



**Memorandum of Agreement
Between
Tango Flight, Inc.
and Stillwater Public Schools
To Begin an Aircraft Build Program in the 2026-27 School Year**

This Memorandum of Agreement ("Agreement") is entered into between TangoFlight, Inc. ("TFI"), a Texas not-for-profit corporation organized under section 501(c)(3) of the Internal Revenue Code, and Stillwater Public Schools (the "District"), a public governmental entity. The purpose of this Agreement is to establish a collaborative educational program involving the construction of a modern FAA-certified Experimental Light Sport Aircraft ("Aircraft"). This Agreement shall become effective ("Effective Date") on May 15, 2026 and is intended to be a legally binding contract between the parties, outlining their respective roles, responsibilities, and commitments to ensure a successful education initiative.

I. MISSION AND PURPOSE: TFI is dedicated to advancing STEM education by providing school districts with a proprietary curriculum integrated with practical, hands-on aircraft construction projects. TFI's mission is to offer students a transformative educational experience that combines innovative classroom instruction with the real-world application of building a fully functional aircraft. Through this program, TFI aims to inspire interest in aviation, engineering, and related fields while fostering skills in teamwork, problem-solving, and technical proficiency. TFI achieves this by raising and managing resources to support student opportunities in aviation related projects and educational activities. By entering this Agreement, the District acknowledges the value of this program in enhancing its educational offerings and commits to implementing it in a manner that aligns with TFI's mission.

II. PARTIES AND CONTACT INFORMATION: TFI's principal place of business is located at 611 South Church Street, Georgetown, TX 78626. The District's principal office is located at 314 S. Lewis St. Stillwater, OK 74074. Each party agrees to maintain open communication throughout the term of this Agreement and to promptly notify the other of any changes to their contact information or key personnel involved in the program.

III. DISTRICT'S IMPLEMENTATION OF THE PROGRAM: The District recognizes that participation in TFI's STEM curriculum and aircraft build program will provide significant educational benefits to its students, including exposure to aviation principles, engineering concepts, and practical skills development. Accordingly, the District agrees to establish and administer a STEM educational program focused on the construction of the Aircraft by its students. The District shall have full responsibility for: (a) Selecting and preparing appropriate facilities, such as a dedicated workshop or hangar space, equipped with necessary safety features and accommodations for student activities; (b) Acquiring or providing tools, equipment, and materials required for the project beyond those supplied by TFI; (c) Developing and enforcing program policies and procedures, including safety protocols, student enrollment criteria, and supervision guidelines; and (d) Managing the day-to-day operations of the program in its sole discretion, ensuring compliance with all applicable local, state, and federal laws, including those related to education, safety, and student welfare. TFI will support the District in these efforts through the provision of curriculum, training, and technical assistance as detailed below, but ultimate authority over the program's implementation within the District rests with the District.

IV. TERM AND TERMINATION: A. Term: This Agreement shall commence on the Effective Date and remain in full force and effect until the District provides written notice to TFI of its intent to terminate the Tango Flight program within the District. Termination shall not affect any ongoing obligations related to incomplete aircraft builds or financial commitments. Upon successful completion and sale of the final Aircraft under construction, TFI shall refund the Partnership Fee deposit to the District, subject to the conditions outlined in this Agreement.

B. Inspections and Notifications: To maintain quality standards, safety, and project timelines, TFI reserves the right to conduct inspections of the Aircraft at reasonable times during the construction process, with reasonable notice to the District where practicable. TFI will document and share all inspection findings with the District in writing, including any concerns or recommendations for corrective action. Upon completion of the Aircraft construction, TFI will issue a written notification to the District confirming project completion, FAA airworthiness certification, and the proposed date for TFI to recover possession of the Aircraft. The District agrees to cooperate fully with these inspections and notifications to facilitate a smooth process.

C. Display Period: Following construction completion and FAA certification, TFI shall grant the District a reasonable period—typically one to two months, but subject to mutual agreement based on scheduling and logistical considerations—for the District to display the Aircraft publicly, conduct exhibitions of the STEM program, and host related events such as student flights, media opportunities, or community demonstrations. This period is intended to maximize the educational and promotional value of the project for the District.

D. Ownership and Custody Transfer: At all times, TFI retains full legal ownership of the Aircraft, including all kits, parts, components, and assemblies provided under this Agreement. Upon TFI's written demand, which may occur at project completion or earlier if necessary (e.g., due to program termination or safety concerns), the District shall promptly transfer custody of the Aircraft and all related materials to TFI. This ensures TFI can manage the final fly-off, certification, and sale processes efficiently.

V. ROLES AND RESPONSIBILITIES: The success of this program relies on clear delineation of responsibilities between TFI and the District. The following outlines the commitments of each party to promote a collaborative and effective educational experience.

A. TFI's Obligations: TFI agrees to provide the following support and resources to enable the District's implementation of the program:

- 1. Proprietary STEM Curriculum:** A comprehensive, proprietary curriculum including academic modules, lesson plans, and instructional materials designed to develop student proficiency in STEM, aerospace concepts and FAA rules and regulations. This curriculum emphasizes safety, teamwork, and practical skills, culminating in the safe and efficient construction of the Aircraft while reinforcing classroom learning objectives.
- 2. Instructor Training:** Initial in-person training, as well as ongoing refresher and continuing education sessions for District instructors, covering curriculum delivery, construction safety, build plans, logistics management, reporting requirements, and interaction with TFI support staff.
- 3. Mentor Training:** Initial and refresher training for volunteer mentors, who may include local aviation experts, industry professionals, or enthusiasts. Training will address mentor-student interactions, safety protocols, curriculum overview, build scheduling, tool usage, inventory management, and adherence to build plans.

4. **Logistics Support:** Continuous assistance throughout the build process, including tracking orders, inspecting storerooms, and assisting the instructor in managing inventory of Aircraft parts and components to ensure availability and organization.
5. **Technical Support:** Ongoing guidance on technical specifications, safety notices, updates from manufacturers or regulatory bodies, build inspections, procedures for replacing damaged components, and any additional support needed by instructors or mentors.
6. **Communication Interface:** A dedicated web-based platform for interaction between TFI, District instructors, and lead mentors, supplemented by virtual meetings to review progress, share lessons learned, and disseminate best practices across participating districts.
7. **Delivery and Recovery Logistics:** TFI shall handle the primary costs associated with delivering Aircraft kits to the District and recovering the completed Aircraft or any incomplete parts/components. TFI will cover reordering costs for damaged or broken parts up to a total of \$300.00 per build. Should damages exceed this amount, TFI will invoice the District for the excess costs, providing detailed documentation of the expenses upon request.
8. **Insurance Coverage:** Comprehensive liability insurance for all kits, parts, components, and the completed Aircraft throughout the entire educational cycle, from kit delivery to the District until the final fly-off and recovery by TFI.
9. **Aircraft Acceptance and Post-Completion Activities:** Upon completion of construction, issuance of an FAA Airworthiness Certificate, and completion of required test flights (typically 10 hours), TFI will make the Aircraft available to the District for a limited period (typically 1-2 months) for student, faculty, and administrator flights, exhibitions, media events, and other promotional activities. At the conclusion of this period, TFI will recover the Aircraft for sale, with proceeds used to support TFI's mission and refund the District's deposit as applicable.

B. District's Obligations: The District agrees to fulfill the following to ensure program success:

1. **Course of Study Development:** Establish a formal course of study within the District's curriculum framework to deliver TFI's STEM materials. Safety is of paramount importance; all participating students must complete TFI-approved safety training and pass a corresponding exam with a satisfactory score before engaging in any hands-on work in the aircraft shop area. The program shall involve high school students constructing the Aircraft under the direct supervision of District faculty, with assistance from TFI-trained local mentors.
2. **Academic Schedule and Timeline:** Design and adhere to a project schedule that targets completion of the Aircraft within a timeframe set by the District (typically 24 months from kit delivery). The District retains sole discretion to extend this timeline if needed, to accommodate unforeseen challenges such as student availability or supply issues.
3. **Partnership Fee:** Remit a one-time Partnership Fee of \$114,962.00 to TFI, representing a percentage of the initial Aircraft kit delivery cost per concurrent build. This Partnership fee consists of new Supply Chain set-up fee (\$14,962) and a REFUNDABLE PROGRAM DEPOSIT (\$100,000). This fee may be paid in full within 90 days of the Effective Date or in two equal installments: \$57,481.00 no later than July 15, 2026, and \$57,481.00 no later than July 15, 2027. A portion of this fee (\$100,000) serves as a

deposit and will be refunded to the District upon (a) termination of this Agreement, (b) completion of the final Aircraft under construction, and (c) TFI's successful sale of the Aircraft, except as modified by the Failure to Construct Clause in Section V.C.

4. **Annual Program Fee:** Pay an annual fee of \$16,873.00 to TFI on July 15 of each year during the build period, commencing on July 15, 2026. If the District elects to continue the Tango Flight program beyond the first Aircraft, this fee shall continue annually at the then-prevailing rate. The fee covers: Student Curriculum and Enhancements (\$6,000.00), Recurrent Instructor and Mentor Training (\$2,078.00), Logistics and Technical Support - Professional Services (\$4,420.00), and Program Evaluation and FAA Certification of the Completed Aircraft (\$4,375.00).
5. **Initial Training and Aviation Tools Package Fee:** Make a one-time payment of \$18,500.00 to TFI no later than June 15, 2026, to cover initial in-person instructor and mentor training (including a vertical stabilizer build exercise and operational inventory system setup assistance, valued at \$10,000.00) and required materials for student coupon projects along with an aviation-specific tools package (valued at \$8,500.00).

C. Failure to Construct Clause - Handling of Incomplete Builds: In the event that the District determines, in its reasonable judgment, that students enrolled in the program are unable to complete the coursework or Aircraft construction (e.g., due to insufficient enrollment, resource constraints, or other educational priorities), the District shall provide written notice to TFI of the District's decision to NOT COMPLETE construction of the aircraft. As a result of the failure to construct, the District forfeits its Partnership Fee and agrees to surrender all kits, parts, components, and assemblies to TFI without delay. TFI will affect recovery of the incomplete aircraft and all associated kits, parts, components, and assemblies.

VI. OWNERSHIP, AUTHORIZATION, AND DISCLAIMER

A. Ownership Rights: TFI shall retain exclusive and absolute ownership of the Aircraft, all associated kits, parts, components, and assemblies at all times during the term of this Agreement. The District acknowledges that these materials are provided solely for educational purposes to support the District's STEM program and must be returned to TFI upon project completion, program termination, or TFI's demand. The District shall not claim any ownership interest, lien, or encumbrance on these items.

B. Authorization and Disclaimer: TFI hereby grants the District and its enrolled students express authorization to perform construction work on the Aircraft as part of the educational program. TFI understands that the students involved are not licensed professionals, certified mechanics, or experienced builders but are participating to gain knowledge in aviation and engineering. Accordingly, TFI agrees to accept all good-faith construction efforts by the District, its administrators, employees, agents, staff, and students, provided the Aircraft achieves successful FAA airworthiness certification. TFI disclaims any expectation of professional-level workmanship and waives claims for minor defects attributable to the educational nature of the project, subject to compliance with TFI's build plans and safety standards.

VII. INSURANCE REQUIREMENTS

A. TFI's Insurance Responsibility: As the sole owner of the Aircraft and related materials, TFI shall procure and maintain, at its own expense, appropriate insurance coverage for its property. This includes, but is not limited to, liability insurance protecting against loss, damage, or claims arising from the ownership, use, or entrustment of the Aircraft, hangars, equipment, buildings, or other properties associated with the



construction activities. TFI shall determine the types, limits, and deductibles of such coverage in its sole discretion, ensuring it is sufficient to cover potential risks throughout the program.

B. Additional Insured Status and Notice: The District shall be named as an "additional insured" on all relevant TFI liability insurance policies. TFI's insurance carrier must provide the District with at least ten (10) days' prior written notice of any cancellation, material amendment, or modification to the policies. TFI agrees to promptly obtain renewal or replacement policies upon expiration to maintain continuous coverage, and to furnish certificates of insurance to the District upon request.

VIII. MISCELLANEOUS PROVISIONS A. Nature of Relationship: The relationship between the District and TFI is strictly that of independent entities collaborating for educational purposes as described herein. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

B. No Authority to Bind: Neither party shall have the authority to obligate, bind, or commit the other party to any agreement, debt, or liability without the prior written consent of the other party. Any such unauthorized action shall be void and unenforceable.

C. Governing Law and Venue: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Oklahoma, without regard to its conflict of laws principles. Any disputes arising under or related to this Agreement, including claims, litigation, or alternative dispute resolution, shall be resolved exclusively in the courts or appropriate venues located in Stillwater, Oklahoma.

D. Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable under the Constitution or laws of the State of Oklahoma, such provision shall be severed from the Agreement to the minimum extent necessary. The remaining provisions shall continue in full force and effect, preserving the parties' intent as closely as possible.

E. Amendments: Any modification, amendment, or waiver of any term in this Agreement must be made in writing and signed by authorized representatives of both parties. No oral agreements or understandings shall alter the written terms.

F. Preservation of Immunities: Nothing in this Agreement shall be deemed to waive, modify, or relinquish any governmental immunity, defense, or limitation of liability available to the District under the laws of the State of Oklahoma or applicable federal law. The District expressly reserves all such rights.

G. No Waiver of Breaches: The failure of either party to enforce any provision or to insist on strict performance of any obligation under this Agreement shall not constitute a waiver of that provision or any future breach. Waivers must be explicit and in writing.

H. No Third-Party Beneficiaries: This Agreement is intended solely for the benefit of the District and TFI. No third party, including students, mentors, or community members, shall have any rights, claims, or standing to enforce any provision herein or to claim beneficiary status. The parties agree to cooperate in defending against any such third-party claims.

Where S.T.E.M. Takes Flight



I. Notices: All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing and deemed effective upon: (i) personal delivery; (ii) facsimile transmission with confirmation; or (iii) mailing via certified mail, return receipt requested, postage prepaid, to the addresses or facsimile numbers provided by the parties (initially as stated in Section II, or as updated in writing).

J. Entire Agreement: This document constitutes the complete and exclusive agreement between the parties regarding the subject matter herein, superseding all prior or contemporaneous understandings, proposals, negotiations, or representations, whether oral or written. No extrinsic evidence shall be used to interpret or modify its terms unless executed in accordance with Section VIII.E.

K. Headings: The section headings in this Agreement are for convenience and reference only and shall not affect the interpretation or construction of any provision.

L. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures (e.g., via DocuSign) shall have the same legal effect as original signatures.

M. Authorization: Each party represents and warrants that it has full power and authority to enter into this Agreement, that the individual signing on its behalf is duly authorized to do so, and that this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

N. Assignment: Neither party may assign, transfer, or delegate any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any attempted assignment without consent shall be null and void.

O. No Lease Implied: This Agreement does not create any lease, rental, or occupancy rights for TFI in District facilities or property. The District retains exclusive control, supervision, and policy-making authority over its educational programs, facilities, and operations at all times.

The parties have executed this Agreement as of the dates set forth below, confirming that they have read, understood, and agreed to all terms and conditions.

UNDERSTOOD AND AGREED: STILLWATER SCHOOL DISTRICT

_____(Signature)
Tyler Bridges, Superintendent of Schools Date

TANGO FLIGHT, INC.

_____(Signature)
Dan Weyant, Executive Director Date

