

Maple Creek Land Company LTD

17067 Kinsman Road, (Route 87),
Middlefield, Ohio, 44062 Phone: + 1 216.357.9003
Email rgerity@lakewoodengineering.com



Request for Information (RFI)

CUYAHOGA COUNTY UTILITY & MICROGRIDS

Entity / Business Name, summary of services, and relevant experience

Maple Creek Land Company LTD a Municipal Franchisee Electric Service and Storage Company

Maple Creek completed four years of research and development of “MuniSmart” electric and storage systems in July 2021. During practical application benefit of use modeling, the systems capability began expanding design and construction plans for 2022-2023. The 1-20 MW Co-generation and 6MW storage franchisee facilities jointly developed with Baker Hughes generation equipment and Energy Vault US, mechanical storage technologies deliver Municipalities a turnkey reentry to residential, commercial and industrial behind the meter electricity services. The systems are engineered as a micro grid solution for modernization of grid. The combined platforms designed systems are modular, scalable, organized and constructed to facilitate behind the meter and municipal sales integration to produce electricity, store electricity, levelized peaking costs, with introduction and delivery of level 3 battery charging for fleet operations independently for Municipal projects.

MuniSmart Deliverables:

- Power/Thermal/Cooling (On Demand)
- Demand/Response
- Telecom
- Digital Access
- Blockchain equipment compatibility (Remote/Redundancy/Storage)

The systems introduce a footprint of add on site services by integrating Baker Hughes historic successes in the island mode operations of offshore oil platforms, Petrochemical plants and other Industrial power generation applications. Transitioning the most advanced offshore and onshore operations to the Municipal Market.

Offshore application of equipment is modeled with data to support economic development by service territories and industry needs for future contingencies: Level 3 charging, solar, wind plug and play equipment with compatible systems to compliment base natural gas operations.

Maple Creek and Baker Hughes two lead engineers with 60 years of combined experience decided a modernization of utilities for the benefit of the next generation included multiple electricity and storage applications for services. Industrial and Municipal engineering planning processes focused initially on the 1MW (Mega Watt) to 20MW market for Northeast Ohio. The shortfalls of fleet coal plant shutdowns resulted in base utility shortfall, leaving stranded assets of grid infrastructure and opportunity to extend and cost effectively upgrade grid downstream electricity use and supplies.

By the start of 2020, Maple Creek investigating sites and the willingness of Municipal & industrial customers to coordinate with Municipalities enabling negotiations of a new “Franchisee” electricity purchase and storage services agreements. Management decided to not expose planning publicly until final signed LOI processing with multiple vendors, collaborators and partners were completed to maximize system capability. (See Appendix)

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Maple Creek reviewed multiple storage technologies, digital transitional applications the storage would be applied to, peaking, stand by and on demand operations for cost effective savings after energy storage in various cycle 24/hr. service types. Modeling including savings in the wholesale market, lucrative arbitrage, storing at nonpeak and releasing at peak optimization. Grid stability applications of site build out transformer equipment packages applied. The ability for storage to be maintained online, reduces the stresses on the grid system providing flexibility, cost guarantee buying and selling mechanisms for peaking operations. In addition, engineers, General Contractor Frank Lill & Sons Baker Hughes recommendations provide Cuyahoga County new modernization phasing of grid stabilization choices incorporated site by site.

Implantation of Energy Vault electricity storage technology streamlines existing transmission and distribution assets ensuring grid overload is diminished. Direct distribution on a timely schedule result in direct savings to behind the meter sales attained through reduction in peak energy costs. Lower time of use costs and reduced demand charges are designated for storage optimization charging & discharging times beating current "Peak Market." Storage and delivery are integrated for Cuyahoga County infrastructures use of grid assets. Strategically storage charging and discharging is centrally managed and stored for appropriate time of use to improved power quality through frequency and voltage variance control. Current inertial drops

MuniSmart systems is the turnkey solution technology for use of electricity model of combined applications, next generation industrial and Municipal services. The introduction of Integrated Data Streams (IDS), Level 3 charging and thermal sale of power capability combined with advanced telecommunication backhaul/broadband capability and fixed rate strategies are unpretentious in planning to convert existing Cuyahoga grid application, modernization to more affordable generation projects.

Maple Creek has specifically directed new business model to rapidly provide a turnkey platform for installation of custom production of electricity and storage unit systems, that in multiple unit installations as microgrid Cuyahoga qualified to become the source of low cost utility scale electrical power and services. "MuniSmart"

Sites include:

- e-commerce platform
- cloud based meta platform
- Battery economy platform
- Cuyahoga County Data Center based Emergency systems use

What role(s) from Section 3 would the respondent fulfill? o Please provide a brief description of relevant experience for each role.

Maple Creek Management team and advisors, participating companies and previous combined experiences including Municipalities officers, all recommended transitioning over to 1-20MW island mode site by site modular and scalable applications to provide turnkey installations, maintain systems interoperability, and grid stabilization.

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Utility Management:

***Developer of Utility Customers, Distributed Generation Projects, and/or Microgrids:
Procurement, Construction) of Distribution Infrastructure, Distributed Generation, and/or
Microgrids:***

MuniSmart system deployment is turnkey. Operational capacity per site with all financial name plated equipment historical data enabled project by project site profiling to base financial model and in house utility management on the build out for Cuyahoga County. Advanced Digital Architecture enables utility infrastructure evaluation of site and customer's current and future use of power and conveyance needs for 20 year lifecycles of the installations. New Services including, Level 3 battery charging of public and private service fleet vehicles, private commercial (car rental agencies), renewables and sustainability equipment to scale site transitional approaches to meet Cuyahoga County and private business sustainability goals to maximize the use of renewables.

A service area is defined, and equipment nameplate capacity examined to service area using Software as a Service interoperation under the most modern Baker Hughes offshore platform including proprietary Nexus control applications developed over the past 50 years by Baker Hughes engineers and conditions applied to all proposed sites.

Final model for each site employs the project manager's due diligences as applied to deployment with full Cybersecurity/Digital Architecture to behind the meter residential grid services.

Each participating company in attachment appendix has defined scope of work applications meeting prerequisite site by site scaling to modernize grid manage projects life cycles on a per installation basis.

Site processing includes pre-scope of work canvassing of service area customers and identifies service area needs, sustainability goals and additional Software as a Service Architecture for advance e-commerce, potential intense electricity use blockchain operations.

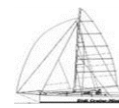
General Contractor for Maple Creek, Frank Lill and Son were chosen and approved by all participating companies and vendors. The unanimous choice of the combined team of engineering and advisors.

Frank Lill & Son, Inc.:

Frank Lill & Son, Inc. is a 100-year-old, fourth generation, family owned and operated single source contractor; executing turnkey power plant engineering, design, and installation. For four generations, FLS has been recognized in the power plant and heavy industrial sectors for our in-depth experience, professionalism, and unwavering reliability.

Our top priority is to complete our projects on schedule while maintaining the highest standards of workmanship and safety. Based out of our state of the art headquarters in Rochester, NY, we have been a major constructor of approximately 7500MW of new gas fired power plant installations throughout the United States and Canada over the last 30 years alone.

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Frank Lill & Son scope of work includes the following:

Design of all plant systems as required, including engineer of record work as determined by MCL and agreed to by FLS

- Integration with local utilities as determined by MCL and agreed to by FLS
- Procurement of all major equipment as determined by MCL and agreed to by FLS
- Procurement of all balance of plant equipment as determined by MCL and agreed to by FLS
- Procurement of all balance of plant materials as determined by MCL and agreed to by FLS
- Construction and installation of all major equipment and balance of plant materials / equipment as determined by MCL and agreed to by FLS
- Cleaning, start up, and commissioning of plant and facilities and equipment as determined by MCL and agreed to by FLS
- Facility testing as determined by MCL and agreed to by FLS
- Training and turnover requirements as determined by MCL and agreed to by FLS

Optional - Within this section, consider providing a hypothetical organizational chart, a Responsible, Accountable, Consulted, and Informed (RACI) matrix, or other visual to help define roles and relationships.

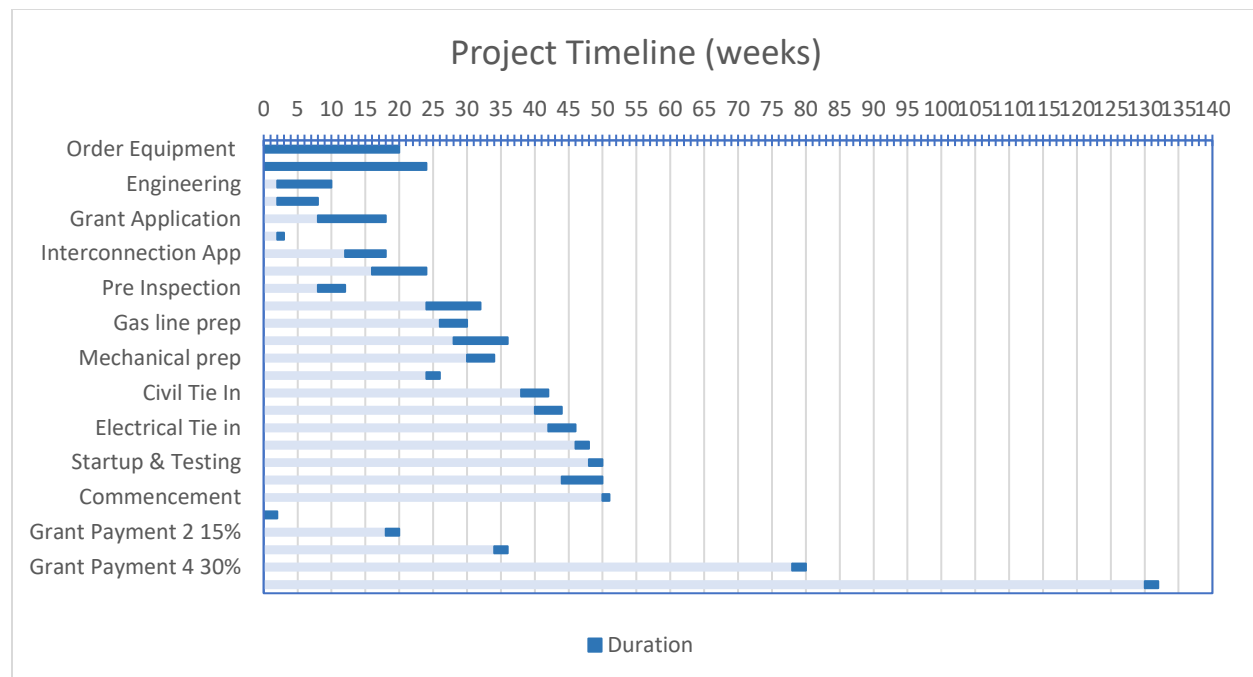
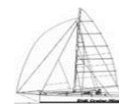
Maple Creek and participating companies agreed that current disclosure of full MuniSmart systems capability is to remain nonpublic and will be providing any Cuyahoga County questions and additional requests for information by direct responses.

Due to current supply chain instability, as of this date, All generational equipment from Baker Hughes and software/hardware components including Nexus Controls/ Digital Architecture applications meet all site installations time frames upon executing Franchisee Service Agreements:

Step	Task	Week Start	Duration	Start Date	End Date
1	Order Equipment	0	20	8/1/2022	12/19/2022
2	Order Chiller	0	24	8/1/2022	1/16/2023
3	Engineering	2	8	8/15/2022	10/10/2022
4	Design	2	6	8/15/2022	9/26/2022
5	Grant Application	8	10	9/26/2022	12/5/2022
6	File Air Permit	2	1	8/15/2022	8/22/2022
7	Interconnection App	12	6	10/24/2022	12/5/2022
8	Contractor Bids & Selection	16	8	11/21/2022	1/16/2023
9	Pre Inspection	8	4	9/26/2022	10/24/2022
10	Civil Prep	24	8	1/16/2023	3/13/2023
11	Gas line prep	26	4	1/30/2023	2/27/2023
12	Electrical Prep	28	8	2/13/2023	4/10/2023
13	Mechanical prep	30	4	2/27/2023	3/27/2023
14	Deliver Equipment to Site	24	2	1/16/2023	1/30/2023
15	Civil Tie In	38	4	4/24/2023	5/22/2023
16	Mechanical Tie in	40	4	5/8/2023	6/5/2023
17	Electrical Tie in	42	4	5/22/2023	6/19/2023
18	Programming	46	2	6/19/2023	7/3/2023
19	Startup & Testing	48	2	7/3/2023	7/17/2023
20	Town Inspection	44	6	6/5/2023	7/17/2023
21	Commencement	50	1	7/17/2023	7/24/2023
22	Grant Payment 1 15%	0	2	8/1/2022	8/15/2022
23	Grant Payment 2 15%	18	2	12/5/2022	12/19/2022
24	Grant Payment 3 10%	34	2	3/27/2023	4/10/2023
25	Grant Payment 4 30%	78	2	1/29/2024	2/12/2024
26	Grant Payment 5 30%	130	2	1/27/2025	2/10/2025

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What duties would these new roles perform?

Any new roles will be addressed in collaboration with Cuyahoga County by participating companies jointly.

What else should the County know about each newly defined role?

Maple Creek Management team, participating companies will continue to develop services outside the scope of current RFI to make certain transparent developments are addressed as potential new roles expand to meet additional Cuyahoga County developments addressed in Appendix A

Are there other roles not identified in Section 3 that the County should be aware of?

No

What challenges or barriers could you see for your role(s) as envisioned by the County and what might be ways for the County to address those challenges?

The closing of the coal plants created a gap in the old grid inertia. Our engineers designed systems to have control of all site voltages and any downstream components in the service area to enable voltage stabilization. The advent of the battery economy is a challenge we addressed in system design. Stabilized control and added services are plug and play components. The systems can charge public Level 3 “Fast” charging, which is new and requires coordination with the County to secure grid infrastructure use.

The charging stations will need to be coordinated at the County level and incorporated into planning. Stations need to be in proximity to generation station to control the high voltage of the charging, then synchronized to maintain grid voltage at or near the plant interconnection point to ensure grid reliability. Many backyard joe & jill lunchbox will be installing a component system and the County must address this type of scenario with a regulated approach and coordination.

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What's the typical timeline/cycle for the respondents proposed role(s)? (e.g. it takes X year(s) to find customers for a microgrid and build it)

A sell cycle for changing services consists of comparative costs. Coordination with the County to introduce incentives, ability of Maple Creek to incorporate cost effective use of renewables by utility scale would enable shortening of this cycle. The services Maple Creek is offering is user friendly to the industrial markets. The Cybersecurity and Digital Architecture services are designed to provide economic development offices the ability to coordinate on investment of new projects and keep the tax base revenue streams locally.

Based on current market and pricing being at historic highs, coordination of incentives and services offered can reduce potential customers decisions and impact on timing. Marketing will address and coordinate with Cuyahoga County to address.

With current advanced engagement by Cuyahoga County including LOI for services by two City's and private companies, a closing on final project specifications can be completed in as little as six months.

Would the respondent meet with the County and / or its representatives to present ideas and to answer follow up questions?

All Maple Creek and participating Companies are aware of the need to begin introductions and are available for advanced coordinated planning to make the Cuyahoga County Microgrid projects a success.

All respondents will be placed on a list for other respondents to consider for teaming and/or subcontracting. If your entity requires exclusion from this list, please state so.

Maple Creek is open to potential teaming. The MuniSmart systems are obviously proprietary, and we may limit access to other potential competitors.

Optional / Encouraged Information:

Published case studies

<https://www.bakerhughes.com/case-study>

https://www.bakerhughesds.com/?_ga=2.263569100.1390812093.1655917614-2098454900.1650191099

<https://www.bakerhughes.com/nexus-controls>

https://www.youtube.com/watch?v=F9m0hbQ9fFQ&list=PLMBEVfXozB8F8L7lpzzcL8v0_y0BKzWUx

<https://www.energyvault.com/evrc>

Press releases

<https://www.energyvault.com/newsroom/tag/press-release>

Technical / Marketing material

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Detailed company profile information

Maple Creek participating Companies under LOI Due Diligence's:

Robert Gerity
General Manager
Maple Creek Land Company Limited
17067 Kinsman Road, (Route 87)
Middlefield, Ohio 44062
Phone: 216.357.9003

Luke Lill
Vice President
Frank Lill & Son Inc,
785 Old Dutch Road
Victor, New York 14564
Phone: 585.733.3106
Email: llill@franklillandson.com
franklillandson.com

Scope of Work:
Project General Contractor/EPC

Design of all plant systems as required, including engineer of record work as determined by MCL
and agreed to by FLS

Roberto Garcia
Sales Director Industrial Segment
Turbomachinery & Process Solutions
Baker Hughes
17021 Aldine Westfield
Houston, Texas 77073
Phone: 619 870 7931
Email: Roberto.Garcia1@bakerhughes.com
bakerhughes.com

Scope of Work:
Nova LT gas turbine generator packages Design/Supplier

Carol Tang
Cyber Security Leader
Baker Hughes
Nexus Controls
17021 Aldine Westfield
Houston, Texas 77073
Phone: 619 870 7931
Email: Carol.Tang@bakerhughes.com
<https://www.bakerhughes.com/nexus-controls>

Scope of Work:
Nexus Control Systems Site Design/Applications
Cybersecurity Site Design/Applications
Digital Strategy Site Design/Applications

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Chris Wiese
Chief Operating Officer
Energy Vault US
4360 Park Terrace Dr. Ste 100, Westlake Village, CA 91361 USA
energyvault.com

Scope of Work:
6MW Energy Vault Storage Building & Technology Supplier

T. Larry Amick, CEO
GREEN STORAGE SOLUTIONS
510 Meadowmont Village Circle/ Suite 220
Chapel Hill, NC 27517
Phone: 919.949.4822
Email: tla1942@gmail.com
greenstoragesolutions.com

Scope of Work
Analysis of the potential use of Energy Vault technology including module sizing, module location, raw material requirements of one (1) 6MW Energy Vault Storage Building

Rich Bohon
One Energy LLC
VP, Head of Analytics
bohon@oneenergyllc.com
Office: 419-314-1063 | Mobile: 513-477-5187
12385 Township Rd. 215 | PO Box 894 | Findlay, OH 45840
oneenergy.com

Scope of Work
Financial Model for Generator Energy Storage Optimization Third Party Audit Engagement

Tom O'Brien
Managing Partner
Integrated Process Solutions
422 S. Wa-Pella Avenue,
Mount Prospect, Illinois 60056
630-417-2400 phone
tobrien@greencity-power.com
greencity-power.com

Scope of Work
Institutional Investor Grade Financials Consulting Engagement

Questions that the County should consider in the development of potential RFQs / RFPs

See the Appendix for other optional questions that are formulated to elicit additional feedback and insight pertaining to scopes, responsibilities, timelines, technologies, etc. Each respondent is encouraged to review the questions relevant to their proposed role, experience, and expertise and consider answering where possible.

The grid requires inertia provided by generation. With the Coal fired plant shutdowns, the inertia from the coal plant equipment that stabilized the grid in proximity to the Cuyahoga County limits is diminished.

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With no large equipment online spinning, voltage begins to drop, and capacity banks are now under inertia to stabilize. Historically with Cleveland Public power and adjoining Municipal Power Plants (Avon, Painesville Cleveland Public Stations) the County went from the most stabilized due to the proximity to the coal plant to the least.

What we are seeing in California and Texas regarding black outs is caused by the grid providers shutting down the coal plants and using renewables that do not generate inertia. The solar and wind is “Motor” electricity with variations. Its intermittent and variable. Unstable with little inertia.

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (the "**MOU**") is executed on the 14th day of October 2021, by and between:

- (1) Maple Creek Land Holdings LTD located in Lakewood, Ohio USA, with its main office located at 17067 Kinsman Road, (Route 87), Middlefield, Ohio, 44062 (hereinafter known as "Maple Creek"), and
- (2) Baker Hughes Energy Services LLC with its main office located at 17021 Aldine Westfield Houston, Texas 77073 (hereinafter known as "Baker Hughes").

Maple Creek and Baker Hughes hereafter referred to collectively as the "**Parties**" and each of them, a "**Party**". "Affiliate" as used herein shall mean any person or entity that, directly or indirectly, controls, is controlled by or is under direct or indirect common control with a Party hereto. For this purpose, the term "control" shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the equity interests, other voting interests in, or the power to direct or control the management of, a person or entity.

RECITALS

WHEREAS, Maple Creek Land Holdings LTD is a limited liability company registered in the State of Ohio, is a provider of independent electrical and storage facilities.

WHEREAS, Baker Hughes Energy Services LLC is a limited liability company incorporated in the State of Delaware and is an OEM provider of gas turbine generation equipment and services.

WHEREAS, Maple Creek is developing and constructing two (2) 1-20 MW franchisee municipal electrical facilities in Lorain and Cleveland, Ohio (hereinafter the "**Project**") and introducing "Munismart" Municipal franchisee electrical facilities for charging Level 3 battery and on demand energy peaking and storage services. The electrical storage facilities will feature EVx Energy Vault, mechanical storage buildings to provide residential, commercial and industrial behind the meter grid sales and Level 3 EPA Estimated Fuel Economy Ratings targeted charging services as Extended-Range Battery charging supplier for Municipal and general public fleet applications. The systems are turnkey 1-20MW generation stations integrated for base load EVx 4.5MW storage buildings.

WHEREAS, Maple Creek will be featuring thermal use of heat in all facilities and integrating infrastructure to convey thermal applications developed through Municipal services meeting requirements of wastewater treatment plants, publicly owned industrial projects and general public access.

WHEREAS, Maple Creek General Contractor, engineers and consultants has evaluated the products and services available in the market, and considers BAKER HUGHES Nova LT gas turbines products, technology, experience, and history of performance suited for Munismart Franchisee electrical facilities and meet requirements of the Projects.; and

WHEREAS, Maple Creek and BAKER HUGHES desire to set forth the basic principles that will govern the co-operation between the Parties in connection with the Project and the prospective execution of a purchase order ("Purchase Order") for the supply of certain scope of work by BAKER HUGHES

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties hereto agree as follows:

ARTICLE 1 - PURPOSE AND SCOPE

1. Maple Creek agrees to use BAKER HUGHES and/or its designated Affiliates as supplier of the BAKER HUGHES Scope of Work required for the Project "**BAKER HUGHES Scope of Work**" or "**BAKER HUGHES SOW**" means (i) gas turbine generators, and (ii) additional equipment mutually agreed by the Parties through an Addendum to this MOU as the Project develops.

Supply of the "BAKER HUGHES SOW" shall be pursuant to separate purchase order(s) or supply contract(s) (the "Purchase Order(s)") that the parties will negotiate in good faith in accordance with the terms of this MOU.

2. In the event that Maple Creek proceeds with the Project, Maple Creek shall, as early as practical but in no event less than BAKER HUGHES's documented engineering and manufacturing lead time, issue or cause to be issued a Purchase Order to BAKER HUGHES for the agreed SOW.

3. During the validity of this MOU, BAKER HUGHES commits to provide Maple Creek with technical support to evaluate various BAKER HUGHES equipment solutions to maximize benefit for the Project. BAKER HUGHES will also provide support to finalize process conditions, machine selections and scope of supply, and provide suggested applicable specifications with the goal of optimizing cost and schedule for the Project. Further, BAKER HUGHES will provide emissions data to support Maple Creek's efforts in preparing for their licensing application(s).

4. Terms and Conditions for the Purchase Order will be negotiated and mutually agreed in good faith.

5. Nothing contained herein is intended in any manner to limit BAKER HUGHES in the conduct of its business or activity, in the making of other pre-bid engagements or contracts or in the performance of other work.

ARTICLE 2 - TERM AND TERMINATION

The Parties agree that this MOU, any confidential information exchanged between the Parties in performance of this MOU shall be kept confidential in accordance with this clause. When providing confidential information, the disclosing party shall expressly designate it as confidential. The receiving party agrees with respect to such information to: (i) use, reproduce, or disclose to its employees and its affiliates only as necessary for the performance of this MOU; (ii) take reasonable measures to protect the confidentiality, and prevent disclosure and unauthorized use; and (iii) restrict access to its personnel and affiliates who need access to such information to perform their obligations under this MOU. Confidential information shall not be reproduced or disclosed (except as required by law) without the disclosing party's prior written consent, not to be unreasonably withheld. These confidentiality and use restrictions shall survive any termination or expiration of this MOU.

ARTICLE 3 - EXPENSES

Each party shall bear its own costs and expenses associated with this MOU and the discussions and negotiations hereunder.

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ARTICLE 4 - LIMITATION OF LIABILITY

Notwithstanding any other provision of this MOU, the parties agree that in no event shall either party, its affiliated companies, and its and their employees, officers, directors, shareholders, or agents be liable for any indirect, special, incidental, consequential loss or damages resulting or arising from any loss incurred by the other party, including, but not limited to, the loss of use, data, property, equipment, goodwill or profits (including lost profits that could have been reasonably anticipated in the event of a contract award), increased costs, claims or damages of customers of the party (including the owner of the project site) whether such are considered to be direct or indirect and whether or not foreseeable ("consequential damages"), arising from or as a result of this MOU and any actions taken in connection herewith, and each party expressly releases the other party and its affiliated companies, and its and their employees, officers, directors, shareholders, or agents from liability for consequential damages sustained by the releasing party and its affiliated companies even if such consequential damages result in whole or in part from the sole, joint, concurrent, contributory, active or passive negligence or fault of the party or person being released.

ARTICLE 5 - BUSINESS PRACTICE

The Parties agree to comply at all times with applicable laws and regulations in performance of this MOU or any work related to the Project, including the FCPA and any anti-corruption and export control laws and regulations.

ARTICLE 6 - RELATIONSHIP OF THE PARTIES

The Parties do not intend for this MOU to create a partnership, corporation, agency, or fiduciary relationship among the Parties. No Party shall have the right or power to bind any other Party without the written consent of such Party.

Unless specifically agreed in writing, neither Party is authorized to make commitments, representations, warranties, or agreements on behalf of the other and each Party agrees that it will not hold itself out as having such authority. Further, the Parties agree that their involvement in the Project does not constitute an authorization to use their respective logos, name or any information provided by the Parties (nor that of its parent companies) in any offering material to be used or that could be used to sell securities of any type in any jurisdiction, nor to induce potential lenders into making any loans or in any way or finance the Project.

ARTICLE 7 - CONFIDENTIALITY

Each Party undertakes to treat the contents of this MOU, in addition to any other information exchanged in performance thereof as confidential pursuant to the terms of the Confidentiality

Any written or oral information disclosed by either Party and designated "confidential" or "proprietary" in writing by the disclosing Party (collectively, "**Confidential Information**") at the time of disclosure shall be treated as set forth in this article. Oral information which is confidential or proprietary shall be reduced to writing by the disclosing Party within ten (10) working days after disclosure, which writing shall specifically reference the date of disclosure and otherwise conform to the requirements of this paragraph. Any information which is disclosed in any other manner shall be deemed to be non-confidential. Confidential Information includes any information, knowledge or interpretation of whatsoever nature and in whatsoever form, including all data derived therefrom.

The receiving Party shall use the Confidential Information only for the purpose of performing its obligations under this MOU and not for any other purpose whatsoever and shall protect the confidentiality of such Confidential Information commensurate with those which it uses for the protection of its own confidential

information. The receiving Party shall not disclose Confidential Information to anyone except its officers, employees, or the officers and employees of its Affiliates, who have a need to know such Confidential Information in order to perform the evaluation contemplated hereby and shall inform such individuals of the confidential nature of the Confidential Information.

Notwithstanding the provisions of the previous paragraphs, (a) the receiving Party shall not be subject to any restriction hereunder with respect to any part of such information which (i) appears in issued patents or publications, (ii) is known or becomes generally known to the relevant public through no fault of the receiving Party, (iii) is independently generated by the receiving Party without use of the Confidential Information, (iv) is furnished to others by the disclosing Party without restriction on disclosure, or (v) was or becomes known to the receiving Party through other sources free of any confidentiality restriction; and (b) any and all restrictions with respect to Confidential Information provided hereunder shall survive the termination of the this MOU for a period that will expire [five (5)] years after the date of disclosure.

Upon completion or termination of the evaluation, each Party shall return to the other Party any Confidential Information received from the other Party hereunder and shall destroy all copies of such Confidential Information with the exception of one copy which may be retained exclusively for the purpose of documenting the disclosures made hereunder.

ARTICLE 8 – ASSIGNMENT

This MOU and the rights and obligations hereunder shall not be sold, assigned, transferred or conveyed in whole or in part by any Party without the prior written consent of the other Party; provided, however, that a Party may assign, transfer or convey this MOU or rights and obligations hereunder to an Affiliate. Any attempted or purported assignment, transfer or conveyance in violation of this MOU shall be null and void and of no force or effect whatsoever.

ARTICLE 9 - GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law principles thereof that would otherwise require the application of the law of any other jurisdiction. Claims or disputes arising out of this MOU shall be resolved, if possible, by negotiation between the Parties. If a dispute is not resolved by negotiations, either Party may, by giving written notice, refer the dispute to a meeting of the appropriate higher management of each Party, to be held within twenty business days after giving notice. If the dispute is not resolved within five business days after the date of the meeting of higher management, either Party may submit the matter to arbitration and the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in effect on the date notice is given, such arbitration to be conducted by a single arbitrator mutually agree by the Parties or the Parties cannot agree on an arbitrator, the arbitrator will be appointed by the ICC. The arbitration will be conducted in the English language and will be held in Houston, Texas. In reaching its decision, the arbitrator shall give full force and effect to the intent of the Parties as expressed in the MOU, and if a solution is not found in the MOU, shall apply the governing law of the MOU.

ARTICLE 10 - NOTIFICATION

Any notification pursuant to this MOU shall be given in writing and sent by overnight courier to all the following addresses:

To Maple Creek:

Recipient:

Robert Gerity General Manager
Maple Creek Land Holdings LTD representative office
17067 Kinsman Road, (Route 87), Middlefield, Ohio, 44062
rgerity@lakewoodengineering.com

Recipient:

Michael J. O'Shea
Lipson O'Shea Legal Group Hoyt
Block Building - Suite 110 700 W
St. Clair Avenue Cleveland, OHIO 44113
michael@moshea.com

To Baker Hughes:

Recipient:

Rebecca Lock
Baker Hughes
17021 Aldine Westfield
Houston, Texas 77073
Rebecca.Lock@BakerHughes.com

ARTICLE 11 - ENTIRE AGREEMENT

This MOU contains the entire agreement of the Parties with respect to the subject matter hereof. All prior correspondence, negotiations, and agreements, oral or written, among the Parties with respect to the subject matter hereof are superseded by this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their respective authorized representatives as of the date first written above.

Signature page follows:

Signed by for and behalf of
MAPLE CREEK LAND HOLDINGS LTD

Robert Gerity

Signature
ROBERT GERITY

NAME (in caps)
October 14th, 2021

Date

Signed by for and behalf of
BAKER HUGHES ENERGY SERVICES LLC

Rebecca Lock

Signature
REBECCA LOCK

NAME (in caps)
October 14, 2021

Date

RG

Maple Creek Land Company LTD

17067 Kinsman Road, (Route 87),
Middlefield, Ohio, 44062 Phone: + 1 216.357.9003
Email rgerity@lakewoodengineering.com



Letter of Intent

June 30, 2022

From:

Robert Gerity
Maple Creek Land LTD
17067 Kinsman Road (route 87)
Middlefield, Ohio 44062

To :

T. Larry Amick, CEO
GREEN STORAGE SOLUTIONS, LLC
510 Meadowmont Village Circle/ Suite 220
Chapel Hill, NC 27517
Phone: 919.949.4822
Email: tla1942@gmail.com

Subject: Letter of Intent (LOI) for the analysis of the potential use of Energy Vault technology including module sizing, module location, raw material requirements of one (1) 6MW+ Energy Vault Storage EVx ("LOI") Cuyahoga County Microgrid Project

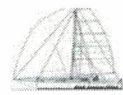
To Whom it may Concern,

This is to formally advise you that Maple Creek is intending to award a Purchase Order for One (1) Energy Vault energy storage unit (collectively referred to herein as the "Unit") under terms and conditions to be negotiated and agreed during the validity of this letter (the Purchase Order), to be issued by and between Maple Creek and Green Storage Solutions before November 28, 2022, for a price to be determined and mutually agreed by the two Parties and paid to Green Storage Solutions based on the following conditions:

1. The effective date of this Letter of Intent (LOI) is June 30, 2022.
2. Maple Creek anticipates being able to execute a formal Purchase Order within 150 (one hundred and fifty) calendar days from the effective date of this LOI. Until such time that the Purchase Order is issued, any reference to the "Order" or "Contract" within this LOI and attached documentation shall be deemed to refer to this LOI, and any reference to the "Order date" or "Contract date" shall be deemed to refer to the effective date of this LOI.
3. Green Storage Solutions is authorized to begin engineering, procurement, and execution of all activities included in its scope of work upon acceptance and execution of definitive contracts for the work and the first down payment from Maple Creek. Green Storage Solutions has the right to invoice and be paid as contractual milestones are reached (as per Appendix A) independent of the issuance of any PO.
4. All works carried out related to this LOI shall be executed in accordance with the terms, conditions, and requirements set forth in Appendix A, B and C. These documents are summaries

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Maple Creek Land Company LTD



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and detailed commercial terms and conditions, scope of supply, and other details will be mutually agreed and shall apply to the execution of this LOI.

In case of any conflict between the LOI and its Appendices, the documents shall apply in the following order of precedence: LOI, then Appendix A, then Appendix B, then Appendix C.

5. The Delivery terms for the Energy Vault Unit (EVx) shall be in accordance with the delivery schedule (as per Proposals included in Attachment C).

6. To the extent that Maple Creek terminates this LOI, Maple Creek shall reimburse Green Storage Solutions an amount calculated according to the termination reimbursement schedule set forth in Appendix A.

7. In the event Maple Creek fails to execute the final Purchase Order within the agreed due date or to fulfill any payment obligation when due, then Green Storage Solutions shall have the right, upon 15 (fifteen) days written notice to Maple Creek, to suspend the performance of its obligation and the scheduled delivery date (as well as all milestones schedule dates) shall be postponed by the same or for a longer period as mutually agreed.

8. In the event Maple Creek would request modification to the Green Storage Solutions scope of work included in Appendix C related to Energy Vault capabilities and configuration, Green Storage Solutions will be entitled to reasonably adjust price and delivery.

9. Should any suspension period last more than 30 days, Green Storage Solutions shall have the right to terminate this LOI and shall be paid for all work completed before the termination date, reimbursed for all other costs incurred as a direct result of the termination, and be paid a 20% penalty fee.

9. This LOI shall be governed by the laws of Cuyahoga County, Ohio, USA.

10. Any disagreement or controversy not mutually settled by the Parties within 30 days from written notice of the issue shall be submitted to binding arbitration using Pendulum Arbitration (FOA) with all required physical sessions held in Cuyahoga County, Ohio.

Please acknowledge receipt and acceptance of this Letter of Intent by signing and returning a copy.

Yours Truly,

Robert Gerity
Robert Gerity
General Manager
Maple Creek Land LTD
Middlefield, Ohio 44062

Accepted on behalf of Green Storage Solutions, LLC

Signature:

T. Larry Amick

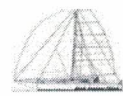
Name:

T. Larry Amick

Date:

30 June 2022

Maple Creek Land Company LTD



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Appendix A – Price and Payment Schedule Determined by Final Site Determination

Number of Units	Units Model EVx (Capacity 34 MW)	Price (USD)
1	Analysis of the potential deployment and use / Energy Vault EVx Energy Storage System module sizing, module location, raw material requirements	\$.00

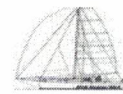
Payment	Event/Milestone/Date	% of Contract Price Due
1	Down-payment, within the validity of this Letter of Intent ("LOI") upon issue of the commercial invoice	20%
2	Ninety (90) day after Issuance of PO or technical document presentation, whichever comes first	20%
4	At Evx 6MW Buildingchanical running test but, in any case not later than 300 days from PO	30%
5	At the delivery of the equipment	30%

Appendix B –Termination Schedule:

Termination period from LOA	Termination charge (as % of contract price)
During 1st month	20%
During 2nd month	32%
During 3rd month	45%
During 4th month	60%
During 5th month	66%
During 6th month	75%
During 7th month	85%
During 8th month	90%
During 9th month	95%
During 10th month and above	100%

TJA

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Appendix B –Delivery Schedule Determined by Final Site Determination:

Number of Units	Units Model	Delivery Date
1	6M Discharge/ EVx 34MW Capacity Analysis	XX months after down payment

A handwritten signature or initials in the bottom right corner of the page.

Maple Creek Land Company LTD



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7. Appendix

1. Vision

a. What is your vision as to how the County Utility could fit into the emerging energy ecosystem?

A generational change in utilities is needed to update the grid infrastructure. Current providers have neglected services and maintenances. The Municipal power infrastructure historically was beneficial to the community. Utility tax revenues stayed in the County.

The advent of fleet decommissioning dismantled this once historic successful model and allowed utilities to resale out of State power, not benefiting the County at all.

The Cuyahoga County Microgrid projects will establish a modernization process that is currently estimated to be 30 years behind schedule.

b. How might the County Utility improve services compared to traditional systems?

Formation of Electric Utility Division is a key step in next generation grid applications. With the authority to operate an electrical distribution utility granted, the MuniSmart systems are capable of a rapid build out to meet advanced services not addressed by current providers.

c. How would you propose building a system in a manner that constrains costs based upon available loads, yet is flexible enough to adapt to new end users who are attracted to the system?

The advent and introduction of electric vehicles and the “battery economy” is in process and the grid is not prepared for integration. Engineering of MuniSmart by Baker Hughes experienced offshore platform success is the model for advanced generational change. Future users will be attracted to the Cybersecurity, Software as a Service and additional proprietary services.

d. How might your approach be different for new developments, such as industrial or commercial parks, versus existing customers? Would you envision merging district energy or transportation or hydrogen into the development?

Grid stability is achieved by advanced controls engineered to operate outside of current switchgear infrastructure. The following outline can be applied to current switchgear yards:

Switchgear Yard Evaluation

Pollution Issues

- Could have PCB transformers
- Even plan oil represents a problem
- Site leakage Transportation leakage

Controls

- Older less responsive controls
- Need quicker responsive controls for storage and charging applications
- Older type controls with less data management than we need today for next 40 years

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Voltage / var response

- With our operating system for storage and charger
- Need responsive for voltage control
- More VAR responsiveness
- Frequency control for potential isolated operation

New site and new connection

- Different site with different electrical control needs
- Likely more voltage support
- Frequency response for stability

Adaption of district energy is cost effective. MuniSmart design enables the planning for emerging new technologies as part of pre-scope of work. Most importantly, equipment histories that demonstrate ability to maintenance, service and maintain operations are key decision factors. The facilities are custom installations for new developments, industrial or commercial park for existing customers.

e. How might you go about marketing your vision to end users?

Baker Hughes transitioning to the Municipal projects with Maple Creek will provide a marketing team to coordinate with Cuyahoga County Electric Utility Division to structure the coordinated marketing approach.

2. Business Economic Models

a. How do you envision revenue flowing through the various entities?

Each size project 1-20MW generation and 6MW storage has investment grade proforma. Revenue streams, incentives, maintenance cycles, warranties and insurances are structured from equipment histories and provide a base for equipment name plate capacity to end user billing cycles. Maple Creek is the central entity and will add divisions as needed to further business structures for battery charging, Cybersecurity and Software as a Service Digital applications.

b. The County envisions a scenario where the developer/concessionaire is compensated through a pass-through model from power purchase agreements with individual customer/off-takers. Do you see any problems with this model or have suggestions on possible alternative compensation models?

Currently, Maple Creek Cogeneration projects are eligible for 16 Federal and State programing applications. We are still in process with application eligibility for the technology of the systems.

We envision a separate line item for management fees. This should be a fixed fee that escalates with cpi or ppi. However, it should not be dependent on electric variable costs. It's fixed cost.

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c. What process would you take with the County to design customer billing (i.e., tariffs) in a fair and transparent way?

MuniSmart installations have live dashboard based web applications. Each kW generated, stored and distributed by conveyances is monitored. Customer billing is standardized and centrally processed.

The “live” approach includes ability of customers to monitor the data for trending purposes and quarterly reviews. The battery economy is still emerging. Pricing and incentives on vehicles have not been standardized and transparency in our services enable customers to identify cost savings. Billing tariff data for customer applications will be vetted. Approaches for businesses transitioning to electric vehicle fleet operations, cost effect of Level 3 charging of vehicles in 47 Minutes vs level 1&2 8 hours. The final tariffs are in process to be applied.

Financial information regarding ongoing programing and tariff used to our customers is a important part of their decision making process. Maple Creek will ensure all transactions and settlements are public information unless customers decide to keep the information private.

d. What types of tariffs are needed to support the County initiative?

Outside of standard applied residential, commercial and industrial applied tariffs, Maple Creek has been exploring "System Benefits" to the emerging charging application's and including natural gas volume purchase applied.

e. Would you be willing to provide the capital for the scope/role the County envisions?

Maple Creek projects are fully financed. Once authority is granted, final capacity to consumer established and Franchisee agreement in place, the projects transition to processing a complete scope of work based on expected 20 year life cycle revenue streams.

f. How would you ensure prices for specific projects (e.g. new distribution line or a microgrid) are competitive?

Under the new Cuyahoga County Electric Utility Division and upon granted authority, Maple Creek intends to volume purchase natural gas. The Utility Division supersedes certified territories and jointly, a RFP for all projects can de-couple delivery rates and provide competitive pricing on all installations.

3. Organization Models

a. Would you be willing to contract directly with the County to be responsible for the full scope of this initiative?

Maple Creek specifically partnered with all participating companies to enable the transition of Municipal services back to the Municipal level Projects capacity is based on historical models. Until decommissioning of fleets in 2008 the models of traditional Municipal services demonstrated a positive rate of return on investment.

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Current economic climate for utilities to purchase hard assets with 8-10 year return on investment is very positive. The pre-scope of work from the participating companies Maple Creek is working with enables economic development office of Cuyahoga County to coordinate projects and applied financial models of all projects. The data can be extrapolated out to Cuyahoga County Electric Division service area as customer of record for services.

b. What are the tradeoffs for one firm serving all roles versus separate firms serving separate roles?

Project interoperability integrity is achieved with one coordinated entity supplying all equipment and the equipment demonstrating histories with known capacity, ability to volume purchase natural gas and planning of expansion service area under one company. Permits a streamlining of processes and coordination with Cuyahoga County Electric Division to incrementally grow.

Separation of firms avoids complexities regarding long term agreement performances and incompatible software /hardware systems from billing to operations. Customer relations are stabilized under one firm and not confusing.

c. How would you structure the relationship between yourself, the County, and other entities (if applicable)?

Scope of work and interoperations between the entities will be incorporated into the planning outside MuniSmart systems internal controls.

d. What level of responsibility, if any, would you be willing to have for microgrid project identification and development, customer identification and selection, customer contract negotiations, etc.?

All Maple Creek participating companies understand and have experience providing utilities projects and reflect a joint effort to deliver the services Cuyahoga County Electric division is planning. Maple Creek organized a skilled management team to implement all scope of work for the sole purpose of streamlining the projects processing for rapid deployment and are prepared to interact with customers directly to finalize services.

e. What level of pre-design and other information or assurances would you need to respond to an RFP/Q and engage in negotiations with the County?

All Baker Hughes equipment is currently in service including advanced Nexus control operating on multiple offshore oil rigs and independent project applications. The transition from offshore to onshore is economy of scale.

f. What level of commitment would you need to have from potential County utility customers to respond to an RFP/Q and engage in negotiations with the County?

Standard utility commitments require contractual obligations. Maple Creek is delivering services and the business model is regulated. A commitment is required to provide services. Regarding Cuyahoga County participation and current customers, Maple Creek is prepared to proceed in direct negotiations.

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4. Concession Agreement & Other Contracts

This is a planning issue outside the scope of work and main Franchisee Services Agreement is yet to be determined.

a. What contracts will need to be in place and between what entities?

Cuyahoga County Electric Utility Division and Maple Creek Franchisee Services Agreement

b. What critical terms and conditions need to be addressed?

Final site capacity and services on per site bases will determine final contracted purchasees

c. What term lengths would respondent be comfortable with for a distributed energy or microgrid PPA?

Equipment, maintenance cycles are under long term warranties and insurances to meet industry standard 20year PPA

d. What additional information would you need to sign a contract with the County for a scope of work?

Definitive terms of services per site. Access to customer based initiatives for final site installation capacity requirement and final conveyances infrastructure required for delivery under contract with Cuyahoga County Electric Utility Division.

5. Initiative Timelines

a. What is a typical turn-around time for you to sign a contract for your role(s)?

Depending on the final capacity of each site, establishing new infrastructure processes to delivery conveyances and number of projects in pipeline following PUCO processing and Ohio Siting Board applications, equipment delivery and installations will be 14 months per site.

b. What is a typical development time for a microgrid, from customer recruitment through operation? What are the major milestones?

Current RFI information with access to begin surveying LOI's with the County and two cities in the passing of ordinances granting franchise agreements to Cuyahoga County Electric Utility Division, to operate as an electric utility in their incorporated areas. The process would be reviewed, and site survey would begin. In depth three to six month's time frame is achievable

c. What impact on this initiative do you foresee, if any, from the current supply chain disruptions?

As of this date, Baker Hughes equipment is not affected by current supply chain disruptions and delivery for systems is 10 months.

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6. Technology

a. What technologies should the County consider to address power issues for commercial and industrial customers? (power quality issues vs. short power outages vs. long power outages)

Voltage stabilization is our number one priority due to the grid infrastructure not supporting large scale use of electric vehicle charging. Backup systems are applied to all Maple Creek installations.

b. Can you provide high-level cost estimates for distribution infrastructure, distributed generation, and/or microgrid technologies across different sizes? (e.g. 14.4 kV feeder, 1 MW/1 MWh battery, 5 MW solar PV)

All cost estimates are based on site installations and infrastructure for conveyances. Current pricing on this RFI for Baker Hughes Nova 5.5MW turbine is **\$3,400,000.00** per unit and **\$6,300,000.00** for our 16MW Nova. Balance of costs are then attributed to site. The Baker Hughes equipment cost is exclusive to Maple Creek.

c. Are there ranges of economic feasibility that the County should be aware of when considering on-site generation, storage, etc. For example, do projects only over X MW prove to be economically feasible in your experience?

Maple Creek will provide the County a feasibility study to outline each project. Standard efficiencies of equipment are higher per MW installed. Optimum operational capacity for Baker Hughes equipment is 30MW+.

d. How should cybersecurity of the utility, individual microgrids, customers, or other pertinent entities be ensured?

A great deal of time in system design and engineering was devoted to development of Baker Hughes Nexus controllers and compatible Cybersecurity applications to transition from offshore oil rig platform to MuniSmart Municipal applications. MuniSmart systems in collaboration with Baker Hughes Digital Strategy Group provided a separate platform that our customers can apply to their businesses as a Software as a Service within our digital footprint for all sites.

e. What is your approach to managing: capacity and transmission peak load contributions? Energy market arbitrage? Frequency regulation?

MuniSmart systems advance Baker Hughes Nexus Controllers optimize distribution to maximize market arbitrage contributions outside island mode operations.

7. Diversity, Equity, and Inclusion

All participating companies have DEI programing standards

Maple Creek Land Company LTD



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a. How will you ensure Diverse, Equitable and Inclusive (DEI) partnership(s) throughout this Initiative?

Maple Creek will work with the Cuyahoga County current and future DEI initiatives and partners and maintain human resources to comply.

8. Other

a. What potential risks, setbacks, or hurdles do you see for this Initiative?

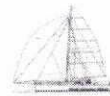
Maple Creek and participating companies are confident upon granting of authority to proceed with standard utility practices in our scope of work will ensure all initiatives goals are achieved.

b. Please provide any other information that you feel would be pertinent to the County at this stage of the process

Additional information will be sent with signed LOI's structured to be upon receipt of agreements, transition to Lock-Up agreements.

Maple Creek Land Company LTD

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Email rgerity@lakewoodengineering.com



Letter of Intent

June 30, 2022

From:
Robert Gerity
Maple Creek Land LTD
17067 Kinsman Road (route 87)
Middlefield, Ohio 44062

To :
Rich Bohon
One Energy Analytics
VP, Head of Analytics
bohon@oneenergyllc.com
Office: 419-314-1063 | Mobile: 513-505-7733
12385 Township Rd. 215 | PO Box 894 | Findlay, OH 45840

Subject: Letter of Intent for Site Specific Financial Model for Generator Energy Storage Optimization Third Party Audit Engagement ("LOI") Cuyahoga County Microgrid Project

To Whom it may Concern,

This is to formally advise you that Maple Creek Land LTD ("Maple Creek") is intending to award the Contract for One (1) Site Specific Financial Model for Generator Energy Storage Optimization Third Party Audit consulting engagement (collectively referred to herein as the "Unit") under the terms and conditions to be negotiated and agreed during the validity of this letter (the "Contract"), to be executed by and between Maple Creek and OE Consulting Services LLC dba One Energy Analytics ("OEA") before November 28, 2022, for US\$ 275/hour (US dollars) ("Price"), to OEA based on the following conditions:

1. The effective date of this Letter of Intent (LOI) is June 30, 2022 (the "Effective Date").
2. We anticipate being able to execute a formal Contract within 150 (one hundred and fifty) calendar days from the effective date of this LOI. Until such time that the Contract is finalized, any reference to the "Order" or "Purchase Order" within this LOI and attached documentation shall be deemed to refer to this LOI and any reference to the "Order date" shall be deemed to refer to the Effective Date.
3. OEA is authorized to begin engineering and development of the scope of work upon the full execution of the Contract by and between OEA and Maple Creek.
4. All works carried out related to this LOI shall be executed in accordance with the terms, conditions and requirements set forth in Appendix A, B and C. These documents define all commercial terms and conditions, scope of supply, and shall apply to the execution of this LOI.

Maple Creek Land Company LTD



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Email rgerity@lakewoodengineering.com

In case of any conflict between the LOI and its Appendices, the documents shall apply in the following order of precedence: LOI, then Appendix A, then Appendix B, then Appendix C.

5. The Delivery terms for all Units shall be in accordance with the Appendix C.
6. To the extent that Maple Creek terminates this LOI, Maple Creek shall reimburse OEA an amount calculated according to the termination schedule defined in Appendix B.
7. In the event Maple Creek fails to execute the final Contract within the agreed due date or to fulfill any payment obligation when due, then OEA shall have the right, upon 15 (fifteen) days written notice to Maple Creek, to suspend the performance of its obligations, if any.
8. In the event Maple Creek will request modification to the scope of work related to Unit, OEA will be entitled to adjust price and delivery.
9. Should the suspension period last more than 15 days, OEA shall have the right to terminate this LOI and the Contract and shall have the right to be paid for the price of all work completed up until the termination date and reimbursed for all other costs incurred as a direct result of the termination.
9. This LOI shall be governed by the laws of Cuyahoga County, Ohio, USA.

Please acknowledge receipt and acceptance of this Letter of Intent by signing and returning a copy.

Yours Truly,

Robert Gerity
General Manager
Maple Creek Land LTD
Middlefield, Ohio 44062

Accepted on behalf of OE Consulting LLC dba One Energy Analytics:

Rich Bohon

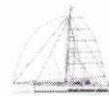
Digitally signed by Rich Bohon
DN: cn=Rich Bohon, g=Rich Bohon, c=US, o=United States, ou=One Energy Analytics, email=rich.bohon@oneenergyllc.com
Reason: I am the author of this document
Location:
Date: 2022-06-30 15:35:04-00

Signature: _____

Name: Rich Bohon

Date: 6/30/2022

Maple Creek Land Company LTD



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Appendix A – Price and Payment Schedule Determined by Final Site

Number of Units	Units Model based on final site	Price (USD)
1	Site Specific Financial Model for Generator Energy Storage Optimization	\$ 275/hr
	To be paid Monthly	

Appendix B –Termination Schedule:

Termination period from LOI	Termination charge (as % of contract price)
At any Point	0%

Appendix C –Delivery Schedule Determined by Site:

Number of Units	Units Model	Delivery Date
1	Financial Model for Generator Energy Storage Optimization	XX months after fully executed Contract.

Maple Creek Land Company LTD

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Letter of Intent

June 30, 2022

From:
Robert Gerity
Maple Creek Land LTD
17067 Kinsman Road (route 87)
Middlefield, Ohio 44062

To :
Thomas O'Brien
Managing Partner
Integrated Process Solutions

Subject: Letter of Intent for Consulting Engagement ("LOI") Cuyahoga County Microgrid Project

To Whom it may Concern,

This is to formally advise you that Maple Creek is intending to award the Purchase Order for One (1) project consulting engagement (collectively referred to herein as the "Unit") under the terms and conditions to be negotiated and agreed during the validity of this letter (the Purchase Order), to be issued by and between Maple Creek and Integrated Process Solutions before November 28, 2022, for US\$ TBD \$ (US dollars) ("Price") ("PO"), to Integrated Process Solutions based on the following conditions:

1. The effective date of this Letter of Intent (LOI) is June 30, 2022.
2. We anticipate being able to execute a formal Purchase Order within 150 (one hundred and fifty) calendar days from the effective date of this LOI. Until such time that the Purchase Order is finalized, any reference to the "Order" or "Contract" within this LOI and attached documentation shall be deemed to refer to this LOI and any reference to the "Order date" or "Contract date" shall be deemed to refer to the effective date of this LOI.
3. Integrated Process Solutions is authorized to begin engineering, procurement and manufacturing of the scope of work upon first down payment is received from Maple Creek. Integrated Process Solutions has the right to invoice and be paid as contractual milestones are reached (as per Appendix A) independent of the PO issuance.
4. All works carried out related to this LOI shall be executed in accordance with the terms, conditions and requirements set forth in Appendix A, B and C. These documents define all commercial terms and conditions, scope of supply, and shall apply to the execution of this LOI. In case of any conflict between the LOI and its Appendices, the documents shall apply in the following order of precedence: LOI, then Appendix A, then Appendix B, then Appendix C.

Maple Creek Land Company LTD



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5. The Delivery terms for all Units shall be in accordance with the delivery schedule (as per Proposals included in Attachment C, FCA delivery incoterm @ Integrated Process Solutions Chicago based offices in Illinois.

6. To the extent that Maple Creek terminates this LOI, Maple Creek shall reimburse Integrated Process Solutions an amount calculated according to the termination schedule defined in Appendix A [or in Proposal/Frame Agreement – with reference].

7. In the event Maple Creek fails to execute the final Purchase Order within the agreed due date or to fulfill any payment obligation when due, then Integrated Process shall have the right, upon 15 (fifteen) days written notice to Maple Creek, to suspend the performance of its obligation and the scheduled delivery date (as well as all milestones schedule dates) shall be postponed by the same or for a longer period according to manufacturing slot availability.

8. In the event Buyer will request modification to the scope of work included in the technical offer included in Appendix C related to consulting engagement configuration, Seller will be entitled to adjust price and delivery.

9. Should the suspension period lasts more than 30 days, Integrated Process Solutions shall have the right to terminate this LOI and shall have the right to be paid for the price of all work completed until the termination date and reimbursed for all other costs incurred as a direct result of the termination plus a 20% penalty fee [or termination schedule if available].

9. This LOI shall be governed by the laws of Cuyahoga County, Ohio, USA.

Please acknowledge receipt and acceptance of this Letter of Intent by signing and returning a copy.

Robert Gerity

Yours Truly,
Robert Gerity
General Manager
Maple Creek Land LTD
Middlefield, Ohio 44062

Accepted on behalf of Integrated Process Solutions:

Signature: _____

Name: _____

Date: _____

Maple Creek Land Company LTD



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Middlefield, Ohio, 44062 Phone: + 1 216.357.9003
Email rgerity@lakewoodengineering.com

Appendix A – Price and Payment Schedule Determined by Final Site

Number of Units	Units Model based on final site	Price (USD)
1	Consulting Engagement	\$.00 TBD

Payment	Event/Milestone/Date	% of Contract Price Due
1	Down-payment, within the validity of this Letter of Intent ("LOI") upon issue of the commercial invoice	20%
2	Ninety (90) day after Issuance of PO or technical document presentation, whichever comes first	20%
4	At Evx 6MW Buildingchanical running test but, in any case not later than 300 days from PO	30%
5	At the delivery of the equipment	30%

Appendix B –Termination Schedule:

Termination period from LOA	Termination charge (as % of contract price)
During 1st month	20%
During 2nd month	32%
During 3rd month	45%
During 4th month	60%
During 5th month	66%
During 6th month	75%
During 7th month	85%
During 8th month	90%
During 9 th month	95%
During 10th month and above	100%

Maple Creek Land Company LTD

17067 Kinsman Road, (Route 87),
Middlefield, Ohio, 44062 Phone: + 1 216.357.9003
Email rgerity@lakewoodengineering.com



Appendix B –Delivery Schedule Determined by Site:

Number of Units	Units Model	Delivery Date
1	Consulting Engagement	XX months after down payment



June 28, 2022

Maple Creek Land Company LTD
1339 Park Row
Lakewood, Ohio, 44107
Phone: + 1 216.357.9003

Attn: Robert Gerity
CC: Jake Lill, Jesse Lill
Re: Avon Lake Regional Water / Cuyahoga Microgrid ALRW/CCM
Subject: Maple Creek Land LTD (MCL) / Frank Lill & Son, Inc. (FLS) Memorandum of Understanding
Reply to: N/A

Mr. Gerity

In response to the multiple phone calls and meetings between our two parties and in reference to the subject line of this letter, Frank Lill & Son, Inc. offers the following Memorandum of Understanding (MOU) regarding the Avon Lake Regional Water / Cuyahoga Microgrid Project (ALRW/CMP).

Robert Gerrity of MCL and Lucas Lill of FLS, on behalf of our respective companies, have agreed to enter a MOU for the future works relating to the ALRW/CMP. The following understanding is entered into with no firm discussion or agreement of pricing or project cost. For clarity, the following MOU serves to describe a general scope of work that is subject to change in both perceived scope and perceived dollars. The following MOU serves to establish a firm teaming agreement between FLS and MCL for the above referenced project subject to the statements herein.

Regarding the above referenced project and FLS's involvement thereto, FLS agrees to execute the following Scope of Work upon MCL's successful award of said project by ALRW/CMP authority and upon the two parties (FLS and MCL) successful execution of a mutually agreeable Project Contract, official Scope of Work, Project Schedule, and Project Pricing:

- Design of all plant systems as required, including engineer of record work as determined by MCL and agreed to by FLS
- Integration with local utilities as determined by MCL and agreed to by FLS
- Procurement of all major equipment as determined by MCL and agreed to by FLS
- Procurement of all balance of plant equipment as determined by MCL and agreed to by FLS
- Procurement of all balance of plant materials as determined by MCL and agreed to by FLS
- Construction and installation of all major equipment and balance of plant materials / equipment as determined by MCL and agreed to by FLS
- Cleaning, start up, and commissioning of plant and facilities and equipment as determined by MCL and agreed to by FLS
- Facility testing as determined by MCL and agreed to by FLS
- Training and turnover requirements as determined by MCL and agreed to by FLS

About Frank Lill & Son, Inc.:

Frank Lill & Son, Inc. is a 100-year-old, fourth generation, family owned and operated single source contractor; executing turnkey power plant engineering, design, and installation. For four generations, FLS has been recognized in the power plant and heavy industrial sectors for our in-depth experience, professionalism, and unwavering reliability. Our top priority is to complete our projects on schedule while maintaining the highest standards of workmanship and safety. Based out of our state of the art headquarters in Rochester, NY, we have been a major constructor of approximately 7500MW of new gas fired power plant installations throughout the United States and Canada over the last 30 years alone.

Additional information regarding Frank Lill & Son, Inc. and project specific information is available upon request or can be found on our website at www.franklillandson.com.

Lucas Lill



Vice President
Frank Lill & Son, Inc.

Robert Gerrity



Owner
Maple Creek Land LTD

