Memorandum of Understanding

Between Libra Solar LLC and Lyon County School District

This Memorandum of Understanding ("MOU") is entered into on **February 15, 2026**, by and between:

- **Libra Solar LLC** ("Libra"), with principal offices at 3 Lagoon Dr., Suite 280, Redwood City, CA 94065 and
- **Lyon County School District** ("LCSD"), with principal offices at 25 E Goldfield Ave, Yerington, NV 89477

Collectively referred to as "the Parties."

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1. Purpose

The purpose of this MOU is to memorialize the understanding between Libra and LCSD for a one-time sponsorship to support district-wide initiatives that promote workforce development and career opportunities, with an emphasis on STEM, renewable energy, and construction-related skill sets. This sponsorship is intended to provide lasting benefits for students, families, and the broader community.

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2. Sponsorship Details

- **Form of Sponsorship**: One-time lump sum monetary contribution.
- **Value**: **One Million Dollars ($1,000,000)**.
- **Timing**: The payment will be made within 45 days following execution of this MOU.
- **Use of Sponsorship Funds**: LCSD will invest the funds to generate proceeds that will support educational and workforce-development initiatives in alignment with the purpose of this MOU.

Examples of supported initiatives include but are not limited to:

- **Trade Fest** – Annual event showcasing regional trades (electrical, carpentry, plumbing, HVAC, healthcare, IT, etc.) including costs for vendors, meals, and organization.
- **Dual Enrollment Expansion** – Affiliate-taught courses with the University of Nevada, Reno (UNR) and Western Nevada College (WNC) to expand student access to college credit.

- **Industry-Recognized Credentials (IRCs)** – Certifications such as OSHA 10, AWS Welding, CNA Testing, and other workforce-aligned credentials.
- **Career Fairs & Training Tours** – Opportunities for students to gain exposure to employers, workplaces, and career pathways.
- **Facility Upgrades** – Modernization of welding labs, culinary facilities, and wood shops to meet industry standards.
- **Career Trees** – Tools connecting education with real-world career pathways to ensure relevance and purpose for students.

LCSD will retain sole discretion for how the proceeds are allocated across initiatives. Allocation decisions will be made by the Superintendent, Executive Director of Curriculum, and Executive Director of Operations, in alignment with the MOU purpose statement, LCSD policies, student needs, and workforce development goals.

3. Roles and Responsibilities

- **Libra:**
  - Provide one-time lump sum payment of $1,000,000 as described.
  - Collaborate with LCSD on timing, logistics, and recognition.
  - Participate in public acknowledgment opportunities, as appropriate.
- **LCSD:**
  - Accept, invest, and administer the funds in accordance with the MOU purpose, applicable laws, regulations, and LCSD policies.
  - Ensure that annual proceeds are used for initiatives that support STEM education, workforce pipeline development, and industry-aligned education.
  - Provide acknowledgment of the sponsorship in marketing and community-facing initiatives, as outlined in Section 5.

4. Charitable Donation

All payments made under the terms of this MOU shall be treated as charitable donations for all purposes. It is the intent of the Parties that the funds be made and

used in compliance with all applicable federal and state laws governing donations made to charitable organizations. The Parties acknowledge that they may be required by law to report information about the sponsorship and each Party agrees to report such information as legally required.

5. Recognition and Publicity

LCSD agrees to recognize Libra's sponsorship through:

- Naming recognition at events supported by the sponsorship, including but not limited to Trade Fest and Career Fairs.
- Inclusion in press releases, newsletters, social media campaigns, and LCSD communications highlighting supported initiatives.
- On-site recognition (e.g., signage) at facilities or events where improvements or activities are supported by the Sponsorship.

The Parties agree that all public communications will be coordinated and mutually approved in advance. LCSD shall not make any public announcements concerning this MOU, or the transactions contemplated hereby or otherwise communicate with any news or other media organizations concerning this MOU or related sponsorship announcements without the prior written consent of Libra.

6. Annual Impact Reporting

To promote transparency and demonstrate the continued benefits of the sponsorship, LCSD will provide Libra with an **Annual Impact Report** for a period of up to ten (10) years (unless otherwise agreed by both parties) following receipt of the funds.

The Annual Impact Report will include:

- A summary of investment performance and available proceeds.
- A description of programs, initiatives, or improvements funded during the reporting year.
- Examples of student, family, or community impact resulting from the funded initiatives.
- Recognition activities undertaken to highlight Libra's contribution.

The report will be delivered no later than December 31st of each year.

7. Term and Termination

This MOU becomes effective upon the date signed and will remain in effect indefinitely unless terminated earlier by the Parties. Libra may terminate this MOU by providing LCSD with 5 days' advance Notice (as defined in 8).

8. Notices

Any notice, demand or request (each, a "Notice") required or permitted to be given under this MOU shall be in writing and shall be deemed sufficient when delivered personally, by overnight courier, sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the Party to be notified at such Party's address as set forth below, as may be subsequently modified by written notice:

If to Libra:

Libra Solar LLC
Attn: General Counsel
3 Lagoon Drive, Suite 280
Redwood City, CA
legalus@sbenergy.com

If to LCSD:
Lyon County School District
Attn: Superintendent Timothy Logan
25 East Goldfield Avenue
Yerington, NV 89447
tlogan@lyoncsd.org

Signed and acknowledged:

Libra Solar LLC

Name: _____

Title: John Steffen Jensen

Date: 1/30/2026

Lyon County School District

Name: _____

Title: Superintendent

Date: 1-27-2026