

APPENDIX D-4

Beneficiary Eligible Mitigation Action Certification



Francis Energy, LLC: Fast Stop Convenience Store, Elephant Butte (formerly Sierra Electric Coop) EVNM-0048
Project, NM-VW-20-18

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary State of New Mexico

Lead Agency Authorized to Act on Behalf of the Beneficiary New Mexico Environment Department

(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	Fast Stop Convenience Store Elephant Butte EVNM-0048 Project
Beneficiary's Project ID:	NM-VW-20-18
Funding Request No.	<i>(sequential)</i> 030
Request Type: (select one or more)	<input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Other (specify): Click or tap here to enter text.
Payment to be made to: (select one or more)	<input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): Francis Energy, LLC
Funding Request & Direction (Attachment A)	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action <input checked="" type="checkbox"/> Appendix D-2 item (specify): Eligible Mitigation Action 9. Light Duty Zero Emission Vehicle Supply Equipment
Action Type <input type="checkbox"/> Item 10 – DERA Option (5.2.12) (specify and attach DERA Proposal)
Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1): The Beneficiary Mitigation Plan's overarching goal is to protect New Mexico's environment and the health of our citizens. The Trust allows the State the opportunity to offset (mitigate) the impact of excess nitrogen oxide (NO _x) emissions associated with the affected vehicles registered within New Mexico. The reduction of NO _x from mobile sources achieves the intended use of Trust funds by preventing the deterioration of air quality, ensuring the health and safety of the inhabitants of the State, and promoting visibility improvement within New Mexico. Implementation of diesel NO _x reduction projects using Trust funds will have immediate and long-lasting benefits. The proposed project will reduce emissions of NO _x , focusing on the most cost-effective vehicles that maximize emission reductions.
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): A publicly accessible electric vehicle charging station consisting of two (2) 150kW DC fast charging stations located on commercial property housing a convenience store / gas station / restaurant, with other amenities nearby (e.g., Elephant Butte Lake, RV Parks, Bait Shops). The site is located at 106 Rock Canyon Rd., Elephant Butte, NM, located near I-25.
Estimate of Anticipated NO_x Reductions (5.2.3): N/A
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1): The New Mexico Environment Department Administrative Services Division is the governmental entity responsible for reviewing and auditing expenditures of EMA funds to ensure compliance.
Describe how the Beneficiary will make documentation publicly available (5.2.7.2):

The New Mexico Environment Department has created a public website, <https://www.env.nm.gov/vw-settlement/> for information relating to the Trust, the VW Partial Consent Trust Decrees, New Mexico's Beneficiary Mitigation Plan, and project implementation information. To provide transparency and accountability, the NMED will post information on its website.

Describe any cost share requirement to be placed on each NO_x source proposed to be mitigated (5.2.8):

The total project cost is Three Hundred Thirty-One Thousand, Thirty-Two dollars, and Twenty-Seven cents (\$331,032.27). Trust funding will provide the requested Seventy-Seven Thousand, Two Hundred Twenty-One dollars and Twenty-Five cents (\$77,221.25), approximately 23% of the final total project cost for the purchase and installation of the charging equipment. The remaining Two Hundred Fifty-Three Thousand, Eight Hundred Eleven dollars and Two cents (\$253,811.02) constitute Francis Energy's cost share.

Describe how the Beneficiary complied with Subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):

On February 27, 2018, NMED sent notice to the U.S. Department of the Interior and the U.S. Department of Agriculture using the contact information provided in Subparagraph 4.2.8.

If applicable, describe how the mitigation action will mitigate the impacts of NO_x emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10):

Trust funds have afforded the State the opportunity to advance environmental justice goals. New Mexico's Draft Mitigation Plan expresses a commitment to prioritizing projects that benefit those communities most impacted by poor air quality. Minorities and those living below the poverty level historically have borne a disproportionate share of air pollution, including air pollution emissions associated with on-road vehicles. The service area for this project is within the City of Elephant Butte, located in Sierra County. The minority population in the area is 29%, and the low-income population is 50%. The completion of this project is an essential step towards reducing regional air pollution levels, improving human health and addressing environmental inequality.

ATTACHMENTS

(CHECK BOX IF ATTACHED)

- Attachment A Funding Request and Direction.
- Attachment B Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
- Attachment C Detailed Plan for Reporting on Eligible Mitigation Action Implementation
- Attachment D Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.26).
- Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]
- Attachment F Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13).

CERTIFICATIONS

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary the State of New Mexico, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 12/19/2023

Kirby Olson

Kirby Sue Olson, Ph.D.
Planning Section Chief, Air Quality Bureau

New Mexico Environment Department

For

State of New Mexico
[BENEFICIARY]

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ATTACHMENT B
PROJECT MANAGEMENT PLAN
PROJECT SCHEDULE AND MILESTONES

Milestone	Date
Lead Agency Provides Notice of Availability of Mitigation Action Funds	7/15/2019
Pre-application meetings with applicants	7/15/2019 through 1/9/2020
Project Sponsor Submits Proposal to Lead Agency	1/9/2020
Lead Agency Provides Written Approval of Project Sponsor's Proposal	6/8/2020
Project agreements signed.	10/20/2020
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	10/20/2020
Trustee Acknowledges Receipt of Project Certification and Funding Direction	Q4 2023
Trustee Allocates Share of State Funds for Approved Project	Q4 2023
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	Q4 2020
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Start	Q4 2020
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Complete	Q4 2023
Project Installations(s) – Start	Q4 2020
Project Installations(s) – Complete	10/10/2023
Project Sponsor provides detailed invoices for all claimed project costs, documentation for emission reduction estimates, required certification documents to Lead Agency to support direction to Trustee for Payment (Reimbursement, Direct-to-Vendor) or final accounting (Forward Funded Projects)	11/21/2023
Lead Agency completes review and certifies payment direction to Trustee (Reimbursement)	Q4 2023
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	Q4 2023
Lead Agency Reports Project Completion	Q4 2023

PROJECT BUDGET

Period of Performance: 7.1.2020-6.30.2022				
Budget Category	Total Approved Budget	Share of Total Budget Funded by the Trust	Cost-Share, if applicable (Entity #1)	Cost-Share, if applicable (Entity #2)
1. Equipment Expenditure	\$331,032.27	\$77,221.25	\$253,811.02	\$0
2. Contractor Support	\$0	\$0	\$0	\$0
3. Subrecipient Support	\$0	\$0	\$0	\$0
4. Administrative ¹	\$0	\$0	\$0	\$0
Project Totals	\$331,032.27	\$77,221.25	\$253,811.02	\$0
Percentage	100%	23%	77%	0%

¹Subject to Appendix D-2 15% administrative cap.

ATTACHMENT C
DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION
ACTION IMPLEMENTATION

The New Mexico Environment Department (NMED), as the lead agency for the State of New Mexico for implementing the Volkswagen Environmental Mitigation Settlement Plan, has established a webpage for the Settlement and mitigations actions, www.env.nm.gov/vw-settlement/. NMED will post documents and links as required under Paragraph 7 of Appendix D-3 Certification for Beneficiary Status form. NMED is subject to the *Open Meetings Act*, which provides the statutory guidelines for conducting public meetings and the *Inspection of Public Records Act*, which is a New Mexico state law that provides the public and media access to public information.

For the initial round of funding, NMED solicited, through a competitive process, public and private entities for funding opportunities. Projects were selected through a scored application using an identified scoring criterion. The records of selected projects will be posted and made available on the NMED VW Settlement webpage. The public website was created specifically to provide information related to the Trust, the VW Partial Consent Decrees, and accountability. The NMED will post timely updates on the following:

- General information on the Trust and Consent Decrees
- The State's final Beneficiary Plan
- All public records supporting funding requests the NMED submits to the Trust
- All public records supporting all expenditures of the Trust Fund
- NMED contact information

After the initial round of funding, NMED will periodically evaluate the implementation of the State's Beneficiary Mitigation Plan (BMP) and associated Eligible Mitigation Actions and will determine whether any revisions to the BMP and funding levels need to be reevaluated. If revisions to the BMP are warranted, NMED will seek public input on BMP revisions with a minimum of a 30-day public comment period.

In addition, the State will also comply with the reporting obligations listed in the Environmental Mitigation Trust Agreement for State Beneficiaries in Subparagraph 5.3.

ATTACHMENT D
DETAILED COST ESTIMATE FROM SELECTED OR POTENTIAL VENDORS
FOR EACH PROPOSED EXPENDITURE EXCEEDING \$25,000 (5.2.6)

See attached invoices.



Neal Butt

525 Camino De Los Marquez Suite 18

Santa Fe, NM 87505

neal.butt@env.nm.gov

RE: Reimbursement request Al Fast Stop Convenience Store - Elephant Butte under NM-VW-20-18 Project Agreement

Dear Mr. Butt:

Pursuant to Article 9 of the above-referenced agreement Francis Energy LLC (Francis) hereby submits its request for reimbursement for its allowable costs incurred in completing the work described in the project scope. Per Article 1 to the agreement NMED authorizes reimbursement of 25% but not to exceed \$77,221.25 to Francis. Francis has completed the project, and I have attached invoices and photos of proof of the project's completion. Francis is requesting reimbursement of \$77,221.25. Please advise if NMED requires any further documentation to support this request and we will arrange to provide the requested support.

Sincerely,

A handwritten signature in black ink, appearing to read "David Jankowsky", with a long horizontal flourish extending to the right.

David Jankowsky

CEO

Francis Energy, LLC

Francis Energy, LLC

Invoice

15 E 5th St, Ste 821
Tulsa, Oklahoma
74103

Date	Invoice #
11/28/2023	OEV-00252-2

Due Date	Terms
12/28/2023	Net30

Bill To

New Mexico Department of Environmental Quality

Description	Amount
VW EV Charging Installation for OEV-00252 Fast Stop Convenience Store - Elephant Butte Total cost = \$331,032.27 25% reimbursable (Maximum \$77,221.25) = \$82,758.07	\$ 77,221.25

E-mail	accounting@francisenergy.com	Total	\$77,221.25
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Phone #	918-236-5008	www.francisenergy.com
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Expense Listing
OEV-00252 Fast Stop Convenience Store - Elephant Butte

Vendor	Date	Invoice #	Account Description	Memo	Total Cost	VW Share	ARPA Share	Inv. Attached
						25%	75%	
Power Electronics USA Inc	8/21/2023	802310892	CIP: CHARGERS		9,400.00	2,350.00	7,050.00	y
Power Electronics USA Inc	9/30/2022	802210851	CIP: CHARGERS		14,771.33	3,692.83	11,078.49	y
Power Electronics USA Inc	12/30/2022	802211258	CIP: CHARGERS		83,704.18	20,926.04	62,778.13	y
Crane Worldwide Logistics	10/31/2022	221001341	CIP: CHARGERS		214.46	53.61	160.84	y
Crane Worldwide Logistics	11/8/2022	221100712	CIP: CHARGERS		515.72	128.93	386.79	y
Crane Worldwide Logistics	12/30/2022	221201626	CIP: CHARGERS		58.14	14.54	43.61	y
Crane Worldwide Logistics	12/30/2022	221201627	CIP: CHARGERS		54.50	13.63	40.88	y
Francis Energy Construction	10/31/2023	OEV00252 FEC-IC	CIP: LABOR		\$83,650.00	20,912.50	62,737.50	y
Uline	11/10/2022	155944587	CIP: MATERIALS		569.71	142.43	427.28	y
Hilti	11/28/2022	4620395897	CIP: MATERIALS		57.16	14.29	42.87	y
Frederick, Sommers & Western	12/14/2022	47557	CIP: MATERIALS		141.07	35.27	105.80	y
Priority 1 Inc	7/21/2023	10119673	CIP: MATERIALS		3,375.00	843.75	2,531.25	y
Gridline Land Surveying	11/14/2022	22-147	CIP: SUBCONTRACTOR		8,023.64	2,005.91	6,017.73	y
Excellence Engineering, LLC	5/10/2023	FE050123-861	CIP: SUBCONTRACTOR		2,400.00	600.00	1,800.00	y
James Montoya c/o JM Electric	11/30/2023	11.03.23	CIP: SUBCONTRACTOR		64,800.00	16,200.00	48,600.00	y
Sierra Electric Cooperative, Inc	5/25/2023	2023066	CIP: UTILITY UPGRADE		37,008.06	9,252.02	27,756.05	y
FRE O&M	11/10/2023	OEV00254 FRE-O&M	Networking and Call Center Services		14,252.00	3,563.00	10,689.00	y
Design Ready Controls	1/18/2023	459403	CIP: MATERIALS		5,778.29	1,444.57	4,333.72	y
FEDEX - Jordan Howard	7/31/2023	cc	CIP: MATERIALS		62.70	15.68	47.03	y
AMERICAN AIRLINES- Jeremy Howard	05/31/2023	CC	CIP: TRAVEL		747.40	186.85	560.55	na
AMERICAN AIRLINES - Eddie Klepacki	05/31/2023	CC	CIP: TRAVEL		773.40	193.35	580.05	na
AMERICAN AIRLINES - Eddie Klepacki	05/31/2023	CC	CIP: TRAVEL		15.32	3.83	11.49	na
ALON - Eddie Klepacki	05/31/2023	CC	CIP: TRAVEL		31.21	7.80	23.41	na
TIN CAN ALLEY - Eddie Klepacki	05/31/2023	CC	CIP: TRAVEL		14.00	3.50	10.50	na
STARBUCKS COFFEE - Eddie Klepacki	05/31/2023	CC	CIP: TRAVEL		16.14	4.04	12.11	na
HAMPTON BY HILTON INN SUITES ALBUQUERQUE AIRP	05/31/2023	CC	CIP: TRAVEL		157.62	39.41	118.22	na
WRWA PEX0118 - Eddie Klepacki	05/31/2023	CC	CIP: TRAVEL		24.00	6.00	18.00	na
ALON 7-ELEVEN - Jeremy Howard	07/31/2023	CC	CIP: TRAVEL		51.63	12.91	38.72	na
YO MAMAS GRILL - Jeremy Howard	07/31/2023	CC	CIP: TRAVEL		26.25	6.56	19.69	na
TRAVELODIGE - Christopher Trammel Jr	09/30/2023	CC	CIP: TRAVEL		125.81	31.45	94.36	na
TRAVELODIGE - Christopher Trammel Jr	09/30/2023	CC	CIP: TRAVEL		125.81	31.45	94.36	na
MARATHON PETROLEIUM - Christopher Trammel Jr	09/30/2023	CC	CIP: TRAVEL		87.73	21.93	65.80	na

Totals

331,032.27	82,758.07	248,274.20
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Potential Reward amount	77,221.25	125,000.00
Difference	5,536.82	123,274.20
Y/N for total reward amount	Yes	Yes

Actual Reward amount	202,221.25	\$ 77,221.25	\$ 125,000.00
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Charger Amounts
PO # 071522002

OEV-00252 Fast Stop Convenience Store - Elephant Butte

Charger Amounts	Power Elec_Invoices			Comments
	802210851 @15%	802211258 @85%		
Charger (150s)	\$44,700.00	6,705.00	37,995.00	
sales tax	\$3,687.75	553.16	3,134.59	tax charged @ 8.25%
commissioning	\$850.00	127.50	722.50	
	\$49,237.75	7,385.66	41,852.09	
Total for 2	\$98,475.50	14,771.33	83,704.18	

shipping	Total for 2	Total for 1	Total Invoice \$
Crane invoices			
ISIOR221001341	\$214.46	\$107.23	\$2,144.55
ISIOR221100712	\$515.72	\$257.86	\$5,157.18
ISIOR221201626	\$58.14	\$29.07	\$581.43
ISIOR221201627	\$54.50	\$27.25	\$545.00
shipping total for 2	\$842.82	\$421.41	\$8,428.16

Power Elec Inv 802310892	2 units	1 unit
4th Year Extended Warranty	\$4,700.00	\$2,350.00
5th Year Extended Warranty	\$4,700.00	\$2,350.00
	\$9,400.00	

Confirmed that the PO used for purchases of this project is 71522002 - Below shows the 3-year warranty included in the price

Power Electronics											New Purchase 8/21/23		Name of Project	State
Serial Number	Type	Voltage	Size (kW)	Model	Payment Hardware	Warranty Length	Purchase Price	PO #	Assigned Project	Date Received	Extended Warranty 4th Year	Extended Warranty 5th Year		
31614040	NB 150	480/277V	150 kW	NB150SU0000000004	RFID Only	3-Year	\$44,700.00	71522002	OEV-00252	11/8/2022	\$ 2,350.00	\$ 2,350.00	Fast Stop Elephant Butte	NM
31614047	NB 150	480/277V	150 kW	NB150SU0000000004	RFID Only	3-Year	\$44,700.00	71522002	OEV-00252	11/8/2022	\$ 2,350.00	\$ 2,350.00	Fast Stop Elephant Butte	NM



Francis Energy, LLC

SUPPLIER:

Power Electronics USA Inc
1510 N Hobson Street
Gilbert, AZ 85233
USA

SUPPLIER CONTACT:

Ashley Minervini
Phone:480-435-1872
Email:aminervini@power-electronics.com

SUPPLIER LEGAL NOTICE RECIPIENT:

PURCHASE ORDER			
PURCHASE ORDER NUMBER 000258	ROUTING CODE NXE99	REV 0	PAGE 1 of 2
THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING LISTS, BOL, CARTONS & CORRESPONDENCE RELATED TO THIS ORDER			
BUYER: Francis Energy, LLC			
SHIP TO: Francis Energy Tulsa Warehouse 1660 N Mingo Road Suite A Tulsa, OK 74116			
BILL TO: Francis Energy, LLC accounting@francisenergy.com 15 East 5th Street, Suite 821 Tulsa, OK 74103			
BUYER CONTACT: Jordan Howard Phone: 918-236-1826 Email: jhoward@francisenergy.com			
BUYER LEGAL NOTICE RECIPIENT: Same as Buyer Contact unless otherwise noted below			

SPECIAL INSTRUCTIONS					
Reference Quote No.: 133692 REV1; Dated 08/09/2023					
PO DATE Aug 9, 2023		REQUESTOR			
RISK OF LOSS AND TRANSPORTATION DDP Delivered Duty Paid TO INSURE PROMPT PAYMENT, PO NUMBER AND ROUTING CODE MUST BE ON INVOICES, PACKING SLIPS AND ALL OTHER APPLICABLE FORMS (i.e. MTRs, BOLs, etc.).					
LINE	ITEM NUMBER/PART NUMBER/DESCRIPTION	QUANTITY	UOM	UNIT PRICE	LINE TOTAL (USD)
1	PE-EXTENDEDWARRANTY - Extended Warranty up to 5 years DISTRIBUTION 1 FOR 2 Each	2.00	Each	3,000.00	6,000.00
2	PE-EXTENDEDWARRANTY - Extended Warranty up to 5 years DISTRIBUTION 1 FOR 2 Each PROJECT #: 230026 PROJECT NAME: OEV-00278: Milo's Bessemer	2.00	Each	3,000.00	6,000.00
3	PE-EXTENDEDWARRANTY - Extended Warranty up to 5 years DISTRIBUTION 1 FOR 2 Each PROJECT #: 230004 PROJECT NAME: OEV-00268: Allsups Ft. Sumner Store 2258 DISTRIBUTION 2 FOR 2 Each PROJECT #: 230005 PROJECT NAME: OEV-00269: Sierra Grande Travel Center	4.00	Each	4,700.00	18,800.00
4	PE-EXTENDEDWARRANTY - Extended Warranty up to 5 years DISTRIBUTION 1 FOR 2 Each	12.00	Each	4,700.00	56,400.00
<small>Unless specified otherwise on this Purchase Order document, this Order shall be governed by the attached Terms and Conditions. The Terms and conditions included with Supplier's proposal, order, invoice, statement, rate schedule or any other document or communication, whether written or oral, shall NOT govern the relationship between Supplier and Buyer unless specifically stated otherwise on this Purchase Order document.</small>					TOTAL 87,200.00

TERMS AND CONDITIONS OF PURCHASE ORDER

PLACEHOLDER

Power Electronics Warranty Extension prices

OFFER	133692	REVISION	1
Client	Francis		
Project	Stock PO013122002		
Location	USA		

Phoenix, August 9th, 2023

Dear customer,

Following to your query, please find attached in the following tables our budget for the warranty extension of the EV chargers according to offer 133692:

Warranty Extension

YEARS	DESCRIPTION	TOTAL PRICE
4 th year	Warranty Extension for 4 NB 120 Standalone for 4 th year	\$ 6,000.00
5 th year	Warranty Extension for 4 NB 120 Standalone for 5 th year	\$ 6,000.00
4 th year	Warranty Extension for 16 NB 150 Standalone for 4 th year	\$ 37,600.00
5 th year	Warranty Extension for 16 NB 150 Standalone for 5 th year	\$ 37,600.00
TOTAL		\$ 87,200.00

Customer: Francis
Project: Stock PO013122002
Elaborated by: Edwyn Villarreal

Offer: 133692
Checked by: Brandon DiBuo

CONDITIONS:

The Warranty extension must be agreed no later than 12 months since the delivery of the units. In case of the Warranty extension is agreed after 12 months since the delivery date, Power Electronics would perform a preliminary analysis of the status of the scope of supply (this preliminar analysis is not included in the current quotation).

The Warranty is linked with the condition of carrying out Maintenance. This maintenance can be performed by Power Electronics or an authorized third party. In order to be an authorized third party, a certification needs to be obtained from Power Electronics after receiving an especific training.

In the event that a warranty extension is required:

- If the maintenance has been performed by Power Electronics during the standard warranty period, the warranty extension can be purchased without any additional inspection.
- If the maintenance has been performed by the Buyer during the standard warranty period (3 years), Power Electronics will require to perform an inspection in the field to check the status of the charger. This inspection will be performed at the end of the standard warranty period. This inspection will be quoted separately and will allow an extension in the warranty period up to the 5th year. If any additional extension is required from the 5th year onwards, the inspection will be carried out yearly.

The maintenance is understood as the annual preventive maintenance tasks and the medium level corrective tasks. In the case that the maintenance is performed by the Buyer, the maintenance must be documented, and duly reported to Power Electronics. Otherwise, Power Electronics may opt to not honor the equipment warranty.

Power Electronics Maintenance includes:

- o Preventive maintenance according to the tasks indicated in the hardware and installation manuals. These tasks will be carried out at the charger location once a year.

Price indexation:

- o Option A: Advance payment of the service for the entire period of time: Price is not affected and remains as stated above during the period agreed.
- o Option B: Annual payment with a contractual commitment for a period of time: Price will only be affected by the yearly inflation (3% increase per year) during the period committed.
- o Option C: Annual payment without contractual commitment: PE reserves the right to revise the price according to the inflation and any additional overcost that may arise over time.

Comment and Exclusions

This pricing means always accepted in the condition that the Buyer and Power Electronics subscribe an operation and maintenance agreement in relation to the technical and economic that are collected here.

For continued warranty coverage, the charging stations must be installed according to the Power Electronics installation manuals and work within the operating ranges defined in the technical characteristics of each model. Continued work outside these ranges or work in adverse conditions can damage equipment and therefore be excluded from Warranty coverage.

The maintenance should be performed yearly from the installation and commissioning of the chargers. The maintenance date will be previously agreed between the Buyer and Power Electronics.

Power Electronics Warranty Extension prices

OFFER	133692	REVISION	1
Client	Francis		
Project	Stock PO013122002		
Location	USA		

Phoenix, August 9th, 2023

Dear customer,

Following to your query, please find attached in the following tables our budget for the warranty extension of the EV chargers according to offer 133692:

Warranty Extension

YEARS	DESCRIPTION	TOTAL PRICE
4 th year	Warranty Extension for 4 NB 120 Standalone for 4 th year	\$ 6,000.00
5 th year	Warranty Extension for 4 NB 120 Standalone for 5 th year	\$ 6,000.00
4 th year	Warranty Extension for 16 NB 150 Standalone for 4 th year	\$ 37,600.00
5 th year	Warranty Extension for 16 NB 150 Standalone for 5 th year	\$ 37,600.00
TOTAL		\$ 87,200.00

CONDITIONS:

The Warranty extension must be agreed no later than 12 months since the delivery of the units. In case of the Warranty extension is agreed after 12 months since the delivery date, Power Electronics would perform a preliminary analysis of the status of the scope of supply (this preliminar analysis is not included in the current quotation).

The Warranty is linked with the condition of carrying out Maintenance. This maintenance can be performed by Power Electronics or an authorized third party. In order to be an authorized third party, a certification needs to be obtained from Power Electronics after receiving an especific training.

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Comment and Exclusions

This pricing means always accepted in the condition that the Buyer and Power Electronics subscribe an operation and maintenance agreement in relation to the technical and economic that are collected here.

For continued warranty coverage, the charging stations must be installed according to the Power Electronics installation manuals and work within the operating ranges defined in the technical characteristics of each model. Continued work outside these ranges or work in adverse conditions can damage equipment and therefore be excluded from Warranty coverage.

The maintenance should be performed yearly from the installation and commissioning of the chargers. The maintenance date will be previously agreed between the Buyer and Power Electronics.

Purchase Order

BILL TO:

Francis Energy, LLC
 15 E 5TH ST, STE 821
 Tulsa, OK 74103
 O: 918-236-1791 F: 918-491-4587
accounting@francisenergy.com



FRANCIS
ENERGY

PO NO. 071522002
DATE 7/15/22
PROJECT ID N/A
REF. QUOTE NO. 133692 V6

TO:

Power Electronics USA, Inc.
 1510 N Hobson St
 Gilbert, AZ 85233
 Brandon DiBuo
 480-519-5977
bdibuo@power-electronics.com

SHIP TO:

United States Port
 CIF Houston, TX Port
 Francis Energy, LLC
 Jordan Howard
 918-236-1826
jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS
STOCK - 150kW & 120kW	CIF Houston Port Ship By Sept. 2nd, 2022	15% DEPOSIT 85% NET 30 FROM DATE OF DELIVERY

DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Power Electronics NB150 NB Stand-Alone Charging Post - 150 kW with SPB, 150-1000VDC, 158 kVa, 480/277VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4, Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB150SU3005011010 1010000000000013	16	\$44,700.00	\$715,200.00
Power Electronics NB120 NB Stand-Alone Charging Post - 120 kW, 150-1000VDC, 128 kVa, 480VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4; Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB120SU2005011010 1010000000000013	4	\$31,150.00	\$124,600.00
NB Commissioning	N/A	20	\$850.00	\$17,000.00

****Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.****

Sub Total	\$856,800.00
Tax	TBD
Shipping	INCLUDED
Total	\$856,800.00

Sarah Keith

Sarah Keith - Corporate Controller

Daniel J. Mandli

Daniel J. Mandli [Jul 15, 2022 11:23 CDT]

Dan Mandli - Chief Operations Officer

Seth Christ

Seth Christ - Senior VP of Operations

David Jankowsky - Founder & President

OFFER **133692**

REVISION **6**

Client Francis Energy
Project Stand Alone – Stock PO013122002
Location USA

Valencia, July 13th, 2022

Dear customer,

Following to your query please find attached our budget for the supply of the charging station for electrical vehicles.

Thanks for the opportunity provided.

Yours sincerely,



Brandon DiBuo
Head of Sales (E-Mobility)
Cell/Office: +1 480-519-5977
bdibuo@power-electronics.com

DOCUMENT CHANGE RECORD

Revision	Date	Remarks
1	05/17/2022	Initiating document
2	05/18/2022	Added Extended Warranty, Updated DDP Costs
3	05/27/2022	Price adjustment and offer n° change from 20123779 to 133692
4	06/01/2022	Transportation change to CIF and Warranty Extension Pricing update to 2 years
5	06/15/2022	Transportation price adjustment
6	07/13/2022	Price adjustment

This revision cancels last revision provided.

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1 PRESENTATION OF THE PRODUCT

1.1 NB 120



POWER SCALABILITY
SIMULTANEOUS DC CHARGING
EXTENDED FULL POWER VOLTAGE RANGE
SMART FLEET MANAGEMENT
BUILT-IN CABLE MANAGEMENT
COMPACT DESIGN

NB 120 is a standalone high power EV charger designed to meet both current and future customer needs. With a power range from 60 kW to 120 kW, it can be easily power-scalable to follow EV market growth over time. It helps to maximize revenue generation allowing up to two vehicles to be charged simultaneously.

With an extended full power voltage range, NB 120 is a future-proofing solution able to support both standard (400 V) and HV battery packs (800 V).

By making use of smart user-friendly features, such as Smart Fleet Management and Built-in Cable Management, and with a small footprint, NB 120 is the best solution for sites that require the combination of design, high power and innovation.

1.2 NB 240



POWER SCALABILITY
SIMULTANEOUS DC CHARGING
EXTENDED FULL POWER VOLTAGE RANGE
SMART FLEET MANAGEMENT
BUILT-IN CABLE MANAGEMENT
COMPACT DESIGN
DISPENSER OPTION

NB 240 is a standalone high power EV charger designed to meet both current and future customer needs. With a power range from 150 kW to 240 kW, it can be easily power-scalable to follow EV market growth over time. Furthermore, it can be expanded horizontally with one additional dispenser to scale-up the site to four DC outlets. As a result, NB 240 helps to maximize revenue generation allowing up to two vehicles to be charged simultaneously and even four vehicles with the additional dispenser.

With an extended full power voltage range, NB 240 is a future-proofing solution able to support both standard (400 V) and HV battery packs (800 V).

By making use of smart user-friendly features, such as Smart Fleet Management, Smart Power Balance and Built-in Cable Management, and its small footprint, NB 240 is the best solution for sites that require the combination of design, high power and innovation.

2 LIST OF OFFERED ELEMENTS

2.1 Power Electronics NB 120

REFERENCE	NB120SU2005011010101000000000013	
DC OUTPUT	Power [kW]	120
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO ^[1]
	Maximum continuous current CCS [A]	200 A
	Peak current CCS [A] ^[2]	350 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	128
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance ^[4]
	Cable length [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Degree of protection	NEMA 3R
	Operating temperature	From -30°C to 50°C
	Relative humidity	From 4% to 95%
	Maximum altitude (above sea level)	≤ 2000 m without derating (max. 3000 m)
	Communications	Ethernet + OCPP 1.6 + Wifi + 3G / 4G connectivity
Dimensions (WxDxH) [ft]	2.20 x 2.46 x 5.90	
Regulation	UL 2202, NEC 625, FCC Part 15 Class A	

[1] CHAdeMO up to 500 V

[2] Consult Power Electronics for more information about the overload capacity of the connector.

[3] Consult with Power Electronics for further information.

2.2 Power Electronics NB 150

REFERENCE	NB150SU30050110101010000000000013	
DC OUTPUT	Power [kW]	150
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO ^[1]
	Maximum continuous current CCS [A]	300 A
	Peak current CCS [A] ^[2]	500 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	158
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen RFID card reader E-stop pushbutton
	Protections	Isolation Monitoring DC charge: MCB
	Others	Smart Fleet Management Smart Power Balance
	Cable lenght [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Degree of protection	NEMA 3R
	Operating temperature	From -30°C to 50°C
	Relative humidity	From 4% to 95%
	Maximum altitude (above sea level)	≤ 2000 m without derating (max. 3000 m)
	Communications	Ethernet + OCPP 1.6 + Wifi + 3G / 4G connectivity
	Dimensions [ft]	2.20 x 3.12 x 6.23
	Regulation	UL 2202, NEC 625, FCC Part 15 Class A

[1] CHAdeMO up to 500 V

[2] Consult Power Electronics for more information about the overload capacity of the connector.

[3] Consult with Power Electronics for further information.

3 COMMERCIAL OFFER

3.1 SCOPE OF SUPPLY

The elements described and offered correspond to the content shown in the following table.

Item	Description	Qty	Reference	Unit Price	Total Price
1.1	NB 120 (CCS 1 + CHAdeMO)	4	NB120SU2005	31,150.00 \$	124,600.00 \$
1.2	NB 150 (CCS 1 + CHAdeMO)	16	NB150SU3005	44,700.00 \$	715,200.00 \$
TOTAL					839,800.00 \$

[*] Availability to be agreed

[**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

FREIGHT & WARRANTY

Item	Description	Qty	Reference	Unit Price	Total Price
1.	NB Commissioning	20		850.00 \$	17,000.00 \$
2.	CIF Houston Port				0.00 \$
TOTAL					17,000.00 \$

[*] Availability to be agreed

[**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

3.2 TERMS OF SALE

Prices	Net – excluding Sales Taxes
Payment	15% within 15 days of receipt of Suppliers invoice for the particular Order (Down Payment). 85% within 30 days after the receipt of the Goods at the Delivery Location as specified in the Order.
FAT Test	Included (0.00 \$) – According Power Electronics protocol No external laboratory certificate included (In case of customer desires to be at factory while FAT, it will have to be notified to Power Electronics in advance)
Warranty	Material Warranty - 3 years according to warranty conditions of PE
Service	24 hours / day. 365 days /year
Delivery time [*]	To be confirmed
Offer expiration	30 days

[*] To be negotiated

3.3 COMMENTS AND EXCLUSIONS

Following works/supplies will be out of Power Electronics' scope:

- Unload, location, erection and installation of the equipment at the customer's facility.
- Any type of civil works, bedplates, anchoring, cable channels and chambers.
- Connection to the power source (material and works)
- Backoffice management system.
- Any other goods not described in this offer.

Power source post input connection must be compliant with local applicable standards.

All offered positions will be packed and transported separately. The customer will be responsible for the manipulation and erection. Customer must confirm that he has the appropriate means for unloading and manipulation of the equipment.

It is considered part of the commissioning the supervision of Power Electronics equipment comprised in the present offer. This supervision tasks will be performed in the same commissioning travel (no previous travels are available except for special request).

The use of special tools shall not be required.

Power Electronics

	Serial Number	Type	Voltage	Size (kW)	Model	PO #	Date Received
1	31606793	NB 120	480/277V	120 kW	NB120SU000000019	71522002	11/8/2022
2	31606794	NB 120	480/277V	120 kW	NB120SU000000019	71522002	11/8/2022
3	31606795	NB 120	480/277V	120 kW	NB120SU000000019	71522002	11/8/2022
4	31606796	NB 120	480/277V	120 kW	NB120SU000000019	71522002	11/8/2022
5	31614035	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
6	31614036	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
7	31614037	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
8	31614038	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
9	31614039	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
10	31614040	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
11	31614041	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
12	31614042	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
13	31614043	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
14	31614044	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
15	31614045	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
16	31614046	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
17	31614047	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
18	31614048	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
19	31614049	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
20	31614050	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022



Crane Worldwide Logistics LLC

10700 Seymour Ave. Suite A
Franklin Park, IL zip cod 60131
USA

Tel/Fax 6304779100 /

INVOICE

Francis Solar LLC
1924 E 6th St
Tulsa, OK
Attn: Grant Harper

Date : 12/30/2022 Page : 1 / 1
Invoice No. : ISIORD221201627 /
Credit Term : D30 Customer ID:FRAN192ORD
Due Date : 01/29/2023
Job No. : DSI2211ORD01395
BL / AWB No. : ZIMUVLC10135329
MBL/MAWB No. : ZIMUVLC10135329
Job Date : 11/30/2022

Account No : C2184102

Shipper : POWER ELECTRONICS ESPANA

Consignee : Francis Energy
1924 E 6th St
Tulsa, OK

Flight/Vessel : CSL MANHATTAN/19W
Place of Receipt : VALENCIA
Port of Loading : VALENCIA
Port of Discharge : HOUSTON
Destination : HOUSTON
Delivery : HOUSTON
Commodity :
Service Level : Customs Brokerage

ETD/ETA : 12/09/2022
Packages : 2 Package(s)
C.Wgt/M3/KT : 0.000 CBM
Weight : 1106.000 LB
Container : 1 X 40HC; GAOU6440965
Reference :

Table with 5 columns: Description, Rate, Quantity, Tax, Amount. Row 1: Delivery, 545.000, 1.000 40HC, 545.00. Row 2: Total - US Dollar:FIVE HUNDRED AND FORTY FIVE DOLLARONLY, USD, 545.00

Remarks :

Prepared By: Jennifer Tednes

Mail to:Crane Worldwide,P.O.Box844174, Dallas,TX 75284-4174;ACH to:Bank of America, Dallas, TX.; Routing/Transit/ABA No. 111000025;Beneficiary:Crane Worldwide;A/C No. 586007076603

Wire:ABA No.026009593;Swift No.BOF AUS3N

EURO payments:Beneficiary: Crane Worldwide Logistics LLC ; IBAN: GB17 BOFA 1650 5048 1100 19 ; Bank name: Bank of America N.A.; Bank Location: London, UK; Swift No.BOFAGB22

SHIPPER

POWER ELECTRONICS ESPAÑA S.L.
RDA. DEL CAMP D'AVIACIÓ , 4
46160 LLÍRIA
ESPAÑA

B/L N°: 13.605

ES

OCEAN BILL OF

EXPRESS BL

CONSIGNEE

FRANCIS ENERGY LLC
15 E 5TH ST, STE 821
TULSA, OK 74103 - USA
HONE: 918-236-1791



NOTIFY

CINDY LARSEN, LCB
1500 RANKIN ROAD
HOUSTON TX 77073 - USA
M: +1 281-755-9816
CINDY.LARSEN@CRANEWW.COM

PRECARRIAGE BY

PLACE OF RECEIPT

STRIPPING, HANDLING AND DOCUMENTATION FEES AT PORT

VESSEL

CSL MANHATTAN

PORT OF LOADING

VALENCIA

OF DESTINATION FOR ACCOUNT OF EACH CONSIGNEE AS PER AGENTS TARIFF.

PORT OF DISCHARGE

HOUSTON

PLACE OF DELIVERY

Marks and Numbers
Seal NumberNumber and Kind of
Packages

Description of goods

Gross weight

Measurement

GAOU6440965 40' HC
S/045057

2 PACKAGES

LCL S.T.C.:
ELECTRICAL MACHINERY
HS CODE 850440

1.106,00kg

6,479 cbm

LCL/LCL

Total: 2 PACKAGES

FREIGHT PREPAID

Total:1.106,00 Kg

Total: 6,479 m³

* Applicable only when document used as a Through Bill of Lading.

FREIGHT TO BE PAID, DISCOUNTLESS NON RETURNABLE SHIP AND / OR
CARGO LOST OR NOT LOST

SHIPPED on board in apparent good order and condition, weight, measure, marks, numbers, quality, contents, and value unknown, for carriage to the Port of Discharge or so near thereunto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid Port unto Consignees or their Assigns, they paying freight as indicated to the left plus other charges incurred in accordance with the provisions contained in this Bill of Lading. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order. IN WITNESS whereof the Master of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

According to the declaration of the shipper

Freight amount / Importe del flete

CFR HOUSTON

Freight payable at

ORIGIN

Place and date of issue

VALENCIA 07/11/2022

Cargo insurance through the undersigned

 not covered covered according to attached policy

Number of original Bs/L

0/ZERO

Stamp and Signature

ADUANAS, LOGIST., TTE. E INTERM. EN UNID. DE SERV,
S.A. AS CARRIER

For delivery of goods please apply to:

ALTIUS USA CORP

Invoice

Invoice information

Customer's code:

Francis Energy, LLC /
1924 E 6th St / Tulsa
OK 74104

Order reference: STOCK PO-013122002 STANDALONE,
Origin of goods: Spain **HS Code:** 8504 40 9090
HS Code: 8504 40 9570 ELECTRIC INVERTERS
8504 90 9690 INDUCTOR PARTS

Invoice issued by: Power Electronics USA
Issuing CIF: 463219523

Comments

Invoice number: USA22/069
Invoice date: 03.11.2022

Notify:

Cindy Larsen, LCB
Import Brokerage Manager
1500 Rankin Road | Houston, TX 77073
M: +1 281-755-9816
cindy.larsen@craneww.com

Consignee:

FRANCIS ENERGY, LLC
15 E 5TH ST, STE 821
TULSA, OK 74103 - USA
PH: 918-236-1791
FAX 918-491-4587

Pos	Reference	Product Description	Quantity	Price USD	Amount USD
10	NB150SU0000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB (31614047, 31614050) Corresponding to delivery note 80672965	2.00 PC	44.700,00	89.400,00
Subtotal:					89.400,00

Subtotal USD	Tax base USD	VAT USD 0.00 %	Total USD
89.400,00	89.400,00	0.00	89.400,00

Terms of sale

Incoterms: FCA Liria, Valencia, Spain
Payment:
Pay terms: As per Agreement
Guarantee:
Commissioning:

ENTRY/IMMEDIATE DELIVERY

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179 Fax: 281-443-0909

19 CFR 142.3, 142.16, 142.22, 142.24

Form Approved
OMB No. 1651-0024
Exp. 08-31-2018

1. ARRIVAL DATE 120622		2. ELECTED ENTRY DATE		3. ENTRY TYPE CODE/NAME 01		4. ENTRY NUMBER CWL-5669875-7	
5. PORT 5301		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER 5669875			
		8. CONSIGNEE NUMBER 47-537012800				9. IMPORTER NUMBER 47-537012800	
10. ULTIMATE CONSIGNEE NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103				11. IMPORTER OF RECORD NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103			
12. CARRIER NAME ZIMU		13. VOYAGE/FLIGHT/TRIP 19W		14. LOCATION OF GOODS-CODE(S)/NAME(S) S903 WORLD TRADE DISTRIBUTION, INC.			
15. VESSEL CODE/NAME CSL MANHATTAN							
16. U.S. PORT OF UNLADING 5301		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE 89,400	
20. DESCRIPTION OF MERCHANDISE ELECTRICAL MACHINERY							
21. IT/BL/AWB CODE M	22. IT/BL/AWB NO. ZIMU VLC10135329	23. MANIFEST QUANTITY		24. H.S. NUMBER 8504.40.9580	25. COUNTRY OF ORIGIN IT	26. MANUFACTURER NO. ESPOWELE4VAL	
H	IFSN 1259428	2 PKGS					

27. CERTIFICATION

I hereby make application for entry/immediate delivery. I certify that the above information is accurate, the bond is sufficient, valid, and current, and that all requirements of 19 CFR Part 142 have been met.

SIGNATURE OF APPLICANT

Crane Worldwide Logistics, LLC

PHONE NO.

281-869-5179

DATE

10/28/22

29. BROKER OR OTHER GOVT. AGENCY USE

Req. Exam at:
Transfer By:

Entry Bond [] Carrier Bond []
CHL Bond [] CFS Bond []

28. CBP USE ONLY

OTHER AGENCY ACTION REQUIRED, NAMELY:

CBP EXAMINATION REQUIRED

ENTRY REJECTED, BECAUSE:

DELIVERY AUTHORIZED:

SIGNATURE

DATE

Electronic Entry Release Notification.
I certify proper release for this cargo has been received from U.S. Customs. Date: 12/05/22

Cindy Parzer

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179
Cindy Larsen
cindy.larsen@craneww.com

Cargo Release Results

Entry Summary: CWL-5669875-7
Importer: FRANCIS ENERGY, LLC
Trailer No:
Broker Ref. No: 5669875
Cust. Ref. No:
Port of Entry: 5301

ZIMU VLC10135329
IFSN 1259428 00000002PKG
[12/05/22 15:57] 94: BILL DEPARTED
[12/05/22 15:57] 98: RELEASED, Release Date Update: 12/05/22 - Selectivity Processing Date

Received: Mon, 12/05/22 4:11 PM EST

*All Times are Eastern Standard Time

<u>Master Bill</u>	<u>House Bill</u>	<u>1C</u>
ZIMU VLC10135329	IFSN 1259428	1C Entered



ENTRY SUMMARY

1. Filer Code/Entry Number CWL-5669875-7		2. Entry Type 01 ABI/A		3. Summary Date 12/16/22 GEZ		4. Surety Number 036		5. Bond Type 8		6. Port Code 5301		7. Entry Date 12/05/22			
8. Importing Carrier CSL MANHATTAN				9. Mode of Transport 10				10. Country of Origin IT				11. Import Date 12/06/22			
12. B/L or AWB Number ZIMU VLC10135329, 1259428				13. Manufacturer ID ESPOWELE4VAL				14. Exporting Country ES				15. Export Date 11/07/22			
16. I.T. Number			17. I.T. Date			18. Missing Docs			19. Foreign Port of Lading 47094			20. U.S. Port of Unlading 5301			
21. Location of Goods/G.O. Number S903 Voyage: 19W				22. Consignee Number 47-537012800				23. Importer Number 47-537012800				24. Reference Number			
25. Ultimate Consignee Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 Destination: OK City: TULSA State: OK Zip: 74103								26. Importer of Record Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 City: TULSA State: OK Zip: 74103							
27. Line No.	28. Description of Merchandise						32. A. Entered Value B. CHGS C. Relationship		33. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		34. Duty and IR Tax Dollars Cents				
	29. A. HTSUS No. B. AD/CVD No.		30. A. Gross Weight B. Manifest Qty.		31. Net Quantity in HTSUS Units										
001	STATIC CONVERTERS, OTHER 8504.40.9580 1,106 KG 2.00 NO 2 PKGS 499 - Merchandise Processing Fee 501 - Harbor Maintenance Fee						\$89,400 C \$600 N		FREE 0.3464% 0.1250%		\$0.00 \$309.68 \$111.75				
Totals for Invoice USA22-069		Invoice Value 89,400.00 USD				+/- MMV		Exchange 1.00000		Entered Value 89,400.00 USD					
Other Fee Summary (for Block 39) 499 - MPF \$309.68 501 - HMF \$111.75				35. Total Entered Value \$ 89,400 Total Other Fees \$ 421.43				CBP USE ONLY				TOTALS			
36. Declaration of Importer of Record (Owner or Purchaser) or Authorized Agent I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.						A. LIQ CODE		B. Ascertained Duty		37. Duty \$0.00					
						REASON CODE		C. Ascertained Tax		38. Tax					
								D. Ascertained Other		39. Other \$421.43					
								D. Ascertained Total		40. Total \$421.43					
41. Declarant Name (Last, First, M.I.) Title Crane Worldwide Logistics, LLC						Signature <i>Cindy Parzer</i>				Date 10/28/22					
42. Broker/Filer Information Name (Last, First, M.I.) and Phone Number Crane Worldwide Logistics LLC 1500 Rankin Road Houston, TX 77073 281-869-5179						43. Broker/Importer File Number 5669875									



Crane Worldwide Logistics LLC

10700 Seymour Ave. Suite A
Franklin Park, IL zip cod 60131
USA

Tel/Fax 6304779100 /

INVOICE

Francis Solar LLC
1924 E 6th St
Tulsa, OK
Attn: Grant Harper
Date : 10/31/2022 Page : 1 / 1
Invoice No. : ISIORD221001341 /
Credit Term : D10 Customer ID:FRAN192ORD
Due Date : 11/10/2022
Job No. : DSI2210ORD01333
BL / AWB No. : 2000000385
MBL/MAWB No. : 2000000385
Job Date : 10/28/2022
Account No : C2184102

Shipper : POWER ELECTRONICS ESPANA
Consignee : Francis Energy
1924 E 6th St
Tulsa, OK

Flight/Vessel : LONDON EXPRESS/04W39 ETD/ETA : 11/04/2022
Place of Receipt : VALENCIA Packages : 18 Package(s)
Port of Loading : VALENCIA C.Wgt/M3/KT : 0.000 CBM
Port of Discharge : HOUSTON Weight : 9252.000 LB
Destination : CHICAGO Container : 1 X 40;
Delivery : HOUSTON Reference :
Commodity :
Service Level : Customs Brokerage

Table with 5 columns: Description, Rate, Quantity, Tax, Amount. Rows include Customs Bond, Customs Clearance/Entry Fee, Customs MPF Charges, and Customs HMF Charges.

Total - US Dollar:TWO THOUSAND ONE HUNDRED FORTY FOUR DOLLARS AND FIFTY FIVE CENTSONLY USD 2,144.55

Remarks :

Prepared By: Erica Lopez
Mail to:Crane Worldwide,P.O.Box844174, Dallas,TX 75284-4174;ACH to:Bank of America, Dallas, TX.; Routing/Transit/ABA No. 111000025;Beneficiary:Crane Worldwide;A/C No. 586007076603
Wire:ABA No.026009593;Swift No.BOF AUS3N
EURO payments:Beneficiary: Crane Worldwide Logistics LLC ; IBAN: GB17 BOFA 1650 5048 1100 19 ; Bank name: Bank of America N.A.; Bank Location: London, UK; Swift No.BOFAGB22



ALTIUS USA CORP
 671 W 18Th St
 33010 Hialeah, FL
 USA
 FMC No. 0257 43NF
 T: 786-953-0805

ARRIVAL NOTICE

SHIPPER: POWER ELECTRONICS ESPAÑA S.A. RDA. DEL CAMP D'AVIACIO, 4. 46160 LLIRICA VALENCIA - ESPAÑA		DATE: 10-20-2022	
		REF NO: 23609	
CARRIER HAPAG-LLOYD A G	AIRLINE/VESSEL LONDON EXPRESS	FLIGHT/VOYAGE 04W39	ARRIVAL DATE 10-27-2022 Last Free Day (LFD)
PLACE OF RECEIPT	LOADING PORT/AIRPORT VALENCIA	DISCHARGE PORT/AIRPORT HOUSTON	PLACE OF DELIVERY
MBL/AWB HLCUBC1220953156	HBL/HAWB		IT NUMBER
CONSIGNEE Francis Energy, LLC 1924 E 6th St, 74104 TULSA OKLAHOMA - UNITED STATES		PREPAID/COLLECT Collect	
NO OF PACKAGES	DESCRIPTION	WEIGHT	
HLXU5273416 40 DV Seal n° HLD1369114	18 PACKAGE ELECTRICAL MACHINERY	9,252.00	

LOCATION BARBOURS CUT TERMINAL S787	NOTES

Wire Transfer Details.

ACH Payments : Chase bank
 4501 Weston Rd
 Weston, FL 33331
 Account: 577628537 ABBA: 021000021
 SWIFT code: CHASUS33 / Routing number: 267084131

Remit checks to: ALTIUS USA CORP
 671 W 18TH ST
 Hialeah, FL 33010

Make checks payable to Altius USA Corp.

Send to the order of ALTIUS USA CORP to:
 Altius USA Corp
 T: +1 (718) 668-48-34
 671 W 18th St
 Hialeah, FL 33010
 USA

Proforma invoice

Customer data

Customer code: 300579
Francis Energy, LLC
1924 E 6th St,
74104, Tulsa, Oklahoma, US
VAT/EIN number:
Customer P.O. n°: 71522002 Stock PO-01
Purchase order Francis, Stock PO-013122002, EV
Offer number: 20127085

Proforma:

US22-067

Date:

10/19/2022

Billing address

Francis Energy, LLC
1924 E 6th St,
74104, Tulsa, Oklahoma, US

Notify:

Cindy Larsen, LCB
Import Brokerage Manager
1500 Rankin Road | Houston, TX 77073
M: +1 281-755-9816
cindy.larsen@craneww.com

Consignee:

FRANCIS ENERGY, LLC
15 E 5TH ST, STE 821
TULSA, OK 74103 - USA
PH: 918-236-1791
FAX 918-491-4587

Comments

As per import purposes.

Pos	Reference	Description	Quantity	Price USD	Amount USD
10	NB120SU00000019	NB 120 STANDALONE UL SPB CCS1 + CHADEMO	4.000 PC	31,150.00	124,600.00
20	NB150SU00000000 04	NB 150 STANDALONE UL 300A CCS1+CHA SPB	14.000 PC	44,700.00	625,800.00

Subtotal USD	Tax base USD	VAT USD 0.00 %	Total amount USD
750,400.00	750,400.00	0,00	750,400.00 USD

Terms of sale

Payment terms: Agreement
Incoterm: CIF, HOUSTON

ENTRY/IMMEDIATE DELIVERY

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179 Fax: 281-443-0909

19 CFR 142.3, 142.16, 142.22, 142.24

Form Approved
OMB No. 1651-0024
Exp. 08-31-2018

1. ARRIVAL DATE 110122		2. ELECTED ENTRY DATE		3. ENTRY TYPE CODE/NAME 01		4. ENTRY NUMBER CWL-5662849-9	
5. PORT 5301		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER 5662849			
		8. CONSIGNEE NUMBER 47-537012800				9. IMPORTER NUMBER 47-537012800	
10. ULTIMATE CONSIGNEE NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103				11. IMPORTER OF RECORD NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103			
12. CARRIER NAME HLCU		13. VOYAGE/FLIGHT/TRIP 04W39		14. LOCATION OF GOODS-CODE(S)/NAME(S) S787 BARBOURS CUT TERMINAL			
15. VESSEL CODE/NAME LONDON EXPRESS							
16. U.S. PORT OF UNLADING 5301		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE 675,360	
20. DESCRIPTION OF MERCHANDISE ELECTRICAL MACHINERY							
21. IT/BL/AWB CODE M	22. IT/BL/AWB NO. HLCU BC1220953156	23. MANIFEST QUANTITY		24. H.S. NUMBER 8504.40.9580	25. COUNTRY OF ORIGIN ES	26. MANUFACTURER NO. ESPOWELE4VAL	
H	HLCU BC1MI53156AA	18 PKGS					

27. CERTIFICATION

I hereby make application for entry/immediate delivery. I certify that the above information is accurate, the bond is sufficient, valid, and current, and that all requirements of 19 CFR Part 142 have been met.

SIGNATURE OF APPLICANT

X Crane Worldwide Logistics, LLC *Cindy Parzer*

PHONE NO.

281-869-5179

DATE

10/14/22

29. BROKER OR OTHER GOVT. AGENCY USE

Containers:
HLXU5273416
Req. Exam at:
Transfer By:
Entry Bond [] Carrier Bond []
CHL Bond [] CFS Bond []

28. CBP USE ONLY

OTHER AGENCY ACTION REQUIRED, NAMELY:

CBP EXAMINATION REQUIRED

ENTRY REJECTED, BECAUSE:

DELIVERY AUTHORIZED:	SIGNATURE	DATE
	<i>Cindy Parzer</i>	

Electronic Entry Release Notification.
I certify proper release for this cargo has been received from U.S. Customs. Date: 10/28/22

Cindy Parzer

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179
Cindy Larsen
cindy.larsen@craneww.com

Cargo Release Results

Entry Summary: CWL-5662849-9
Importer: FRANCIS ENERGY, LLC
Trailer No:
Broker Ref. No: 5662849
Cust. Ref. No:
Port of Entry: 5301

HLCU BC1220953156
HLCU BC1MI53156AA 00000018PCS
[10/27/22 16:25] 94: BILL DEPARTED
[10/27/22 16:25] 98: RELEASED, Release Date Update: 10/28/22 - Selectivity Processing Date

Received: Thu, 10/27/22 4:25 PM EDT

*All Times are Eastern Standard Time

<u>Master Bill</u>	<u>House Bill</u>	<u>1C</u>
HLCU BC1220953156	HLCU BC1MI53156AA	1C Entered



ENTRY SUMMARY

1. Filer Code/Entry Number CWL-5662849-9		2. Entry Type 01 ABI/A		3. Summary Date 11/14/22 GEZ		4. Surety Number 036		5. Bond Type 8		6. Port Code 5301		7. Entry Date 10/28/22			
8. Importing Carrier LONDON EXPRESS				9. Mode of Transport 11				10. Country of Origin ES				11. Import Date 11/01/22			
12. B/L or AWB Number HLCU BC1220953156, BC1MI53156AA				13. Manufacturer ID ESPOWELE4VAL				14. Exporting Country ES				15. Export Date 10/10/22			
16. I.T. Number			17. I.T. Date			18. Missing Docs			19. Foreign Port of Lading 47094			20. U.S. Port of Unlading 5301			
21. Location of Goods/G.O. Number S787 Voyage: 04W39				22. Consignee Number 47-537012800				23. Importer Number 47-537012800				24. Reference Number			
25. Ultimate Consignee Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 Destination: OK City: TULSA State: OK Zip: 74103								26. Importer of Record Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 City: TULSA State: OK Zip: 74103							
27. Line No.	28. Description of Merchandise						32. A. Entered Value B. CHGS C. Relationship		33. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		34. Duty and IR Tax Dollars Cents				
	29. A. HTSUS No. B. AD/CVD No.		30. A. Gross Weight B. Manifest Qty.		31. Net Quantity in HTSUS Units										
001	STATIC CONVERTERS, OTHER 8504.40.9580 9,252 KG 14.00 NO 18 PKGS 499 - Merchandise Processing Fee 501 - Harbor Maintenance Fee						\$675,360 C \$2,000 N		FREE 0.3464% 0.1250%		\$0.00 \$2,339.45 \$844.20				
Totals for Invoice 1022262388						Invoice Value 675,360.00 USD		+/- MMV		Exchange 1.00000		Entered Value 675,360.00 USD			
Other Fee Summary (for Block 39) 499 - MPF \$575.35 501 - HMF \$844.20				35. Total Entered Value \$ 675,360 Total Other Fees \$ 1,419.55				CBP USE ONLY				TOTALS			
36. Declaration of Importer of Record (Owner or Purchaser) or Authorized Agent I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.						A. LIQ CODE		B. Ascertained Duty		37. Duty \$0.00					
						REASON CODE		C. Ascertained Tax		38. Tax					
								D. Ascertained Other		39. Other \$1,419.55					
								D. Ascertained Total		40. Total \$1,419.55					
41. Declarant Name (Last, First, M.I.) Title Crane Worldwide Logistics, LLC						Signature <i>Cindy Karzer</i>				Date 10/14/22					
42. Broker/Filer Information Name (Last, First, M.I.) and Phone Number Crane Worldwide Logistics LLC 1500 Rankin Road Houston, TX 77073 281-869-5179						43. Broker/Importer File Number 5662849									

Jennifer Clagg

From: Jordan Howard
Sent: Friday, November 18, 2022 12:31 PM
To: Jennifer Clagg; Seth Christ; Dan Mandli
Subject: Re: Crane Worldwide

Jennifer,

This is approved. It is the shipping cost for 18 of the 20 chargers on PO #071522002. You can divide the cost equally across the projects listed below.

- OEV-00241 Allsup's Tinnie Store 102379
- OEV-00249 Allsup's Tatum Store 102063
- OEV-00251 Allsup's Vaughn Store 102376
- OEV-00252 Fast Stop Convenience Store
- OEV-00254 Allsup's Roswell Store 102160
- OEV-00255 Allsup's Artesia Store 102223
- OEV-00256 Allsup's Hobbs Store 2146
- OEV-00257 Allsup's Carlsbad Store 102190
- OEV-00258 Allsup's Tucumari Store 102058

Two chargers were shipped separately, so we should be receiving another invoice in Dec. That invoice will go to the project below.

- OEV-00259 Allsup's Alamogordo Store 102377

-Jordan



Jordan Howard
General Manager of Operations

M: (918) 236-1826
C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

- [Fast Charging EV - Francis Energy EV Stations](#)

From: Jennifer Clagg <jclagg@francisenergy.com>
Sent: Wednesday, November 16, 2022 8:07 AM
To: Jordan Howard <jhoward@francisenergy.com>; Seth Christ <SChrist@francisenergy.com>; Dan Mandli <dmandli@francisenergy.com>
Subject: Crane Worldwide

Attached invoice needs approved and job # if applicable.



Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

www.francisenergy.com



Crane Worldwide Logistics LLC

10700 Seymour Ave. Suite A
Franklin Park, IL zip cod 60131
USA

Tel/Fax 6304779100 /

INVOICE

Francis Solar LLC
1924 E 6th St
Tulsa, OK
Attn: Grant Harper

Date : 11/08/2022 Page : 1 / 1
Invoice No. : ISIORD221100712 /
Credit Term : D30 Customer ID:FRAN192ORD
Due Date : 12/08/2022
Job No. : DSI2210ORD01333
BL / AWB No. : 2000000385
MBL/MAWB No. : 2000000385
Job Date : 10/28/2022

Account No : C2184102

Shipper : POWER ELECTRONICS ESPANA

Consignee : Francis Energy
1924 E 6th St
Tulsa, OK

Flight/Vessel : LONDON EXPRESS/04W39
Place of Receipt : VALENCIA
Port of Loading : VALENCIA
Port of Discharge : HOUSTON
Destination : HOUSTON
Delivery : HOUSTON
Commodity :
Service Level : Customs Brokerage

ETD/ETA : 11/04/2022
Packages : 18 Package(s)
C.Wgt/M3/KT : 0.000 CBM
Weight : 9252.000 LB
Container : 1 X 40; HLXU5273416
Reference : Quoted

Table with 5 columns: Description, Rate, Quantity, Tax, Amount. Rows include Import Terminal Handling, Delivery, Transload Fee, Blocking & Bracing, Trucking Crane Houston to Tulsa, and Total - US Dollar: FIVE THOUSAND ONE HUNDRED FIFTY SEVEN DOLLARS AND EIGHTEEN CENTSONLY.

Remarks :

Prepared By: Erica Lopez

Mail to:Crane Worldwide,P.O.Box844174, Dallas,TX 75284-4174;ACH to:Bank of America, Dallas, TX.; Routing/Transit/ABA No. 111000025;Beneficiary:Crane Worldwide;A/C No. 586007076603
Wire:ABA No.026009593;Swift No.BOF AUS3N
EURO payments:Beneficiary: Crane Worldwide Logistics LLC ; IBAN: GB17 BOFA 1650 5048 1100 19 ; Bank name: Bank of America N.A.; Bank Location: London, UK; Swift No.BOFAGB22



ALTIUS USA CORP
 671 W 18Th St
 33010 Hialeah, FL
 USA
 FMC No. 0257 43NF
 T: 786-953-0805

ARRIVAL NOTICE

SHIPPER: POWER ELECTRONICS ESPAÑA S.A. RDA. DEL CAMP D'AVIACIO, 4. 46160 LLIRICA VALENCIA - ESPAÑA		DATE: 10-20-2022 <hr/> REF NO: 23609	
CARRIER HAPAG-LLOYD A G	AIRLINE/VESSEL LONDON EXPRESS	FLIGHT/VOYAGE 04W39	ARRIVAL DATE 10-27-2022 Last Free Day (LFD)
PLACE OF RECEIPT	LOADING PORT/AIRPORT VALENCIA	DISCHARGE PORT/AIRPORT HOUSTON	PLACE OF DELIVERY
MBL/AWB HLCUBC1220953156		HBL/HAWB	
CONSIGNEE Francis Energy, LLC 1924 E 6th St, 74104 TULSA OKLAHOMA - UNITED STATES		PREPAID/COLLECT Collect	
NO OF PACKAGES	DESCRIPTION	WEIGHT	
HLXU5273416 40 DV Seal n° HLD1369114	18 PACKAGE ELECTRICAL MACHINERY	9,252.00	

LOCATION BARBOURS CUT TERMINAL S787	NOTES
Empty space for additional notes or details	

Wire Transfer Details.

ACH Payments : Chase bank
 4501 Weston Rd
 Weston, FL 33331
 Account: 577628537 ABBA: 021000021
 SWIFT code: CHASUS33 / Routing number: 267084131

Remit checks to: ALTIUS USA CORP
 671 W 18TH ST
 Hialeah, FL 33010

Make checks payable to Altius USA Corp.

Send to the order of ALTIUS USA CORP to:
 Altius USA Corp
 T: +1 (718) 668-48-34
 671 W 18th St
 Hialeah, FL 33010
 USA

Proforma invoice

Customer data

Customer code: 300579
Francis Energy, LLC
1924 E 6th St,
74104, Tulsa, Oklahoma, US
VAT/EIN number:
Customer P.O. n°: 71522002 Stock PO-01
Purchase order Francis, Stock PO-013122002, EV
Offer number: 20127085

Proforma:

US22-067

Date:

10/19/2022

Billing address

Francis Energy, LLC
1924 E 6th St,
74104, Tulsa, Oklahoma, US

Notify:

Cindy Larsen, LCB
Import Brokerage Manager
1500 Rankin Road | Houston, TX 77073
M: +1 281-755-9816
cindy.larsen@craneww.com

Consignee:

FRANCIS ENERGY, LLC
15 E 5TH ST, STE 821
TULSA, OK 74103 - USA
PH: 918-236-1791
FAX 918-491-4587

Comments

As per import purposes.

Pos	Reference	Description	Quantity	Price USD	Amount USD
10	NB120SU00000019	NB 120 STANDALONE UL SPB CCS1 + CHADEMO	4.000 PC	31,150.00	124,600.00
20	NB150SU00000000 04	NB 150 STANDALONE UL 300A CCS1+CHA SPB	14.000 PC	44,700.00	625,800.00

Subtotal USD	Tax base USD	VAT USD 0.00 %	Total amount USD
750,400.00	750,400.00	0,00	750,400.00 USD

Terms of sale

Payment terms: Agreement
Incoterm: CIF, HOUSTON

ENTRY/IMMEDIATE DELIVERY

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179 Fax: 281-443-0909

19 CFR 142.3, 142.16, 142.22, 142.24

Form Approved
OMB No. 1651-0024
Exp. 08-31-2018

1. ARRIVAL DATE 110122		2. ELECTED ENTRY DATE		3. ENTRY TYPE CODE/NAME 01		4. ENTRY NUMBER CWL-5662849-9	
5. PORT 5301		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER 5662849			
		8. CONSIGNEE NUMBER 47-537012800				9. IMPORTER NUMBER 47-537012800	
10. ULTIMATE CONSIGNEE NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103				11. IMPORTER OF RECORD NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103			
12. CARRIER NAME HLCU		13. VOYAGE/FLIGHT/TRIP 04W39		14. LOCATION OF GOODS-CODE(S)/NAME(S) S787 BARBOURS CUT TERMINAL			
15. VESSEL CODE/NAME LONDON EXPRESS							
16. U.S. PORT OF UNLADING 5301		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE 675,360	
20. DESCRIPTION OF MERCHANDISE ELECTRICAL MACHINERY							
21. IT/BL/AWB CODE M	22. IT/BL/AWB NO. HLCU BC1220953156	23. MANIFEST QUANTITY		24. H.S. NUMBER 8504.40.9580	25. COUNTRY OF ORIGIN ES	26. MANUFACTURER NO. ESPOWELE4VAL	
H	HLCU BC1MI53156AA	18 PKGS					

27. CERTIFICATION

I hereby make application for entry/immediate delivery. I certify that the above information is accurate, the bond is sufficient, valid, and current, and that all requirements of 19 CFR Part 142 have been met.

SIGNATURE OF APPLICANT

X Crane Worldwide Logistics, LLC *Cindy Parzer*

PHONE NO.

281-869-5179

DATE

10/14/22

29. BROKER OR OTHER GOVT. AGENCY USE

Containers:
HLXU5273416
Req. Exam at:
Transfer By:
Entry Bond [] Carrier Bond []
CHL Bond [] CFS Bond []

28. CBP USE ONLY

OTHER AGENCY ACTION REQUIRED, NAMELY:

CBP EXAMINATION REQUIRED

ENTRY REJECTED, BECAUSE:

DELIVERY AUTHORIZED: SIGNATURE DATE

Electronic Entry Release Notification.
I certify proper release for this cargo has been received from U.S. Customs. Date: 10/28/22

Cindy Parzer

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179
Cindy Larsen
cindy.larsen@craneww.com

Cargo Release Results

Entry Summary: CWL-5662849-9
Importer: FRANCIS ENERGY, LLC
Trailer No:
Broker Ref. No: 5662849
Cust. Ref. No:
Port of Entry: 5301

HLCU BC1220953156
HLCU BC1MI53156AA 00000018PCS
[10/27/22 16:25] 94: BILL DEPARTED
[10/27/22 16:25] 98: RELEASED, Release Date Update: 10/28/22 - Selectivity Processing Date

Received: Thu, 10/27/22 4:25 PM EDT

*All Times are Eastern Standard Time

<u>Master Bill</u>	<u>House Bill</u>	<u>1C</u>
HLCU BC1220953156	HLCU BC1MI53156AA	1C Entered



ENTRY SUMMARY

1. Filer Code/Entry Number CWL-5662849-9		2. Entry Type 01 ABI/A		3. Summary Date 11/14/22 GEZ		4. Surety Number 036		5. Bond Type 8		6. Port Code 5301		7. Entry Date 10/28/22			
8. Importing Carrier LONDON EXPRESS				9. Mode of Transport 11				10. Country of Origin ES				11. Import Date 11/01/22			
12. B/L or AWB Number HLCU BC1220953156, BC1MI53156AA				13. Manufacturer ID ESPOWELE4VAL				14. Exporting Country ES				15. Export Date 10/10/22			
16. I.T. Number			17. I.T. Date			18. Missing Docs			19. Foreign Port of Lading 47094			20. U.S. Port of Unlading 5301			
21. Location of Goods/G.O. Number S787 Voyage: 04W39				22. Consignee Number 47-537012800				23. Importer Number 47-537012800				24. Reference Number			
25. Ultimate Consignee Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 Destination: OK City: TULSA State: OK Zip: 74103								26. Importer of Record Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 City: TULSA State: OK Zip: 74103							
27. Line No.	28. Description of Merchandise						32. A. Entered Value B. CHGS C. Relationship		33. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		34. Duty and IR Tax Dollars Cents				
	29. A. HTSUS No. B. AD/CVD No.		30. A. Gross Weight B. Manifest Qty.		31. Net Quantity in HTSUS Units										
001	STATIC CONVERTERS, OTHER 8504.40.9580 9,252 KG 14.00 NO 18 PKGS 499 - Merchandise Processing Fee 501 - Harbor Maintenance Fee						\$675,360 C \$2,000 N		FREE 0.3464% 0.1250%		\$0.00 \$2,339.45 \$844.20				
Totals for Invoice 1022262388						Invoice Value 675,360.00 USD		+/- MMV		Exchange 1.00000		Entered Value 675,360.00 USD			
Other Fee Summary (for Block 39) 499 - MPF \$575.35 501 - HMF \$844.20				35. Total Entered Value \$ 675,360 Total Other Fees \$ 1,419.55				CBP USE ONLY				TOTALS			
36. Declaration of Importer of Record (Owner or Purchaser) or Authorized Agent I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.						A. LIQ CODE		B. Ascertained Duty		37. Duty \$0.00					
						REASON CODE		C. Ascertained Tax		38. Tax					
								D. Ascertained Other		39. Other \$1,419.55					
								D. Ascertained Total		40. Total \$1,419.55					
41. Declarant Name (Last, First, M.I.) Title Crane Worldwide Logistics, LLC						Signature <i>Cindy Karzer</i>				Date 10/14/22					
42. Broker/Filer Information Name (Last, First, M.I.) and Phone Number Crane Worldwide Logistics LLC 1500 Rankin Road Houston, TX 77073 281-869-5179						43. Broker/Importer File Number 5662849									

Jennifer Clagg

From: Jordan Howard
Sent: Friday, November 18, 2022 12:31 PM
To: Jennifer Clagg; Seth Christ; Dan Mandli
Subject: Re: Crane Worldwide

Jennifer,

This is approved. It is the shipping cost for 18 of the 20 chargers on PO #071522002. You can divide the cost equally across the projects listed below.

- OEV-00241 Allsup's Tinnie Store 102379
- OEV-00249 Allsup's Tatum Store 102063
- OEV-00251 Allsup's Vaughn Store 102376
- OEV-00252 Fast Stop Convenience Store
- OEV-00254 Allsup's Roswell Store 102160
- OEV-00255 Allsup's Artesia Store 102223
- OEV-00256 Allsup's Hobbs Store 2146
- OEV-00257 Allsup's Carlsbad Store 102190
- OEV-00258 Allsup's Tucumari Store 102058

Two chargers were shipped separately, so we should be receiving another invoice in Dec. That invoice will go to the project below.

- OEV-00259 Allsup's Alamogordo Store 102377

-Jordan



Jordan Howard
General Manager of Operations

M: (918) 236-1826
C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

- [Fast Charging EV - Francis Energy EV Stations](#)

From: Jennifer Clagg <jclagg@francisenergy.com>
Sent: Wednesday, November 16, 2022 8:07 AM
To: Jordan Howard <jhoward@francisenergy.com>; Seth Christ <SChrist@francisenergy.com>; Dan Mandli <dmandli@francisenergy.com>
Subject: Crane Worldwide

Attached invoice needs approved and job # if applicable.



Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

www.francisenergy.com



Crane Worldwide Logistics LLC

10700 Seymour Ave. Suite A
Franklin Park, IL zip cod 60131
USA

Tel/Fax 6304779100 /

INVOICE

Francis Solar LLC
1924 E 6th St
Tulsa, OK
Attn: Grant Harper

Date : 12/30/2022 Page : 1 / 1
Invoice No. : ISIORD221201626 /
Credit Term : D10 Customer ID:FRAN192ORD
Due Date : 01/09/2023
Job No. : DSI2211ORD01395
BL / AWB No. : ZIMUVLC10135329
MBL/MAWB No. : ZIMUVLC10135329
Job Date : 11/30/2022

Account No : C2184102

Shipper : POWER ELECTRONICS ESPANA

Consignee : Francis Energy
1924 E 6th St
Tulsa, OK

Flight/Vessel : CSL MANHATTAN/19W
Place of Receipt : VALENCIA
Port of Loading : VALENCIA
Port of Discharge : HOUSTON
Destination : HOUSTON
Delivery : HOUSTON
Commodity :
Service Level : Customs Brokerage

ETD/ETA : 12/09/2022
Packages : 2 Package(s)
C.Wgt/M3/KT : 0.000 CBM
Weight : 1106.000 LB
Container : 1 X 40HC; GAOU6440965
Reference :

Table with 5 columns: Description, Rate, Quantity, Tax, Amount. Rows include Customs Clearance/Entry Fee, Estimated Customs MPF Charges, Estimated Customs HMF Charges, ISF Filing Fee, and Total - US Dollar: FIVE HUNDRED EIGHTY ONE DOLLARS AND FORTY THREE CENTSONLY.

Remarks :

Prepared By: Jennifer Tednes

Mail to:Crane Worldwide,P.O.Box844174, Dallas,TX 75284-4174;ACH to:Bank of America, Dallas, TX.; Routing/Transit/ABA No. 111000025;Beneficiary:Crane Worldwide;A/C No. 586007076603

Wire:ABA No.026009593;Swift No.BOF AUS3N

EURO payments:Beneficiary: Crane Worldwide Logistics LLC ; IBAN: GB17 BOFA 1650 5048 1100 19 ; Bank name: Bank of America N.A.; Bank Location: London, UK; Swift No.BOFAGB22

Jennifer Clagg

From: Jordan Howard
Sent: Monday, January 23, 2023 10:00 AM
To: Jennifer Clagg
Subject: Re: Crane Inv

Approved, goes to PO #071522002.



Jordan Howard
General Manager of Operations

M: (918) 236-1826
C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

• [Fast Charging EV - Francis Energy EV Stations](#)

From: Jennifer Clagg <jclagg@francisenergy.com>
Sent: Monday, January 23, 2023 8:26 AM
To: Jordan Howard <jhoward@francisenergy.com>
Subject: Crane Inv

needs approved and job?



Jennifer Clagg
Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821
Tulsa, OK 74103

www.francisenergy.com

SHIPPER

POWER ELECTRONICS ESPAÑA S.L.
RDA. DEL CAMP D'AVIACIÓ , 4
46160 LLÍRIA
ESPAÑA

B/L N°: 13.605

ES

OCEAN BILL OF

EXPRESS BL

CONSIGNEE

FRANCIS ENERGY LLC
15 E 5TH ST, STE 821
TULSA, OK 74103 - USA
HONE: 918-236-1791



NOTIFY

CINDY LARSEN, LCB
1500 RANKIN ROAD
HOUSTON TX 77073 - USA
M: +1 281-755-9816
CINDY.LARSEN@CRANEWW.COM

PRECARRIAGE BY

PLACE OF RECEIPT

STRIPPING, HANDLING AND DOCUMENTATION FEES AT PORT

VESSEL

CSL MANHATTAN

PORT OF LOADING

VALENCIA

OF DESTINATION FOR ACCOUNT OF EACH CONSIGNEE AS PER AGENTS TARIFF.

PORT OF DISCHARGE

HOUSTON

PLACE OF DELIVERY

Marks and Numbers
Seal NumberNumber and Kind of
Packages

Description of goods

Gross weight

Measurement

GAOU6440965 40' HC
S/045057

2 PACKAGES

LCL S.T.C.:
ELECTRICAL MACHINERY
HS CODE 850440

1.106,00kg

6,479 cbm

LCL/LCL

Total: 2 PACKAGES

FREIGHT PREPAID

Total:1.106,00 Kg

Total: 6,479 m³

* Applicable only when document used as a Through Bill of Lading.

FREIGHT TO BE PAID, DISCOUNTLESS NON RETURNABLE SHIP AND / OR
CARGO LOST OR NOT LOST

SHIPPED on board in apparent good order and condition, weight, measure, marks, numbers, quality, contents, and value unknown, for carriage to the Port of Discharge or so near thereunto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid Port unto Consignees or their Assigns, they paying freight as indicated to the left plus other charges incurred in accordance with the provisions contained in this Bill of Lading. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order. IN WITNESS whereof the Master of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

According to the declaration of the shipper

Freight amount / Importe del flete

CFR HOUSTON

Freight payable at

ORIGIN

Place and date of issue

VALENCIA 07/11/2022

Cargo insurance through the undersigned

 not covered covered according to attached policy

Number of original Bs/L

0/ZERO

Stamp and Signature

ADUANAS, LOGIST., TTE. E INTERM. EN UNID. DE SERV,
S.A. AS CARRIER

For delivery of goods please apply to:

ALTIUS USA CORP

1. DEFINITIONS
"Carrier" means "Altius S.A. (Aduanas Logística Transportes e Intermediación en Unidades de Servicio S.A.), Muelle Reparaciones Bouzas S/N, 36208, Vigo (Pontevedra) Spain".
"Carriage" means the whole or any part of the operations and services undertaken by Carrier in respect of the Goods covered by this bill of lading whether by water, land or air.
"Charges" includes freight, deadfreight, demurrage and all expenses and money obligations incurred or payable in accordance with the applicable tariff or this bill of lading.
"COGSA" means the U.S. Carriage of Goods by Sea Act.
"Container" includes any open or closed container, van, trailer, flatbed, flatrack, transportable tank or any similar receptacle whatsoever used to consolidate the Goods and any connected equipment.
"Goods" means the cargo, in whole or part, received from the shipper and any Container not supplied by or on behalf of Carrier.
"Hague Rules" means the International Convention for the Unification of Certain Rules relating to Bills of Lading of 1924 including the Visby Amendment and the 1979 Protocol.
"Hamburg Rules" means the UN-Convention on the Carriage of Goods by Sea of 1978.
"Merchant" includes the shipper, consignee, receiver, holder of this bill of lading, or any person owning or entitled to possession of the Goods or of this bill of lading, and the servants and agents and principals of any of these, all of whom shall be jointly and severally liable to Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this bill of lading.
"Subcontractor" includes the owners, managers, charterers, slot or space charterers, and operators at any Vessel (other than Carrier): underlying or substitute carriers; stevedores and terminal operators; and any direct or indirect servant, agent or subcontractor (including their own subcontractors), or any other party employed by or on behalf of Carrier, or whose services or equipment have been used to perform this contract whether in contractual privity with Carrier or not.
"Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel, leadership, barge or other means of conveyance by water used for the Carriage.
2. CARRIER'S TARIFF(S)
All terms and conditions of Carrier's applicable tariff(s), including but not limited to those pertaining to demurrage and detention are incorporated herein. Copies of the tariff(s) or relevant provisions thereof are obtainable from Carrier or the applicable regulatory body on request. In the event of a conflict between the terms and conditions of such tariff(s) and this bill of lading, the bill of lading shall prevail.
3. CHARGES
3.1 Charges shall be deemed earned on acceptance of Goods or Containers or other packages for shipment by Carrier and shall be paid by Merchant in full, without any offset, counterclaim or deduction, Goods and/or Vessel or other conveyance lost or not lost and shall be non-returnable in any event.
3.2 Merchant shall remain responsible for all Charges, regardless whether the bill of lading be marked, in words or symbols, "Prepaid" or "Collect".
3.3 In case of non-payment of Charges or any other amount(s) due under this contract, Carrier is entitled to pursue the relevant amount(s) against Merchant or Goods and Merchant shall also be liable for interest on any overdue amount(s) as well as Carrier's reasonable attorney's fees and expenses incurred in collecting any amount(s) due.
3.4 In arranging for any services with respect to Goods, Carrier shall be considered Merchant's agent for all purposes. Charges and any payment of Charges to parties other than Carrier shall not, in any event, be considered payment to Carrier.
3.5 Charges for cold treatment are for administration only and do not impose any responsibility on Carrier for completion of cold treatment as per the applicable regulations.
4. CARRIER'S RESPONSIBILITY
4.1 Except as otherwise noted herein, Carrier shall be responsible for loss of or damage to Goods under the following circumstances only:
(a) PORT-TO-PORT SHIPMENT
(1) When Goods have been lost or damaged from the time of loading on the Vessel until the time of discharge from the Vessel, Carrier's responsibility is governed by Spanish law making the Hague-Rules compulsorily applicable. However, if the bill of lading covers a shipment to or from the USA, COGSA governs Carrier's responsibility and shall apply during the time from loading the Goods on the Vessel until discharge as well as during all times before loading and after discharge of the Goods from the Vessel.
(2) Carrier shall not be responsible for any fault of its personnel and of the Vessel's crew in cases of damage or loss caused by fire or explosion on board the Vessel ("Fire"), or caused by the navigation or management of the Vessel save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods ("Error in Navigation").
(3) Carrier shall not be responsible for any fault of other persons involved in the navigation or management of the Vessel, in particular, a pilot on board of the Vessel or the Crew of a tug boat assisting the Vessel, in cases of damage or loss caused by the navigation or the management of the Vessel, except for damage or loss caused, when executing measures, which were predominantly taken in the interest of the Goods ("Error in Navigation").
(4) Carrier is not deemed to have custody of the Goods before loading and after discharge, and Carrier is not responsible for acts or omissions of a terminal operator to which the Goods were submitted either by Carrier or by Merchant.
(b) MULTIMODAL TRANSPORT
(1) If it is established that loss or damage to Goods occurred during the port-to-port leg, Carrier's responsibility is governed by clause 4.1(a) and if it is established that loss or damage to Goods occurred during any other leg, the law applicable to such leg of transport shall apply except that if the bill of lading covers a shipment to or from the USA, in which case COGSA shall apply for all legs of transport. If the law thus applicable is not compulsory Carrier's liability shall never exceed 2 Special Drawing Rights ("SDR") per kilo of gross weight of Goods lost or damaged.
(2) If it is not established during which leg of transport loss of or damage to Goods has occurred, Carrier's liability shall be determined in accordance with Spanish law, except for shipments to or from the USA in which case COGSA shall apply, unless otherwise provided for herein, in no event shall the liability of Carrier exceed 2 SDR per kilo of gross weight of Goods lost or damaged.
4.2 LIMITATION OF LIABILITY
(a) In no event shall Carrier's liability under or in connection with this bill of lading exceed 2 SDR per kilo of the gross weight of the Goods lost or damaged, except that if COGSA applies, in which case liability shall not exceed US\$ 500 per package or per customary freight unit, as the case may be.
(b) The limitations of liability provided herein apply unless the nature and value of the Goods have been declared by Merchant prior to shipment and inserted in the box "Declared value" and extra freight paid if required. In no event shall the limitation amount exceed the declared value and nothing herein shall be construed as a waiver of limitation.
(c) The terms and conditions in Carrier's tariff(s) and herein (including the limitation of liability of US\$ 500 per package or per customary freight unit and law and jurisdiction clauses in this bill of lading) shall apply to all multimodal shipments originating in the USA unless Merchant selects full value Carmack liability coverage under 49 U.S.C. § 11706 by notifying Carrier at the time of booking the Goods and prepaying a negotiated Carmack freight rate obtained from Carrier.
4.3 MISCELLANEOUS PROVISIONS
(a) Delay: Carrier does not undertake that Goods or any documents relating thereto will arrive at a particular time at the Port of Discharge or at the Place of Delivery and Carrier shall not under any circumstances whatsoever be liable for any direct, indirect or consequential loss or damage caused by delay, unless such delay was caused by Carrier, its servants or agents with the intention to cause damage or recklessly or with knowledge that such damage would probably result. If Carrier nevertheless shall be held legally liable for any loss or damage caused by delay, such liability shall in no event exceed 3 (three) times the freight paid.
(b) Except as provided herein, under no circumstances shall Carrier be liable for any indirect or consequential loss or damage or for any loss of profit or business from any cause whatsoever, unless such loss or damage was caused by Carrier, its servants or agents with the intention to cause damage, or recklessly or with knowledge that such damage would probably result.
(c) The liberties, rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature, provided in this bill of lading, or under statute, shall apply in any action or proceeding against Carrier whether founded in contract, tort, bailment or otherwise.
(d) Carrier shall, notwithstanding which legislation is applicable hereunder, be entitled to the benefit of Sections 30501 through 30511, Title 46, U.S. Code as may be amended as if the same were expressly set out herein, including but not limited to the Limitation of Liability Act and Fire Statute.
(e) Carrier shall have no liability whatsoever arising out of or in connection with the acts of any person (not employed or instructed by Carrier) who unlawfully, by the use of force or threats of any kind, damages, ceases, or exercises control over the Goods, over any Subcontractor or over any means of transportation or storage of the Goods.
5. SUBCONTRACTING
(a) Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing or other handling whatsoever as well as any and all duties whatsoever undertaken by it in relation to the Goods or Containers or in performance of this contract.
(b) No Subcontractor shall in any circumstances be under any liability whatsoever to Merchant for any loss, damage or delay whether arising or resulting directly or indirectly from any act, neglect or default on the Subcontractor's part, and Merchant undertakes that no claim or allegation, whether in contract, bailment, tort, or otherwise, shall be made against any Subcontractor seeking to impose any liability whatsoever in connection with this contract. If any such claim or allegation should nevertheless be made, Merchant will indemnify Carrier against all consequences thereof.
(c) Without prejudice to the foregoing, every liberty, exemption, limitation of and exonerations from liability, condition, right, defense and immunity contained herein or available to Carrier including the right to enforce any law or jurisdiction provision contained herein shall also be available to and extend to every Subcontractor and Vessel which shall be entitled to enforce same against Merchant.
6. METHODS OF PERFORMANCE/LIBERTIES
6.1 Carrier may at any time and without notice:
(a) Use any means of transport (water, land and/or air) or storage whatsoever to accomplish the total or any part of the Carriage.
(b) Tranship or carry on another Vessel or conveyance or by any other means of transport than that named on the reverse side thereof.
(c) Proceed by any route, place or port, in its discretion, at any speed and in any order, and omit, proceed to or stay at any place or port whatsoever, whether scheduled or not.
(d) Sail with or without pilots.
(e) Terminate the transportation and discharge Goods or Containers and require Merchant to take delivery. Upon Merchant's failure to do so, Carrier can take any measures including devanning, selling, disposing or storing the Goods at risk and expense of Merchant and Goods.
(f) Open any Container to inspect the contents, and if it appears that any part thereof cannot safely or properly be carried, either at all or without incurring additional expense, Carrier may terminate the transportation and/or incur any reasonable additional expenses to continue Carriage at Merchants risk and expense.
(g) Carry livestock, explosives, munitions, warlike stores, dangerous or hazardous Goods or lawful Goods of any and all kinds.
(h) Dry dock or stop at any unscheduled port for bunkers, repairs or for any purpose whatsoever.
(i) Comply with any orders, directions or recommendations given by any government or authority; and/or
(j) Take any other steps or precautions as may appear reasonable to Carrier under the circumstances.
6.2 The liberties set out in 6.1 above may be invoked for any purpose whatsoever and shall not be deemed to be an unreasonable deviation. Notwithstanding, Carrier shall be entitled to full Charges and any additional freight, storage and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from Merchant, and Carrier shall have a lien on the Goods for same.
7. DECK CARGO
Goods, whether containerized or not, may be carried on or under deck without notice to Merchant and at Carrier's sole option, and Merchant expressly agrees that: (i) Containers carried on deck are considered for all legal purposes to be stowed under deck; (ii) Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck Carriage; (iii) Carriage of Goods on deck not in Container(s) is solely at Merchants risk; (iv) Carrier is not responsible for any expense, loss, damage or delay to the Goods resulting from Carriage on deck; (v) Carriage of Goods on deck is subject to all terms and conditions of this bill of lading.
8. DELIVERY
8.1 Neither Carrier nor any Subcontractors are obliged to inform Merchant or Notify Party of Vessel's estimated or actual date of time of arrival, and if given, such information shall be considered gratuitous.
8.2 Merchant shall take delivery of the Goods within the time provided in Carrier's applicable Tariff(s). If Merchant fails to do so, Carrier may without notice take any reasonable measure at Merchant's sole risk and expense, including devanning, selling, disposing, or storing the Goods. Such measures shall constitute due delivery hereunder and all liability whatsoever of Carrier in respect of the Goods shall cease.
8.3 After discharge of the Goods, Carrier shall not be responsible for any claims, loss, liability, penalties, damage, delay, fines, attorney fees, costs and/or expenses: (i) arising out of the Goods being in the custody of Customs or other authority and/ or (ii) in the event the Goods are improperly released or delivered by Customs or other authority to a third party without the consent of Carrier.
9. NOTICE OF CLAIM AND TIME TO SUE
If notice of loss, damage or claim is not given at time of discharge/removal of Goods by Merchant or, if not then apparent, within 3 (three) consecutive days thereafter, a presumption of discharge/delivery in good order shall arise. In any event, Carrier shall be discharged from all liability whatsoever in respect of the Goods, including any claims for indemnity or contribution, unless suit is brought within 1 (one) year after their delivery or the date when they should have been delivered, provided however that if a shorter period for commencement of suit applies under applicable law, any liability whatsoever of Carrier shall cease unless suit is brought within such shorter period.
10. CARRIER'S LIEN
Carrier shall have a lien on Goods and any Charges and documents relating thereto for all sums due under this contract or any other contract or undertaking to which Merchant was party or otherwise involved, which lien shall also extend to General Average contributions, salvage and cost of recovering such sums, inclusive of attorney fees, and shall survive delivery. Such lien may be enforced by Carrier by public or private sale at expense of and without notice to Merchant.
11. MERCHANT'S RESPONSIBILITY
11.1 Merchant warrants that in agreeing to the terms and conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the Goods and this bill of lading. Merchant further warrants that: (i) the particulars relating to the Goods as set out on the reverse hereof have been checked and that such particulars, and any other particulars furnished by or on behalf of Merchant are adequate and correct, and (ii) it has complied with all statutes, ordinances, regulations and requirements of whatsoever nature relative to the Goods, Containers or other packages, its/their documentation or in any other way relating thereto.
11.2 Merchant acknowledges that carriage of bullion, precious metals or minerals, diamonds, precious or semi-precious stones or coinage, artworks, antiques, jewellery or rare or precious artefacts, documents of value including but not limited to currency notes, bonds, bearer documents, negotiable instruments, bank drafts, checks, or payment orders, is subject to particular provisions furnished with the booking of the Goods and Carrier's written approval prior to shipment.
11.3 When a Container is stuffed by or on behalf of Merchant, such Container shall be deemed shipped as "Shipper's weight, load, stow, count and seal" and Carrier shall not be liable for loss of or damage to the Goods caused by the: (i) manner in which Container has been stuffed; (ii) unsuitability of Goods for Carriage in Containers, or (iii) Merchant's failure to seal the Container at the commencement of Carriage. Merchant agrees Carrier has no reasonable means of checking quantity, weight, condition, identity or existence of contents or manner in which Goods are stuffed, stowed and secured within Container or breakbulk cargo is packaged, or that same is accurate or proper.
11.4 When a Container is supplied by Carrier and has been stuffed by or on behalf of Merchant, Carrier shall not be liable for loss of or damage to the Goods caused by the unsuitability or defective condition of the Container, which would have been apparent upon reasonable inspection by Merchant at or prior to time Container was stuffed.
11.5 In absence of a written request to the contrary, Carrier is not under an obligation to provide a Container of any particular type or quality.
11.6 When any Container is owned or leased by Carrier, Merchant shall be liable, at tariff rates, for any delay beyond time allowed for the use of such Container, and for any loss, damage or expense incurred by Carrier as a result of failure to return the Container to Carrier in sound condition and state of cleanliness as when received, even if a condition caused by Goods does not then manifest itself and/or results in loss damage or expense at a subsequent time. Payment thereof is due upon presentation of written cost estimates.
11.7 Carrier is committed to the concept of supply chain security. Merchant ensures the sealing of all packed Containers immediately after stuffing is completed and before placing them at Carrier's disposal for all destinations. Only high security seals must be used. All seals must meet the specifications for high security seals issued by the International Organization for Standardization under ISO/PAS 17712 and any subsequent amendment or new definition thereof.
11.8 When a Container is supplied by Merchant, Merchant warrants that: (i) the Container complies with CSC, ISO standards and all applicable rules and regulations established by IMO or other competent authorities or bodies, and (ii) the Container(s) meet or exceed applicable stacking weight and racking test load minimums.
11.9 Merchant shall be liable for and shall indemnify, defend and hold Carrier harmless against all claims, loss, liability, penalties, damage, delay, fines, attorney fees, costs, and/or expenses arising from any failure of Merchant to comply with the above-mentioned obligations or otherwise provided in this bill of lading or in any way related to the Goods or Container or which results from the acts or omissions of Merchant, its agents or servants or third parties for whom Merchant, its agents or servants are responsible.
12. DANGEROUS OR HAZARDOUS GOODS
12.1 No Goods which are or may become dangerous, hazardous, flammable, explosive, noxious or damaging (including radioactive material), or which are or may become liable to damage any person or property whatsoever, regardless of whether such Goods are listed in any international or national code, convention, listing or table, shall be tendered to Carrier for Carriage without its express consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to Carrier without such written consent and marking, or if in the opinion of Carrier the Goods are or are liable to become of a dangerous, hazardous, flammable, explosive, noxious or damaging nature, the same may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to Merchant.
12.2 Merchant undertakes that such Goods are packed in a manner adequate to withstand the risk of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Goods or Carriage including IMDG Code, ADA, RID, and CFR.
12.3 Merchant shall indemnify and defend Carrier against all claims, loss, liability, damage, delay, fines, attorney fees, costs, and/or expenses arising from or related to the Carriage of such Goods and/or breach of any of the warranties and obligations provided herein whether or not Merchant was aware of the nature of such Goods.
13. REEFER CONTAINERS
Containers with temperature- or atmosphere-controlled apparatus will not be furnished unless expressly contracted for in writing at time of booking and, when furnished, may entail increased Charges. In absence of an express request, it shall be conclusively presumed that use of a dry Container is appropriate for the Goods. Merchant must provide Carrier with desired set-temperature when delivering Containers to Carrier. Carrier shall not be responsible for: (i) the functioning of temperature- or atmosphere-controlled Containers not supplied by Carrier or related companies or (ii) the consequences of the Goods. When placed in any Container, being at a higher temperature than that required for the Carriage (hot stuffing). Merchant acknowledges that temperature - or atmosphere-controlled Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature or to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.
Merchant acknowledges that Goods, which require refrigeration, ventilation or other specialized attention, were not verified by Carrier, when received, as being at the carrying temperature, humidity level or other condition designated by Merchant.
14. BOTH-TO-BLAME COLLISION CLAUSE
The Both-to-Blame Collision Clause published by the Baltic and International Maritime Council and obtainable from Carrier or its agents upon request is hereby incorporated herein.
15. GENERAL AVERAGE
15.1 General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994. Merchant shall give such cash deposit or other security as Carrier may deem sufficient to cover estimated General Average contribution of Goods before delivery as Carrier requires or, if not so required, within 3 (three) months of delivery of Goods, whether or not at the time of delivery Merchant had notice of Carrier's lien. Carrier shall be under no obligation to exercise any lien for General Average contribution due from Merchant(s).
15.2 Cargo's contribution in General Average shall be paid even when such Average is result of fault, neglect or error of the Master, pilot, officers, or crew. The New Jason Clause published by the Baltic and International Maritime Council and obtainable from Carrier or its agents upon request is hereby incorporated herein.
16. LAW AND JURISDICTION
This Bill of Lading shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this contract shall be determined by Arbitration in London. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.
17. NON-WAIVER ERANO SEVERABILITY
17.1 No servant or agent of Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of Carrier having actual authority to bind Carrier to such waiver or variation.
17.2 Nothing herein shall operate to deprive Carrier of any statutory protection or defense, immunity, exemption, limitation of or exonerations from liability contained in applicable laws.
17.3 The terms and conditions of this bill of lading (including those of the applicable tariff(s)) are separable, and if any part or term is held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

Invoice

Invoice information

Customer's code:

Francis Energy, LLC /
1924 E 6th St / Tulsa
OK 74104

Order reference: STOCK PO-013122002 STANDALONE,
Origin of goods: Spain **HS Code:** 8504 40 9090
HS Code: 8504 40 9570 ELECTRIC INVERTERS
8504 90 9690 INDUCTOR PARTS

Invoice issued by: Power Electronics USA
Issuing CIF: 463219523

Comments

Invoice number: USA22/069
Invoice date: 03.11.2022

Notify:

Cindy Larsen, LCB
Import Brokerage Manager
1500 Rankin Road | Houston, TX 77073
M: +1 281-755-9816
cindy.larsen@craneww.com

Consignee:

FRANCIS ENERGY, LLC
15 E 5TH ST, STE 821
TULSA, OK 74103 - USA
PH: 918-236-1791
FAX 918-491-4587

Pos	Reference	Product Description	Quantity	Price USD	Amount USD
10	NB150SU0000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB (31614047, 31614050) Corresponding to delivery note 80672965	2.00 PC	44.700,00	89.400,00
Subtotal:					89.400,00

Subtotal USD	Tax base USD	VAT USD 0.00 %	Total USD
89.400,00	89.400,00	0.00	89.400,00

Terms of sale

Incoterms: FCA Liria, Valencia, Spain
Payment:
Pay terms: As per Agreement
Guarantee:
Commissioning:

ENTRY/IMMEDIATE DELIVERY

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179 Fax: 281-443-0909

19 CFR 142.3, 142.16, 142.22, 142.24

Form Approved
OMB No. 1651-0024
Exp. 08-31-2018

1. ARRIVAL DATE 120622		2. ELECTED ENTRY DATE		3. ENTRY TYPE CODE/NAME 01		4. ENTRY NUMBER CWL-5669875-7	
5. PORT 5301		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER 5669875			
		8. CONSIGNEE NUMBER 47-537012800				9. IMPORTER NUMBER 47-537012800	
10. ULTIMATE CONSIGNEE NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103				11. IMPORTER OF RECORD NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103			
12. CARRIER NAME ZIMU		13. VOYAGE/FLIGHT/TRIP 19W		14. LOCATION OF GOODS-CODE(S)/NAME(S) S903 WORLD TRADE DISTRIBUTION, INC.			
15. VESSEL CODE/NAME CSL MANHATTAN							
16. U.S. PORT OF UNLADING 5301		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE 89,400	
20. DESCRIPTION OF MERCHANDISE ELECTRICAL MACHINERY							
21. IT/BL/AWB CODE M	22. IT/BL/AWB NO. ZIMU VLC10135329	23. MANIFEST QUANTITY		24. H.S. NUMBER 8504.40.9580	25. COUNTRY OF ORIGIN IT	26. MANUFACTURER NO. ESPOWELE4VAL	
H	IFSN 1259428	2 PKGS					

27. CERTIFICATION

I hereby make application for entry/immediate delivery. I certify that the above information is accurate, the bond is sufficient, valid, and current, and that all requirements of 19 CFR Part 142 have been met.

SIGNATURE OF APPLICANT

Crane Worldwide Logistics, LLC *Cindy Parzer*

PHONE NO.

281-869-5179

DATE

10/28/22

29. BROKER OR OTHER GOVT. AGENCY USE

Req. Exam at:
Transfer By:

Entry Bond [] Carrier Bond []
CHL Bond [] CFS Bond []

28. CBP USE ONLY

OTHER AGENCY ACTION REQUIRED, NAMELY:

CBP EXAMINATION REQUIRED

ENTRY REJECTED, BECAUSE:

DELIVERY AUTHORIZED:	SIGNATURE	DATE
----------------------	-----------	------

Electronic Entry Release Notification.
I certify proper release for this cargo has been received from U.S. Customs. Date: 12/05/22

Cindy Parzer

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179
Cindy Larsen
cindy.larsen@craneww.com

Cargo Release Results

Entry Summary: CWL-5669875-7
Importer: FRANCIS ENERGY, LLC
Trailer No:
Broker Ref. No: 5669875
Cust. Ref. No:
Port of Entry: 5301

ZIMU VLC10135329
IFSN 1259428 00000002PKG
[12/05/22 15:57] 94: BILL DEPARTED
[12/05/22 15:57] 98: RELEASED, Release Date Update: 12/05/22 - Selectivity Processing Date

Received: Mon, 12/05/22 4:11 PM EST

*All Times are Eastern Standard Time

<u>Master Bill</u>	<u>House Bill</u>	<u>1C</u>
ZIMU VLC10135329	IFSN 1259428	1C Entered



ENTRY SUMMARY

1. Filer Code/Entry Number CWL-5669875-7		2. Entry Type 01 ABI/A		3. Summary Date 12/16/22 GEZ		4. Surety Number 036		5. Bond Type 8		6. Port Code 5301		7. Entry Date 12/05/22			
8. Importing Carrier CSL MANHATTAN				9. Mode of Transport 10				10. Country of Origin IT				11. Import Date 12/06/22			
12. B/L or AWB Number ZIMU VLC10135329, 1259428				13. Manufacturer ID ESPOWELE4VAL				14. Exporting Country ES				15. Export Date 11/07/22			
16. I.T. Number			17. I.T. Date			18. Missing Docs			19. Foreign Port of Lading 47094			20. U.S. Port of Unlading 5301			
21. Location of Goods/G.O. Number S903 Voyage: 19W				22. Consignee Number 47-537012800				23. Importer Number 47-537012800				24. Reference Number			
25. Ultimate Consignee Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 Destination: OK City: TULSA State: OK Zip: 74103								26. Importer of Record Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 City: TULSA State: OK Zip: 74103							
27. Line No.	28. Description of Merchandise						32. A. Entered Value B. CHGS C. Relationship		33. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		34. Duty and IR Tax Dollars Cents				
	29. A. HTSUS No. B. AD/CVD No.		30. A. Gross Weight B. Manifest Qty.		31. Net Quantity in HTSUS Units										
001	STATIC CONVERTERS, OTHER 8504.40.9580 1,106 KG 2.00 NO 2 PKGS 499 - Merchandise Processing Fee 501 - Harbor Maintenance Fee						\$89,400 C \$600 N		FREE 0.3464% 0.1250%		\$0.00 \$309.68 \$111.75				
Totals for Invoice USA22-069		Invoice Value 89,400.00 USD				+/- MMV		Exchange 1.00000		Entered Value 89,400.00 USD					
Other Fee Summary (for Block 39) 499 - MPF \$309.68 501 - HMF \$111.75				35. Total Entered Value \$ 89,400 Total Other Fees \$ 421.43				CBP USE ONLY				TOTALS			
36. Declaration of Importer of Record (Owner or Purchaser) or Authorized Agent I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.						A. LIQ CODE		B. Ascertained Duty		37. Duty \$0.00					
						REASON CODE		C. Ascertained Tax		38. Tax					
								D. Ascertained Other		39. Other \$421.43					
								D. Ascertained Total		40. Total \$421.43					
41. Declarant Name (Last, First, M.I.) Title Crane Worldwide Logistics, LLC						Signature <i>Cindy Karzer</i>				Date 10/28/22					
42. Broker/Filer Information Name (Last, First, M.I.) and Phone Number Crane Worldwide Logistics LLC 1500 Rankin Road Houston, TX 77073 281-869-5179						43. Broker/Importer File Number 5669875									



Design Ready Controls Inc

9325 Winnetka Ave N
Brooklyn Park, MN 55445 USA

Phone: 763-565-3000
Fax: 763-315-2800
Fed ID: 41-1649617
Currency: USD
Country of Origin: USA

Invoice No. 459403

Page 1 of 1

Account address:

Francis Energy

15 E 5th St, Ste 821
Tulsa, OK 74103

Ship Via: FedEx Ground

Fob desc: DRC

Shipping address: *

Francis Energy
1660 N Mingo RD, STE A
Tulsa OK, 74116

459403

REF1: B-FRANCIS ENERGY 600A

REF2: B-600A

Invoice Date	Due Date	Terms	Salesperson	Tracking Number
1/18/2023	2/17/2023	N30		393537016164

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	DRC 057956 Assy, FRANEN, Panel - 600A	B	EA	5,305.43000	\$5,305.43
RMA		Shipment 456458 Our Order 456748 Your Order 072822001				

LC 1/19/23

Please Remit Payment To:

Design Ready Controls Inc.
PO Box 583733
Minneapolis, MN 55458

Invoice Sub-total	\$5,305.43
Freight	\$21.00
Tax	\$424.43
Invoice Total	\$5,750.86

45184

2577829



Design Ready Controls Inc

9325 Winnetka Ave N
Brooklyn Park, MN 55445 USA

Phone: 763-565-3000
Fax: 763-315-2800
Fed ID: 41-1649617
Currency: USD
Country of Origin: USA

Invoice No. 459403

Page 1 of 1

Account address: **Francis Energy**
15 E 5th St, Ste 821
Tulsa, OK 74103

Ship Via: FedEx Ground
Fob desc: DRC

Shipping address: *
Francis Energy
1660 N Mingo RD, STE A
Tulsa OK, 74116

459403

REF1: B-FRANCIS ENERGY 600A REF2: B-600A

Invoice Date	Due Date	Terms	Salesperson	Tracking Number
1/18/2023	2/17/2023	N30		393537016164

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	DRC 057956 Assy, FRANEN, Panel - 600A	B	EA	5,305.43000	\$5,305.43
RMA		Shipment 456458 Our Order 456748			Your Order 072822001	

Please Remit Payment To:
Design Ready Controls Inc.
PO Box 583733
Minneapolis, MN 55458

Invoice Sub-total	\$5,305.43
Freight	\$21.00
Tax	\$424.43
Invoice Total	\$5,750.86

Purchase Order

BILL TO:

Francis Energy, LLC
15 E 5TH ST, STE 821
Tulsa, OK 74103
O: 918-236-1791 F: 918-491-4587
accounting@francisenergy.com



FRANCIS
ENERGY

PO NO. 072822001 V2
DATE 8/15/22
PROJECT ID N/A
REF. QUOTE NO. 18765

TO:

Design Ready Controls
3800 Harmon Ave
Oklahoma City, OK 73179
Jake Kranz
651-214-1522
Jake.Kranz@designreadycontrols.com

SHIP TO:

Francis Energy, LLC
1660 N Mingo Rd, Unit A
Tulsa, OK 74116
Jordan Howard
918-236-1826
jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS		
STOCK - 600A Switchgear	DDP - Ships Witin 6-8 Weeks	NET 30 FROM DATE OF SHIPMENT		
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
B-Francis 600A Panel	N/A	100	\$5,305.43	\$530,543.00

PANEL DETAILS

• Wall mount enclosure with 3mm double-bit lock: 48" H x 32" W x 12" D (35kA Type 3R)		1		
• 600A Main breaker	5665.43 each	1		
• 250A breakers		2		
• 100A breakers		1		
• 30A breaker for surge protector		1		
• Surge protector		1		
• Rotary handle		1		
• Panel Assemblies, Labor, and All Commodities		1		

****Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.****

Sub Total	\$530,543.00
Tax	TBD
Shipping	\$0.00
Total	\$530,543.00

- Inv 450981 - 5327.43
- Inv 451031 - 5665.43
- Inv 451095 - 5665.43
- Inv 451535 - 5665.43
- Inv 451094 - 5665.43
- Inv 454990 - 5305.30
- Inv 454866 - 5305.30
- Inv 454865 - 5665.43
- Inv 454856 - 5665.43
- Inv 454864 - 5665.43
- Inv 484863 - 5665.43
- Inv 454862 - 5665.43
- Inv 454861 - 5665.43
- Inv 454860 - 5665.43
- Inv 454859 - 5665.43
- Inv 454858 - 5665.43
- Inv 454857 - 5665.43
- Inv 456911 - 5305.30
- Inv 456910 - 5305.30
- Inv 457406 - 5305.43
- Inv 457405 - 5305.43
- Inv 457404 - 5305.43
- Inv 457403 - 5305.43
- Inv 457402 - 5305.43
- Inv 457293 - 5305.43
- Inv 457259 - 5305.43
- Inv 457530 - 5305.43

- Inv 458967 - 5305.43
- Inv 458966 - 5305.43
- Inv 458965 - 5305.43
- Inv 458964 - 5305.43
- Inv 459397 - 26527.15
- Inv 459398 - 5305.43
- Inv 459399 - 5305.43
- Inv 459400 - 5305.43
- Inv 459401 - 5305.43
- Inv 459402 - 5305.43
- Inv 459403 - 5305.43
- Inv 459404 - 5305.43
- Inv 459405 - 5305.43
- Inv 459406 - 5305.43
- Inv 459407 - 5305.43

Switchgear Orders (9.23.22)						Modifications					Totals	
Project	Status	600A	ETA	PO #	Layout	Packaging	Mounting Feet	Finger Safe Shrouds	Per Panel Increase	Total Increase	Original PO Total	New PO Total
STOCK	On Order	100	10/21/22	72822001	(2) 150kW; (1) 60kW	\$ 266.00	\$ 22.00	\$ 72.00	\$ 360.00	\$ 36,000.00	\$530,543.00	\$566,543.00

Jennifer Clagg

From: Jordan Howard
Sent: Tuesday, October 4, 2022 1:00 PM
To: Jennifer Clagg
Cc: Dan Mandli
Subject: Re: Increases to POs

Jennifer,

Just wanted to resend this for reference to your Design Ready Controls invoice inquiries. (see below)

We had some modifications to our electrical panels on order from Design Ready Controls. This resulted in an increase to the POs listed below.

	Modifications
PO #	Total Increase
72822001	\$ 36,000.00
80222001	\$ 69.00
80222002	\$ 69.00
80922001	\$ 152.00
80922002	\$ 222.00
90722002	\$ 22.00
91522001	\$ 212.00

The only significant change is to PO# 72822001, and it has been approved by Dan. A more detailed breakdown is below.

Switchgear Orders (9.23.22)						Modifications		
Project	Status	600A	ETA	PO #	Layout	Packaging	Mounting Feet	Finger Safe
STOCK	On Order	100	10/21/22	72822001	(2) 150kW; (1) 60kW	\$ 266.00	\$ 22.00	\$

- **Switch to ecorrcrate packaging** - One package per panel and can stack 6 high. This makes it easier for us to store and ship. \$266/ea.
- **Add mounting feet** - Need these to mount panel to racking. \$22/ea.
- **Add finger safe shrouds** - Protective guard around wire terminals. \$72/ea.

Thanks,
Jordan



Jordan Howard
 General Manager of Operations

M: (918) 236-1826
 C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

- [Fast Charging EV - Francis Energy EV Stations](#)

From: Jordan Howard <jhoward@francisenergy.com>
Sent: Thursday, September 29, 2022 2:32 PM
To: Francis Accounting <accounting@francisenergy.com>; Jennifer Clagg <jclagg@francisenergy.com>
Subject: Increases to POs

Accounting,

We had some modifications to our electrical panels on order from Design Ready Controls. This resulted in an increase to the POs listed below.

	Modifications	
PO #	Total Increase	
72822001	\$	36,000.00
80222001	\$	69.00
80222002	\$	69.00
80922001	\$	152.00
80922002	\$	222.00
90722002	\$	22.00
91522001	\$	212.00

The only significant change is to PO# 72822001, and it has been approved by Dan. A more detailed breakdown is below.

Switchgear Orders (9.23.22)						Modifications		
Project	Status	600A	ETA	PO #	Layout	Packaging	Mounting Feet	Finger Sa
STOCK	On Order	100	10/21/22	72822001	(2) 150kW; (1) 60kW	\$ 266.00	\$ 22.00	\$

- **Switch to ecorrcrate packaging** - One package per panel and can stack 6 high. This makes it easier for us to store and ship. \$266/ea.
- **Add mounting feet** - Need these to mount panel to racking. \$22/ea.
- **Add finger safe shrouds** - Protective guard around wire terminals. \$72/ea.

Thanks,
 Jordan



Jordan Howard
General Manager of Operations

M: (918) 236-1826
C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

- [Fast Charging EV - Francis Energy EV Stations](#)

Purchase Order

BILL TO:

Francis Energy, LLC
 15 E 5TH ST, STE 821
 Tulsa, OK 74103
 O: 918-236-1791 F: 918-491-4587
accounting@francisenergy.com



FRANCIS
ENERGY

PO NO. 072822001
DATE 7/28/22
PROJECT ID N/A
REF. QUOTE NO. 18765

TO:

Design Ready Controls
 3800 Harmon Ave
 Oklahoma City, OK 73179
 Jake Kranz
 651-214-1522
Jake.Kranz@designreadycontrols.com

SHIP TO:

Francis Energy, LLC
 1660 N Mingo Rd, Unit A
 Tulsa, OK 74116
 Jordan Howard
 918-236-1826
jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS		
STOCK - 600A Switchgear	DDP - Ships Witin 6-8 Weeks	NET 30 FROM DATE OF SHIPMENT		
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Crate for 600A/800A Panel - Shipping crate for 600A/800A panel (one per job) - (55"H x 50"W x 28"D)	N/A	100	\$154.85	\$15,485.00
B-Francis 600A Panel	N/A	100	\$5,305.43	\$530,543.00

PANEL DETAILS

• Wall mount enclosure with 3mm double-bit lock: 48" H x 32" W x 12" D (35kA Type 3R)		1		
• 600A Main breaker		1		
• 250A breakers		2		
• 100A breakers		1		
• 30A breaker for surge protector		1		
• Surge protector		1		
• Rotary handle		1		
• Panel Assemblies, Labor, and All Commodities		1		

Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.

Sub Total	\$546,028.00
Tax	TBD
Shipping	\$0.00
Total	\$546,028.00

Seth Christ

Seth Christ - Senior VP of Operations

DAN MANDLI

Daniel J. Mandli (Aug 10, 2022 15:12 CDT)

Dan Mandli - Chief Operations Officer

Sarah Keith

Sarah Keith - Corporate Controller

David Jankowsky - Founder & President

18765

7/27/2022

Francis Energy
Nathan Moore
Electrical Engineer
15 E 5th St, Tulsa, OK 74103

NMoore@francisenergy.com

Thank you for the opportunity to provide the following proposal.
This offer pertains to the requirements that you relayed to us via our communications on 7/12/2022.

FRANCIS ENERGY – 600/800/1200

Item	QTY	Description	Lead Time	Price	Ext. Price
C	100	Crate for 600A/800A panel	4 Weeks	\$154.85	\$15,485.00
To Include: <ul style="list-style-type: none"> Shipping crate for 600A/800A panel (<u>one per job</u>) - (55"H x 50"W x 28"D) 					
C-1	1	Non-Recurring Engineering and Setup		\$0.00	\$0.00

Item	QTY	Description	Lead Time	Price	Ext. Price
D	100	B-Francis 600A	6-8 Weeks	\$5,305.43	\$530,543.00
To Include: <ul style="list-style-type: none"> Pricing is based on an order of QTY 100 Wall mount enclosure with 3mm double-bit lock: 48" H x 32" W x 12" D (35kA Type 3R) 600A Main breaker 2-250A breakers 1-100A breakers 1-30A breaker for surge protector 1- surge protector Rotary handle Panel Assemblies, Labor, and All Commodities Packaging not included 					
D-1	1	Non-Recurring Engineering and Setup		\$0.00	\$0.00

Notes:

- Lead time(s) include system design, documentation, fabrication, test and shipment. Actual lead time will be confirmed following receipt of an order.
- The proposed equipment is offered net to Francis Energy, FOB Design Ready Controls, Oklahoma City, OK freight collect. Applicable taxes are not included unless otherwise stated above.

18765

3. Panels shall be marked with a UL508A enclosed control panel marking.
4. This proposal will remain valid for 30 days from today's date.
5. All components supplied based on specified Francis Energy company part numbers. Unspecified components will be supplied based on Design Ready Controls, selection standards to meet the referenced specifications. If identified, alternate manufacturer(s) may be available upon request, but component substitution is at Design Ready Controls' discretion unless specifically agreed upon prior to order receipt.
6. Workmanship will comply with Design Ready Controls engineering, manufacturing and testing processes and procedures unless requirements are identified and agreed upon prior to order acceptance.
7. Design Ready Controls reserves the right to change this fixed price offer upon review and approval of final customer drawings, schematics and bills of material prior to order acceptance.
8. All fasteners will be English Standard unless specifically identified on customer drawings.
9. Equipment installation and commissioning are provided by others.
10. Machine process and field devices, knockouts, interconnecting wiring and cables are not included in pricing, but can be supplied as an option.
11. Software development and programming are not offered in this proposal.
12. Customer supplied parts shall be delivered 2 weeks prior to scheduled ship date, when applicable.
13. Factory Acceptance Testing includes wiring point to point continuity check and initial power-up verification of voltages per Francis Energy drawings.
14. Equipment is designed for indoor environmental temperature conditions of 40°F to 104°F and 5-95% non-condensing humidity.
15. Pricing for each Item is based on Design Ready Controls engineering design use of Francis Energy native electronic CAD assembly, bill of material, and wiring drawing files.

Design Ready Controls, Inc. appreciates this opportunity to quote your control system needs. If you have any questions or require any additional information concerning this proposal, please do not hesitate to contact us at (763) 565-3000.

Sincerely,

Yuxi Liu

Electrical Engineering
Supervisor
yuxi.liu@designreadycontrols.com

Jake Kranz

Senior Account Manager
jake.kranz@designreadycontrols.com

18765

**THIS ORDER ACKNOWLEDGEMENT IS SUBJECT TO THE TERMS,
CONDITIONS AND PROVISIONS AS SET FORTH:**

TERMS AND CONDITIONS

These terms and conditions control over any terms presented by Buyer/Purchaser, through a Request for Quote ("RFQ"), Purchase Order ("PO") or otherwise.

1. Design Ready Controls, Inc. ("DRC", "Seller") is a contract manufacturer.

2. This conditional acknowledgment of purchase order, sent either by U.S. mail, facsimile, electronic communication including e-mail or otherwise, is conditioned upon these Terms and Conditions, which shall supersede and replace any prior agreement, written or verbal. Purchaser, by continuing its PO has accepted the conditional acknowledgment of PO and these Terms and Conditions. Purchaser must cancel any PO within 24 hours of this conditional acknowledgment if it objects to the conditional acknowledgment and these Terms and Conditions. Any attempts by Purchaser to void the conditions of this acknowledgment or limit or change or void the below Terms and Conditions in any way shall be of no effect. Notwithstanding any terms or conditions which may appear on the Buyer's order, Seller's products are offered for sale only, on the conditions and terms contained herein. Acceptance of Buyer's order is made only on the expressed understanding and condition that insofar as the terms and conditions of this acknowledgment, conflict with any terms and conditions of Buyer's PO, the terms and conditions of this document shall govern irrespective of whether the Buyer accepts these conditions by a written acknowledgment, by implication or acceptance and payment of goods hereunder. Seller's failure to object to provisions contained in any communications from Buyer shall not be deemed a waiver of the provisions of this document.

3. Applicable incoming and outgoing shipping charges, taxes, and handling are not included unless specifically indicated in the purchase order. Payment terms are: 0.5% discount, NET 10 days from date of shipment or optional NET 30 days from date of shipment without discount. DRC reserves the right to invoice on finished goods if customer holds delivery beyond scheduled shipping date. DRC reserves the right to invoice on partial shipments. DRC will impose a late charge equal to 1.5% of the amount of the payment per month if not paid within 30 days after receipt of the invoice. All expenses of collection shall be paid by Buyer, including costs and reasonable attorney's fees.

4. In addition to the prices stated herein, Buyer shall reimburse DRC for any excise, sales or use taxes incident to this transaction for which DRC may be liable or which we are compelled to collect.

5. Prices may be adjusted to reflect change in commodities and manufacturing cost. Quotes are valid for 30 days.

6. Unless specifically stated to the contrary, quotations are made and orders are accepted, through electronic communication including e-mail or otherwise, for delivery as fast as manufacturing production will permit, and a commercially reasonable effort will be made to fill orders within the time promised, but DRC does not assume responsibility for any damages due to delays.

7. In ordering, the Buyer should state explicitly the method of shipment preferred and, in the absence of shipping directions, DRC will use discretion. Buyer accepts responsibility when Seller delivers products to Buyer's or Seller's discretionary carrier. DRC is not responsible for either incoming or outgoing freight. Freight charges will be the responsibility of the Buyer.

8. Any changes to the orders must be submitted to DRC in writing prior to acceptance of the purchase order in order to avoid a charge. Changes made after DRC's order acknowledgement of the purchase order are subject to change order fees. All costs for the changes, including but not limited to additional engineering and unused materials will be reflected in the price or may be billed separately to the Buyer.

9. If any orders are canceled by Buyer after work has begun, Buyer shall assume immediate liability and make payment to DRC for (a) all completed work at the unit price, and (b) all work in process on the basis of the percentage of completion thereof times the order unit price, or all raw material, engineering and other cancellation charges incurred plus handling, overhead, profit, and (c) Restocking fees.

10. DRC reserves the right to use discretion and its knowledge of industrial control systems to make minor assumptions regarding the interpretation of the customer's specifications. DRC does not accept liability for costs incurred on items the customer deems unacceptable alternates. In such cases, DRC reserves the right to modify its quote to reflect any changes. If these modifications occur after acceptance of the purchase order they will be handled as change orders.

11. When it becomes necessary that completed or partially completed items be stored, any and all extra costs for handling and storage will be charged to Buyer on a separate invoice. Any handling or storage invoice must be paid prior to shipment of any equipment. Under no conditions will any items be stored at DRC's facility beyond 30 days after completion. In the event that space limitations make storage of any item on DRC's premises inconvenient, Buyer shall make arrangements for pickup of shipment within 5 days after notification of completion.

For inventory where Buyer's percent of overall consumption is greater than fifty percent (50%) of the sum of DRC's total demand of said inventory, the liability of that resulting inventory will be assigned to Buyer. If purchased raw materials have little or no movement for ninety (90) days, DRC will prepare a quotation for the liable material, request a corresponding Purchase Order from Buyer, and prepare shipment. Buyer shall issue corresponding Purchase Order within three (3) days of receiving quotation. DRC to ship and invoice all material within two (2) days of receipt of Purchase Order or within five (5) days of providing quote of liable material.

12. DRC may upon request provide submittals on major system components at no charge to the purchaser for approval. Additional copies will be charged at a cost of \$.25 per page. Submittals will include system drawings as well as component information.

13. Confidential Information: All submittals, quotes, acknowledgments, trade secrets, intellectual property, ideas, systems, methods, and information furnished by DRC, whether or not designated as confidential or proprietary, shall remain the property of DRC, shall be maintained confidential and may not be used, reproduced or revealed to any third party, except as authorized by DRC, and only then for the purpose for which they are furnished, and on a confidential basis. Purchaser shall indemnify DRC for any claims for Purchaser, Customer, or any third parties misuse of furnished information.

18765

14. DRC shall not be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed due to Force Majeure: "Force Majeure" is defined as an act of God, war, hostilities, revolution, civil commotion, riot, epidemic, wind, flood, strike, fire, any law order, proclamation, regulation, or ordinance of any government or subdivision thereof, delay in delivery of materials, or any other cause, whether similar or different to those enumerated beyond the reasonable control of the party affected. However, the duty of the Purchaser to pay for goods already received is never suspended.

15. DRC MAKES NO WARRANTY OF MERCHANTABILITY OR fitness FOR A PARTICULAR PURPOSE WITH RESPECT TO GOODS SOLD UNDER THIS AGREEMENT. THERE ARE NO ORAL OR WRITTEN, EXPRESS OR IMPLIED OR OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. DRC MAKES NO WARRANTY FOR DESIGN, APPLICATION OF DESIGN, SAFETY CHANGES, OR SPECIFICATIONS PROVIDED BY PURCHASER, AND SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES FOR DESIGN, APPLICATION OF DESIGN, SAFETY CHANGES, OR SPECIFICATIONS PROVIDED BY PURCHASER. DRC warrants the products of its own manufacture shall be free from defects in materials and workmanship for one year from the date of shipment or from the date the equipment is tagged if such goods have been properly installed, are subject to normal use, and have not been modified in any way whatsoever. DRC's warranty on workmanship is LIMITED to the date of Buyer's factory testing and in no case after said factory testing, and in no case after one year from the date of shipment or from the date the equipment is tagged if such goods have been properly installed, are subject to normal use, and have not been modified in any way whatsoever. Upon return of the defective product to DRC, DRC will, at its sole discretion, and as the exclusive remedy for a breach of warranty, either repair or replace such goods as may be of defective material or workmanship. This limited warranty extends only to products manufactured by DRC. The warranty shall not apply to any materials or parts thereof, furnished by Buyer, or acquired from others at Buyer's request and/or to Buyers specifications or designs or improper installation, misuse or neglect by Buyer or Customer. Subcomponents: DRC maintains no warranty beyond what the third-party supplier provides as part of their manufacture of product. DRC shall cooperate with buyer to make claims directly under manufacturer's warranty. Buyer's remedy is exclusively under the Manufacturer's warranty, and buyer shall indemnify DRC for all damages, and fines under US, EU or global regulation. DRC reserves the right to first remedy any problems that would not be covered under the standard warranty. DRC shall not be responsible for any in and out costs, including but not limited to Return Material Authorization (RMA) shipments back to DRC or back to root supplier regardless of any warranty claims herein. DRC will not be responsible for any charges incurred by the customer for any reason unless it is pre-approved in writing by an officer of DRC. In the event of a breach or repudiation of this Agreement by DRC, Buyer shall not be entitled to any damages, including, but not limited to, any delay, consequential or incidental damages as defined in Section 2-715 of the Uniform Commercial Code as adopted in the State of Minnesota.











DRC (STOCK - 600A Switchgear) PO #072822001


Final Audit Report

2022-08-10


Created:	2022-08-10
By:	Jordan Howard (jhoward@francis.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAAORDXIUicj2vH_MhESrXh2Kq9afI4PTrl

"DRC (STOCK - 600A Switchgear) PO #072822001" History

-  Document created by Jordan Howard (jhoward@francis.energy)
2022-08-10 - 7:20:39 PM GMT- IP address: 12.94.86.210
-  Document emailed to Seth Christ (schrist@francisenergy.com) for signature
2022-08-10 - 7:21:33 PM GMT
-  Email viewed by Seth Christ (schrist@francisenergy.com)
2022-08-10 - 7:41:29 PM GMT- IP address: 12.94.86.210
-  Document e-signed by Seth Christ (schrist@francisenergy.com)
Signature Date: 2022-08-10 - 7:41:38 PM GMT - Time Source: server- IP address: 12.94.86.210
-  Document emailed to dmandli@francisenergy.com for signature
2022-08-10 - 7:41:40 PM GMT
-  Email viewed by dmandli@francisenergy.com
2022-08-10 - 8:10:22 PM GMT- IP address: 172.226.186.6
-  Signer dmandli@francisenergy.com entered name at signing as Daniel J. Mandli
2022-08-10 - 8:12:33 PM GMT- IP address: 12.94.86.210
-  Document e-signed by Daniel J. Mandli (dmandli@francisenergy.com)
Signature Date: 2022-08-10 - 8:12:35 PM GMT - Time Source: server- IP address: 12.94.86.210
-  Document emailed to Sarah Keith (skeith@francisenergy.com) for signature
2022-08-10 - 8:12:37 PM GMT
-  Email viewed by Sarah Keith (skeith@francisenergy.com)
2022-08-10 - 8:13:05 PM GMT- IP address: 72.206.46.245

 Document e-signed by Sarah Keith (skeith@francisenergy.com)

Signature Date: 2022-08-10 - 8:22:37 PM GMT - Time Source: server- IP address: 72.206.46.245

 Agreement completed.

2022-08-10 - 8:22:37 PM GMT

Invoice #	Invoice Date	Invoice Subtotal	Sales tax	Freight	Invoice Total
459403	01/18/23	5,305.43	424.40	21.00	5,750.83

Sales Tax Should Be	Difference
451.86	27.46

5,778.29 OEV-00252



Excellence Engineering, LLC
8670 S. Peoria, Tulsa, OK 74132
918.298.5500

INVOICE

CLIENT:

Francis Energy, LLC
15 E. 5th Street
Tulsa, OK 74103

Attention: accounting@francisenergy.com

Invoice Number: **FE050123-861**
Date: **May 1, 2023**
Project: **EV Design-Fast Stop, Elephant Bute, NM**
PO: **000152**
Reference Quote No:
Routing Code: **NXE99**
Invoice Period: **April 16, 2023 to April 30, 2023**

	TOTAL
Lump Sum - Billed @ 100%	2400.00
Total Services	2400.00
Total Gross Amount Due	2400.00

NET 30
Remit To
Excellence Engineering LLC
8670 S Peoria Ave
Tulsa OK 74132

Payable in full upon terms of net 30. A service charge of a rate of 20% interest per month will be assessed on any amount past due. Subject to a \$200.00 minimum.

OEV-00252 Fast Stop

7/25



FedEx Office

Address: 2828 E 11TH ST
TULSA
OK 74104
Location: TULKK
Device ID: -BTC02
Transaction: 940371915408

FedEx Priority Overnight

Tracking Number:
781568627017 0.15 lb (S) 62.70
Declared Value 100

Recipient Address:
Attn:James Montoya
JM Electric
274 Animas Creek Rd
Caballo, NM 87931
5757403035

Scheduled Delivery Date 7/25/2023

Pricing option:
STANDARD RATE

Package Information:
FedEx Envelope

Shipment subtotal: \$62.70
Total Due: \$62.70
(S) CreditCard: \$62.70
*****3140

M = Weight entered manually
S = Weight read from scale
T = Taxable item

Francis Energy Construction

Invoice

Invoice for
Services Performed

Invoice # OEV00252 FEC-IC
Date 10/31/2023

Project
OEV-00252 Fast Stop Elephant Butte

Service	Description	Qty	Rate	Total price
Labor	Project Management	1	\$60,000.00	\$60,000.00
Labor	Mobilization	1	20,000.00	\$20,000.00
Travel	2 days of Travel to Site Visit to check Signage for 1 Employee	1	\$850.00	\$850.00
Labor	2 days of Management fees to Site Visit to check Signage for 1 Employee	16	\$175.00	\$2,800.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Notes:

These are standardized costs from Francis Energy Constuctions for time spent on overseeing and approval of equipment and materials on project site.

Subtotal **\$83,650.00**

Adjustments

Total \$83,650.00

FRE O&M

Invoice

Invoice for
Services Performed for Networking

Invoice # OEV00252 FRE-O&M
Date 11/21/2023

Project

OEV-00252 Fast Stop Elephant Butte

Service	Description	Qty	Rate	Total price
Networking	DRIIVZ - 60 months (5 Years) Maintenance on NB-150	60	\$64.00	\$3,840.00
Networking	DRIIVZ - 60 months (5 Years) Maintenance on NB-150	60	\$64.00	\$3,840.00
Networking	DRIIVZ - 60 months (5 Years) Maintenance on NB-City 277V	60	\$42.00	\$2,520.00
Networking	EMNIFY - 60 months (5 Years) Maintenance on NB-150	60	\$10.00	\$600.00
Networking	EMNIFY - 60 months (5 Years) Maintenance on NB-150	60	\$10.00	\$600.00
Networking	EMNIFY - 60 month (5 Years) Maintenance on NB-City 277V	60	\$10.00	\$600.00
Call Center	A365 - 3rd party customer support for 3 years of operations	3	\$84.00	\$252.00
Call Center	Internal customer support - provided by FRE O&M	1	\$2,000.00	\$2,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Notes:

Subtotal \$14,252.00
Adjustments

Total \$14,252.00



INVOICE

Invoice Number: 47557
 Invoice Date: Nov 29, 2022
 Page: 1

Bill To:
FRANCIS ENERGY 1660 N. MINGO RD UNIT A TULSA, OK 74116

Remit To:
FREDERICK SOMMERS & WESTERN 10017 E. 46TH PL. TULSA, OK 74146 OFFICE: 918-587-2300 FAX: 918-587-0428

Customer ID	Customer PO	Payment Terms	
FRANCISENERGY	000012	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		12/29/22

Quantity	Item	Description	Unit Price	Amount
1.00		WO # 221123 (X18) 9" X 7.35" S.F. VINYL DECALS "FRANCIS ENERGY WE POWER WHAT MATTERS" AS ORDERED BY JORDAN HOWARD	1,170.00	1,170.00

Subtotal	1,170.00
Sales Tax	99.65
Total Invoice Amount	1,269.65
Payment/Credit Applied	
TOTAL DUE	1,269.65

We Appreciate Your Business!

GridLine Land Surveying
3081 S. Roosevelt Road 10
Floyd, NM 88118 US
shonknox@gmail.com



INVOICE

BILL TO
Francis Energy

INVOICE # 22-147
DATE 11/13/2022
DUE DATE 11/13/2022
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/13/2022	Boundary survey	Lot 54, Blk. 8, Amended Replat of Elephant Butte Estates, Unit 5, Elephant Butte, NM (1101 Highway 195) PO #091222008	1	7,425.00	7,425.00T

SUBTOTAL	7,425.00
TAX	598.64
TOTAL	8,023.64
BALANCE DUE	\$8,023.64

Purchase Order

BILL TO:

Francis Energy, LLC
15 E 5TH ST, STE 821
Tulsa, OK 74103
O: 918-236-1791 F: 918-491-4587
accounting@francisenergy.com



FRANCIS ENERGY

PO NO. 091222008
DATE 9/12/22
PROJECT ID OEV-00252
REF. QUOTE NO. Elephant Butte

TO:

Gridline Land Surveying, LLC
805 W Yucca Ave
Clovis, NM 88101
Shon Knox
575-607-9005
shonknox@gmail.com

SITE ADDRESS:

Fast Stop Convenience Store
106 Rock Canyon Road
Elephant Butte, NM 87935
Jordan Howard
918-236-1826
jhoward@francisenergy.com

JOB

Fast Stop Convenience Store (Land Survey)

PAYMENT TERMS

NET 30

DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Land Survey - Located at 106 Rock Canyon Road, Elephant Butte, NM 87935	N/A	1	\$7,425.00	\$7,425.00

INCLUSIONS

- Property boundaries of record
- Topographic survey
- Existing utility easements of record
- Drafting of new utility easements
- Utility map of existing underground facilities based on locates
- Legal description of easements requested

Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.

Sub Total	\$7,425.00
Tax	\$0.00
Shipping	\$0.00
Total	\$7,425.00

Jordan Howard
Jordan Howard - GM of Operations

Dan Mandli
Dan Mandli (Sep 12, 2022 12:28 CDT)

Dan Mandli - Chief Operations Officer

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) dated August 13, 2022 is between Francis Energy (“Client”) and GridLine Land Surveying, LLC, a New Mexico Limited Liability Company (“Consultant”).

Client owns or is the authorized agent of the record owner of the real property (“Property”) which is the subject matter of the services covered by this Agreement. These services also may apply to a specific proposed land development or construction project (“Project”) on the Property.

CLIENT AND CONSULTANT AGREE AS FOLLOWS:

- 1. Initial Consulting Services and Corresponding Fees.** Consultant will perform the Initial Consulting Services and Client will pay the corresponding fees shown in the attached Exhibit A, which is part of this Agreement. Client understands and agrees that Consultant is obligated to perform only those services in Exhibit A. If the performance of Consultant’s services is delayed or suspended for any reason for a period of 90 consecutive days, or if effective authorization to proceed with any individual Task defined in Exhibit A is not given by Client for any reason within 12 months of the date of this Agreement, Consultant has the right to renegotiate the fees, or failing to reach mutual agreement on fees, to terminate its obligation for all tasks thereby delayed.
- 2. Additional Services and Corresponding Fees.** Upon request from Client, Consultant can provide services beyond the scope of Initial Consulting Services. Such services are referred to herein as “Additional Services.” Unless otherwise agreed to in writing by Client and Consultant, fees for Additional Services will be computed on an hourly basis at Consultant’s standard rates in effect at the time the Additional Services are performed.
- 3. Expenses.** Fees quoted in Exhibit A include Consultant’s expenses for telephone, fax, photocopies (under 50 copies), postage, and mileage of Consultant’s survey vehicles. All other expenses paid or incurred by Consultant on behalf of Client will be reimbursed by client at cost plus fifteen percent (15%). Prints produced in-house will be charged to Client at Consultant’s prevailing rates. Mileage for Consultant’s use of non-survey vehicles will be reimbursed by Client at a rate of \$0.50 per mile.
- 4. Taxes.** The fees quoted in this Agreement do not include sales tax, if any, associated with the services provided by Consultant. Client agrees to pay any applicable sales tax.
- 5. Invoices.** Consultant will mail monthly invoices in Consultant’s standard format reflecting all current charges to Client. Invoices are due when received by Client and must be paid within 30 days of the invoice date, after which time absent full payment, Consultant may at its sole option terminate this Agreement without liability on the part of Consultant. Any unpaid invoices are deemed to be correct and binding on Client unless Client provides to Consultant written notification of specific objections within 30 days of the date of invoice. Preparation of additional documentation for invoiced charges when requested by Client shall be deemed Additional Services.
- 6. Late Payment Chances.** A late payment charge of one and one-half percent (1½%) per month will be applied to any unpaid invoice balance beginning thirty (30) days after the date of the invoice, except that in no case will the late payment charge exceed the amount allowed by law. The right to charge and collect the late payment charge shall not affect Consultant’s right to terminate under Paragraph 5 above.
- 7. Client’s Responsibilities.** Client will provide a current title report, legal descriptions, deeds, easements, and any other documents and information under Client’s control necessary for Consultant to complete the services under this Agreement. Consultant is entitled to rely on the completeness and accuracy of such documents and information. Client will provide the names of the persons authorized to give direction to Consultant, order Additional Services, and in all other ways serve as Client’s authorized representative in regard to this Agreement. Client agrees that Consultant shall not be held responsible for errors in design or advice caused or affected, directly or indirectly, by the failure of Client to provide required information and documents.
- 8. General Conditions.** The General Conditions are a part of this Agreement.
- 9. Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both Client and Consultant, the risks have been allocated such that Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that the Client may recover against Consultant (along

with its officers, directors, shareholders, employees and subconsultants) to the amount of \$50,000 or the amount of compensation paid to Consultant for services rendered on this Project, whichever is greater. The types of claim to which this limitation applies include, but are not limited to claims based on negligence, professional errors or omissions, indemnity or contribution, breach of contract, breach of expressed or implied warranty and strict liability.

CLIENT:
FRANCIS ENERGY

CONSULTANT:
GRIDLINE LAND SURVEYING, LLC

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

GENERAL CONDITIONS

A. All services performed under this Agreement are for the exclusive use of Client and are provided exclusively for this Project. Neither services performed nor documents produced under this Agreement are intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant is prohibited. Any such verification or adaptation by Consultant will constitute an Additional Service. This Agreement is not intended for the benefit of any third party.

B. All documents (including drawings, CADD files, survey notes, reports and specifications) prepared as part of Consultant's services are instruments of Consultant's service, may contain proprietary information, and will remain the property of Consultant. Client will be provided with reproducible copies of any documents upon request and will have access to original documents during Consultant's normal business hours.

C. If all or any portion of Consultant's services are suspended or terminated, Consultant shall be entitled to full payment for all services performed through date of suspension or termination. Consultant shall not be liable to Client for costs, losses or damages incurred by Client, except to the extent Client establishes that the costs, losses and damages would have been incurred even if the suspended or terminated services had been performed.

D. If the requirements for Consultants services authorized under this Agreement are changed or affected by new governmental regulations, policies, interpretations or other governmental action, any services performed by Consultant as a result of such governmental action will constitute Additional Services.

E. Consultant has no obligation to release documents prepared pursuant to this Agreement until applicable fees are paid in full.

F. Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with any construction. Consultant shall not be responsible for the construction contractor's schedules or failure to carry out the construction in accordance with the plans, specifications and/or construction contract. Consultant shall not have control over or charge of acts or omissions of the construction prime contractor, its subcontractors or any of their agents or employees or any other persons performing any construction.

G. Consultant recommends that Client retain Consultant to perform construction observation services. In the event Client elects not to retain Consultant for this purpose, Consultant will not be liable to Client for costs, losses or damages incurred by Client during or as a result of construction except to the extent that Client establishes that the costs, losses or damages would have been incurred even if Consultant had been retained to perform construction observation services.

H. Consultant makes no representations concerning estimates of areas or construction quantities. All estimates are opinions only and are provided solely for the convenience of Client. Consultant also makes no representations concerning soils conditions. Consultant shall have no liability for costs, losses or damages that arise out of making or failing to make any type of soils or geologic tests or surveys.

- I. If changes are made by Client or any other party to the plans or other documents prepared by Consultant under this Agreement, Client assumes full responsibility for such changes and agrees to release, defend, indemnify and hold Consultant harmless from any and all claims and/or liability resulting from any changes not made by Consultant.
- J. If Consultant's performance under this Agreement is delayed due to factors beyond Consultant's reasonable control, Consultant shall not be responsible for damages resulting from such delays and shall not be deemed to be in default.
- K. Neither Client nor Consultant shall assign its interest in this Agreement, either during or after performance, without the written consent of the other. This Agreement is binding upon Client and Consultant and their respective successors and any permitted assignees.
- L. Client waives all rights, including rights of subrogation, against Consultant and Consultant's employees for damages arising out of or related to this Agreement and/or the Project to the extent covered by insurance carried by Client, provided that this waiver shall not apply to the extent, if any, that it impairs Client's insurance coverage. Consultant waives all rights, including rights of subrogation, against Client and Client's employees for damages arising out of or related to this Agreement and/or the Project to the extent covered by insurance carried by Consultant provided that this waiver shall not apply to the extent, if any, that it impairs Consultant's insurance coverage.
- M. Any disputes arising from this Agreement shall be governed by the laws of the State of New Mexico. Any litigation shall be brought and tried in Roosevelt County, New Mexico, Superior Court.
- N. Any litigation arising out of or related to this Agreement must be commenced within three (3) years of the date Consultant last performs substantial services under this Agreement.
- O. Client and Consultant agree that, as a prerequisite to initiating litigation, all disputes between them arising out of or relating to this Agreement, other than disputes concerning Client's failure or refusal to make full and timely payments to Consultant, shall be submitted to non-binding mediation before the Seattle Chapter of the American Arbitration Association unless the parties mutually agree otherwise. Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project.
- P. If any provision of this Agreement is held to be unenforceable, all other provisions of this Agreement shall be valid and binding.
- Q. Consultant is not responsible to perform any services related to asbestos or hazardous or toxic materials. In the event such materials are discovered on or in the vicinity of the Property such that performance of Consultant's services may be affected, Consultant may, at its sole option and without liability, suspend performance of services until Client has retained appropriate consultant(s) and/or contractor(s) to identify, abate, and/or remove those materials and until Client has warranted that the Property is in full compliance with applicable laws and regulations.
- R. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is authorized to bind his or her principal to this Agreement and its terms.
- S. Waiver of any term or condition of this Agreement by Consultant shall not be deemed to be a waiver of a subsequent breach of the same or any other term or condition of this Agreement.
- T. This Agreement, including attached Exhibit A, states the entire agreement between Client and Consultant with respect to its subject matter and supersedes all prior and contemporaneous representations, negotiations, commitments and agreements respecting its subject matter. This Agreement may not be modified or amended except by way of a written instrument signed by both Client and Consultant.
- U. Client and Consultant waive claims against each other for consequential damages arising out of or relating to the Agreement, including loss of use, income or profit.

Initials _____

EXHIBIT 'A'
ALTA SURVEY

This Item Proposes:

- A property survey and survey plat prepared in compliance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" jointly established and adopted by ALTA and NSPS in 2021.

This Item Excludes:

- Resolution of physical encroachments/occupations that may be disclosed by field survey.

Underlying Assumptions:

- Client will provide a current ALTA Commitment and/or all items listed in item number 4 of the ALTA/NSPS Land Title Surveys" jointly established and adopted by ALTA and NSPS in 2021.
- The subject property is identified as 106 Rock Cyn Rd or 1101 Highway 195 Elephant Butte, NM. AKA Lot 54, Blk. 8, Elephant Butte Estates Replat Unit 5.
- Legal description to be provided by client.
- The needed monumentation or section control physically exists at the following locations:
 - The four main corners of the property or within the adjacent properties in order to accurately define the subject property.
- If the above noted monumentation has been disturbed or is not retrievable, an additional fee may be required in order to re-establish the property lines.
- Fee includes 6 hours of research time evaluating existing survey data (record of survey, section control, title report) which affect the subject property. If in the course of this review it is determined that the boundary is problematic or discrepancies exist, the client will be notified and a new fee would be negotiated.
- Research will be conducted in addition to the ALTA Commitment but often times the recording of certain documents may not be found because of improper recording of jurisdictions. Client shall provide all documentation available to them to the surveyor.
- All surface visible utilities will be located and shown on the plat.
- Client to provide SUE services prior to beginning the field survey in order to show any possible underground utility conflicts.
- Surveyor's Certification shall read as follows:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _____ of Table A thereof. The fieldwork was completed on _____ [date].

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

TOTAL BID: \$7,425







GLS OEV-00252 PO #091222008

Final Audit Report

2022-09-12

Created:	2022-09-12
By:	Jordan Howard (jhoward@francis.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3R3y2RKvT61aX4WW2GS0Trhzjgx9xr59

"GLS OEV-00252 PO #091222008" History

-  Document created by Jordan Howard (jhoward@francis.energy)
2022-09-12 - 5:25:24 PM GMT- IP address: 12.94.86.210
-  Document emailed to dmandli@francisenergy.com for signature
2022-09-12 - 5:25:55 PM GMT
-  Email viewed by dmandli@francisenergy.com
2022-09-12 - 5:28:05 PM GMT- IP address: 12.94.86.210
-  Signer dmandli@francisenergy.com entered name at signing as Dan Mandli
2022-09-12 - 5:28:24 PM GMT- IP address: 12.94.86.210
-  Document e-signed by Dan Mandli (dmandli@francisenergy.com)
Signature Date: 2022-09-12 - 5:28:26 PM GMT - Time Source: server- IP address: 12.94.86.210
-  Agreement completed.
2022-09-12 - 5:28:26 PM GMT



Hilti Inc.
PO Box 21448
Tulsa, OK 74121-1148

Customer Service
800 879-800
www.hilti.com

Credit Dept
800 950-6196

Duns: 00-117-3525
Federal ID: 06-0732334

INVOICE 4620395897

FRANCIS CONSTRUCTION LLC
SUITE 821
15 E 5TH ST
TULSA OK 74103-4346

Invoice date:	11/18/2022
Invoice due date:	12/18/2022
Cust. P.O. number:	verbal Anthony Nichols
Customer account	23279127

Delivery Address: FRANCIS ENERGY LLC, Unit A, 1660 N MINGO RD, TULSA OK 74116-1538 ATTN: ANTHONY NICHOLS 918-849-9766

Hilti sales rep: AARON HICKEY, TUS0871304 **Order number:** 584541613 **Date:** 11/16/2022
Terms of payment: 30 days net **Location ID:** 29411729

SHIPMENT NUMBER APPEARS ON PACKING SLIP(S). USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.

Tool Trade-in Incentive, can be redeemed during the future purchase of any tool, consumable or accessory (but cannot be used for service fees). Please reference this quotation # at time of purchase. Void after 90 days. Final total amount includes estimated sales tax, which is not included in the incentive. Reference order number 584397630.

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due	*
SHIPMENT NUMBER: 345995646						
2334274	INJECTABLE MORTAR HY 200-A V3 330/1/WH	13 EA	13 EA	51.53	669.89	A
3588413	TOOL TRADE-IN INCENTIVE \$75	4 EA	4 EA	51.53	-300.00	
					Items Total	369.89
					Freight	31.00
					Total net value	400.89
					Total Tax	31.50
					Total amount	USD 432.39

Taxes: State: OK 4.5 % \$ 16.64 County: 0.367 % \$ 1.36 City: 3.65 % \$ 13.50

* A - Taxable B - Non-Taxable C - Limited Shelf Life D - Non-Domestic Source E - Non-Domestic Source NATO Exception

Material returns after 90 days are subject to a \$ 125 restocking fee.
Chemicals returnable within 14 days by the case only.
Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.



Hilti Inc.
PO Box 21448
Tulsa, OK 74121-1148

Customer Service
800 879-800
www.hilti.com

Credit Dept
800 950-6196

Page 2 (2)

INVOICE 4620395897

Customer account	Invoice	Invoice date	Prepayment	Amount due (USD)	Payment enclosed
23279127	4620395897	11/18/2022		\$432.39	

Bill to: FRANCIS CONSTRUCTION LLC
SUITE 821
15 E 5TH ST
TULSA OK 74103-4346

Delivery Address: FRANCIS ENERGY LLC
UNIT A
1660 N MINGO RD
TULSA OK 74116-1538

Please make checks payable to Hilti and remit in USD.
A fee of \$ 25.00 is assessed for return checks.
Email Tax Certificates to us-tax-certificates@hilti.com

Remit to:

HILTI INC.
PO BOX 650756
DALLAS TX 75265-0756



4 23279127 4620395897 11182022 0000043239

Jennifer Clagg

From: Jordan Howard
Sent: Monday, November 28, 2022 9:04 AM
To: Jennifer Clagg
Subject: Re: Hilti Invoices 4620395896 & 4620395897

Approved. This is epoxy for setting chargers and bollards. Please spread the cost evenly across the projects listed below.

OEV-00241
OEV-00249
OEV-00250
OEV-00251
OEV-00252
OEV-00253
OEV-00254
OEV-00255
OEV-00256
OEV-00257
OEV-00258
OEV-00259
OEV-00260
OEV-00261
OEV-00262
OEV-00263
OEV-00264



Jordan Howard
General Manager of Operations

M: (918) 236-1826
C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

• [Fast Charging EV - Francis Energy EV Stations](#)

From: Jennifer Clagg <jclagg@francisenergy.com>
Sent: Monday, November 28, 2022 7:55 AM
To: Jordan Howard <jhoward@francisenergy.com>
Subject: Hilti Invoices 4620395896 & 4620395897

Need approved
And what are these for?



Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

www.francisenergy.com

Vendor * 5116 Hilti

Invoice Number * 4620395897

Purchase Orders Number

Invoice Type * AP TRADE

Invoice Date * 11/21/2022

Activity Date * 11/21/2022

Invoice Total * 432.39

GL Distribution Total 432.39

Variance 0.00

Received Date

Discount Due Date **Default to Discount Term**

Discount Available

Discount Taken

Payment Type * Check **Default to Vendor**

Payment Term * ON RECEIPT **Default to Vendor**

Invoice Due * 11/21/2022 **Default to Invoice Term**

Remittance Comment

Single Pay

GL Distributions											
Account Code	Account Descrip...	Matched	Taxable	Ignore Taxes	Activity Date	Amount	Quantity	UOM	Cost Center	AFE Number	Division Order N...
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
I-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/21/2022	57.16			OEV-00241		
I-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/21/2022	57.16			OEV-00249		
I-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/21/2022	57.16			OEV-00250		
I-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/21/2022	57.16			OEV-00251		
I-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/21/2022	57.16			OEV-00252		
I-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/21/2022	57.16			OEV-00253		
I-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/21/2022	57.16			OEV-00254		
I-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/21/2022	32.27			OEV-00255		



INVOICE

Date 11/3/23

Name Francis Energy, LLC

Address 1666 N Mingo Road Suit A

City Tulsa State Ok Zip 74116

Telephone (918) 236-1826

Residential • Commerical
1406 Nickel St. • T. or C., NM 879801
(575) 740-3035
EE 98 NM Lic# 86994
JE 98 NM Lic# 100218

QTY	DISCRPTION	UNIT PRICE	AMOUNT
	PO # 000206		
	600 Amp Service		
2	charging Despacers	6000 ⁰⁰	
	Work done at 106 Rock Canyon E.B. 87935		

Thank You For Your Business!!

SUB-TOTAL	<u>60,000⁰⁰</u>
TAX	<u>4800⁰⁰</u>
TOTAL	<u>64,800⁰⁰</u>

PLEASE REMIT THIS AMOUNT

Invoice

Invoice information

Customer's code: 300579
Francis Energy, LLC
1924 E 6th St
74104, Tulsa, Oklahoma, US
VAT/EIN number:
Order reference: Francis, Stock PO-013122002, W. Ext

Invoice number: 802310892
Invoice date: 08/21/2023

Billing address

Francis Energy, LLC
1924 E 6th St,
74104 Tulsa Oklahoma
Tel: - USA

Comments

Warranty extension for Stock PO-013122002. Purchase Order Nr: 000258.

Pos	Reference	Description	Quantity	Price USD	Net amount USD
1	V902	Warranty Extension 4 NB120 - 4th year	4.00 PC	1,500.00	6,000.00
		Billing plan percent: 100.00%			
		Our order: 424717.			
		Corresponding to your Purchase Order N°: PO 000258 Warranty Extension			
2	V902	Warranty Extension 4 NB120 - 5th year	4.00 PC	1,500.00	6,000.00
		Billing plan percent: 100.00%			
		Our order: 424717.			
		Corresponding to your Purchase Order N°: PO 000258 Warranty Extension			
3	V902	Warranty Extension 16 NB150 - 4th year	16.00 PC	2,350.00	37,600.00
		Billing plan percent: 100.00%			
		Our order: 424717.			
		Corresponding to your Purchase Order N°: PO 000258 Warranty Extension			
4	V902	Warranty Extension 16 NB150 - 5th year	16.00 PC	2,350.00	37,600.00

Invoice number: 802310892
Invoice date: 08/21/2023

Pos	Reference	Description	Quantity	Price USD	Net amount USD
		Billing plan percent: 100.00%			
		Our order: 424717.			
		Corresponding to your Purchase Order N°: PO 000258 Warranty Extension			
				Subtotal:	87.200,00

Gross amount USD	Tax base USD	Tax USD	Total Amount USD
87,200.00	87,200.00	0.00	87,200.00

Terms of sale

Incoterms 2020: DDP Tulsa, OK
Payment: Wire Transfer
Pay terms: Due within 30 days

Due by:

09/20/2023 87,200.00 USD

Invoice

Invoice information

Customer's code: 300579
Francis Energy, LLC
1924 E 6th St
74104, Tulsa, Oklahoma, US
VAT/EIN number:
Order reference: Francis, Stock PO-013122002, EV
Origin of goods: Spain **HS Code:** 8504 40 9090

Invoice number: 802210851
Invoice date: 09/30/2022

Billing address

Francis Energy, LLC
1924 E 6th St,
74104 Tulsa Oklahoma
Tel: - USA

Comments

Milestone #1: 15% Deposit. Purchase Order Nr: 71522002. Stock PO-013122002 project.

Pos	Reference	Description	Quantity	Price USD	Net amount USD
10	NB120SU00000019	NB 120 STANDALONE UL SPB CCS1 + CHADEMO	4.00 PC	4,672.50	18,690.00
		Billing plan percent: 15.00 % Our order: 334872. Corresponding to your Purchase Order N°: 71522002 Stock PO-013122002			
20	NB150SU000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB	16.00 PC	6,705.00	107,280.00
		Billing plan percent: 15.00 % Our order: 334872. Corresponding to your Purchase Order N°: 71522002 Stock PO-013122002			
30	V904	NB COMMISSIONING	20.00 PC	127.50	2,550.00
		Billing plan percent: 15.00 % Our order: 334872.			

Invoice number: 802210851
Invoice date: 09/30/2022

Pos	Reference	Description	Quantity	Price USD	Net amount USD
-----	-----------	-------------	----------	-----------	----------------

Corresponding to your Purchase Order N°: 71522002 Stock PO-013122002

Subtotal: 128.520,00

Gross amount USD	Tax base USD	Tax USD	Total Amount USD
128,520.00	125,970.00	10,392.53	138,912.53
	State tax USD 6.25 %	7,873.13	
	County tax USD 2.00 %	2,519.40	

Terms of sale

Incoterms: CIF Houston port
 Payment: Wire Transfer
 Pay terms: Due within 30 days

Due by:

10/30/2022 138,912.53USD

Purchase Order

BILL TO:

Francis Energy, LLC
 15 E 5TH ST, STE 821
 Tulsa, OK 74103
 O: 918-236-1791 F: 918-491-4587
accounting@francisenergy.com



FRANCIS
ENERGY

PO NO. 071522002
DATE 7/15/22
PROJECT ID N/A
REF. QUOTE NO. 133692 V6

TO:

Power Electronics USA, Inc.
 1510 N Hobson St
 Gilbert, AZ 85233
 Brandon DiBuo
 480-519-5977
bdibuo@power-electronics.com

SHIP TO:

United States Port
 CIF Houston, TX Port
 Francis Energy, LLC
 Jordan Howard
 918-236-1826
jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS
STOCK - 150kW & 120kW	CIF Houston Port Ship By Sept. 2nd, 2022	15% DEPOSIT 85% NET 30 FROM DATE OF DELIVERY

DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Power Electronics NB150 NB Stand-Alone Charging Post - 150 kW with SPB, 150-1000VDC, 158 kVa, 480/277VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4, Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB150SU3005011010 1010000000000013	16	\$44,700.00	\$715,200.00
Power Electronics NB120 NB Stand-Alone Charging Post - 120 kW, 150-1000VDC, 128 kVa, 480VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4, Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB120SU2005011010 1010000000000013	4	\$31,150.00	\$124,600.00
NB Commissioning	N/A	20	\$850.00	\$17,000.00

****Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.****

Sub Total	\$856,800.00
Tax	TBD
Shipping	INCLUDED
Total	\$856,800.00

Sarah Keith

Sarah Keith - Corporate Controller

Daniel J. Mandli

Daniel J. Mandli (Jul 15, 2022 11:23 CDT)

Dan Mandli - Chief Operations Officer

Seth Christ

Seth Christ - Senior VP of Operations

David Jankowsky
 David Jankowsky - Founder & President

OFFER **133692**

REVISION **6**

Client Francis Energy
Project Stand Alone – Stock PO013122002
Location USA

Valencia, July 13th, 2022

Dear customer,

Following to your query please find attached our budget for the supply of the charging station for electrical vehicles.

Thanks for the opportunity provided.

Yours sincerely,



Brandon DiBuo
Head of Sales (E-Mobility)
Cell/Office: +1 480-519-5977
bdibuo@power-electronics.com

DOCUMENT CHANGE RECORD

Revision	Date	Remarks
1	05/17/2022	Initiating document
2	05/18/2022	Added Extended Warranty, Updated DDP Costs
3	05/27/2022	Price adjustment and offer n° change from 20123779 to 133692
4	06/01/2022	Transportation change to CIF and Warranty Extension Pricing update to 2 years
5	06/15/2022	Transportation price adjustment
6	07/13/2022	Price adjustment

This revision cancels last revision provided.

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	3.3 COMMENTS AND EXCLUSIONS	9

1 PRESENTATION OF THE PRODUCT

1.1 NB 120



POWER SCALABILITY
SIMULTANEOUS DC CHARGING
EXTENDED FULL POWER VOLTAGE RANGE
SMART FLEET MANAGEMENT
BUILT-IN CABLE MANAGEMENT
COMPACT DESIGN

NB 120 is a standalone high power EV charger designed to meet both current and future customer needs. With a power range from 60 kW to 120 kW, it can be easily power-scalable to follow EV market growth over time. It helps to maximize revenue generation allowing up to two vehicles to be charged simultaneously.

With an extended full power voltage range, NB 120 is a future-proofing solution able to support both standard (400 V) and HV battery packs (800 V).

By making use of smart user-friendly features, such as Smart Fleet Management and Built-in Cable Management, and with a small footprint, NB 120 is the best solution for sites that require the combination of design, high power and innovation.

1.2 NB 240



POWER SCALABILITY
SIMULTANEOUS DC CHARGING
EXTENDED FULL POWER VOLTAGE RANGE
SMART FLEET MANAGEMENT
BUILT-IN CABLE MANAGEMENT
COMPACT DESIGN
DISPENSER OPTION

NB 240 is a standalone high power EV charger designed to meet both current and future customer needs. With a power range from 150 kW to 240 kW, it can be easily power-scalable to follow EV market growth over time. Furthermore, it can be expanded horizontally with one additional dispenser to scale-up the site to four DC outlets. As a result, NB 240 helps to maximize revenue generation allowing up to two vehicles to be charged simultaneously and even four vehicles with the additional dispenser.

With an extended full power voltage range, NB 240 is a future-proofing solution able to support both standard (400 V) and HV battery packs (800 V).

By making use of smart user-friendly features, such as Smart Fleet Management, Smart Power Balance and Built-in Cable Management, and its small footprint, NB 240 is the best solution for sites that require the combination of design, high power and innovation.

2 LIST OF OFFERED ELEMENTS

2.1 Power Electronics NB 120

REFERENCE	NB120SU20050110101010000000000013	
DC OUTPUT	Power [kW]	120
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO ^[1]
	Maximum continuous current CCS [A]	200 A
	Peak current CCS [A] ^[2]	350 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	128
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance ^[4]
	Cable length [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Degree of protection	NEMA 3R
	Operating temperature	From -30°C to 50°C
	Relative humidity	From 4% to 95%
	Maximum altitude (above sea level)	≤ 2000 m without derating (max. 3000 m)
	Communications	Ethernet + OCPP 1.6 + Wifi + 3G / 4G connectivity
Dimensions (WxDxH) [ft]	2.20 x 2.46 x 5.90	
Regulation	UL 2202, NEC 625, FCC Part 15 Class A	

[1] CHAdeMO up to 500 V

[2] Consult Power Electronics for more information about the overload capacity of the connector.

[3] Consult with Power Electronics for further information.

2.2 Power Electronics NB 150

REFERENCE	NB150SU30050110101010000000000013	
DC OUTPUT	Power [kW]	150
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO ^[1]
	Maximum continuous current CCS [A]	300 A
	Peak current CCS [A] ^[2]	500 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	158
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance
	Cable lenght [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Degree of protection	NEMA 3R
	Operating temperature	From -30°C to 50°C
	Relative humidity	From 4% to 95%
	Maximum altitude (above sea level)	≤ 2000 m without derating (max. 3000 m)
	Communications	Ethernet + OCPP 1.6 + Wifi + 3G / 4G connectivity
Dimensions [ft]	2.20 x 3.12 x 6.23	
Regulation	UL 2202, NEC 625, FCC Part 15 Class A	

[1] CHAdeMO up to 500 V

[2] Consult Power Electronics for more information about the overload capacity of the connector.

[3] Consult with Power Electronics for further information.

3 COMMERCIAL OFFER

3.1 SCOPE OF SUPPLY

The elements described and offered correspond to the content shown in the following table.

Item	Description	Qty	Reference	Unit Price	Total Price
1.1	NB 120 (CCS 1 + CHAdeMO)	4	NB120SU2005	31,150.00 \$	124,600.00 \$
1.2	NB 150 (CCS 1 + CHAdeMO)	16	NB150SU3005	44,700.00 \$	715,200.00 \$
TOTAL					839,800.00 \$

[*] Availability to be agreed

[**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

FREIGHT & WARRANTY

Item	Description	Qty	Reference	Unit Price	Total Price
1.	NB Commissioning	20		850.00 \$	17,000.00 \$
2.	CIF Houston Port				0.00 \$
TOTAL					17,000.00 \$

[*] Availability to be agreed

[**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

3.2 TERMS OF SALE

Prices	Net – excluding Sales Taxes
Payment	15% within 15 days of receipt of Suppliers invoice for the particular Order (Down Payment). 85% within 30 days after the receipt of the Goods at the Delivery Location as specified in the Order.
FAT Test	Included (0.00 \$) – According Power Electronics protocol No external laboratory certificate included (In case of customer desires to be at factory while FAT, it will have to be notified to Power Electronics in advance)
Warranty	Material Warranty - 3 years according to warranty conditions of PE
Service	24 hours / day. 365 days /year
Delivery time [*]	To be confirmed
Offer expiration	30 days

[*] To be negotiated

3.3 COMMENTS AND EXCLUSIONS

Following works/supplies will be out of Power Electronics' scope:

- Unload, location, erection and installation of the equipment at the customer's facility.
- Any type of civil works, bedplates, anchoring, cable channels and chambers.
- Connection to the power source (material and works)
- Backoffice management system.
- Any other goods not described in this offer.

Power source post input connection must be compliant with local applicable standards.

All offered positions will be packed and transported separately. The customer will be responsible for the manipulation and erection. Customer must confirm that he has the appropriate means for unloading and manipulation of the equipment.

It is considered part of the commissioning the supervision of Power Electronics equipment comprised in the present offer. This supervision tasks will be performed in the same commissioning travel (no previous travels are available except for special request).

The use of special tools shall not be required.

Invoice

Invoice information

Customer's code: 300579
Francis Energy, LLC
1924 E 6th St
74104, Tulsa, Oklahoma, US
VAT/EIN number:
Order reference: Francis, Stock PO-013122002, EV
Origin of goods: Spain **HS Code:** 8504 40 9090

Invoice number: 802211258
Invoice date: 12/30/2022

Billing address

Francis Energy, LLC
1924 E 6th St,
74104 Tulsa Oklahoma
Tel: - USA

Comments

Milestone #2: 85% Upon delivery. Purchase Order Nr: 71522002. Stock PO-013122002 project.

Pos	Reference	Description	Quantity	Price USD	Net amount USD
1	NB120SU00000019	NB 120 STANDALONE UL SPB CCS1 + CHADEMO	4.00 PC	26,477.50	105,910.00
		Billing plan percent: 85.00 % Our order: 334872. Corresponding to your Purchase Order N°: 71522002 Stock PO-013122002			
2	NB150SU000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB	16.00 PC	37,995.00	607,920.00
		Billing plan percent: 85.00 % Our order: 334872. Corresponding to your Purchase Order N°: 71522002 Stock PO-013122002			
3	V904	NB COMMISSIONING	20.00 PC	722.50	14,450.00
		Billing plan percent: 85.00 % Our order: 334872.			

Invoice number: **802211258**
 Invoice date: **12/30/2022**

Pos	Reference	Description	Quantity	Price USD	Net amount USD
-----	-----------	-------------	----------	-----------	----------------

Corresponding to your Purchase Order N°: 71522002 Stock PO-013122002

Subtotal: 728.280,00

Gross amount USD	Tax base USD	Tax USD	Total Amount USD
728,280.00	713,830.00	58,890.98	787,170.98
	State tax USD 6.25 %	44,614.38	
	County tax USD 2.00 %	14,276.60	

Terms of sale

Incoterms: CIF Houston port
 Payment: Wire Transfer
 Pay terms: Due within 30 days

Due by:

01/29/2023 787,170.98USD

Purchase Order

BILL TO:

Francis Energy, LLC
 15 E 5TH ST, STE 821
 Tulsa, OK 74103
O: 918-236-1791 **F:** 918-491-4587
accounting@francisenergy.com



FRANCIS
ENERGY

PO NO. 071522002
DATE 7/15/22
PROJECT ID N/A
REF. QUOTE NO. 133692 V6

TO:

Power Electronics USA, Inc.
 1510 N Hobson St
 Gilbert, AZ 85233
 Brandon DiBuo
 480-519-5977
bdibuo@power-electronics.com

SHIP TO:

United States Port
 CIF Houston, TX Port
 Francis Energy, LLC
 Jordan Howard
 918-236-1826
jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS
STOCK - 150kW & 120kW	CIF Houston Port Ship By Sept. 2nd, 2022	15% DEPOSIT 85% NET 30 FROM DATE OF DELIVERY

DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Power Electronics NB150 NB Stand-Alone Charging Post - 150 kW with SPB, 150-1000VDC, 158 kVa, 480/277VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4, Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB150SU3005011010 1010000000000013	16	\$44,700.00	\$715,200.00
Power Electronics NB120 NB Stand-Alone Charging Post - 120 kW, 150-1000VDC, 128 kVa, 480VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4, Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB120SU2005011010 1010000000000013	4	\$31,150.00	\$124,600.00
NB Commissioning	N/A	20	\$850.00	\$17,000.00

****Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.****

Sub Total	\$856,800.00
Tax	TBD
Shipping	INCLUDED
Total	\$856,800.00

Sarah Keith

Sarah Keith - Corporate Controller

Daniel J. Mandli

Daniel J. Mandli (Jul 15, 2022 11:23 CDT)

Dan Mandli - Chief Operations Officer

Inv 802210851 - 128520.00

Seth Christ

Seth Christ - Senior VP of Operations

David Jankowsky
 David Jankowsky - Founder & President

OFFER **133692**

REVISION **6**

Client Francis Energy
Project Stand Alone – Stock PO013122002
Location USA

Valencia, July 13th, 2022

Dear customer,

Following to your query please find attached our budget for the supply of the charging station for electrical vehicles.

Thanks for the opportunity provided.

Yours sincerely,



Brandon DiBuo
Head of Sales (E-Mobility)
Cell/Office: +1 480-519-5977
bdibu@power-electronics.com

DOCUMENT CHANGE RECORD

Revision	Date	Remarks
1	05/17/2022	Initiating document
2	05/18/2022	Added Extended Warranty, Updated DDP Costs
3	05/27/2022	Price adjustment and offer n° change from 20123779 to 133692
4	06/01/2022	Transportation change to CIF and Warranty Extension Pricing update to 2 years
5	06/15/2022	Transportation price adjustment
6	07/13/2022	Price adjustment

This revision cancels last revision provided.

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1 PRESENTATION OF THE PRODUCT

1.1 NB 120



POWER SCALABILITY
SIMULTANEOUS DC CHARGING
EXTENDED FULL POWER VOLTAGE RANGE
SMART FLEET MANAGEMENT
BUILT-IN CABLE MANAGEMENT
COMPACT DESIGN

NB 120 is a standalone high power EV charger designed to meet both current and future customer needs. With a power range from 60 kW to 120 kW, it can be easily power-scalable to follow EV market growth over time. It helps to maximize revenue generation allowing up to two vehicles to be charged simultaneously.

With an extended full power voltage range, NB 120 is a future-proofing solution able to support both standard (400 V) and HV battery packs (800 V).

By making use of smart user-friendly features, such as Smart Fleet Management and Built-in Cable Management, and with a small footprint, NB 120 is the best solution for sites that require the combination of design, high power and innovation.

1.2 NB 240



POWER SCALABILITY
SIMULTANEOUS DC CHARGING
EXTENDED FULL POWER VOLTAGE RANGE
SMART FLEET MANAGEMENT
BUILT-IN CABLE MANAGEMENT
COMPACT DESIGN
DISPENSER OPTION

NB 240 is a standalone high power EV charger designed to meet both current and future customer needs. With a power range from 150 kW to 240 kW, it can be easily power-scalable to follow EV market growth over time. Furthermore, it can be expanded horizontally with one additional dispenser to scale-up the site to four DC outlets. As a result, NB 240 helps to maximize revenue generation allowing up to two vehicles to be charged simultaneously and even four vehicles with the additional dispenser.

With an extended full power voltage range, NB 240 is a future-proofing solution able to support both standard (400 V) and HV battery packs (800 V).

By making use of smart user-friendly features, such as Smart Fleet Management, Smart Power Balance and Built-in Cable Management, and its small footprint, NB 240 is the best solution for sites that require the combination of design, high power and innovation.

2 LIST OF OFFERED ELEMENTS

2.1 Power Electronics NB 120

REFERENCE	NB120SU20050110101010000000000013	
DC OUTPUT	Power [kW]	120
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO ^[1]
	Maximum continuous current CCS [A]	200 A
	Peak current CCS [A] ^[2]	350 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	128
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance ^[4]
	Cable length [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Degree of protection	NEMA 3R
	Operating temperature	From -30°C to 50°C
	Relative humidity	From 4% to 95%
	Maximum altitude (above sea level)	≤ 2000 m without derating (max. 3000 m)
	Communications	Ethernet + OCPP 1.6 + Wifi + 3G / 4G connectivity
Dimensions (WxDxH) [ft]	2.20 x 2.46 x 5.90	
Regulation	UL 2202, NEC 625, FCC Part 15 Class A	

[1] CHAdeMO up to 500 V

[2] Consult Power Electronics for more information about the overload capacity of the connector.

[3] Consult with Power Electronics for further information.

2.2 Power Electronics NB 150

REFERENCE	NB150SU30050110101010000000000013	
DC OUTPUT	Power [kW]	150
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO ^[1]
	Maximum continuous current CCS [A]	300 A
	Peak current CCS [A] ^[2]	500 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	158
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance
	Cable lenght [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Degree of protection	NEMA 3R
	Operating temperature	From -30°C to 50°C
	Relative humidity	From 4% to 95%
	Maximum altitude (above sea level)	≤ 2000 m without derating (max. 3000 m)
	Communications	Ethernet + OCPP 1.6 + Wifi + 3G / 4G connectivity
Dimensions [ft]	2.20 x 3.12 x 6.23	
Regulation	UL 2202, NEC 625, FCC Part 15 Class A	

[1] CHAdeMO up to 500 V

[2] Consult Power Electronics for more information about the overload capacity of the connector.

[3] Consult with Power Electronics for further information.

3 COMMERCIAL OFFER

3.1 SCOPE OF SUPPLY

The elements described and offered correspond to the content shown in the following table.

Item	Description	Qty	Reference	Unit Price	Total Price
1.1	NB 120 (CCS 1 + CHAdeMO)	4	NB120SU2005	31,150.00 \$	124,600.00 \$
1.2	NB 150 (CCS 1 + CHAdeMO)	16	NB150SU3005	44,700.00 \$	715,200.00 \$
TOTAL					839,800.00 \$

[*] Availability to be agreed

[**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

FREIGHT & WARRANTY

Item	Description	Qty	Reference	Unit Price	Total Price
1.	NB Commissioning	20		850.00 \$	17,000.00 \$
2.	CIF Houston Port				0.00 \$
TOTAL					17,000.00 \$

[*] Availability to be agreed

[**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

3.2 TERMS OF SALE

Prices	Net – excluding Sales Taxes
Payment	15% within 15 days of receipt of Suppliers invoice for the particular Order (Down Payment). 85% within 30 days after the receipt of the Goods at the Delivery Location as specified in the Order.
FAT Test	Included (0.00 \$) – According Power Electronics protocol No external laboratory certificate included (In case of customer desires to be at factory while FAT, it will have to be notified to Power Electronics in advance)
Warranty	Material Warranty - 3 years according to warranty conditions of PE
Service	24 hours / day. 365 days /year
Delivery time [*]	To be confirmed
Offer expiration	30 days

[*] To be negotiated

3.3 COMMENTS AND EXCLUSIONS

Following works/supplies will be out of Power Electronics' scope:

- Unload, location, erection and installation of the equipment at the customer's facility.
- Any type of civil works, bedplates, anchoring, cable channels and chambers.
- Connection to the power source (material and works)
- Backoffice management system.
- Any other goods not described in this offer.

Power source post input connection must be compliant with local applicable standards.

All offered positions will be packed and transported separately. The customer will be responsible for the manipulation and erection. Customer must confirm that he has the appropriate means for unloading and manipulation of the equipment.

It is considered part of the commissioning the supervision of Power Electronics equipment comprised in the present offer. This supervision tasks will be performed in the same commissioning travel (no previous travels are available except for special request).

The use of special tools shall not be required.

Invoice 10119673



Invoice Date	Due By	Amount
7/20/2023	8/4/2023	\$3,375.00
Customer Number		Terms
90330-P1		Net 15

Shipment

Shipper		Pickup Date: 7/17/2023	Consignee		Delivery Date: 7/19/2023
Francis Energy 1660 N Mingo Rd Suite A Tulsa, OK 74116 US +1 (918) 236-1826			JM Electric 274 Animas Creek Rd Caballo, NM 87931 US (575) 740-3035		
Qty	Type	Weight	Dimensions	Description	
5	Pallet	10000 lbs	" x " x "	Charging Stations, Sign, Post	
Equipment Type			Service Type		
53' Dry Van			Full		
Special Instructions					

References

BOL	60105478342
Customer Reference	SHIP NO. SHIP-0028
Customer Reference	PROJECT ID OEV-00252
PO	000226

Charges

Description	Amount
Line Haul	\$3,375.00
Total Amount Due	\$3,375.00

BILL TO

FRANCIS SOLAR LLC
15 East 5th Street
Suite 821
Tulsa, OK 74103 US

Account Summary

1-30	\$0.00
31-60	\$0.00
61-90	\$0.00
90+	\$0.00
Remit To:	Priority1 PO Box 840808 Dallas, TX 75284-0808 (888) 569-8035

You can now pay your invoices via credit card or electronic check online. A 2.5% surcharge will apply to all credit card transactions and electronic checks are free. To remit an electronic payment, please click [here](#) or email P1collections@priority1.com for more information. Please provide an explanation if the remittance amount is different than the invoiced amount. All claims must be filed within 7 days of shipment delivery date. If payment has already been remitted, please disregard this invoice.

BILL OF LADING		Carrier: LITTLE BEE TRANSPORTATION INC, 864663	
Shipper		Pickup Date: 07/17/2023	
Francis Energy 1660 N Mingo Rd Suite A Tulsa, OK 74116 Jordan P: +1 (918) 236-1826		Origin Terminal	
		Tulsa, OK 74116	
		Phone: P: +1 (918) 236-1826	
Consignee JM Electric 274 Animas Creek Rd Caballo, NM 87931 P: +1 (575) 740-3035		Destination Terminal	
		Caballo, NM 87931	
		Phone: P: +1 (575) 740-3035	
3rd Party Bill To		Customer Reference: SHIP NO. SHIP-0023 Customer Reference: PROJECT ID OEV-00252 PO: 000226	
Priority 1 Inc. P.O. Box 398 North Little Rock, AR 72115 P: +1 (501) 371-9814			
Special instructions: Pickup - MUST BE DEDICATED			
Freight Terms: <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect <input checked="" type="checkbox"/> 3rd Party			
Units	Type	Weight	Dimensions
5	Pallet	10,000 lbs	HM
5		10,000 lbs	Item Description
			charging stations, sign, post
			Grand Totals
<small>Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."</small>			
Remit COD to:			
Collect <input type="checkbox"/>		Prepaid <input type="checkbox"/>	
Customer check acceptable <input type="checkbox"/>		COD Amount: \$ _____	
Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 USC 14706(c)(1)(A) and (B)			
Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.		Trailer Loaded: ___ by Shipper ___ by Driver	Freight Counted: ___ by Shipper ___ by Driver
		The Carrier shall not make delivery of this shipment without payment of and all other lawful charges. Shipper: _____	
Shipper Signature / Date		Consignee Signature / Date	
This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Shipper: _____ Time In: _____ Time Out: _____		This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Consignee: _____ Time In: _____ Time Out: _____	
Carrier Signature / Date			
<small>Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent documentation in vehicle. Property described above is received in good order, except as noted.</small>			
Carrier: _____			

Signature
 John McGrath

7/17/23
Signature 7/18/23



Sierra Electric Cooperative, Inc.

PO Box 290
Elephant Butte, NM 87935
(575) 744-5231

INVOICE: 2023066

Invoice Date: 05/23/2023
Terms: NET
Due Date: 06/23/2023
Amount Due: \$ 37,008.06

FRANCIS ENERGY, LLC
EDWARD KLEPACKI
15 EAST 5TH ST, SUITE 821
TULSA OK 74103

Account: 556
Description: Aid To Construction, New Service WO#2023057 Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
AID TO CONSTRUCTION	1.000	EA	36,900.0000	36,900.00	
CATALOG ITEM: ESTIMATE FEE New Service Aid To Construction, New Service 15 East 5th St, Suite 821 Tulsa OK 74103 WO#2023057	1.000	EA	100.0000	100.00	✓

MESSAGES	
Thank you for your patronage!	Subtotal: \$ 37,000.00 Tax: \$ 8.06 Total: \$ 37,008.06 Amount Paid: \$ 0.00 Amount Due: \$ 37,008.06

Please submit stub with payment



Sierra Electric Cooperative, Inc.

PO Box 290
Elephant Butte, NM 87935
(575) 744-5231

Account:	556
Invoice:	2023066
Due Date:	06/23/2023
Amount Due:	\$ 37,008.06
Amount Of Payment:	_____

Remit To:

FRANCIS ENERGY, LLC
EDWARD KLEPACKI
15 EAST 5TH ST, SUITE 821
TULSA OK 74103

SIERRA ELECTRIC CO-OP
610 HWY 195
PO BOX 290
ELEPHANT BUTTE NM 87935



1-800-295-5510

uline.com

PO Box 88741 • Chicago IL 60680-1741

INVOICE NO.

155944587

**

INVOICE

ULINE FED ID#: 36-3684738

SHIPPING SUPPLY SPECIALISTS

THANK YOU FOR YOUR ORDER. ULINE CUSTOMER SINCE 2016

YOUR ORDER # 78161998

SOLD TO:

SHIP TO:

MDG2017 00013302 12243513
FRANCIS SOLAR LLC
15 E 5TH ST STE 821
TULSA OK 74103-4346

FRANCIS ENERGY LLC
1660 N MINGO RD UNIT A
TULSA OK 74116-1538

U100-9-2013

Table with columns: CUSTOMER NO., PURCHASE ORDER NO., SHIP VIA, ORDER DATE, DATE SHIPPED, TERMS, INVOICE DATE, QUANTITY, ITEM NUMBER, DESCRIPTION, UNIT PRICE, EXTENDED PRICE.

ORDER PLACED BY: JORDAN HOWARD

INTERNET /

Summary table with columns: SUB-TOTAL, SALES TAX, FRT/HNDLING, AMOUNT DUE.

PLEASE PAY FROM THIS INVOICE REFER TO THIS INVOICE NUMBER WHEN CONTACTING US REGARDING THIS TRANSACTION.

Table with columns: CUSTOMER NAME, CUSTOMER NUMBER, INVOICE NUMBER, INVOICE DATE, AMOUNT DUE.

AMOUNT ENCLOSED IF DIFFERENT THAN AMOUNT DUE \$ EXPLAIN DIFFERENCES ON REVERSE SIDE



MAKE CHECK PAYABLE AND MAIL TO:

ULINE
ATTN: ACCOUNTS RECEIVABLE
PO BOX 88741
CHICAGO IL 60680-1741

IMPORTANT - PLEASE DETACH AND RETURN THIS PORTION TO INSURE PROPER CREDIT

1224351301559445872211020003418291

NNNNN 02 02 013302 015084P

Purchase Order

BILL TO:

Francis Energy, LLC
 15 E 5TH ST, STE 821
 Tulsa, OK 74103
 O: 918-236-1791 F: 918-491-4587
accounting@francisenergy.com



PO NO. 110122006
DATE 11/1/22
PROJECT ID SHOP-0001
REF. QUOTE NO. PRC143193

TO:

Uline - Dallas
 980 W Bethel Road
 Coppell, TX 75019
 Customer Service
 1-800-295-5510



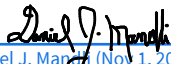
SHIP TO:

Francis Energy, LLC
 1660 N Mingo Rd, STE A
 Tulsa, OK 74116
 Jordan Howard
 918-236-1826
jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS		
2022 OEV Projects (Safety Bollards)	DDP - MOTOR FREIGHT	NET 30		
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
HEAVY DUTY SAFETY BOLLARD - 5 1/2 X 36", FIXED	H-4970F	77	\$105.00	\$8,085.00
<u>Cost Allocation</u>				
OEV-00248		5		
OEV-00249		5		
OEV-00250		5		
OEV-00251		5		
OEV-00252		5		
OEV-00253		5		
OEV-00254		5		
OEV-00255		5		
OEV-00256		5		
OEV-00257		5		
OEV-00258		5		
OEV-00259		5		
OEV-00260		5		
OEV-00261		5		
OEV-00262		7		

****Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.****

Sub Total	\$8,085.00
Tax	\$688.60
Shipping	\$401.87
Total	\$9,175.47


 Daniel J. Mandli (Nov 1, 2022 15:40 CDT)
 Dan Mandli - Chief Operations Officer



1-800-295-5510
 uline.com
 customer.service@uline.com

**PRICING
 REQUEST**

REQUEST # PRC143193

Thank you for your interest in Uline!

PROVIDED TO: FRANCIS SOLAR LLC
 15 E 5TH ST STE 821
 TULSA OK 74103-4346

SHIP TO: FRANCIS ENERGY LLC
 1660 N MINGO RD UNIT A
 TULSA OK 74116-1538

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
12243513			MOTOR FREIGHT - AVERITT EXPRESS	11/01/22	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	EA	H-10122	FREE PORTABLE POWER STATION THIS ITEM AT NO CHARGE	.00	.00
77	EA	H-4970F	HEAVY DUTY SAFETY BOLLARD - 5 1/2 X 36", FIXED	105.00	8,085.00

SUB-TOTAL 8,085.00	SALES TAX 688.60	SHIPPING/HANDLING 401.87	TOTAL 9,175.47
------------------------------	----------------------------	------------------------------------	--------------------------

NOTE:

 ATTENTION: JORDAN HOWARD






Uline SHOP-0001 (Bollards) PO #110122006

Final Audit Report

2022-11-01

Created:	2022-11-01
By:	Jordan Howard (jhoward@francis.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAAynC08-oENuZDTzTG3Z8XEgAtXkbdL2Mt

"Uline SHOP-0001 (Bollards) PO #110122006" History

-  Document created by Jordan Howard (jhoward@francis.energy)
2022-11-01 - 8:27:42 PM GMT- IP address: 12.94.86.210
-  Document emailed to dmandli@francisenergy.com for signature
2022-11-01 - 8:28:16 PM GMT
-  Email viewed by dmandli@francisenergy.com
2022-11-01 - 8:39:13 PM GMT- IP address: 12.94.86.210
-  Signer dmandli@francisenergy.com entered name at signing as Daniel J. Mandli
2022-11-01 - 8:40:37 PM GMT- IP address: 12.94.86.210
-  Document e-signed by Daniel J. Mandli (dmandli@francisenergy.com)
Signature Date: 2022-11-01 - 8:40:39 PM GMT - Time Source: server- IP address: 12.94.86.210
-  Agreement completed.
2022-11-01 - 8:40:39 PM GMT

Invoice Number * 155944587

Purchase Orders Number

Invoice Type * AP TRADE

Invoice Date * 11/02/2022

Activity Date * 11/02/2022

Invoice Total * 3,418.29

GL Distribution Total 3,418.29

Variance 0.00

Received Date

Discount Due Date

Default to Discount Term

Discount Available

Discount Taken

Payment Type * Check

Default to Vendor

Payment Term * NET 30

Default to Vendor

Invoice Due * 12/02/2022

Default to Invoice Term

Remittance Comment

Single Pay

GL Distributions

Line Number	Account Code	Account Descrip...	Matched	Taxable	Ignore Taxes	Activity Date	Amount	Quantity	UOM	Cost Center	AFE Numb
1	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/02/2022	569.72			OEV-00248	
2	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/02/2022	569.72			OEV-00249	
3	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/02/2022	569.72			OEV-00250	
4	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/02/2022	569.71			OEV-00251	
5	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/02/2022	569.71			OEV-00252	
6	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/02/2022	569.71			OEV-00253	



Sep 28, 2023 12:00:28 PM
106 Rock Canyon Road
Elephant Butte
Sierra County
New Mexico



