

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "MOA"), dated as of 5-29-25 sets forth certain nonbinding understandings and binding agreements between Green Energy Solutions, LLC (the "Assignor"), an Oklahoma Limited Liability Company, and Stillwater Public Schools (the "Assignee"), the Stillwater Public School District, relating to the proposed assignment of certain Compressed Natural Gas (CNG) conversion equipment (the "**CNG Equipment**"), for Assignee's vehicles. CNG Equipment includes, but is not limited to the following:

- Compressed Natural Gas Conversion Kits;
- Compressed Natural Gas Compressors including a 3-year warranty;
- Compressed Natural Gas Storage Vessels; and
- Compressed Natural Gas Slow-Fill Stations;

Included in the assignment is the installation of the CNG Equipment stated above (the "**Proposed Transaction**"). The Assignor and the Assignee are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

1. MOA Subject to Definitive Agreement. This MOA is for discussion purposes only, and is not intended to constitute a legally binding or enforceable agreement or commitment on either Party, except for Section 3 which shall be binding on the Parties in accordance with its terms.

2. Nonbinding Understandings. This Section 2 sets forth the nonbinding understandings of the Parties with respect to the Proposed Transaction. It is the present intention of the Parties that Assignee would purchase for no upfront cost but is obligated to perform any and all necessary maintenance on the CNG Equipment in a good faith manner, and Assignor would provide the certain CNG Equipment including the installation of the CNG Equipment on the stated terms and conditions set forth in this Section 2, while retaining ownership of the CNG Equipment subject to Section 2(d). These terms are based upon information currently available. They do not reflect all the material terms of the Proposed Transaction but provide a basis for negotiating the Definitive Agreement (as defined below).

(a) Definitive Agreement. The Parties intend to negotiate a formal written agreement that would govern the Proposed Transaction ("**Definitive Agreement**"). Binding obligations with respect to the Proposed Transaction shall only arise upon the execution of the Definitive Agreement by both Parties.

(b) Price. The proposed price for the purchase and installation of the CNG Equipment would be \$0, contingent on Assignee's responsibility for any and all of the necessary maintenance required for the CNG Equipment as reasonably and necessarily determined. Assignee shall show Assignor as owner of the equipment on all tax reports and returns during the period of this Agreement. Assignee shall cooperate with Assignor in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits & Deductions.

(c) Quantity. The proposed quantity of goods purchased and installed will include, but is not limited to:

31 Compressed Natural Gas Vehicles;

1 Compressed Natural Gas Compressor(s) including a 3-year warranty;

1 Compressed Natural Gas Storage Vessel(s); and

34 Compressed Natural Gas Slow-Fill Stations

(d) Ownership. The CNG Equipment's ownership will be retained by the Assignor for no longer than a period of 5 years from the date of installation, unless otherwise mutually agreed upon by both Parties. At the expiration of 5 years from date of installation, unless otherwise mutually agreed upon by both Parties, the ownership will transfer to the Assignee at no additional cost.

(e) Customary Provisions. The Definitive Agreement will contain such covenants, conditions, indemnities, representations and warranties as are customary for this type of transaction and as the Parties would mutually agree.

3. Binding Agreements. This Section 3 shall constitute a legally binding and enforceable agreement between the Parties. In consideration of the significant expenses that the Parties will incur in pursuing the Proposed Transaction and drafting and negotiating the Definitive Agreement, the Parties agree as follows:

(a) Good Faith Negotiations. The Parties shall negotiate in good faith and use their reasonable and best efforts to bring about the execution and delivery of the Definitive Agreement at the earliest practicable time.

(b) Due Diligence. Conclusion of the Proposed Transaction is subject to completion of a due diligence investigation by the Parties. Each Party agrees to provide representatives of the other Party with reasonable access to such information and such individuals as the other Party may reasonably request in order to carry out its due diligence investigation.

(c) Costs and Expenses. Each Party shall be responsible for all of its costs and expenses associated with pursuing the Proposed Transaction, including without limitation (i) the performance of its obligations under this MOA, (ii) conducting its due diligence investigation, and (iii) drafting and negotiating the Definitive Agreement.

(d) Term and Termination. The rights and obligations of the Parties contained in this MOA shall expire upon the execution of the Definitive Agreement. Either Party may terminate this MOA after 21 calendar days from the date of this MOA without any obligation or liability to the other Party, provided however that Section 3(f) and Section 3(g) shall survive such termination.

(e) Governing Law. This MOA shall be governed by and construed in accordance with the internal laws of the state of Oklahoma, without giving effect to any choice or conflict of law provision or rule (whether of the state of Oklahoma or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Oklahoma.

(f) No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this MOA.

(g) No Assignment. Neither this MOA, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party.

(h) Counterparts. This MOA may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

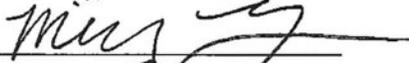
IN WITNESS WHEREOF, the Parties hereto have executed this MOA as of the date set forth above:

By: _____

Name:

Title:

Green Energy Solutions, LLC

By: 

Name: Patricia Green

Title: In-house Counsel