contractor will not be entitled to compensation on Services not performed.

9.2 Termination for Breach. Client may, by written notice, terminate all or any part of this Agreement if Contractor is in breach of this Agreement. Termination will become effective upon five (5) days written notice unless Contractor cures the breach conditions or provides satisfactory evidence to Client that such breach will be corrected as quickly as possible to Client's sole satisfaction.

10. Mediation/Arbitration. The Parties agree to submit disputes arising under this Agreement first to non-binding mediation unless the Parties mutually agree otherwise. If the mediation is unsuccessful or has not occurred within thirty (30) days of notice of dispute by either party, mediation shall be deemed waived. Any dispute not resolved in mediation may, by mutual agreement of the Parties, be submitted to arbitration. In the absence of mutual agreement, the Parties may resort to litigation.

11. Limitation of Liability. In no event will either party be liable for any special, indirect, or consequential damages, including, without limitation, damages or losses in the nature of increased costs, loss of revenue or profit, lost production, or for governmental fines or penalties, or, when

applicable, in relation to any license or other right granted under this Agreement. Other than with respect to confidentiality, nondisclosure, and nonuse obligations, Client and Contractor each agree that there shall be absolutely no personal liability on the part of any of their respective members, partners, officers, employees, directors, agents, authorized representatives, or affiliates for the payment of any amounts due hereunder, or performance of any obligations hereunder. Under no circumstances will Client's liability to Contractor with respect to this Agreement, whether in contract, tort or otherwise, exceed the amount of Compensation under this Agreement.

12. Confidentiality. If the Parties have entered into a separate Non-Disclosure or Confidentiality Agreement, such agreement shall remain in effect with respect to the Services and the terms of this Section shall be in addition to the terms of such agreement. Unless approved in advance by Contractor, all documents, reports, disclosures, plans and other information of any nature and description obtained by Contractor in the performance of the Scope of Services hereunder, and not classified as public information by the Client, will be strictly confidential and will not be disclosed to any third party, either during Contractor's performance of the Services or thereafter, except as may be necessary in order to perform the Services.

13. Ownership of Documents. All of the work product of Contractor developed under this Agreement shall become and remain the property of Contractor. Any reuse or modification of Contractor's work products by Client for purposes outside this Agreement without Contractor's written permission will be without liability to Contractor.

14. Hazardous Environmental Conditions. In the event Contractor encounters hazardous environmental conditions, it shall immediately notify Client. Contractor shall suspend performance only as directed by Client except that Contractor may suspend performance to the extent necessary to protect against potential bodily injury or property damage and to comply with any applicable environmental, health or safety laws.

15. Miscellaneous.

15.1 Independent Contractor. Contractor is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. Contractor will be solely responsible for the means and methods for carrying out the scope of services and for the safety of its employees. Neither party will be deemed to be a partner, agent, employee or joint venture partner with the other party or give any other agency authority to act for or otherwise bind the other party in any manner. Nothing contained in the Agreement will create any additional relationship between the Client and Contractor.

15.2 Assignment. Neither party will assign any rights under or interest in this Agreement without the prior written consent of the other.

15.3 Expenses and Fees. In the event of any legal suit or action brought to enforce or concerning this Agreement, the prevailing party shall recover such reasonable amount for investigation costs, attorneys' fees, and expert witness fees, as may be set by the arbitrator or court.

15.4 Governing Law and Jurisdiction. This Agreement shall be interpreted, construed, governed and enforced in accordance with and under the laws of the state of Oklahoma. Any arbitration proceeding shall take place in Payne County, Oklahoma. Any suit or other

proceeding shall be brought in the District Court of Payne County, Oklahoma or in the United States District Court for the Northern District of Oklahoma.

15.5 Severability and Survivability. If any of the provisions in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15.6 Waiver. The waiver of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law will not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fees which may become due hereunder will not be deemed to be a waiver of any preceding breach or violation of any term, covenant, or condition of this Agreement or any applicable law or ordinance.

15.7 Entire Agreement. This Agreement, including its attachments and exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement and its attachments and exhibits will not be modified except in a writing executed by both parties.

15.8 Counterparts. This Agreement may be executed in multiple counterparts.

{Signature page to follow}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written by their respectively authorized officers or representatives.

“Contractor”

Green Energy Solutions, LLC


Authorized Signature

By: Kal Snodgrass
Printed or typed name of person signing

Title: General Counsel
Title of person signing

“Client”

Authorized Signature

By: _____
Printed or typed name of person signing

Title: _____
Title of person signing

Exhibit 1

Statement of Work

Scope of Work

The Contractor shall furnish all labor, materials, equipment, tools, supervision, and services necessary to complete the HVAC repair and replacement work at the Project Site in a good and workmanlike manner, in strict accordance with the Bid Proposal, industry standards, and applicable laws. All geothermal-related work shall be performed by licensed Journeyman geothermal technicians. All work shall comply with the Oklahoma Uniform Building Code, local ordinances, and manufacturer's specifications.

Included Items:

1. Replacement of RTU #3 (Rooftop): Address bad compressor, refrigerant empty. Estimated Cost: \$10,000.
2. Replacement of RTU #5 (Rooftop): Address failed smoke detector, unsafe. Estimated Cost: \$8,000.
3. Repair of Library - East Unit (Second Floor): Condensate line rework. Estimated Cost: \$4,000.
4. Repair of Hallway 4 Unit (Second Floor): Unsafe access, valve/strainer repair (includes rebuilding access door). Estimated Cost: \$3,000.
5. Repair of RTU #1 (Rooftop): Fuse, Yaskawa reset, refrigerant charge. Estimated Cost: \$6,500.
6. Repair of RTU #2 (Rooftop): Compressor/refrigerant issues. Estimated Cost: \$6,000.
7. System-Wide Condensate Drain Rework (Building-Wide): Re-piping with proper slope. Estimated Cost: \$8,000.

Total Contract Price: \$45,500 (Fixed price, inclusive of labor, materials, equipment, transportation, and disposal of removed units. Excludes sales taxes, permits, or costs arising from unforeseen site conditions not identified in the Bid Proposal. Any such exclusions shall be addressed via Change Order. The total value of work under this Contract shall not exceed \$45,500.)

The Contractor shall provide all necessary permits and ensure safe access to the Project Site during performance.

Exhibit 2
Change Order Template

Project Name:
Change Order Number:
Date:

Description of Change: This Change Order modifies the scope of work, timeline, and/or compensation as outlined in the original agreement and any previous amendments or addenda for the above-referenced project. The following changes are requested:

1. Scope of Work Changes:

2. Reason for Change:

3. Impact on Timeline:

- o Original Completion Date:
- o Revised Completion Date:
- o Comments:

4. Impact on Compensation:

- o Original Contract Amount: \$
- o Adjustment Amount (Increase/Decrease): \$
- o Revised Contract Amount: \$

Authorization:

By signing below, both parties agree to the changes described in this Change Order. All other terms and conditions of the original agreement and any prior amendments remain in full force and effect.

Contractor:

Signature: _____
Name: _____
Title: _____
Date: _____

Client:

Signature: _____
Name: _____
Title: _____
Date: _____

***** For this Change Order to be valid, this must be signed by Client and sent to micayla.green@ges.energy and scottm@bhborinq.com for approval. A signed copy, if approved, will be returned to the Client. *****