

APPENDIX D-4

Beneficiary Eligible Mitigation Action Certification



Francis Energy, LLC: Allsup's Roswell EVNM-00014 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)*

<b>Action Title:</b>	Allsup’s Roswell EVNM-00014 Project
<b>Beneficiary’s Project ID:</b>	NM-VW-20-18
<b>Funding Request No.</b>	<i>(sequential)</i> 031
<b>Request Type: (select one or more)</b>	<input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Other (specify): Click or tap here to enter text.
<b>Payment to be made to: (select one or more)</b>	<input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): Francis Energy, LLC
<b>Funding Request &amp; Direction (Attachment A)</b>	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

**SUMMARY**

<b>Eligible Mitigation Action</b> <input checked="" type="checkbox"/> Appendix D-2 item (specify): Eligible Mitigation Action 9. Light Duty Zero Emission Vehicle Supply Equipment
<b>Action Type</b> <input type="checkbox"/> Item 10 – DERA Option (5.2.12) (specify and attach DERA Proposal)
<b>Explanation of how funding request fits into Beneficiary’s Mitigation Plan (5.2.1):</b> 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 <sub>x</sub> ) emissions associated with the affected vehicles registered within New Mexico. The reduction of NO <sub>x</sub> 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 <sub>x</sub> reduction projects using Trust funds will have immediate and long-lasting benefits. The proposed project will reduce emissions of NO <sub>x</sub> , focusing on the most cost-effective vehicles that maximize emission reductions.
<b>Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):</b> A publicly accessible electric vehicle charging station consisting of two (2) 150kW DC fast charging stations located on commercial property housing a convenience store with other amenities nearby in the heart of Roswell. The site has direct access to HWY 70 and the Roswell metropolitan area and provides a convenient location for local charging and transit charging alike. The site is located at 2515 W. 2nd St., Roswell, NM.
<b>Estimate of Anticipated NO<sub>x</sub> Reductions (5.2.3):</b> N/A
<b>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):</b> The New Mexico Environment Department Administrative Services Division is the governmental entity responsible for reviewing and auditing expenditures of EMA funds to ensure compliance.
<b>Describe how the Beneficiary will make documentation publicly available (5.2.7.2):</b>

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<sub>x</sub> source proposed to be mitigated (5.2.8):**

The total project cost is Three Hundred Nine Thousand, Three Hundred Ninety-Four dollars, and Ten cents (\$309,394.10). Trust funding will provide the requested Seventy-Seven Thousand, Two Hundred Twenty-One dollars and Twenty-Five cents (\$77,221.25), approximately 25% of the final total project cost for the purchase and installation of the charging equipment. The remaining Two Hundred Thirty-Two Thousand, One Hundred Seventy-Two dollars and Eighty-Five cents (\$232,172.85) 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<sub>x</sub> 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 Roswell, located in Chaves County. The minority population in this area is 58%, and the low-income population is 46%. 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: 1/26/2024

*Kirby Olson*

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

**New Mexico Environment Department**

**For**

State of New Mexico  
**[BENEFICIARY]**

**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.	10/16/2020
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	10/16/2020
Trustee Acknowledges Receipt of Project Certification and Funding Direction	Q1 2024
Trustee Allocates Share of State Funds for Approved Project	Q1 2024
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	Q4 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)	12/13/2023
Lead Agency completes review and certifies payment direction to Trustee (Reimbursement)	Q1 2024
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	Q1 2024
Lead Agency Reports Project Completion	Q1 2024

**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	\$309,394.10	\$77,221.25	\$232,172.85	\$0
2. Contractor Support	\$0	\$0	\$0	\$0
3. Subrecipient Support	\$0	\$0	\$0	\$0
4. Administrative <sup>1</sup>	\$0	\$0	\$0	\$0
<b>Project Totals</b>	<b>\$309,394.10</b>	<b>\$77,221.25</b>	<b>\$232,172.85</b>	<b>\$0</b>
<b>Percentage</b>	<b>100%</b>	<b>25%</b>	<b>75%</b>	<b>0%</b>

<sup>1</sup>Subject 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/](http://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](mailto:neal.butt@env.nm.gov)

RE: Reimbursement request Allsup's Rosewell Store NM 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 that reads "David Jankowsky". The signature is written in a cursive, flowing style.

David Jankowsky  
CEO  
Francis Energy, LLC

**Francis Energy, LLC**

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

Bill To
<b>New Mexico Department of Environmental Quality</b>

**Invoice**

Date	Invoice #
12/13/2023	OEV-00254-2

Due Date	Terms
1/12/2024	Net30

Send to:

[neal.butt@env.nm.gov](mailto:neal.butt@env.nm.gov)

[kirby.olson@env.nm.gov](mailto:kirby.olson@env.nm.gov)

Include

The word Doc on reimbursement request

This Invoice

The Expense Listing

Warranty Information

Invoice Copies

Charger Cost Breakdown

Serial Number **AND** pictures of the EV Chargers

Description	Amount
VW EV Charging Installation for OEV-00254 - Allsup's Rosewell Store NM	
Total cost =	
\$225,689.92	
25% reimbursable (Maximum \$77,221.25) =	
\$77,348.52	\$ 77,221.25
<b>Total</b>	<b>\$77,221.25</b>

E-mail	accounting@francisenergy.com	<b>Total</b>	<b>\$77,221.25</b>
Phone #	918-236-5008	www.francisenergy.com	

**Expense Listing**  
**OEV-00254 - Allsup's Rosewell Store NM**

Vendor	Date	Invoice #	Account Description	Memo	Total Cost	VW Share	ARPA Share	Inv. Attached
						25%	75%	
Power Electronics	12/30/2022	802211258	CIP: CHARGERS		83,704.18	20,926.05	62,778.14	x
Power Electronics	9/30/2022	802210851	CIP: CHARGERS		14,771.33	3,692.83	11,078.50	x
Crane Invoices	10/31/2022	ISIOR221001341	CIP: CHARGERS	Shipping of Chargers	214.46	53.61	160.84	x
Crane Invoices	11/8/2022	ISIOR221100712	CIP: CHARGERS	Shipping of Chargers	515.72	128.93	386.79	x
Crane Invoices	12/30/2022	ISIOR221201626	CIP: CHARGERS	Shipping of Chargers	58.14	14.54	43.61	x
Crane Invoices	12/30/2022	ISIOR221201627	CIP: CHARGERS	Shipping of Chargers	54.50	13.63	40.88	x
Power Electronics	8/21/2023	802310892	CIP: CHARGERS	Extended warranty - cost 9400 for 2 150kv	9,400.00	2,350.00	7,050.00	x
Herc Rentals	1/25/2023	33461168-001	CIP: EQUIPMENT RENTALS		119.83	29.96	89.87	x
Clifford Power	11/18/2022	INV_TUL-0004217	CIP: EQUIPMENT RENTALS		184.24	46.06	138.18	x
Build A Sign	11/18/2022	600179280	CIP: EQUIPMENT RENTALS		\$102.05	25.51	76.54	x
Stonegate Self Storage	12/1/2022	467400894	CIP: EQUIPMENT RENTALS		165.00	41.25	123.75	x
Stonegate Self Storage	11/30/2022	465658119	CIP: EQUIPMENT RENTALS		32.33	8.08	24.25	x
ROSWELL RENTAL	9/30/2023	Credit Card	CIP: EQUIPMENT RENTALS	ROSWELL RENTAL - Christopher Trammel	84.22	21.06	63.17	x
Francis Energy Construction	11/10/2023	OEV00254 FEC-IC	CIP: LABOR	Francis Energy Management LLC - Labor B	\$88,650.00	22,162.50	66,487.50	x
The Sherwin Williams Co	10/26/2022	2746-5	CIP: MATERIALS		58.14	14.54	43.61	x
Uline	11/2/2022	155944586	CIP: MATERIALS		612.47	153.12	459.35	x
Hilti	11/21/2022	4620395897	CIP: MATERIALS		57.16	14.29	42.87	x
Frederick, Sommers & Western	11/29/2022	47557	CIP: MATERIALS		141.07	35.27	105.80	x
Design Ready Controls Inc	12/19/2022	457101*	CIP: MATERIALS		63.84	15.96	47.88	x
Design Ready Controls Inc	3/23/2023	465484	CIP: MATERIALS		5,901.31	1,475.33	4,425.98	x
Rexel	1/24/2023	5135266590.001	CIP: MATERIALS		2,083.25	520.81	1,562.44	x
Priority 1	12/22/2022	9020340	CIP: MATERIALS		492.86	123.22	369.65	x
BUILD A SIGN	11/18/2022	600179280	CIP: MATERIALS	use of four build a sign charging signs	102.05	25.51	76.54	x
Pattison Metal Fab, Inc	8/31/2023	45740	CIP: MATERIALS		487.00	121.75	365.25	x
Pattison Metal Fab, Inc	8/31/2023	45740-ST	CIP: MATERIALS		41.48	10.37	31.11	x
BUILD A SIGN	8/31/2023	Build-A-Sign_2023 08	CIP: MATERIALS	BUILD A SIGN	22.35	5.59	16.76	x
BUILD A SIGN	8/31/2023	Build-A-Sign_2023 08	CIP: MATERIALS	BUILD A SIGN	22.35	5.59	16.76	x
BUILD A SIGN	8/31/2023	Build-A-Sign_2023 08	CIP: MATERIALS	BUILD A SIGN	22.35	5.59	16.76	x
BUILD A SIGN	8/31/2023	Build-A-Sign_2023 08	CIP: MATERIALS	BUILD A SIGN	22.35	5.59	16.76	x
BUILD A SIGN	8/31/2023	Build-A-Sign_2023 08	CIP: MATERIALS	BUILD A SIGN	152.98	38.25	114.74	x
THE HOME DEPOT 3510 ROSWELL NM	9/30/2023	Credit Card	CIP: MATERIALS	THE HOME DEPOT 3510 ROSWELL NM	332.90	83.23	249.68	x
THE HOME DEPOT #3510 ROSWELL NM	9/30/2023	Credit Card	CIP: MATERIALS	THE HOME DEPOT #3510 ROSWELL NM	60.77	15.19	45.58	x
THE HOME DEPOT	9/30/2023	Credit Card	CIP: MATERIALS	THE HOME DEPOT	11.83	2.96	8.87	x
THE HOME DEPOT	9/30/2023	Credit Card	CIP: MATERIALS	THE HOME DEPOT	139.43	34.86	104.57	x
LANDFILL - SCALE HOUISE	9/30/2023	Credit Card	CIP: MATERIALS	LANDFILL - SCALE HOUISE	15.24	3.81	11.43	x
Tulsa Land Surveying, LLC	10/17/2022	5160	CIP: SUBCONTRACTOR	The Sherwin Williams Co	7,250.00	1,812.50	5,437.50	x
E.C. Tucker Electric Inc.	10/28/2022	28/026	CIP: SUBCONTRACTOR		6,824.33	1,706.08	5,118.25	x
Cynergy	12/5/2022	6954	CIP: SUBCONTRACTOR		\$2,985.00	746.25	2,238.75	x
Cynergy	12/5/2022	6955	CIP: SUBCONTRACTOR		\$1,490.00	372.50	1,117.50	x
Coonrod Electric Co., LLC	5/16/2023	63051*	CIP: SUBCONTRACTOR		\$30,828.66	7,707.17	23,121.50	x
Coonrod Electric Co., LLC	6/7/2023	63354	CIP: SUBCONTRACTOR		\$17,147.80	4,286.95	12,860.85	x
Coonrod Electric Co., LLC	6/30/2023	63609	CIP: SUBCONTRACTOR		\$16,091.69	4,022.92	12,068.77	x
Per Diem Meals	10/31/2023	Credit Card	CIP: TRAVEL	Per Diem Meals	\$150.00	37.50	112.50	na
VALEIRO	9/30/2023	Credit Card	CIP: TRAVEL	VALEIRO	\$77.67	19.42	58.25	na
VALEIRO	9/30/2023	Credit Card	CIP: TRAVEL	VALEIRO	\$7.49	1.87	5.62	na
LA QUINTA INNS SUITIES	9/30/2023	Credit Card	CIP: TRAVEL	LA QUINTA INNS SUITIES	\$81.93	20.48	61.45	na
LA QUINTA INNS SUITIES	9/30/2023	Credit Card	CIP: TRAVEL	LA QUINTA INNS SUITIES	\$81.93	20.48	61.45	na
BAYMONT INN SUITIES	9/30/2023	Credit Card	CIP: TRAVEL	BAYMONT INN SUITIES	\$81.94	20.49	61.46	na
FRE O&M	11/10/2023	OEV00254 FRE-O&M	Networking and Call Center Services		\$14,252.00	3,563.00	10,689.00	x
P&M Sign, Inc.	9/29/2023	9172	CIP: MATERIALS		3,144.48	786.12	2,358.36	x

Totals 225,689.92    77,348.52    232,045.57

Potential Reward amount	77,221.25	125,000.00
Difference	127.27	107,045.57
Y/N for total reward amount	Yes	Yes

**Actual Reward amount** 202,221.25    \$ 77,221.25    \$ 125,000.00

Charger Amounts  
 PO # 071522002  
 OEV-00254 - Allsup's Rosewell Store NM

		Power Elec_Invoices		
Charger Amounts		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% instead of 8.517%
commissioning	\$ 850.00	127.50	722.50	
	\$ 49,237.75	7,385.66	41,852.09	total cost per charger (includes Crane Inv)
<b>Total for 2</b>	<b>\$ 98,475.50</b>			

**shipping**

Crane invoices	Total for 2	Total for 1	Total Invoice \$
ISIORD221001341	\$ 214.46	107.23	\$ 2,144.55
ISIORD221100712	\$ 515.72	257.86	\$ 5,157.18
ISIORD221201626	\$ 58.14	29.07	\$ 581.43
ISIORD221201627	\$ 54.50	27.25	\$ 545.00
<b>shipping total for 2</b>	<b>\$ 842.82</b>		<b>\$ 7,883.16</b>

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
	<b>\$ 9,400.00</b>	

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			
31614036	NB 150	480/277V	150 kW	NB150SU0000000004	RFID Only	3-Year	\$44,700.00	71522002	OEV-00254	11/8/2022	\$ 2,350.00	\$ 2,350.00	Roswell	NM	
31614039	NB 150	480/277V	150 kW	NB150SU0000000004	RFID Only	3-Year	\$44,700.00	71522002	OEV-00254	11/8/2022	\$ 2,350.00	\$ 2,350.00	Roswell	NM	

OEV-00254 - Allsup's Rosewell Store NM EV SIGNAGE HIGHWAY COST	\$	3,144.48
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Location	Project Name	Mobilization	Materials	Tax	Total
<b>6 Mountainair to Des Moines: ( 4 Sierra Rd)</b> Trip 1- Installation 4 Sierra Grande Rd	OEV-00269 Sierra Grande Travel Center (VW)	3,480.00	1,708.00	398.83	\$ 5,586.83
<b>7 Mountainair to San Jon: (San Jon/Tucumcari)</b> Trip 2- Installation 2369A State HWY 469, SAN JON	OEV-00267 Chisum Travel Center (VW)	1,122.00	1,708.00	217.56	\$ 3,047.56
Trip 2- Installation 2300A S 1st St , TUCUMCARI	OEV-00258 Tucumari Store (VW)	1,122.00	1,708.00	217.56	\$ 3,047.56
<b>8 Mountainair to Fort Sumner:(Ft Sumner/Vaughn)</b> Trip 3- Installation 343 Sumner Ave, FORT SUMNER	OEV-00268 Allsup's Ft. Sumner Store (VW)	738.00	1,708.00	188.04	\$ 2,634.04
Trip 3- Installation 118 E. 8th St, VAUGHN	OEV-00251 Allsup's Vaughn Store (VW)	738.00	1,708.00	188.04	\$ 2,634.04
<b>9 Mountainair to Artesia: (Roswell/Artesia)</b> Trip 4- Installation 2517 W 2 Street, ROSWELL	OEV-00254 Allsup's Roswell Store (VW)	1,212.00	1,708.00	224.48	\$ 3,144.48
Trip 4- Installation 1601 N 1st St, ARTESIA	OEV-00255 Artesia (VW)	1,212.00	1,708.00	224.48	\$ 3,144.48
<b>10 Mountainair to Hobbs: (2810 N. Lovington Hwy)</b> Trip 5- Installation 2810 N. Lovington Hwy Unit 1, HOBBS	OEV-00256 Allsup's Hobb Store (VW)	3,324.00	1,708.00	386.84	\$ 5,418.84
<b>11 Mountainair to Alamogordo: (Alamogordo)</b> Trip 6- Installation 820 B US-70, ALAMAGORDO	OEV-00259 Allsup's Alamogordo Store (VW)	1,692.00	1,708.00	261.34	\$ 3,661.34
<b>12 Mountainair to Elephant Butte: (Elephant Butte)</b> Trip 7- 106B Rock-Canyon Rd., ELEPHANT BUTTE	OEV-00252 Fast Stop Convenience Store - Elephant Butte (VW)	1,608.00	1,708.00	254.92	\$ 3,570.92
		16,248.00	17,080.00	2,562.06	\$ 35,890.06

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From the PO BREAKDOWN Located at the bottom of Page	Trip 1 6	Trip 2 7	Trip 3 8	Trip 4 9	Trip 5 10	Trip 6 11	Trip 7 12	
hardware	48.00	96.00	96.00	96.00	48.00	48.00	48.00	480.00
anchor	144.00	288.00	288.00	288.00	144.00	144.00	144.00	1,440.00
post	460.00	920.00	920.00	920.00	460.00	460.00	460.00	4,600.00
Sign	924.00	1,848.00	1,848.00	1,848.00	924.00	924.00	924.00	9,240.00
graffiti	132.00	264.00	264.00	264.00	132.00	132.00	132.00	1,320.00
Mobilization	3,480.00	2,244.00	1,476.00	2,424.00	3,324.00	1,692.00	1,608.00	16,248.00
tax	398.83	435.11	376.07	448.95	386.84	261.34	254.92	2,562.06
Total	5,586.83	6,095.11	5,268.07	6,288.95	5,418.84	3,661.34	3,570.92	\$ 35,890.06

PO Total 35,890.06  
Chk -



# Electric Mobility General Warranty

## 1. Products covered by this General Warranty.

- Commercial product range: NB120, NB240, Slim Dispenser, Cooled Dispenser, NB POD, NB Wall, NB City.
- Industrial product range: NB Station LV, NB Station MV, NB180, Depot Dispenser.

## 2. Warranty Conditions and Warranty Period.

The product covered by this warranty (The Product) manufactured by Power Electronics (the Seller), has a warranty period of **THREE (3) years** from the warranty starting date (as stated on annex A), against any defect which can be directly and exclusively attributed to design, workmanship or material defect, if those faults or defects are identified within the warranty period.

*El producto cubierto por esta garantía (El Producto) fabricado por Power Electronics (el Vendedor), tiene un período de garantía de TRES (3) años a partir de la fecha de inicio de la garantía (como se indica en el anexo A), contra cualquier defecto que pueda atribuirse directa y atribuido exclusivamente a defectos de diseño, mano de obra o materiales, si esos fallos o defectos se identifican dentro del período de garantía.*

In application of this warranty, the Seller commits to repair or replace the faulty parts, depending on the kind of fault, with new or reconditioned parts. In case of fault or defect, the Buyer shall notify the Seller in writing, by means of their Technical Service representative, of the presence of any fault or defect within 5 days from the date the Buyer knew, or should have known of the fault, or defect. Failure to notify the Seller of any fault or defect in a timely manner may result in further damage to the equipment and possible non-validity of this general warranty with respect to the faulty Product, provided, however, that this warranty shall remain valid to the extent of the Buyer's failure to notify the Seller of any fault or defect does not cause any additional material damage or defect to the Product.

*En aplicación de esta garantía, el Vendedor se compromete a reparar o reemplazar las piezas defectuosas, dependiendo del tipo de fallo, con piezas nuevas o reacondicionadas. En caso de fallo o defecto, el Comprador deberá notificar por escrito al Vendedor, por medio de su representante del Servicio Técnico, la presencia de cualquier fallo o defecto dentro de los 5 días a partir de la fecha en que el Comprador conoció o debió conocer el fallo o defecto. Si no se notifica al Vendedor cualquier fallo o defecto oportunamente, se pueden producir daños adicionales en el equipo y una posible invalidez de esta garantía general con respecto al Producto defectuoso, siempre que esta garantía siga siendo válida en la medida en que el Comprador no notifique al Vendedor cualquier fallo o defecto aunque no cause ningún daño material adicional o defecto al Producto.*

This warranty is transferable upon Notice to the Seller, but only for the remaining warranty period. In the event of a transfer, transferee shall be subject to the same limitations and obligations as the original purchaser. Warranty transfers with no previous communication can cause warranty void.

*Esta garantía es transferible mediante Notificación al Vendedor, pero solo por el período de garantía restante. En el caso de una transferencia, el cesionario estará sujeto a las mismas limitaciones y obligaciones que el comprador original. Las transferencias de garantía sin comunicación previa pueden anular la garantía.*

The Seller shall, at their discretion, forfeit all warranty rights of the Buyer if the total amount of the contract has not been achieved in accordance with the agreed conditions. The validity of this general warranty is subject to the full achievement of the total amount of the supply contract.

*El Vendedor perderá, bajo su responsabilidad, perderá todos los derechos de garantía del Comprador si el importe total del contrato no se ha alcanzado de acuerdo con las condiciones acordadas. La validez de esta garantía general está sujeta al cumplimiento total del montante total del contrato de suministro.*

This warranty exclusively includes the repair of defects and/or replacement of faulty parts and components on our own manufactured products under Seller's brandname.

*Esta garantía incluye exclusivamente la reparación de defectos y / o el reemplazo de piezas y componentes defectuosos en nuestros propios productos fabricados bajo la marca del Vendedor.*

This warranty always frees the Seller from having to answer to faults which occur after the warranty period. If the Buyer requires any support from Seller when the warranty period has expired, the Product can be repaired or replaced under quotation acceptance by either the Buyer or any other subsequent owners.

*Esta garantía siempre libera al Vendedor de tener que responder a fallos que ocurran después del período de garantía. Si el Comprador requiere algún soporte del Vendedor cuando el período de garantía ha expirado, el Producto puede repararse o reemplazarse bajo la aceptación de la cotización por parte del Comprador o de cualquier otro propietario posterior.*

The repair or replacement of a faulty equipment at arrival will not modify the initial date of the warranty period for the Product. In the event of replacement of defective Products or parts thereof, title to the defective Product or part shall transfer to the Seller upon delivery of the replacement Product or part to the applicable project site.

*La reparación o la entrega del reemplazo de un equipo defectuoso no modificará la fecha inicial del período de garantía del Producto. En caso de reemplazo de los Productos defectuosos o o parte defectuosa, el certificado se transferirá al Vendedor al momento de la entrega en el proyecto correspondiente.*

No other warranties, express or implied, are made with respect to the Products including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or equipment availability. In any case, the Buyer's right to damages shall be limited to a maximum amount equal to no more than the value of the faulty or defective Products.

*No se hacen otras garantías, explícitas o implícitas, con respecto a los Productos, incluidas, entre otras, cualquier garantía implícita de comerciabilidad o adecuación para un propósito particular o disponibilidad de equipos. En cualquier caso, el derecho del Comprador a daños y perjuicios se limitará a una cantidad máxima igual a no más que el valor de los Productos defectuosos o defectuosos.*

The terms of this general warranty could be conditioned upon their incorporation in a contractual agreement between the Seller and the Buyer and could be subjected to modification when incorporated therein.

*Los términos de esta garantía general podrían estar condicionados a su incorporación en un acuerdo contractual entre el Vendedor y el Comprador y podrían estar sujetos a modificación cuando se incorporen al mismo.*

This general warranty does not affect your existing, statutory rights and is subject to the laws of the country in which the first purchase of the device was made by the end-user from the Seller and applies only to this country.

*Esta garantía general no afecta sus derechos legales vigentes y está sujeta a las leyes del país en el que el usuario final realizó la primera compra del dispositivo al Vendedor y se aplica solo a este país.*

### 3. Warranty Limitations / Limitaciones de la garantía

The warranty shall not cover to any Products whose claims or defects are caused by:

*La garantía no cubrirá ningún Producto cuyos reclamos o defectos sean causados por:*

- i. failure to observe the Seller's instructions regarding transport, installation, functioning, maintenance and storage of the Product,  
*incumplimiento de las instrucciones del Vendedor con respecto al transporte, instalación, funcionamiento, mantenimiento y almacenamiento del Producto,*
- ii. failure to commission the Product within six (6) months from the warranty starting date, or if the Product has been commissioned, shutting down or depowering the Product for a period in excess of six (6) months. In case of the Buyer plans to store the Product prior to commissioning or to depower the Product after commissioning, should contact to the Seller in order to ask for long term storage instructions.  
*no poner en marcha el Producto dentro de los seis (6) meses a partir de la fecha de inicio de la garantía, o si el Producto ha sido puesto en marcha, o apagar el Producto por un período superior a seis (6) meses. En caso de que el Comprador planea almacenar el Producto antes de la puesta en servicio o desactivar el Producto después de la puesta en servicio, debe comunicarse con el Vendedor para solicitar instrucciones de almacenamiento a largo plazo.*
- iii. careless or improper use of the products covered by this warranty.  
*uso descuidado o inadecuado de los productos cubiertos por esta garantía.*
- iv. lack of preventive maintenance according to the Seller's O&M manual.  
*falta de mantenimiento preventivo según el manual de O&M del vendedor*
- v. repairs or modifications made by the either the Buyer or any other third party without prior written authorization from the Seller,  
*reparaciones o modificaciones realizadas por el Comprador o cualquier tercera parte sin autorización previa por escrito del Vendedor*
- vi. negligence during the implementation of authorized repairs or modifications mentioned at point (v)  
*negligencia durante la implementación de reparaciones o modificaciones autorizadas mencionadas en el punto (v)*
- vii. normal tear and wear of the Product.  
*desgarro y desgaste normal del Producto*
- viii. labels or serial numbers of the device or components are modified, missing or illegible.  
*las etiquetas o números de serie del dispositivo o componentes están modificados, faltan o son ilegibles.*
- ix. anomalies caused by, or connected to, the elements coupled directly by the Buyer or by the final user,
- x. damages caused by accidents or events that place the Product outside its transport, storage and operational specifications.  
*daños causados por accidentes o eventos que colocan el Producto fuera de sus especificaciones de transporte, almacenamiento y operación.*
- xi. damages by external causes (such as environmental effects such as lightning, flood, earthquake), or by the extraordinary caused by an overcharge of work load, wrong use or external causes such as excessive humidity, dust presence, corroding products, electromagnetic fields, static energy, fluctuations in the quality of the electrical supply, or vandalism, abuse, accident (including but not limited to physical damage from being struck by a vehicle ) etc. and in general faults which neither are attributable nor out of the Seller's reasonable control.  
*daños por causas externas (como efectos ambientales como rayos, inundaciones, terremotos), o por causas extraordinarias causadas por una sobrecarga de trabajo, uso incorrecto o causas externas como humedad excesiva, presencia de polvo, corrosión de los productos, campos electromagnéticos, energía estática, fluctuaciones en la calidad del suministro eléctrico, etc. y en general fallos que no son atribuibles ni están fuera del control razonable del Vendedor*

This general warranty excludes:

*Esta garantía general excluye:*

- i. all components that must be replaced periodically such as fuses, lamps & air filters or consumable materials subject to normal and reasonable wear and tear.  
*todos los componentes que deben reemplazarse periódicamente, como fusibles, lámparas y filtros de aire o materiales consumibles sujetos a un desgaste normal y razonable.*
- ii. external parts that are not manufactured by PE under its own brand. In that case, PE will directly transfer third party's warranty conditions, unless written agreement between first buyer and PE.  
*partes externas que no son fabricadas por PE bajo su propia marca. En ese caso, PE transferirá directamente las condiciones de garantía de terceros, a menos que haya un acuerdo por escrito entre el primer comprador y PE*
- iii. Aesthetic defects (such as scratches and dents, corrosion or normal aging), except if such defects clearly affect to the normal operation of the equipment, equipment lifetime or equipment's performance.  
*defectos estéticos, excepto si dichos defectos afectan claramente al funcionamiento normal del equipo, la vida útil o el rendimiento del inversor.*
- iv. The cost of flight to return the unit to PE (only in commercial and final customer products)  
Damage to the Product caused by software, interfacing, parts, supplies or any other product not supplied by Power Electronics.  
*El coste del vuelo para devolver la unidad a PE (sólo en productos comerciales y de cliente final)*  
*Los daños en el producto causados por el software, la interconexión, las piezas, los suministros o cualquier otro producto no suministrado por Power Electronics.*

#### 4. Limitation of Liability.

The warranty will not cover in any case the damage, whether direct or not, to people or objects, and in no case will the faulty equipment include compensation or payment for lack of productivity by the Buyer or by the final user, and this is the only warranty given to the client, substituting any previous mentioned conditions or warranty, both implicit and legal, which have not been expressly accepted by the Seller.

*La garantía no cubrirá en ningún caso el daño, ya sea directo o no, a personas u objetos, y en ningún caso el equipo defectuoso incluirá compensación o pago por falta de productividad por parte del Comprador o del usuario final, y esta es la única garantía otorgada al cliente, sustituyendo cualquier condición o garantía mencionada anteriormente, tanto implícita como legal, que no haya sido expresamente aceptada por el Vendedor.*

The Seller shall bear no liability for damages to property or third persons, even as manufacturer of the Products, other than that expressly provided by virtue of applicable mandatory law provisions. In any case, the Seller shall not be liable for indirect or consequential damages of whatsoever nature as, by way of example, production losses or unearned profits whether based on contract, tort, or any other legal theory even if PE has been advised of the possibility of such damages.

*El Vendedor no será responsable por daños a la propiedad o a terceros, incluso como fabricante de los Productos, que no sea el expresamente previsto en virtud de las disposiciones legales obligatorias aplicables. En cualquier caso, el Vendedor no será responsable por daños indirectos o consecuencias de cualquier naturaleza como, por ejemplo, pérdidas de producción o beneficios no generados*

POWER ELECTRONICS, especially does not warrant that any Product will operate without interruption.

*POWER ELECTRONICS, especialmente, no garantiza el funcionamiento ininterrumpido de ningún Producto.*

In any event, the cumulative liability of the Product for all claims whatsoever related to the Product will not exceed the price the Buyer paid for the Product.

*En cualquier caso, la responsabilidad acumulada del Producto por todas las reclamaciones relacionadas con el Producto no superará el precio que el Comprador pagó por el Producto.*

Lliria, 7<sup>th</sup> December, 2021



Luis Alcázar  
Director Calidad Corporativo

Disclaimer:

In case of doubt or conflict about the present General Warranty the English version will prevail.

*Ante cualquier duda o conflicto sobre el contenido de esta Garantía General prevalecerá lo dispuesto en la versión en inglés,*



Electric Mobility  
Extended  
Warranty

## 1. Products covered by this Extended Warranty.

- Commercial product range: NB120, NB240, Slim Dispenser, Cooled Dispenser, NB POD, NB Wall, NB City.
- Industrial product range: NB Station LV, NB Station MV, NB1180, Depot Dispenser.

## 2. Warranty Conditions and Warranty Period.

The product covered by this warranty (The Product) manufactured by Power Electronics (the Seller), has a warranty period of **TWO (2)** years from the warranty starting date (as stated on annex A), against any defect which can be directly and exclusively attributed to design, workmanship or material defect, if those faults or defects are identified within the warranty period.

*El producto cubierto por esta garantía (El Producto) fabricado por Power Electronics (el Vendedor), tiene un período de garantía de DOS (2) años a partir de la fecha de inicio de la garantía (como se indica en el anexo A), contra cualquier defecto que pueda atribuirse directa y atribuido exclusivamente a defectos de diseño, mano de obra o materiales, si esos fallos o defectos se identifican dentro del período de garantía.*

In application of this warranty, the Seller commits to repair or replace the faulty parts, depending on the kind of fault, with new or reconditioned parts. In case of fault or defect, the Buyer shall notify the Seller in writing, by means of their Technical Service representative, of the presence of any fault or defect within 5 days from the date the Buyer knew, or should have known of the fault, or defect. Failure to notify the Seller of any fault or defect in a timely manner may result in further damage to the equipment and possible non-validity of this extended warranty with respect to the faulty Product, provided, however, that this warranty shall remain valid to the extent of the Buyer's failure to notify the Seller of any fault or defect does not cause any additional material damage or defect to the Product.

*En aplicación de esta garantía, el Vendedor se compromete a reparar o reemplazar las piezas defectuosas, dependiendo del tipo de fallo, con piezas nuevas o reacondicionadas. En caso de fallo o defecto, el Comprador deberá notificar por escrito al Vendedor, por medio de su representante del Servicio Técnico, la presencia de cualquier fallo o defecto dentro de los 5 días a partir de la fecha en que el Comprador conoció o debió conocer el fallo o defecto. Si no se notifica al Vendedor cualquier fallo o defecto oportunamente, se pueden producir daños adicionales en el equipo y una posible invalidez de esta garantía extensión con respecto al Producto defectuoso, siempre que esta garantía siga siendo válida en la medida en que el Comprador no notifique al Vendedor cualquier fallo o defecto aunque no cause ningún daño material adicional o defecto al Producto.*

This warranty is transferable upon Notice to the Seller, but only for the remaining warranty period. In the event of a transfer, transferee shall be subject to the same limitations and obligations as the original purchaser. Warranty transfers with no previous communication can cause warranty void.

*Esta garantía es transferible mediante Notificación al Vendedor, pero solo por el período de garantía restante. En el caso de una transferencia, el cesionario estará sujeto a las mismas limitaciones y obligaciones que el comprador original. Las transferencias de garantía sin comunicación previa pueden anular la garantía.*

The Seller shall, at their discretion, forfeit all warranty rights of the Buyer if the total amount of the contract has not been achieved in accordance with the agreed conditions. The validity of this extended warranty is subject to the full achievement of the total amount of the supply contract.

*El Vendedor perderá, bajo su responsabilidad, perderá todos los derechos de garantía del Comprador si el importe total del contrato no se ha alcanzado de acuerdo con las condiciones acordadas. La validez de esta garantía extendida está sujeta al cumplimiento total del montante total del contrato de suministro.*

This warranty exclusively includes the repair of defects and/or replacement of faulty parts and components on our own manufactured products under Seller's brandname.

*Esta garantía incluye exclusivamente la reparación de defectos y / o el reemplazo de piezas y componentes defectuosos en nuestros propios productos fabricados bajo la marca del Vendedor.*

This warranty always frees the Seller from having to answer to faults which occur after the warranty period. If the Buyer requires any support from Seller when the warranty period has expired, the Product can be repaired or replaced under quotation acceptance by either the Buyer or any other subsequent owners.

*Esta garantía siempre libera al Vendedor de tener que responder a fallos que ocurran después del período de garantía. Si el Comprador requiere algún soporte del Vendedor cuando el período de garantía ha expirado, el Producto puede repararse o reemplazarse bajo la aceptación de la cotización por parte del Comprador o de cualquier otro propietario posterior.*

The repair or replacement of a faulty equipment at arrival will not modify the initial date of the warranty period for the Product. In the event of replacement of defective Products or parts thereof, title to the defective Product or part shall transfer to the Seller upon delivery of the replacement Product or part to the applicable project site.

*La reparación o la entrega del reemplazo de un equipo defectuoso no modificará la fecha inicial del período de garantía del Producto. En caso de reemplazo de los Productos defectuosos o o parte defectuosos, el certificado se transferirá al Vendedor al momento de la entrega en el proyecto correspondiente.*

No other warranties, express or implied, are made with respect to the Products including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or equipment availability. In any case, the Buyer's right to damages shall be limited to a maximum amount equal to no more than the value of the faulty or defective Products.

*No se hacen otras garantías, explícitas o implícitas, con respecto a los Productos, incluidas, entre otras, cualquier garantía implícita de comerciabilidad o adecuación para un propósito particular o disponibilidad de equipos. En cualquier caso, el derecho del Comprador a daños y perjuicios se limitará a una cantidad máxima igual a no más que el valor de los Productos defectuosos o defectuosos.*

The terms of this extended warranty could be conditioned upon their incorporation in a contractual agreement between the Seller and the Buyer and could be subjected to modification when incorporated therein.

*Los términos de esta garantía extendida podrían estar condicionados a su incorporación en un acuerdo contractual entre el Vendedor y el Comprador y podrían estar sujetos a modificación cuando se incorporen al mismo.*

This extended warranty does not affect your existing, statutory rights and is subject to the laws of the country in which the first purchase of the device was made by the end-user from the Seller and applies only to this country.

*Esta garantía extendida no afecta sus derechos legales vigentes y está sujeta a las leyes del país en el que el usuario final realizó la primera compra del dispositivo al Vendedor y se aplica solo a este país.*

### 3. Warranty Limitations / Limitaciones de la garantía

The warranty shall not cover to any Products whose claims or defects are caused by:

*La garantía no cubrirá ningún Producto cuyos reclamos o defectos sean causados por:*

- i. failure to observe the Seller's instructions regarding transport, installation, functioning, maintenance and storage of the Product,  
*incumplimiento de las instrucciones del Vendedor con respecto al transporte, instalación, funcionamiento, mantenimiento y almacenamiento del Producto,*
- ii. failure to commission the Product within six (6) months from the warranty starting date, or if the Product has been commissioned, shutting down or depowering the Product for a period in excess of six (6) months. In case of the Buyer plans to store the Product prior to commissioning or to depower the Product after commissioning, should contact to the Seller in order to ask for long term storage instructions.  
*no poner en marcha el Producto dentro de los seis (6) meses a partir de la fecha de inicio de la garantía, o si el Producto ha sido puesto en marcha, o apagar el Producto por un período superior a seis (6) meses. En caso de que el Comprador planea almacenar el Producto antes de la puesta en servicio o desactivar el Producto después de la puesta en servicio, debe comunicarse con el Vendedor para solicitar instrucciones de almacenamiento a largo plazo.*
- iii. careless or improper use of the products covered by this warranty.  
*uso descuidado o inadecuado de los productos cubiertos por esta garantía.*
- iv. lack of preventive maintenance according to the Seller's O&M manual.  
*falta de mantenimiento preventivo según el manual de O&M del vendedor*
- v. repairs or modifications made by the either the Buyer or any other third party without prior written authorization from the Seller,  
*reparaciones o modificaciones realizadas por el Comprador o cualquier tercera parte sin autorización previa por escrito del Vendedor*
- vi. negligence during the implementation of authorized repairs or modifications mentioned at point (v)  
*negligencia durante la implementación de reparaciones o modificaciones autorizadas mencionadas en el punto (v)*
- vii. normal tear and wear of the Product.  
*desgarro y desgaste normal del Producto*
- viii. labels or serial numbers of the device or components are modified, missing or illegible.  
*las etiquetas o números de serie del dispositivo o componentes están modificados, faltan o son ilegibles.*
- ix. anomalies caused by, or connected to, the elements coupled directly by the Buyer or by the final user,
- x. damages caused by accidents or events that place the Product outside its transport, storage and operational specifications.  
*daños causados por accidentes o eventos que colocan el Producto fuera de sus especificaciones de transporte, almacenamiento y operación.*
- xi. damages by external causes (such as environmental effects such as lightning, flood, earthquake), or by the extraordinary caused by an overcharge of work load, wrong use or external causes such as excessive humidity, dust presence, corrosing products, electromagnetic fields, static energy, fluctuations in the quality of the electrical supply, or vandalism, abuse, accident (including but not limited to physical damage from being struck by a vehicle ) etc. and in extended faults which neither are attributable nor out of the Seller's reasonable control.  
*daños por causas externas (como efectos ambientales como rayos, inundaciones, terremotos), o por causas extraordinarias causadas por una sobrecarga de trabajo, uso incorrecto o causas externas como humedad excesiva, presencia de polvo, corrosión de los productos, campos electromagnéticos, energía estática, fluctuaciones en la calidad del suministro eléctrico, etc. y en extendida fallos que no son atribuibles ni están fuera del control razonable del Vendedor*

This extended warranty excludes:

*Esta garantía extendida excluye:*

- i. all components that must be replaced periodically such as fuses, lamps & air filters or consumable materials subject to normal and reasonable wear and tear.  
*todos los componentes que deben reemplazarse periódicamente, como fusibles, lámparas y filtros de aire o materiales consumibles sujetos a un desgaste normal y razonable.*

- ii. external parts that are not manufactured by PE under its own brand. In that case, PE will directly transfer third party's warranty conditions, unless written agreement between first buyer and PE.  
*partes externas que no son fabricadas por PE bajo su propia marca. En ese caso, PE transferirá directamente las condiciones de garantía de terceros, a menos que haya un acuerdo por escrito entre el primer comprador y PE*
- iii. Aesthetic defects (such as scratches and dents, corrosion or normal aging), except if such defects clearly affect to the normal operation of the equipment, equipment lifetime or equipment's performance.  
*defectos estéticos, excepto si dichos defectos afectan claramente al funcionamiento normal del equipo, la vida útil o el rendimiento del inversor.*
- iv. The cost of flight to return the unit to PE (only in commercial and final customer products)  
Damage to the Product caused by software, interfacing, parts, supplies or any other product not supplied by Power Electronics.  
*El coste del vuelo para devolver la unidad a PE (sólo en productos comerciales y de cliente final)*  
*Los daños en el producto causados por el software, la interconexión, las piezas, los suministros o cualquier otro producto no suministrado por Power Electronics.*

#### 4. Limitation of Liability.

The warranty will not cover in any case the damage, whether direct or not, to people or objects, and in no case will the faulty equipment include compensation or payment for lack of productivity by the Buyer or by the final user, and this is the only warranty given to the client, substituting any previous mentioned conditions or warranty, both implicit and legal, which have not been expressly accepted by the Seller.  
*La garantía no cubrirá en ningún caso el daño, ya sea directo o no, a personas u objetos, y en ningún caso el equipo defectuoso incluirá compensación o pago por falta de productividad por parte del Comprador o del usuario final, y esta es la única garantía otorgada al cliente, sustituyendo cualquier condición o garantía mencionada anteriormente, tanto implícita como legal, que no haya sido expresamente aceptada por el Vendedor.*

The Seller shall bear no liability for damages to property or third persons, even as manufacturer of the Products, other than that expressly provided by virtue of applicable mandatory law provisions. In any case, the Seller shall not be liable for indirect or consequential damages of whatsoever nature as, by way of example, production losses or unearned profits whether based on contract, tort, or any other legal theory even if PE has been advised of the possibility of such damages.

*El Vendedor no será responsable por daños a la propiedad o a terceros, incluso como fabricante de los Productos, que no sea el expresamente previsto en virtud de las disposiciones legales obligatorias aplicables. En cualquier caso, el Vendedor no será responsable por daños indirectos o consecuencias de cualquier naturaleza como, por ejemplo, pérdidas de producción o beneficios no generados*

POWER ELECTRONICS, especially does not warrant that any Product will operate without interruption.  
*POWER ELECTRONICS, especialmente, no garantiza el funcionamiento ininterrumpido de ningún Producto.*

In any event, the cumulative liability of the Product for all claims whatsoever related to the Product will not exceed the price the Buyer paid for the Product.

*En cualquier caso, la responsabilidad acumulada del Producto por todas las reclamaciones relacionadas con el Producto no superará el precio que el Comprador pagó por el Producto.*

Liria, 7<sup>th</sup> December, 2021



Luis Alcázar  
Director Calidad Corporativo

#### Disclaimer:

In case of doubt or conflict about the present Extended Warranty the English version will prevail.

*Ante cualquier duda o conflicto sobre el contenido de esta Garantía extendida prevalecerá lo dispuesto en la versión en inglés,*

Order# 600179280  
<https://www.buidesign.com>  
Date: Friday, November 18, 2022

**Billing Information:**

Name: JORDAN HOWARD  
Phone: 8707613895  
Address: 15 E 5TH ST  
Address 2: STE 821  
Tulsa, Oklahoma 74103  
United States

Payment method: Checkout with Credit Card

**Shipping Information:**

Name: Jordan Howard  
Phone: 8707613895  
Address: 1660 N Mingo Rd Unit A  
Tulsa, Oklahoma 74116  
United States

Shipping method: Rush  
Get it by: 11/25/2022

**Product(s)**

Name	Price	Qty	Total
<i>18" x 12" (Holes for Parking Signs) Reflective Aluminum (.040) Single Sided</i>	\$23.51	40	\$940.40

Sub-total: \$940.40  
Shipping: \$0.00  
Tax: \$80.09  
**Order total: \$1,020.49**



**Expense Report**

**Report Name : August Expense Report**

---

**Employee Name :** Burton, Josh

**Employee ID :** Josh Burton

---

**Report Header**

**Report ID :** E1FB634B15FA47CDB378

**Receipts Received :** Yes

**Report Date :** 08/31/2023

**Approval Status :** Approved & In Accounting Review

**Payment Status :** Not Paid

**Currency :** US, Dollar

**Comment :** Clagg, Jennifer (09/11/2023):  
please add these and re-submit  
8/30/2023 BUILDASIGN.COM  
AUSTIN TX JOSHUA BURTON  
2,168.13 8/30/2023 THE HOME  
DEPOT TULSA OK JOSHUA  
BURTON 943.66

---

**Materials**

Transaction Date	Expense Type	Business Purpose	Vendor Description	Payment Type	Amount	Customer:Project	Department
08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$2,168.13	Fast Stop - Elephant Butte	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$304.80	Allsup's Alamogordo	Construction
		NM		American Express		Fast Stop -	

• 08/30/2023	Materials	Signage for Sites	BUILD A SIGN	Business Card	\$163.86	Elephant Butte	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$304.27	Allsup's Hobbs	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$152.42	Sierra Grande Travel Ctr (Des Moines)	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$305.39	Chisum Travel Ctr (San Jon)	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$152.42	Allsup's # 2258 - Ft Sumner	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$158.14	Allsup's Tucumari	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$152.98	Allsup's # 102160 - Roswell (W 2nd)	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$320.87	Allsup's Vaughn	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$152.98	Allsup's Artesia	Construction
08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business Card	\$893.83	Fast Stop - Elephant Butte	Construction
• 08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business Card	\$89.38	Fast Stop - Elephant Butte	Construction
• 08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business Card	\$89.38	Allsup's Alamogordo	Construction
• 08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business Card	\$89.38	Allsup's Hobbs	Construction
• 08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business Card	\$89.38	Sierra Grande Travel Ctr (Des Moines)	Construction
• 08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business	\$89.38	Chisum Travel Ctr (San Jon)	Construction

• 08/21/2023	Materials	Material for Project	BUILD A SIGN	Card American Express Business Card	\$89.38	Allups # 2258 - Ft Sumner	Construction
• 08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business Card	\$89.38	Allsup's Tucumari	Construction
• 08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business Card	\$89.39	Allsup's Artesia	Construction
• 08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business Card	\$89.39	Allsup's # 2392 - Roswell (n Main)	Construction
• 08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business Card	\$89.39	Allsup's Vaughn	Construction
08/15/2023	Materials	Material for Project	STANION WHOLESALE ELECTRONIC	American Express Business Card	\$2,481.88	Thompson Hill Shopping Ctr - Sedalia	Construction
08/10/2023	Materials	Material for Project	1-800-STENCIL	American Express Business Card	\$49.98	Allsup's Alamogordo	Construction
		<b>Comment :</b> Burton, Josh (09/01/2023): This was needed to use to spray "Only" underneath "EV Chargers" in the parking spots.					
08/01/2023	Materials	Material for Project	0236 GREENTECH RENEWABLES	American Express Business Card	\$5,781.87	Greasy Community Fellowship	Construction
08/01/2023	Materials	Material for Project	0236 GREENTECH RENEWABLES	American Express Business Card	\$7,130.46	NAFI Bldg # 2	Construction
<b>Office Supplies</b>							
<b>Transaction Date</b>	<b>Expense Type</b>	<b>Business Purpose</b>	<b>Vendor Description</b>	<b>Payment Type</b>	<b>Amount</b>	<b>Customer:Project</b>	<b>Department</b>
08/22/2023	Office Supplies	Material for Seth-Office	AMAZONCOM	American Express Business Card	\$93.90	Oklahoma	Corporate
• 08/22/2023	Office Supplies	Material for Seth-Office	AMAZONCOM	American Express Business Card	\$93.90	Oklahoma	Corporate
08/09/2023	Office Supplies		AMAZONCOM	American Express Business Card	\$57.36	Oklahoma	Construction
		<b>Comment :</b> Burton, Josh (09/01/2023): This was the first HDMI					

cable Seth wanted me to order.

**Shop Supplies**

<b>Transaction Date</b>	<b>Expense Type</b>	<b>Business Purpose</b>	<b>Vendor Description</b>	<b>Payment Type</b>	<b>Amount</b>	<b>Customer:Project</b>	<b>Department</b>
08/30/2023	Shop Supplies	Water and Trash Bags for Warehouse	THE HOME DEPOT	American Express Business Card	\$943.66		Construction
08/08/2023	Shop Supplies	Water and Trash Bags for Warehouse	THE HOME DEPOT	American Express Business Card	\$554.67	Oklahoma	Pre Construction

---

**Report Total :** \$20,155.74

**Personal Expenses :** \$0.00

**Total Amount Claimed :** \$20,155.74

**Amount Approved :** \$20,155.74

**Company Disbursements**

**Amount Due Employee :** \$0.00

**Amount Due Company Card :** \$20,155.74

**Total Paid By Company :** \$20,155.74

**Employee Disbursements**

**Amount Due Company Card From Employee :** \$0.00

**Total Paid By Employee :** \$0.00

---

**ORDER #600312414**

Order Date: Monday, August 21, 2023

Order Total: \$893.83

**Billing Address**

Joshua Burton  
Email: jburton@francisenergy.com  
Phone: 9186445113  
15 E 5th St  
STE 821  
Tulsa , Oklahoma 74103  
United States

**Shipping Address**

Joshua Burton  
Email: jburton@francisenergy.com  
Phone: 9186445113  
1660 N Mingo Rd  
STE A  
Tulsa , Oklahoma 74116  
United States

**Shipping**

Shipping Method: Rush

Product(s)

Name	Picture	Price	Quantity	Total
18" x 12" (Holes for Parking Signs) 18" x 12" (Holes for Parking Signs) Reflective Aluminum (.080)		\$31.68	26	\$823.68

Name	Picture	Price	Quantity	Total
18" x 12" (Holes for Parking Signs) 18" x 12" (Holes for Parking Signs) Reflective Aluminum (.080)		\$31.68	26	\$823.68

Sub-Total:	\$823.68
Shipping:	\$0.00
Tax:	\$70.15
Order Total:	<b>\$893.83</b>

Re-order

Jeremy Howard Friday 4:20 PM



yes sir.

may order an extra 6 just to make sure we are covered.

Order# 600317699  
<https://www.buildasign.com>  
 Date: Wednesday, August 30, 2023

**Billing Information:**

Name: Joshua Burton  
 Phone: 9186445113  
 Address: 15 E 5th St  
 Address 2: STE 821  
 Tulsa, Oklahoma 74103  
 United States

Payment method: Checkout with Credit Card

**Shipping Information:**

Name: Joshua Burton  
 Phone: 9186445113  
 Address: 1660 N Mingo Rd  
 Address 2: STE A  
 Tulsa, Oklahoma 74116  
 United States

Shipping method: Rush  
 Get it by: 9/6/2023

**Product(s)**

Name	Price	Qty	Total
<i>18" x 12" (Holes for Parking Signs) Reflective Aluminum (.080) 6' U-Channel Post - Green Baked Enamel (With Mounting Hardware)</i>	\$70.41	5	\$352.05
<i>18" x 12" (Holes for Parking Signs) Reflective Aluminum (.080) 6' U-Channel Post - Green Baked Enamel (With Mounting Hardware)</i>	\$70.41	8	\$563.28
<i>18" x 12" (Holes for Parking Signs) Reflective Aluminum (.080) 6' U-Channel Post - Green Baked Enamel (With Mounting Hardware)</i>	\$69.85	10	\$698.50
<i>18" x 12" (Holes for Parking Signs) Reflective Aluminum (.080) 6' U-Channel Post - Green Baked Enamel (With Mounting Hardware)</i>	\$75.57	2	\$151.14
<i>18" x 12" (Holes for Parking Signs) Reflective Aluminum (.080) 6' U-Channel Post - Green Baked Enamel (With Mounting Hardware)</i>	\$75.57	2	\$151.14
<i>18" x 12" (Holes for Parking Signs) Reflective Aluminum (.080) 6' U-Channel Post - Green Baked Enamel (With Mounting Hardware)</i>	\$81.85	1	\$81.85

Sub-total: \$1,997.96  
 Shipping: \$0.00  
 Tax: \$170.17  
**Order total: \$2,168.13**



# INVOICE

EM

Pre-Pay

**Bill To**

FRANCIS RENEWABLE ENERGY  
1660 N MINGO RD, UNIT A  
TULSA, OK 74116

**Invoice Number** INV\_TUL-0004217  
**Invoice Type** TUL\_RENT  
**Invoice Date** 11/18/2022  
**Agreement Number** RNT\_TUL-0002731  
**Customer Number** 15610  
**PO Number**

**Ship Via** BEST METHOD

**Ship To**

FRANCIS RENEWABLE ENERGY  
1660 N MINGO ROAD, UNIT A  
TULSA, OK 74117

**Comments**

**Contact Name** \_\_\_\_\_ **Salesperson** Mason Ewy

**Invoice Period** 11/14/2022 - 11/18/2022 **Payment Terms** Prepayment **Due Date** 11/18/2022

Rental Lines						
Item	Start Date	Start Hours	End Date	End Hours	Quantity	Rental Shift
RENT_GEN-235 Generator - 150 kVA	11/14/2022	9,414	11/18/2022	9,441		SINGLE SHIFT
<b>Line SubTotal</b>						<b>Line Total</b> \$975.00
RENT_4/0-50FT 4/0 CABLE - 50'					10.00	
<b>Line SubTotal</b>						<b>Line Total</b> \$400.00
RENT_4/0_PIG-M 4/0 PIGTAILS MALE					5.00	
<b>Line SubTotal</b>						<b>Line Total</b> \$50.00
RENT_4/0_PIG-F 4/0 PIGTAILS FEMALE					5.00	
<b>Line SubTotal</b>						<b>Line Total</b> \$50.00

Miscellaneous Lines						
Item Number	Description	Quantity	U of M	Unit Price		Line Total
RENT_ENV	RENTAL ENVIRONMENTAL FEE	1.00	EACH	19.50		\$19.50
RENT_FREIGHT	COMPLIMENTARY DELIVERY	1.00	EACH	0.00		\$0.00
RENT_FREIGHT	RETURN FREIGHT	1.00	EACH	200.00		\$200.00

Subtotal	\$	1,475.00
Overage	\$	0.00
Damage Waiver	\$	206.50
Miscellaneous	\$	219.50
Tax	\$	125.64
<b>TOTAL DUE</b>	<b>\$</b>	<b>\$2,026.64</b>

**Remit To:**

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 63354

To Francis Energy LLC  
 Owner: 15 East 5th Street, Ste.821

Project 22-11.044 Francis Energy -Roswell EV  
 Stations

Application No. : 2

Distribution to :  
 Owner  
 Architect  
 Contractor

Tulsa, OK 74103

Period To:

From Contract: COONROD ELECTRIC CO, LLI Via Architect:  
 P.O. BOX D  
 Sinton, TX 78387

Project Nos:

Contract For:

Contract

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.

1. Original Contract Sum .....	\$60,497.50
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$60,497.50
4. Total Completed and Stored To Date .....	\$45,373.13
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$0.00
6. Total Earned Less Retainage .....	\$45,373.13
7. Less Previous Certificates For Payments .....	\$29,256.14
8. Current Payment Due .....	\$16,116.99
Sales Tax ( 6.3958 % on 16,116.99 )	1,030.81
Current Payment Due Plus Sales Tax	17,147.80
9. Balance To Finish, Plus Retainage .....	\$15,124.37

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: COONROD ELECTRIC CO, LLC

By:  Date: 6/7/2023

AMOUNT CERTIFIED \$17,147.80

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	<b>\$0.00</b>	

# CONTINUATION SHEET

**Application and Certification for Payment**, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

**Application No. :** 2

**Application Date :** 05/31/23

**To:**

**Architect's Project No.:**

**Invoice # :** 63354

**Contract :** 22-11.044 Francis Energy -Roswell EV Stations

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1	Francis -Roswell EV Stations	60,497.50	29,256.14	16,116.99	0.00	45,373.13	75.00%	15,124.37	
<b>Grand Totals</b>		<b>60,497.50</b>	<b>29,256.14</b>	<b>16,116.99</b>	<b>0.00</b>	<b>45,373.13</b>	<b>75.00%</b>	<b>15,124.37</b>	<b>0.00</b>

## Jennifer Clagg

---

**From:** Jeremy Howard  
**Sent:** Thursday, June 8, 2023 3:54 PM  
**To:** Jennifer Clagg  
**Subject:** Re: needs approved

Approved.

Jeremy

Sent from my iPhone

On Jun 8, 2023, at 11:06 AM, Jennifer Clagg <jclagg@francisenergy.com> wrote:

<image001.png>

### Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

[www.francisenergy.com](http://www.francisenergy.com)

<63354.pdf>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 63051

To Francis Energy LLC  
 Owner: 15 East 5th Street, Ste.821  
 Tulsa, OK 74103

Project 22-11.044 Francis Energy -Roswell EV  
 Stations

Application No. : 1

Distribution to :  
 Owner  
 Architect  
 Contractor

Period To:

From Contract: COONROD ELECTRIC CO, LL Via Architect:  
 P.O. BOX D Attention: Jeremy Howard  
 SINTON, TX 78387

Project Nos:

Contract For:

Contract

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.

1. Original Contract Sum .....	\$58,512.27
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$58,512.27
4. Total Completed and Stored To Date .....	\$29,256.14
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$0.00
6. Total Earned Less Retainage .....	\$29,256.14
7. Less Previous Certificates For Payments .....	\$0.00
8. Current Payment Due .....	\$29,256.14
Sales Tax ( 5.3750 % on 29,256.14 )	1,572.52
Current Payment Due Plus Sales Tax	30,828.66
9. Balance To Finish, Plus Retainage .....	\$29,256.13

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: COONROD ELECTRIC CO, LLC

By:  Date: 05/16/2023

AMOUNT CERTIFIED \$30,828.66

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1

Application Date : 05/15/23

To:

Architect's Project No.:

Invoice # : 63051

Contract : 22-11.044 Francis Energy -Roswell EV Stations

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1	Francis -Roswell EV Stations	58,512.27	0.00	29,256.14	0.00	29,256.14	50.00%	29,256.13	
<b>Grand Totals</b>		<b>58,512.27</b>	<b>0.00</b>	<b>29,256.14</b>	<b>0.00</b>	<b>29,256.14</b>	<b>50.00%</b>	<b>29,256.13</b>	<b>0.00</b>

## Jennifer Clagg

---

**From:** Jeremy Howard  
**Sent:** Friday, May 26, 2023 10:11 AM  
**To:** Jennifer Clagg  
**Subject:** Re: Coorod Inv 63051

Approved

Sent from my iPhone

On May 26, 2023, at 10:08 AM, Jennifer Clagg <jclagg@francisenergy.com> wrote:

Needs approved

<image001.png>

### Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

[www.francisenergy.com](http://www.francisenergy.com)

<Coonrod Inv 63051.pdf>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 63609

To Francis Energy LLC  
 Owner: 15 East 5th Street, Ste.821

Project 22-11.044 Francis Energy -Roswell EV  
 Stations

Application No. : 3

Distribution to :  
 Owner  
 Architect  
 Contractor

Tulsa, OK 74103

Period To:

From Contract: COONROD ELECTRIC CO, LLI Via Architect:  
 P.O. BOX D  
 Sinton, TX 78387

Project Nos:

Contract For:

Contract

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.

1. Original Contract Sum .....	\$60,497.50
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$60,497.50
4. Total Completed and Stored To Date .....	\$60,497.50
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$0.00
6. Total Earned Less Retainage .....	\$60,497.50
7. Less Previous Certificates For Payments .....	\$45,373.13
8. Current Payment Due .....	\$15,124.37
Sales Tax ( 6.3958 % on 15,124.37 )	967.32
Current Payment Due Plus Sales Tax	16,091.69
9. Balance To Finish, Plus Retainage .....	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: COONROD ELECTRIC CO, LLC

By:  Date: 6/30/2023

AMOUNT CERTIFIED \$16,091.69

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	<b>\$0.00</b>	

# CONTINUATION SHEET

**Application and Certification for Payment**, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

**Application No. :** 3

**Application Date :** 06/29/23

**To:**

**Architect's Project No.:**

**Invoice # :** 63609

**Contract :** 22-11.044 Francis Energy -Roswell EV Stations

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1	Francis -Roswell EV Stations	60,497.50	45,373.13	15,124.37	0.00	60,497.50	100.00%	0.00	
<b>Grand Totals</b>		<b>60,497.50</b>	<b>45,373.13</b>	<b>15,124.37</b>	<b>0.00</b>	<b>60,497.50</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>

## Jennifer Clagg

---

**From:** Jeremy Howard  
**Sent:** Saturday, July 1, 2023 8:12 AM  
**To:** Jennifer Clagg  
**Subject:** Re: Coorod Inv 63605 & 63609

Roswell is approved. Hobbs is not approved.

Jeremy

Sent from my iPhone

On Jun 30, 2023, at 4:25 PM, Jennifer Clagg <jclagg@francisenergy.com> wrote:

Need approved please

<image001.png>

### Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

[www.francisenergy.com](http://www.francisenergy.com)

<Coonrod Inv 63605.pdf>

<Coonrod Inv 63609.pdf>



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 m<sup>3</sup>

\* 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**

3.1Charges 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.

3.2Merchant shall remain responsible for all Charges, regardless whether the bill of lading be marked, in words or symbols, "Prepaid" or "Collect".

3.3In 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.

3.4In 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.

3.5Charges 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**

4.1Except 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.

**4.2LIMITATION 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 preparing a negotiated Carmack freight rate obtained from Carrier.

**4.3MISCELLANEOUS 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 any 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**

6.1Carrier 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)Transship 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.

6.2The 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**

8.1Neither 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.

8.2Merchant 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.

8.3After 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**

11.1Merchant 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.

11.2Merchant 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.

11.3When 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.

11.4When 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.

11.5In absence of a written request to the contrary, Carrier is not under an obligation to provide a Container of any particular type or quality.

11.6When 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.

11.7Carrier 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.

11.8When 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.

11.9Merchant 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**

12.1No 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.

12.2Merchant 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.

12.3Merchant 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**

15.1General 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).

15.2Cargo'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**

17.1No 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.

17.2Nothing herein shall operate to deprive Carrier of any statutory protection or defense, immunity, exemption, limitation of or exonerations from liability contained in applicable laws.

17.3The 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 <b>120622</b>		2. ELECTED ENTRY DATE		3. ENTRY TYPE CODE/NAME <b>01</b>		4. ENTRY NUMBER <b>CWL-5669875-7</b>	
5. PORT <b>5301</b>		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER <b>5669875</b>			
		8. CONSIGNEE NUMBER <b>47-537012800</b>				9. IMPORTER NUMBER <b>47-537012800</b>	
10. ULTIMATE CONSIGNEE NAME <b>FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103</b>				11. IMPORTER OF RECORD NAME <b>FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103</b>			
12. CARRIER NAME <b>ZIMU</b>		13. VOYAGE/FLIGHT/TRIP <b>19W</b>		14. LOCATION OF GOODS-CODE(S)/NAME(S) <b>S903 WORLD TRADE DISTRIBUTION, INC.</b>			
15. VESSEL CODE/NAME <b>CSL MANHATTAN</b>							
16. U.S. PORT OF UNLADING <b>5301</b>		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE <b>89,400</b>	
20. DESCRIPTION OF MERCHANDISE <b>ELECTRICAL MACHINERY</b>							
21. IT/BL/AWB CODE <b>M</b>	22. IT/BL/AWB NO. <b>ZIMU VLC10135329</b>	23. MANIFEST QUANTITY		24. H.S. NUMBER <b>8504.40.9580</b>	25. COUNTRY OF ORIGIN <b>IT</b>	26. MANUFACTURER NO. <b>ESPOWELE4VAL</b>	
<b>H</b>	<b>IFSN 1259428</b>	<b>2 PKGS</b>					

**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

**10/28/22**

**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				<b>CBP USE ONLY</b>				<b>TOTALS</b>			
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, <b>OR</b> <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, <b>OR</b> <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									



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
Place of Receipt : VALENCIA
Port of Loading : VALENCIA
Port of Discharge : HOUSTON
Destination : CHICAGO
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;
Reference :

Table with 5 columns: Description, Rate, Quantity, Tax, Amount. Rows include Customs Bond, Customs Clearance/Entry Fee, Customs MPF Charges, Customs HMF Charges, and Total - US Dollar: TWO THOUSAND ONE HUNDRED FORTY FOUR DOLLARS AND FIFTY FIVE 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

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

<b>LOCATION</b> BARBOURS CUT TERMINAL S787	<b>NOTES</b>

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

**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

**10/14/22**

**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.		33.		34.				
	29. A. HTSUS No. B. AD/CVD No.		30. A. Gross Weight B. Manifest Qty.		31. Net Quantity in HTSUS Units		A. Entered Value B. CHGS C. Relationship		A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		Duty and IR Tax Dollars Cents				
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				<b>CBP USE ONLY</b>				<b>TOTALS</b>			
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, <b>OR</b> <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, <b>OR</b> <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](http://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

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

<b>LOCATION</b> BARBOURS CUT TERMINAL S787	<b>NOTES</b>

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

**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

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.		33.		34.				
	29. A. HTSUS No. B. AD/CVD No.		30. A. Gross Weight B. Manifest Qty.		31. Net Quantity in HTSUS Units		A. Entered Value B. CHGS C. Relationship		A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		Duty and IR Tax Dollars Cents				
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				<b>CBP USE ONLY</b>				<b>TOTALS</b>			
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, <b>OR</b> <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, <b>OR</b> <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

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**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](http://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](http://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 m<sup>3</sup>

\* 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**

3.1Charges 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.

3.2Merchant shall remain responsible for all Charges, regardless whether the bill of lading be marked, in words or symbols, "Prepaid" or "Collect".

3.3In 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.

3.4In 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.

3.5Charges 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**

4.1Except 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.

**4.2LIMITATION 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 preparing a negotiated Carmack freight rate obtained from Carrier.

**4.3MISCELLANEOUS 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 any 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**

6.1Carrier 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)Transship 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.

6.2The 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**

8.1Neither 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.

8.2Merchant 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.

8.3After 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**

11.1Merchant 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.

11.2Merchant 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.

11.3When 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.

11.4When 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.

11.5In absence of a written request to the contrary, Carrier is not under an obligation to provide a Container of any particular type or quality.

11.6When 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.

11.7Carrier 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.

11.8When 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.

11.9Merchant 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**

12.1No 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.

12.2Merchant 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.

12.3Merchant 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**

15.1General 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).

15.2Cargo'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**

17.1No 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.

17.2Nothing herein shall operate to deprive Carrier of any statutory protection or defense, immunity, exemption, limitation of or exonerations from liability contained in applicable laws.

17.3The 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 <b>120622</b>		2. ELECTED ENTRY DATE		3. ENTRY TYPE CODE/NAME <b>01</b>		4. ENTRY NUMBER <b>CWL-5669875-7</b>	
5. PORT <b>5301</b>		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER <b>5669875</b>			
		8. CONSIGNEE NUMBER <b>47-537012800</b>				9. IMPORTER NUMBER <b>47-537012800</b>	
10. ULTIMATE CONSIGNEE NAME <b>FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103</b>				11. IMPORTER OF RECORD NAME <b>FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103</b>			
12. CARRIER NAME <b>ZIMU</b>		13. VOYAGE/FLIGHT/TRIP <b>19W</b>		14. LOCATION OF GOODS-CODE(S)/NAME(S) <b>S903 WORLD TRADE DISTRIBUTION, INC.</b>			
15. VESSEL CODE/NAME <b>CSL MANHATTAN</b>							
16. U.S. PORT OF UNLADING <b>5301</b>		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE <b>89,400</b>	
20. DESCRIPTION OF MERCHANDISE <b>ELECTRICAL MACHINERY</b>							
21. IT/BL/AWB CODE <b>M</b>	22. IT/BL/AWB NO. <b>ZIMU VLC10135329</b>	23. MANIFEST QUANTITY		24. H.S. NUMBER <b>8504.40.9580</b>	25. COUNTRY OF ORIGIN <b>IT</b>	26. MANUFACTURER NO. <b>ESPOWELE4VAL</b>	
<b>H</b>	<b>IFSN 1259428</b>	<b>2 PKGS</b>					

**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				<b>CBP USE ONLY</b>				<b>TOTALS</b>			
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, <b>OR</b> <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, <b>OR</b> <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>Andy 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									



810 S Cincinnati Ave  
 Second Floor  
 Tulsa, Oklahoma 74119  
 918.877.6000

Francis Energy, LLC  
 15 East 5th Street  
 STE 821  
 Tulsa, OK 74103

December 5, 2022  
 Invoice No: 000006954  
 Due Date: January 4, 2023  
 Client PO # 101822002

<b>Invoice Total</b>	<b>\$2,985.00</b>
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Project P09821.0100 FE22 - Roswell, NM 0254  
Professional Services from November 1, 2022 thru November 30, 2022

Billing Phase	Budget Amount	Percent Complete	Amount to Date	Previous Fee Billing	Current Fee Billing
Construction Documents	2,985.00	100.00	2,985.00	0.00	2,985.00
Total Fee	2,985.00		2,985.00	0.00	2,985.00
	<b>Total Fee</b>				<b>2,985.00</b>
			<b>Total this Invoice</b>		<b><u><u>\$2,985.00</u></u></b>

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Please remit payment to:  
 Cynergy  
 Dept 810  
 P.O. Box 701683  
 Tulsa, OK 74170



# 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](mailto:accounting@francisenergy.com)



**FRANCIS**  
**ENERGY**

**PO NO.** 101822002  
**DATE** 10/18/22  
**PROJECT ID** ~~OEV-00255~~ OEV-00254  
**REF. QUOTE NO.** Allsup's Store #2160

**TO:**

Cyntergy  
 810 S Cincinnati Ave, 2nd Floor  
 Tulsa, OK 74119  
 Kennedy Lockhart  
 918-346-6874  
[klockhart@cyntergy.com](mailto:klockhart@cyntergy.com)

**SHIP TO:**

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

JOB	PAYMENT TERMS		
Allsup's Roswell - NM (Plan Set)	NET 30		
DESCRIPTION	QTY	AMOUNT	TOTAL
Design Services -SOW attached. *See next page for more detail*	1	\$2,985.00	\$2,985.00

**\*\*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	\$2,985.00
Tax	\$0.00
Shipping	\$0.00
Total	\$2,985.00

*(Signature)*  
 Seth Christ SVP - OPS

*(Signature)* 10/18/22  
 Dan Mandi - Chief Operations Officer



## SERVICE ORDER – ROSWELL, NM

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PROJECT | Allsup's Store #2160 EV Charging Station (OEV-00254)  
TO | Seth Christ  
Senior Vice President of Operations  
Francis Energy  
FROM | Kennedy Lockhart  
DATE | 10/14/2022

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Seth,

Thank you for the opportunity to continue our partnership with Francis Energy in designing a new electric vehicle charging station in Roswell, NM. This Fee Proposal is based on information obtained from the various discussions, email and phone correspondence, and the information contained herein. We look forward to working with you on this project.

### PROJECT GENERAL DESCRIPTION

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- The scope of work for engineering design services consists of new charging stations located at 2515 W 2nd St, Roswell, NM 88201

### SCOPE OF WORK

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#### 1. DESIGN SERVICES

- 1.1. Cynergy will produce construction documents including civil and electrical disciplines. Documents will be suitable for permitting, bidding, and construction.
- 1.2. Design Team will coordinate internally and with consultants hired by the Owner.

#### 2. EXCLUSIONS

- 2.1. Service Order excludes services not listed in this service order.
- 2.2. Service Order excludes low-voltage design (e.g., phone, data, security, CATV, etc.). Low-voltage outlet locations and raceway requirements, as coordinated with Francis Energy, may be included on the electrical drawings.
- 2.3. Service Order excludes cost reduction services if the lowest bona fide bid exceeds the Owner's budget.
- 2.4. Service Order excludes submittal review and substitution request review.
- 2.5. Service Order excludes development of site lighting and light trespass evaluations.
- 2.6. Service Order excludes preparation of bill of materials and construction cost estimates.
- 2.7. Service Order excludes design and document preparation for "green" building third-party certification (e.g., LEED, Green Globes, etc.).
- 2.8. Service Order excludes permitting, variances, subdivision platting, bidding, construction administration, and shop drawing services.
- 2.9. Service Order excludes environmental reports, geotechnical reports, and ALTA and topographic survey.
- 2.10. Service Order excludes engineering and design for Medium Voltage power infrastructure prior to Medium Voltage Switchgear connection.

#### 3. OWNER'S RESPONSIBILITIES

- 3.1. Provide completed site survey including easement locations (CAD and PDF Formats).
- 3.2. Provide preliminary site layout.



- 3.3. Provide local permitting information and requirements.
- 3.4. Provide contacts for local utility services.

4. DELIVERABLES

- 4.1. Provide Civil and Electrical construction documents and technical specifications.
- 4.2. Drawings will include the following:
  - 4.2.1. Coversheet
  - 4.2.2. General Notes
  - 4.2.3. Details
  - 4.2.4. Site Plan
  - 4.2.5. Grading Plan
  - 4.2.6. Electrical Sheet Specifications
  - 4.2.7. Electrical Site Plan
  - 4.2.8. One-line Diagram(s)
  - 4.2.9. Grounding Details

5. COMPENSATION

- 5.1. Design Services \$2,985

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Please contact us regarding any discrepancies or questions regarding this proposal. We sincerely appreciate the opportunity to work with Francis Energy on this project.

A handwritten signature in black ink, appearing to read "KL", written over a horizontal line.

Signature

CYNERGY

Kennedy Lockhart | Project Manager

A handwritten signature in black ink, appearing to read "Seth Christ", written over a horizontal line.

Signature

FRANCIS ENERGY

Seth Christ | Senior Vice President of Operations

*This Service Order, together with the Master Service Agreement between Owner and Architect, form the Service Agreement for this project. Your signature indicates approval to proceed.*



810 S Cincinnati Ave  
 Second Floor  
 Tulsa, Oklahoma 74119  
 918.877.6000

Francis Energy, LLC  
 15 East 5th Street  
 STE 821  
 Tulsa, OK 74103

December 5, 2022  
 Invoice No: 000006955  
 Due Date: January 4, 2023  
 Client PO # 101822002

**Invoice Total \$1,490.00**

Project P09821.0101 FE22 - Roswell, NM 0254 - ASA  
Professional Services from November 1, 2022 thru November 30, 2022

Billing Phase	Budget Amount	Percent Complete	Amount to Date	Previous Fee Billing	Current Fee Billing
Construction Documents	1,490.00	100.00	1,490.00	0.00	1,490.00
Total Fee	1,490.00		1,490.00	0.00	1,490.00
	<b>Total Fee</b>				<b>1,490.00</b>
			<b>Total this Invoice</b>		<b><u><u>\$1,490.00</u></u></b>

---

Please remit payment to:  
 Cynergy  
 Dept 810  
 P.O. Box 701683  
 Tulsa, OK 74170

## Jennifer Clagg

---

**From:** Jordan Howard  
**Sent:** Wednesday, December 7, 2022 1:10 PM  
**To:** Jennifer Clagg  
**Cc:** Dan Mandli  
**Subject:** Re: Cyntergy Invoice 6952 & 6955  
**Attachments:** Cyntergy OEV-00254 Change Order #Roswell\_ NM 0253 - ASA 1 Signed.pdf; Cyntergy OEV-00249 Change Order #Tatum\_ NM 0249 - ASA1 - Signed.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Jennifer,

Yes, this is additional work. See change orders attached.

-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, December 7, 2022 7:37 AM  
**To:** Jordan Howard <jhoward@francisenergy.com>  
**Cc:** Dan Mandli <dmandli@francisenergy.com>  
**Subject:** Cyntergy Invoice 6952 & 6955

POs referenced on invoice already fulfilled.

Is this additional work performed?



**Jennifer Clagg**  
Accounting/Payroll

O: (918) 236-1814

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

[www.francisenergy.com](http://www.francisenergy.com)



ADDITIONAL SERVICES AUTHORIZATION

ASA NO. | 1  
 ASA DATE | 11/11/2022  
 PROJECT | Roswell, NM 0253  
 AGREEMENT DATE | 11/11/2022  
 OWNER | Francis Energy  
 15 E 5th St  
 Tulsa, OK 74103  
 ARCHITECT | Cynergy AEC, LLC  
 810 S. Cincinnati Ave., Ste 200  
 Tulsa, OK 74119

THE OWNER AND CYNERGY AMEND THE AGREEMENT AS FOLLOWS

Cynergy to incorporate changes to the IFC set as requested by owner.

IMPACT ON COMPENSATION

Original contract amount: \$2,985  
 Change in compensation as a result of previous amendment(s): \$0  
 Contract amount prior to this Amendment: \$2,985  
 Change in compensation per this Amendment: \$1,490  
 New contract amount: \$4,475

IMPACT ON PROJECT SCHEDULE

Revision 1 will be schedule for 11/17/22 based on kickoff date of 11/14/22.

SIGNATURES

CYNERGY AEC, LLC

ARCHITECT (Firm Name)

SIGNATURE

Kennedy Lockhart

Project Manager

PRINTED NAME AND TITLE

11/11/2022

DATE

FRANCIS ENERGY

OWNER (Firm Name)

SIGNATURE

Seth Christ

Senior VP of Operations

PRINTED NAME AND TITLE

DATE





**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. 465484**

Page 1 of 1

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

Ship Via: FedEx Ground  
DRC

Fob desc:

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

**465484**

REF1: B-FRANCIS ENERGY 600A

REF2: B-600A

Invoice Date	Due Date	Terms	Salesperson	Tracking Number
<b>3/23/2023</b>	<b>4/22/2023</b>	<b>N30</b>		<b>396114601213</b>

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
<b>1.00</b>	<b>1.00</b>	<b>DRC 057956</b> Assy, FRANEN, Panel - 600A	<b>B</b>	<b>EA</b>	<b>5,305.43000</b>	<b>\$5,305.43</b>
RMA		Shipment 462857	Our Order 456763	Your Order 072822001		

**Please Remit Payment To:**

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

Invoice Sub-total	\$5,305.43
Freight	\$144.02
Tax	\$451.86
<b>Invoice Total</b>	<b>\$5,901.31</b>

## Jennifer Clagg

---

**From:** Jordan Howard  
**Sent:** Friday, March 24, 2023 1:24 PM  
**To:** Jennifer Clagg  
**Subject:** Re: Design Ready Inv 465484 & 465485

Yes, received them this morning.



**Jordan Howard**  
General Manager of Operations

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:** Friday, March 24, 2023 7:31 AM  
**To:** Jordan Howard <jhoward@francisenergy.com>  
**Subject:** Design Ready Inv 465484 & 465485

Have these been received? IF so when?



**Jennifer Clagg**  
Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

[www.francisenergy.com](http://www.francisenergy.com)

# 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](mailto: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](mailto: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](mailto: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>B-Francis 600A Panel</b>	N/A	100	\$5,305.43	<b>\$530,543.00</b>

**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
<b>Total</b>	<b>\$530,543.00</b>

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  
Inv 460065 - 5305.43  
Inv 460064 - 5305.43  
Inv 460063 - 5305.43  
Inv 460057 - 5305.43  
Inv 460149 - 5305.43  
Inv 460191 - 5305.43  
Inv 460192 - 5305.43  
Inv 461724 - 26527.15  
Inv 461747 - 10610.86  
Inv 461749 - 5305.43  
Inv 461723 - 10610.86  
Inv 461748 - 5305.43

Inv 461722 - 10610.86  
Inv 461721 - 5305.43  
Inv 461913 - 47748.87  
Inv 462171 - 5305.43  
Inv 462169 - 5305.43  
Inv 462170 - 5305.43  
Inv 462172 - 5305.43  
Inv 462178 - 5305.43  
Inv 462938 - 10610.86  
Inv 463060 - 5305.43  
Inv 463588 - 5305.43  
nv 463457 - 5305.43  
nv 463458 - 5305.43  
nv 463459 - 5305.43  
Inv 463977 - 5305.43  
Inv 464247 - 5305.43  
Inv 464260 - 5305.43  
Inv 464248 - 5305.43  
Inv 464249 - 5305.43  
Inv 464634 - 5305.43  
Inv 464501 - 5305.43  
Inv 464500 - 5305.43  
Inv 464499 - 5305.43  
Inv 465484 - 5305.43  
Inv 465485 - 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](mailto: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](mailto: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](mailto: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>Crate for 600A/800A Panel</b> - Shipping crate for 600A/800A panel (one per job) - (55"H x 50"W x 28"D)	N/A	100	\$154.85	<b>\$15,485.00</b>
<b>B-Francis 600A Panel</b>	N/A	100	\$5,305.43	<b>\$530,543.00</b>

**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
<b>Total</b>	<b>\$546,028.00</b>

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

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

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_MhESrXh2Kq9afI4PTrI

## "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





**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. 457100**

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

**457100**

REF1: ORIGINAL SO- 450230

REF2: HRC LD EV

REF3: GP-01264

Invoice Date	Due Date	Terms	Salesperson	Tracking Number
<b>12/19/2022</b>	<b>1/18/2023</b>	<b>N30</b>		<b>138493292398</b>

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
<b>1.00</b>	<b>1.00</b>	<b>MB-PROTOTYPE</b> FRANEN-000008	<b>AF</b>		<b>151.08000</b>	<b>\$151.08</b>
RMA		Shipment 454269	Our Order 459285	Your Order		

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

Invoice Sub-total	\$151.08
Freight	\$0.00
Tax	\$12.09
<b>Invoice Total</b>	<b>\$163.17</b>

## Jennifer Clagg

---

**From:** Jordan Howard  
**Sent:** Tuesday, December 20, 2022 1:05 PM  
**To:** Jennifer Clagg  
**Subject:** Re: Design Ready Invoices

Additional.



**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:** Tuesday, December 20, 2022 12:51 PM  
**To:** Jordan Howard <jhoward@francisenergy.com>  
**Subject:** RE: Design Ready Invoices

Is this part of the PO or additional?

---

**From:** Jordan Howard <jhoward@francisenergy.com>  
**Sent:** Tuesday, December 20, 2022 10:12 AM  
**To:** Jennifer Clagg <jclagg@francisenergy.com>  
**Subject:** Re: Design Ready Invoices

Approved,

Project ID	PO #	Part ID
GP-01264	80922002	FRANEN-000008
OEV-00254	72822001	FRANEN-000010

457100 - GP-01264

457101 - OEV-00254



**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](mailto:jclagg@francisenergy.com)>  
**Sent:** Monday, December 19, 2022 2:39 PM  
**To:** Jordan Howard <[jhoward@francisenergy.com](mailto:jhoward@francisenergy.com)>  
**Subject:** Design Ready Invoices

Invoices (457100 & 457101) need to be approved and job # please



**Jennifer Clagg**  
Accounting/Payroll

O: (918) 236-1814

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

[www.francisenergy.com](http://www.francisenergy.com)



**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. 457101**

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

**457101**

REF1: ORIGINAL SO- 452270

REF2: B-FRANCIS ENERGY 600A

REF3: B-600A

Invoice Date	Due Date	Terms	Salesperson	Tracking Number
<b>12/19/2022</b>	<b>1/18/2023</b>	<b>N30</b>		<b>138493292398</b>

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
<b>1.00</b>	<b>1.00</b>	<b>MB-PROTOTYPE</b>	<b>AF</b>		<b>49.54000</b>	<b>\$49.54</b>
		FRANEN-000010				
RMA		Shipment 454268	Our Order 459286	Your Order		

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

Invoice Sub-total	\$49.54
Freight	\$10.34
Tax	\$3.96
<b>Invoice Total</b>	<b>\$63.84</b>

## Jennifer Clagg

---

**From:** Jordan Howard  
**Sent:** Tuesday, December 20, 2022 1:05 PM  
**To:** Jennifer Clagg  
**Subject:** Re: Design Ready Invoices

Additional.



**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:** Tuesday, December 20, 2022 12:51 PM  
**To:** Jordan Howard <jhoward@francisenergy.com>  
**Subject:** RE: Design Ready Invoices

Is this part of the PO or additional?

---

**From:** Jordan Howard <jhoward@francisenergy.com>  
**Sent:** Tuesday, December 20, 2022 10:12 AM  
**To:** Jennifer Clagg <jclagg@francisenergy.com>  
**Subject:** Re: Design Ready Invoices

Approved,

Project ID	PO #	Part ID
GP-01264	80922002	FRANEN-000008
OEV-00254	72822001	FRANEN-000010

457100 - GP-01264

457101 - OEV-00254



**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](mailto:jclagg@francisenergy.com)>  
**Sent:** Monday, December 19, 2022 2:39 PM  
**To:** Jordan Howard <[jhoward@francisenergy.com](mailto:jhoward@francisenergy.com)>  
**Subject:** Design Ready Invoices

Invoices (457100 & 457101) need to be approved and job # please



**Jennifer Clagg**  
Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821  
Tulsa, OK 74103  
[www.francisenergy.com](http://www.francisenergy.com)

E.C. Tucker Electric, Inc.  
 3809 High Trail Crt.  
 Flower Mound, Texas 75022  
 TECL #22874

# Invoice

Date	Invoice #
10/28/2022	2026

<b>Bill To</b>
Francis Energy, LLC 15 East 5th Street, Suite 821 Tulsa, OK 74103

Description	Amount
ALLSUP'S #160 @ 2515 W. 2ND STREET, ROSWELL, NM 88201	
CHANGE ORDER TO FURNISH AND INSTALL, LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE SCOPE OF WORK AS LISTED	
- FURNISH AND INSTALL TWO (2) 3" CONDUITS FROM SERVICE RACK TO EV CHARGERS	
MATERIAL	2,624.33
EQUIPMENT RENTAL	2,400.00
LABOR	1,800.00
Thank you for your business.	<b>Total</b> \$6,824.33



E.C. Tucker Electric, Inc.

3809 High Trail Crt.  
Flower Mound, Texas 75022  
TECL #22874

# Estimate

Date	Estimate #
10/19/2022	3048

Name / Address
Francis Energy, LLC 15 East 5th Street, Suite 821 Tulsa, OK 74103

Project
Francis Energy, LLC

Description	Qty	Rate	Total
ALLSUP'S #160 @ 2515 W. 2ND STREET, ROSWELL, NM 88201			
REQUEST FOR CHANGE ORDER TO FURNISH AND INSTALL, LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE SCOPE OF WORK AS LISTED			
- FURNISH AND INSTALL TWO (2) 3" CONDUITS FROM SERVICE RACK TO EV CHARGERS			
MATERIAL		4,252.03	4,252.03
EQUIPMENT RENTAL		2,400.00	2,400.00
UNDERGROUND BORING		6,000.00	6,000.00
LABOR		1,800.00	1,800.00

<b>Subtotal</b>		\$14,452.03
<b>Sales Tax (8.25%)</b>		\$0.00
<b>Total</b>		\$14,452.03

# ECTE OEV-00254 PO #102622001

Final Audit Report

2022-10-26

Created:	2022-10-26
By:	Jordan Howard (jhoward@francis.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyRH3ehiZ7FDA7ZDStNdq5a4JcHX8YWf

## "ECTE OEV-00254 PO #102622001" History

-  Document created by Jordan Howard (jhoward@francis.energy)  
2022-10-26 - 5:02:24 PM GMT- IP address: 12.94.86.210
-  Document emailed to dmandli@francisenergy.com for signature  
2022-10-26 - 5:02:47 PM GMT
-  Email viewed by dmandli@francisenergy.com  
2022-10-26 - 5:15:26 PM GMT- IP address: 12.94.86.210
-  Signer dmandli@francisenergy.com entered name at signing as daniel j. mandli  
2022-10-26 - 5:17:25 PM GMT- IP address: 12.94.86.210
-  Document e-signed by daniel j. mandli (dmandli@francisenergy.com)  
Signature Date: 2022-10-26 - 5:17:27 PM GMT - Time Source: server- IP address: 12.94.86.210
-  Agreement completed.  
2022-10-26 - 5:17:27 PM GMT

## Francis Accounting

---

**From:** Jeremy Howard  
**Sent:** Friday, October 28, 2022 3:28 PM  
**To:** Francis Accounting  
**Subject:** Fwd: Allsup's #160 - Roswell, NM  
**Attachments:** Invoice #2026 Francis Energy.pdf

Approved,

Oev-00254

Sent from my iPhone

Begin forwarded message:

**From:** Accounting EC Tucker Electric <accounting@ectuckerelectric.com>  
**Date:** October 28, 2022 at 2:27:08 PM CDT  
**To:** Jeremy Howard <jjhoward@francisenergy.com>, Jordan Howard <jhoward@francisenergy.com>  
**Cc:** Daniel D <daniel@ectuckerelectric.com>  
**Subject: Allsup's #160 - Roswell, NM**

Good Afternoon,

Please find attached our Invoice for the revised scope of work at Allsup's #160 - Roswell, NM.

Please don't hesitate to contact me should you need anything further.

Thank you,  
Steffani Sunstrum  
Controller

E. C. Tucker Electric, Inc.  
520 Fountain Pkwy.  
Grand Prairie, Texas 75050  
(682) 276-3047 Phone  
(972) 559-3607 Facsimile

## Jennifer Clagg

---

**From:** Jeremy Howard  
**Sent:** Tuesday, November 1, 2022 9:43 AM  
**To:** Jennifer Clagg  
**Subject:** RE: EC Tucker

Correct.



15 East 5<sup>th</sup> Street, Suite 821, Tulsa, OK 74103

• [www.francisenergy.com](http://www.francisenergy.com)

---

### Jeremy Howard

Construction Manager / Safety  
Coordinator

M: (903) 814-2571

---

**From:** Jennifer Clagg <[jclagg@francisenergy.com](mailto:jclagg@francisenergy.com)>  
**Sent:** Tuesday, November 1, 2022 9:41 AM  
**To:** Jeremy Howard <[jjhoward@francisenergy.com](mailto:jjhoward@francisenergy.com)>  
**Subject:** RE: EC Tucker

So the subcontract amount changed

---

**From:** Jeremy Howard <[jjhoward@francisenergy.com](mailto:jjhoward@francisenergy.com)>  
**Sent:** Tuesday, November 1, 2022 9:36 AM  
**To:** Jennifer Clagg <[jclagg@francisenergy.com](mailto:jclagg@francisenergy.com)>  
**Subject:** Re: EC Tucker

This is the total price of work and will be the final invoice. We stopped short of completion due to the fire marshals instructions.

JH

Sent from my iPhone

On Nov 1, 2022, at 9:34 AM, Jennifer Clagg <[jclagg@francisenergy.com](mailto:jclagg@francisenergy.com)> wrote:

Invoice for Charge Order?

Have not received invoice for original estimate/work

**Jennifer Clagg**

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

[www.francisenergy.com](http://www.francisenergy.com)

## Jennifer Clagg

---

**From:** Jordan Howard  
**Sent:** Tuesday, November 1, 2022 12:35 PM  
**To:** Francis Accounting; Jennifer Clagg  
**Cc:** Jeremy Howard  
**Subject:** Fw: Allsup's #160 - Roswell, NM  
**Attachments:** ECTE OEV-00254 PO #102622001\_SIGNED (1).pdf; Invoice #2026 Francis Energy (1).pdf

Accounting,

See invoice attached and explanation below of difference in PO total vs invoice total.

- "This is the one and only invoice we will receive. Work was stopped by the fire marshal and cannot proceed any further at the moment." - Jeremy Howard



**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](#)

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**From:** Jeremy Howard <jjhoward@francisenergy.com>  
**Sent:** Tuesday, November 1, 2022 12:31 PM  
**To:** Jordan Howard <jhoward@francisenergy.com>  
**Subject:** Re: Allsup's #160 - Roswell, NM

This is the one and only invoice we will receive. Work was stopped by the fire marshal and cannot proceed any further at the moment.

Sent from my iPhone

On Nov 1, 2022, at 12:29 PM, Jordan Howard <jhoward@francisenergy.com> wrote:

Jeremy,

This invoice doesn't match the PO (see attached). Will there be a second invoice?



**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:** Jeremy Howard <jjhoward@francisenergy.com>  
**Sent:** Friday, October 28, 2022 3:27 PM  
**To:** Accounting EC Tucker Electric <accounting@ectuckerelectric.com>  
**Cc:** Jordan Howard <jjhoward@francisenergy.com>; Daniel D <daniel@ectuckerelectric.com>  
**Subject:** Re: Allsup's #160 - Roswell, NM

Received. Thank you.

Sent from my iPhone

On Oct 28, 2022, at 2:27 PM, Accounting EC Tucker Electric <accounting@ectuckerelectric.com> wrote:

Good Afternoon,

Please find attached our Invoice for the revised scope of work at Allsup's #160 - Roswell, NM.

Please don't hesitate to contact me should you need anything further.

Thank you,  
Steffani Sunstrum  
Controller

E. C. Tucker Electric, Inc.  
520 Fountain Pkwy.  
Grand Prairie, Texas 75050  
(682) 276-3047 Phone  
(972) 559-3607 Facsimile

## SUBCONTRACTOR AGREEMENT

THIS AGREEMENT, dated 10.26 . 2022 (the "Effective Date"), by and between Francis Energy, LLC, hereinafter called the CONTRACTOR and E.C. Tucker Electric, Inc., hereinafter called the SUBCONTRACTOR.

For the consideration hereinafter named, the Subcontractor, covenants and agrees with said Contractor as follows:

**1:** The Subcontractor agrees to fully and faithfully furnish all labor, materials, equipment, supervision, and insurance required to complete all work for the various projects as more particularly described in the Work Order attached hereto as **Exhibit A**.

**2:** The Subcontractor agrees to begin said work within a reasonable period of time upon receipt of reasonable notice by Contractor, and to complete the work in accordance with the drawings, specifications, addenda's, alternates and schedules issued for the project. All work is to be performed in a neat and orderly manner by qualified tradesmen. The Subcontractor is responsible for daily clean up of materials and debris associated with their scope of work.

**3:** The Subcontractor shall pay all labor insurance and taxes required under the state in which this work is performed. Subcontractor is to furnish current copy of Certificate of Insurance for Worker's Compensation and General Liability prior to performing any work in the form of and subject to the Insurance Requirements attached hereto as **Exhibit B**, and naming Contractor as an additional insured.

**4:** This contract shall not be assigned or subcontracted out by the Subcontractor without first obtaining permission in writing from the Contractor, which shall not be unreasonably withheld.

**5:** No extra work or changes under this contract will be recognized or paid for unless agreed to in writing before the work is performed or the changes are made. The job superintendent has no authority to authorize or execute proposed change orders. Only the project manager or an officer of the Contractor is authorized to execute change orders.

**6:** The Subcontractor agrees to abide and provide all information for compliance to OSHA regulations, standards, and Chemical Hazard Communications.

**7:** To the fullest extent permitted by law, the Subcontractor will indemnify, hold harmless, protect and defend the Contractor from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs, expenses, liens, fines, judgments of obligations whatsoever, including without limitation attorneys', consultants' and experts' costs and fees, to the extent caused by the negligence of Subcontractor, or any parties for whom they are responsible, resulting from and in any way connected, in whole or in part, with (1) Subcontractor's performance of or failure to perform any of its obligations under this Agreement, (2) the acts, errors or omissions of the Subcontractor and any of its vendors or suppliers, and (3) the acts, errors or omissions of the officers, partners, employees, consultants or agents of the Subcontractor, its vendors or suppliers.

Notwithstanding anything to the contrary set forth in this Agreement, in no event will either Party be liable to the other Party or its Group under this Agreement, whether in warranty, contract, or tort (including, without limitation, negligence and strict liability) or otherwise, for any indirect, incidental,

consequential, special, or punitive damages without regard to the cause or causes related thereto, including, without limitation the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive; provided, however, the limitation of liability of a Party under this Section shall not apply to Third Party claims for which an Indemnified Party is owed indemnification from an Indemnifying Party.

CONTRACTOR GROUP'S AND THEIR INSURERS' CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS AGREEMENT OR ANY WORK ORDER SHALL NOT EXCEED IN THE AGGREGATE: (I) WITH RESPECT TO ANY BREACH OF WARRANTY OR OTHER BREACH OF THIS AGREEMENT OR ANY WORK ORDER, THE RE-PERFORMANCE OF DEFECTIVE SERVICES, AND (II) WITH RESPECT TO LIABILITY FOR CONTRACTOR GROUP'S NEGLIGENCE, WILLFUL MISCONDUCT OR INTENTIONALLY WRONGFUL ACTS, THE AMOUNT OF ANY APPLICABLE INSURANCE REQUIRED HEREUNDER. AND COMPANY, FOR AND ON BEHALF OF ALL OTHER PERSONS AND ENTITIES CONTRACTOR MAY BE REQUIRED TO INDEMNIFY HEREUNDER, HEREBY RELEASES CONTRACTOR GROUP FROM ANY EXCESS LIABILITY, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT, STATUTE, EQUITY OR OTHER THEORY OF LAW (INCLUDING, BUT NOT LIMITED TO, THE BREACH OF ANY LEGAL DUTY OR THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF CONTRACTOR GROUP).

**8:** The Subcontractor agrees to provide the personnel required to complete all work under this contract including punch list items within the critical path time line required of this work, as identified by and to the sole discretion of Contractor. Subcontractor agrees that if the job is delayed for any reason beyond Contractor's control, it shall have no claim against Contractor for any delay damages.

**9:** If Subcontractor defaults in timely performance hereunder or causes any scheduling delays or refuses to adequately staff its work obligations, then, upon five (5) business days' written notice, and a failure to give reasonable assurances of future performance and immediate commencement of actual performance, this Agreement shall be terminated. Contractor may then secure replacement subcontractors and suppliers as necessary to perform Subcontractor's work. Subcontractor will be responsible to pay for any deficiencies if the remaining balance owed on this Agreement is insufficient to cover replacement subcontractors and suppliers.

**10:** An executed lien release must accompany each invoice submitted to Contractor. Payments received by the Subcontractor must, before being used for any other purpose, be used to satisfy the indebtedness owed by the Subcontractor to any third person furnishing labor or materials, or both, for use in performing the work required by this Agreement. The Contractor may, at its sole discretion, and for reasonable cause, take any steps deemed necessary to assure that the Contractor's payment obligation to Subcontractor are utilized to pay any third person furnishing labor or materials, or both, for use in performing the work required by this Agreement, including without limitation the issuance of joint checks or a payment directly to said third person.

**11:** Upon providing Subcontractor with five (5) business days' written notice followed by a reasonable time to cure, Contractor may reject a Subcontractor payment application in whole or in part as may reasonably be necessary to protect the Contractor from loss or damage for which the Contractor may be liable based upon (1) the Subcontractor's failure to perform under this Agreement, (2) loss or damage arising out of or relating to this Agreement and caused by the Subcontractor, (3) the Subcontractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the project work, and (4) the Subcontractor's delay in performance of the project work that prevents the work from being completed within the deadlines contained in the project schedule. Subcontractor will provide a list of those supplying materials or other subcontract work along with their associated cost for

**this project. Payment terms for this Agreement are Net 30 from receipt of Subcontractor invoice.**

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**CONTRACTOR:**

Francis Energy, LLC

By:   
Name: Clark Wheeler  
Title: Chief of Staff

**SUBCONTRACTOR:**

E.C. Tucker Electric, Inc.

By:   
Name: ETHAN TUCKER  
Title: CORPORATE MANAGER

**EXHIBIT A**  
**Work Order**

E.C. Tucker Electric, Inc.  
 3809 High Trail Crt.  
 Flower Mound, Texas 75022  
 TECL #22874

# Estimate

Date	Estimate #
10/19/2022	3048

Name / Address
Francis Energy, LLC 15 East 5th Street, Suite 821 Tulsa, OK 74103

Project
Francis Energy, LLC

Description	Qty	Rate	Total
ALLSUP'S #160 @ 2515 W. 2ND STREET, ROSWELL, NM 88201			
REQUEST FOR CHANGE ORDER TO FURNISH AND INSTALL, LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE SCOPE OF WORK AS LISTED			
- FURNISH AND INSTALL TWO (2) 3" CONDUITS FROM SERVICE RACK TO EV CHARGERS			
MATERIAL		4,252.03	4,252.03
EQUIPMENT RENTAL		2,400.00	2,400.00
UNDERGROUND BORING		6,000.00	6,000.00
LABOR		1,800.00	1,800.00
		<b>Subtotal</b>	\$14,452.03
		<b>Sales Tax (8.25%)</b>	\$0.00
		<b>Total</b>	\$14,452.03

## **EXHIBIT B**

### **Insurance Requirements**

#### **WORKERS COMPENSATION INSURANCE**

Coverage Amounts:

- 1) Employer's Liability:
  - a) Each Accident \$1,000,000
  - b) Disease Each Employee \$1,000,000
  - c) Disease Policy limit \$1,000,000

Must have Waiver of Subrogation

Must have 30 day Notice of Cancellation Must have

Waiver Box marked on certificate

#### **CONTRACTOR'S GENERAL LIABILITY INSURANCE**

Coverage Amounts:

- 1) Bodily Injury & Property Damage:
  - a) General Aggregate: \$2,000,000- products/completed operations aggregate
  - b) Each Occurrence: \$1,000,000
- 2) Contractual Liability
- 3) Personal Injury
  - a) Aggregate: \$1,000,000

Must have Additional Insured for On Going & Completed Operations; Additional Insured Forms must be CG 2010(11/85), CG2033 & CG2037 or its equivalent

Must have Waiver of Subrogation

Must have Primary and Non-Contributory Must have 30

day Notice of Cancellation

Must have Additional Insured & Waiver & Per Project Aggregate Boxes all marked/checked on certificate

#### **AUTO LIABILITY INSURANCE**

Coverage Amounts:

- a) Bodily Injury Each Occurrence: (CSL) or its equivalent: \$1,000,000 or Hired & Non-Owned Auto if No commercial Auto policy in place.

Must have Additional Insured Must have

Subrogation Waiver

Must have Primary and Non-Contributory Must have 30

day Notice of Cancellation

Must have Additional Insured & Waiver Boxes marked on certificate



ECTUCKE01C

KTAYLOR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>INSURICA DFB Insurance Services, LLC</b> 700 Highlander Boulevard, Suite 340 Arlington, TX 76015	<b>CONTACT NAME:</b> Kim Taylor <b>PHONE (A/C, No, Ext):</b> (817) 471-1805 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Kim.Taylor@INSURICA.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A : State Auto Mutual Insurance Company</b>	
<b>NAIC #</b>	
<b>25135</b>	
<b>INSURED</b>  <b>E. C. Tucker Electric Inc</b> 3809 High Trail Ct Flower Mound, TX 75022	<b>INSURER B :</b>  <b>INSURER C :</b>  <b>INSURER D :</b>  <b>INSURER E :</b>  <b>INSURER F :</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10070869CP	4/27/2022	4/27/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>EMPLOYMENT PRAC</b> \$ <b>50,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10070871CA	4/27/2022	4/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			10070874CU	4/27/2022	4/27/2023	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> <b>Personal &amp; Adve</b> \$ <b>5,000,000</b>
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	10070873WC	4/27/2022	4/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	<b>Inland Marine</b>			10070869CP	4/27/2022	4/27/2023	<b>Leased/Rented Equipm</b> <b>150,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The Automobile policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile & Work Comp policies includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Umbrella Policy is a follow form Policy.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Francis Energy, LLC</b> 15 East 5th Street, Suite 821 Tulsa, OK 74103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN  
CONSTRUCTION AGREEMENT (INCLUDING COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.

**A. Section II – Who Is An Insured** is amended to include any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) CG 20 10 (10/01 edition); or
- b. The Insurance Services Office (ISO) CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) Your ongoing operations, with respect to Paragraph **A.1.a.** above; or
- (2) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **A.1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **A.1.**, insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) CG 20 10 (07/04 edition); or
- b. The Insurance Services Office (ISO) CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph **A.2.a.** above; or

- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **A.2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **A.2.**, insurance afforded to such additional insured:

- 1. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and
  - 2. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph **A.1.** nor Paragraph **A.2** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the Insurance Services Office (ISO) CG 20 10 (04/13) or Insurance Services Office (ISO) CG 20 10 (12/19) edition, any subsequent edition, or if no edition date is specified; or
  - b. With respect to ongoing operations if no form is specified;

such person or organization is then an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf,
- in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **A.3.** insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
  - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
  - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph **A.1.** nor Paragraph **A.2** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the Insurance Services Office (ISO) CG 20 37 (04/13) or Insurance Services Office (ISO) CG 20 37 (12/19) edition, any subsequent edition, or if no edition date is specified; or
  - b. With respect to the "products-completed operations hazard" if no form is specified;

such person or organization is then an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **A.4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (3) Only applies if the "bodily injury" or "property damage" occurs subsequent to your execution of the written contract or written agreement.

- B.** With respect to the insurance afforded to the additional insured described above, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by you or others on your behalf, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection activities performed as part of any related architectural or engineering activities.

However, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- C.** With respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following applies:

1. The following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by a written contract or written agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Paragraph **9.f.** of **SECTION V - DEFINITIONS** is amended as follows:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- D.** With respect to the coverage provided under this endorsement:

1. The following is added to Paragraph **4.a.** of the **Other Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Primary and Noncontributory Insurance**

However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of this endorsement provided that

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance Condition** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured or project which has been specifically addressed by separate endorsement to this Coverage Part showing the additional insured in a Schedule of additional insureds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS - STATE AUTO PEAK SERIES FOR LIABILITY**

Unless otherwise amended by separate endorsement this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS:

1. EXPECTED OR INTENDED PROPERTY DAMAGE
2. BROADENED NON-OWNED WATERCRAFT
3. AMENDED SUPPLEMENTARY PAYMENTS
4. BROADENED DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU
5. ADDITIONAL INSURED - BROAD FORM VENDORS
6. ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES
7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT
8. ADDITIONAL INSURED – GRANTOR OF FRANCHISE
9. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN NON-CONSTRUCTION CONTRACT OR AGREEMENT
10. AUTOMATIC INSURED STATUS FOR NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES
11. IMPROVED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION
12. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)
13. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE
14. "MOBILE EQUIPMENT" REDEFINED
15. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
16. FELLOW EMPLOYEE COVERAGE
17. BROADENED BODILY INJURY DEFINITION
18. ALIENATED PREMISES AMENDMENT
19. UNMANNED AIRCRAFT COVERAGE

### **1. EXPECTED OR INTENDED PROPERTY DAMAGE**

**Exclusion 2.a.** in **SECTION I - COVERAGE A** is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### **2. BROADENED NON-OWNED WATERCRAFT**

- A. If Endorsement **CG 21 09**, **CG 21 10**, **CG 24 50** or **CG 24 51** is attached to the Policy, the following is added to Paragraph **2.g.(2)(b) - Exclusions** under **SECTION I – COVERAGE - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraph **2.g.(2)(b)** of **SECTION I – COVERAGE** is replaced by the following:

**(b)** A watercraft you do not own that is:

**(i)** Less than 51 feet long; and

**(ii)** Not being used to carry persons or property for a charge;

- B. If Paragraph **2.A.** does not apply, the following is added to Paragraph **2.g.(2) - Exclusions** under **SECTION I - COVERAGE** pertaining to non-owned watercraft, is changed to the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

**3. AMENDED SUPPLEMENTARY PAYMENTS**

Paragraphs **b.** and **d.** of the **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** section are changed as shown:

- b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$750 a day because of time off from work.

**4. BROADENED DAMAGE TO PREMISES RENTED TO YOU**

**A.** The paragraph immediately following **Exclusion 2.j.(6)** in **SECTION I - COVERAGE A**, is amended as follows:

Paragraph **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III - LIMITS OF INSURANCE**.

**B.** The last paragraph under **Exclusion 2.** in **SECTION I - COVERAGE A**, is amended as follows: Exclusions **c.** through **n.** do not apply to damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

**C. SECTION III - LIMITS OF INSURANCE** is amended as follows:

Paragraph **6.** is deleted and replaced with the following:

**6.** Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage, while rented to you or temporarily occupied by you, with permission of the owner. Subject to all the terms of **SECTION III - LIMITS OF INSURANCE**, the Damage to Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The amount shown in the Declarations for Damage to Premises Rented To You Limit.

**D.** Paragraph **4.b.(1)(a)(ii)** in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

**(ii)** That is Fire, Smoke, Lightning, Explosion, Water Damage, or Sprinkler Leakage Insurance for premises while rented to you or temporarily occupied by you with the permission of the owner.

**E.** Paragraph **9.a.** in **SECTION V - DEFINITIONS** is amended to read:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, smoke, lightning, explosion, or water damage or sprinkler leakage to premises, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

## 5. ADDITIONAL INSURED - BROAD FORM VENDORS

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any "vendor", but only with respect to "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such "vendor":

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such "vendor".

- B. With respect to the insurance afforded to these "vendors", the following additional exclusions apply:

1. The insurance afforded the "vendor" does not apply to:
  - a. "Bodily injury" or "property damage" for which the "vendor" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the "vendor" would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the "vendor";
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor"; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

However, this exclusion does not apply to:

- (1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or
  - (2) Such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  3. This insurance does not apply if "'bodily injury'" or "property damage" included within the "products completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

- C. With respect to the insurance afforded to these "vendors", the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the "vendor" is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

**D.** The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

**6. ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease a building or premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by some negligent act or omissions by you, your employees, your agents, or your subcontractors as a result of your occupancy, maintenance or use of that part of the premises leased to you, provided that:

1. The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. The written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage was sought.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. Exclusions**

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Any structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) from which you lease a building or premises.
3. Any premise for which coverage is excluded by endorsement.
4. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

## 7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the:
- whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

## 8. ADDITIONAL INSURED – GRANTOR OF FRANCHISE

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**: If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**9. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN NON-CONSTRUCTION CONTRACT OR AGREEMENT**

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a non-construction contract or agreement that such person (s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
2. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

**B.** The insurance afforded to such additional insured described in Paragraph **A.** of this endorsement:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**C.** With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

1. Legal, accounting or advertising services;
2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
4. Engineering services, including related supervisory or inspection services;
5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
6. Any health or therapeutic service treatment, advice or instruction;
7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
10. Body piercing services;
11. Services in the practice of pharmacy;
12. Law enforcement or firefighting services; and
13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

**D.** Paragraph **9.f.** of **SECTION V - DEFINITIONS** is amended as follows:

- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**10. AUTOMATIC INSURED STATUS FOR NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

**A.** Paragraph **3.** under **SECTION II – WHO IS AN INSURED** is replaced by the following:

- 3.** Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.

However:

- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**B.** The last paragraph of **SECTION II – WHO IS AN INSURED** is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past:

- 1.** Partnership or joint venture; or
- 2.** Limited liability company, unless Paragraph **A.** above applies;

that is not shown as a Named Insured in the Declarations.

**11. IMPROVED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION**

**Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Paragraphs **e.** and **f.** are added to **2. Duties In the Event of Occurrence, Offense, Claim Or Suit**, as shown:

**e.** The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:

- (1)** You, if you are an individual;
- (2)** A partner, if you are a partnership; or
- (3)** An "executive officer" or insurance manager, if you are a corporation.
- (4)** A member or manager if the named insured is a limited liability company.

**f.** The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1)** You, if you are an individual;
- (2)** A partner, if you are a partnership; or
- (3)** An "executive officer" or insurance manager, if you are a corporation.
- (4)** A member or manager if the named insured is a limited liability company.

**12. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)**

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery against any person(s) or organization(s) because of any payment we make under this Coverage Part to whom the insured has waived its right of recovery in a written contract or agreement.. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to the loss.

### 13. PRIMARY AND NONCONTRIBUTORY

Subparagraph **a. Primary Insurance** of Paragraph **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following additional paragraph:

However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under the terms of this Coverage Form or amendatory endorsement provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### 14. "MOBILE EQUIPMENT" REDEFINED

**SECTION V - DEFINITIONS** is amended as follows:

- a. Paragraph **12.f.(1)(a), (b), and (c)** of the "mobile equipment" definition does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

### 15. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to Paragraph **6.** of **SECTION IV - CONDITIONS**: Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

### 16. FELLOW EMPLOYEE COVERAGE

Unless otherwise amended by separate endorsement to this Coverage Form, paragraph **2.a.(1)**, in **SECTION II – WHO IS AN INSURED**, is replaced by the following:

**(1)** "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or member (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business.
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

However, this does not apply to "bodily injury" to a co-"employee" when caused by your "employee", except with respect to claims for "bodily injury" to:

**(a)** A person arising out of any:

- (i)** Refusal to employ that person;
- (ii)** Termination of that person's employment; or
- (iii)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person;

- (b) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a) (i), (ii), or (iii) above is directed; or
- (c) Any person due to alleged negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others.

**17. BROADENED BODILY INJURY DEFINITION**

Unless otherwise amended by separate endorsement to this Coverage Form, the following replaces paragraph 3. in **SECTION V - DEFINITIONS**:

- 1. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death, shock, mental anguish or mental injury sustained by that person at any time resulting from the bodily injury, sickness or disease.

**18. ALIENATED PREMISES AMENDMENT**

Paragraph **2.J.(2), Exclusions**, of **SECTION I - COVERAGE A**. Bodily Injury and Property Damage Liability is replaced as follows:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

**19. UNMANNED AIRCRAFT COVERAGE**

- A. The following is added to Exclusion **2.g**. Aircraft, Auto or Watercraft under **Section I - Coverage A - Bodily Injury and Property Damage Liability**

This exclusion does not apply to:

- (6) Unmanned Aircraft

"Bodily Injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft" weighing 15 lbs or less. Use includes operation and "loading or unloading".

- B. The following is added to **Section V - DEFINITIONS**:

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

If forms CG 21 09, CG 21 10 or CG 21 11 are attached to this policy, they do not apply to the extent that coverage is provided under this Paragraph **18. UNMANNED AIRCRAFT COVERAGE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## TEXAS - STATE AUTO PEAK SERIES FOR CONTRACTOR'S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS:

- A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED
- B. CONSTRUCTION PROJECT/LOCATION GENERAL AGGREGATE
- C. CONSTRUCTION PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE
- D. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT
- E. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS
- F. CONTRACTOR'S LIMITED POLLUTION LIABILITY COVERAGE
- G. "MOBILE EQUIPMENT" REDEFINED
- H. CONTRACT PENALTY REIMBURSEMENT

**a. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED**

1. Subject to the provisions of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**, we will pay for "loss" to property belonging to others, including all resulting loss of use of the property, while that property is in the care, custody or control of, or over which physical control is being exercised for any purpose by, the insured and such "loss" arises out of your business operations to which this policy applies.

2. Additional Exclusions

The following is added to paragraph **2. Exclusions**, of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**:

This insurance does not apply to "loss" to property:

- a. held by the insured for sale or entrusted to the insured for storage or safekeeping;
- b. owned or occupied by, rented or leased to, or loaned to any insured;
- c. included in the "products – completed operations hazard"; or
- d. arising from errors or mistakes in design plans or specifications committed by or on behalf of the insured.

3. Limits of Insurance

- a. The most we will pay for "loss", including all resulting loss of use of that property is:
  - (1) \$2,500 as a result of any one "occurrence" and the most we will pay for the sum of all occurrences during the policy period is the aggregate limit of \$10,000; or
  - (2) The amount shown in the Declarations, if greater than (1) above, for Property Of Others In The Care, Custody, And Control Of The Insured.
- b. The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## 1. Deductible

- a. We will not pay any "loss" until such "loss" exceeds the deductible shown for this coverage in the policy Declarations. We will then pay the amount of "loss" in excess of the deductible up to the applicable Limit of Insurance. This deductible amount applies to all "loss" to property belonging to others as the result of any one "occurrence".
- b. We may pay any part or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- c. The terms of this insurance, including those with respect to:
  - (1) our right and duty to defend any "suits" seeking those damages; and
  - (2) your duties in the event of an "occurrence", claim or suit:
 apply irrespective of the application of the deductible amounts.

## 2. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

## 3. Additional Definition

The following is added to **SECTION V - DEFINITIONS**:

- a. "Loss" means unintentional damage or destruction, but does not include disappearance or abstraction.

## c. CONSTRUCTION PROJECT/"LOCATION" GENERAL AGGREGATE

1. For all sums which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed:
  - (i) only to ongoing operations at a single construction project away from premises owned or rented to you or;
  - (ii) to a single "location" owned or rented to you:
  - a. A separate Construction Project/"Location" General Aggregate Limit applies to each construction project or covered location, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - b. The Construction Project/"Location" General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or "suits" brought; or
    - (3) Persons or organizations making claims or bringing "suits".
  - c. Any payments made under **SECTION I - COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project/"Location" General Aggregate Limit for that construction project or covered "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" General Aggregate Limit for any other construction project or covered "location".
  - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project/"Location" General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which cannot be attributed only to ongoing operations at a single construction project or only to operations at a single "location":
  - a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - b. Such payments shall not reduce any Construction Project/"Location" General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, except where addressed by a separate provision, and not reduce the General Aggregate Limit nor the Construction Project/"Location" General Aggregate Limit.
4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:
 

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

#### C. CONSTRUCTION PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE

When coverage for the "products-completed operations hazard" is purchased under this policy the following applies:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which can be attributed
  - (i) only to "your work" at a single designated project; or
  - (ii) Operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location".
  - a. A separate Construction Project/"Location" Products-Completed Operations Aggregate Limit applies to each construction project or covered "location", and that limit is equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations.
  - b. The Construction Project/"Location" Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard", regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or "suits" brought; or
    - (3) Persons or organization making claims or bringing "suits"
  - c. Any payments made under **COVERAGE A** for damages shall reduce the Construction Project/"Location" Products-Completed Operations Aggregate Limit for that construction project or covered "location". Such payments shall not reduce the Products-Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" Products-Completed Operations Aggregate Limit for any other construction project or covered "location".

d. The limit shown in the Declarations for Each Occurrence continues to apply. However, instead of being subject to the Products-Completed Operations Aggregate Limit shown in the Declarations, such limit will be subject to the applicable Construction Project/"Location" Products-Completed Operations Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which cannot be attributed only to:

(i) "your work" at a single designated project; or

(ii) Operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location":

a. Any payments made under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" shall reduce the amount available under the Products-Completed Operations Aggregate Limit; and

b. Such payments shall not reduce any Construction Project/"Location" Products-Completed Operations Aggregate Limit.

3. Any payments for damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the General Aggregate Limit, and will not reduce the Products-Completed Operations Aggregate Limit nor any Construction Project/"Location" General Aggregate Limit.

4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of **SECTION III - LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**D. ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT**

The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.

1. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

a. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

(1) The Insurance Services Office (ISO) CG 20 10 (10/01 edition); or

(2) The Insurance Services Office (ISO) CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(a) Your ongoing operations, with respect to Paragraph **D.1.a.(1)** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **D.1.a.(2)** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.a.**, insurance afforded to such additional insured:

- i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and
  - ii. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- b. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
  - (1) The Insurance Services Office (ISO) CG 20 10 (07/04 edition); or
  - (2) The Insurance Services Office (ISO) CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(a) Your acts or omissions; or

(b) The acts or omissions of those acting on your behalf,

in the performance of:

- 1. Your ongoing operations, with respect to Paragraph **D.1.b.(1)** above; or
- 2. "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **D.1.b.(2)** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.b.**, insurance afforded to such additional insured:

- i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and
  - ii. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- c. If neither Paragraph **D.1.a.** nor Paragraph **D.1.b** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

(1) Under the Insurance Services Office (ISO) CG 20 10 (04/13) or Insurance Services Office (ISO) CG 20 10 (12/19) edition, any subsequent edition, or if no edition date is specified; or

(2) With respect to ongoing operations if no form is specified;

such person or organization is then an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(a) Your acts or omissions; or

(b) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.c.** insurance afforded to such additional insured:

- i. Only applies to the extent permitted by law;
  - ii. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
  - iii. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement.
- d. If neither Paragraph **D.1.a.** nor Paragraph **D.1.b** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- (1) Under the Insurance Services Office (ISO) CG 20 37 (04/13) or Insurance Services Office (ISO) CG 20 37 (12/19) edition, any subsequent edition, or if no edition date is specified; or
  - (2) With respect to the "products-completed operations hazard" if no form is specified, such person or organization is then an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.d.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
  - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
  - (c) Only applies if the "bodily injury" or "property damage" occurs subsequent to your execution of the written contract or written agreement.
2. With respect to the insurance afforded to the additional insured described above, the following additional exclusion applies:
- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render any professional engineering, architectural or surveying services by you or others on your behalf, including:
    - (1) The preparing, approving, failing to prepare approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
    - (2) Supervisor or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

3. With respect to the insurance afforded to an additional insured under Paragraph **D.1.c.** or Paragraph **D.1.d.** of this endorsement, the following applies:

- a. The following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by a written contract or written agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

b. Paragraph 9.f. of **SECTION V - DEFINITIONS** is amended as follows:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. With respect to the coverage provided under this endorsement:

a. The following is added to Paragraph 4.a. of the **Other Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

**Primary and Noncontributory Insurance**

However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of the endorsement provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. The following paragraph is added to Paragraph 4.b. of the **Other Insurance Condition** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

5. This additional insured provision does not apply to an additional insured or project which has been specifically addressed by separate endorsement to this Coverage Part showing the additional insured in a Schedule of additional insureds.

**E. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS**

1. The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.
2. **SECTION II – WHO IS AN INSURED** is amended to include any state, governmental agency, subdivision or political subdivision for which you are required to add as an additional insured because of the issuance or existence of a permit, but only with respect to:
  - a. Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
    - (1) Your acts or omissions; or
    - (2) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for which the permit was issued; and
  - b. Permits:
    - (1) Currently in effect or becoming effective during the term of this policy; and
    - (2) Executed prior to the "bodily injury", "property damage," or "personal and advertising injury".

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for which the permit was issued are completed.

- 3. With respect to the insurance afforded to the additional insured described in **E. 2.** above, this insurance does not apply to:
  - a. Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- 4. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### **F. CONTRACTOR'S LIMITED POLLUTION LIABILITY COVERAGE**

- 1. Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, we will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" and "clean-up costs" arising out of a "pollution incident". This insurance only applies to "bodily injury" and "property damage" which occurs during the policy period provided that:
  - a. the "pollution incident" begins at an identified time and place and ends in its entirety within 72 hours;
  - b. you have notified us of the "pollution incident" as soon as practicable, but no more than 14 days after its ending; and
  - c. it is "accidental".
- 2. **LIMITS OF INSURANCE**

Solely for purposes of the insurance provided by this coverage for "bodily injury", "property damage" and "clean-up costs" arising out of a "pollution incident", **SECTION III – LIMITS OF INSURANCE** is replaced in its entirety by the following:

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or "suits" brought;
  - (3) Persons or organizations making claims or bringing "suits"; or
  - (4) Governmental actions taken with respect to "clean-up costs"
- b. The General Aggregate Limit is the most we will pay for the sum of:
  - (1) Medical expenses under Coverage **C**;
  - (2) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - (3) Damages under Coverage **B**;

- c. Subject to Paragraph **2.b.** above, the Contractor's Pollution Annual Aggregate is the most that we will pay for the sum of:
  - (1) All damages because of "bodily injury" and property damage"; and
  - (2) All "clean-up costs" incurred because of "environmental damage"; resulting from all "pollution incidents".
- d. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for the sum of:
  - (1) Damages Under Coverage **A**;
  - (2) Medical expenses under Coverage C; and
  - (3) All damages because of "bodily injury" and property damage"; and
  - (4) Damages under Contractor's Pollution Liability under this provision; because of injury or damages arising out of any one "occurrence".
- e. Subject to Paragraph **2.c.** and **2.d.** above, the Contractor's Pollution Coverage Occurrence Limit is the most we will pay for the sum of:
  - (1) All damages because of "bodily injury" and property damage"; and
  - (2) All "clean-up costs" incurred because of "environmental damage" arising from one "pollution incident".
- f. The Limits of Insurance of this Coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### 3. DEDUCTIBLE

- a. Our obligation under this coverage to pay damages on your behalf applies only to the amount of damages in excess of \$1,000. as applicable to the Contractor's Limited Pollution Coverage Occurrence Limit of Liability. Neither the Contractor's Limited Pollution Coverage Occurrence Limit of Liability nor the Contractor's Limited Pollution Coverage Annual Aggregate Limit of Liability will be reduced by the application of such deductible amount.
- b. The terms of this insurance, including those with respect to:
  - (1) Our right and duty to defend any "suits" seeking those damages; and
  - (2) Your duties in the event of a "pollution incident", claim or "suit"; apply irrespective of the application of the deductible amount.
- c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us of such part of the deductible amount as has been paid by us.

### 4. EXCLUSIONS

Solely for purposes of the insurance provided by this coverage for "bodily injury" and "property damage" arising out of a "pollution incident":

- a. **Exclusion f.(1)(d) under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in SECTION I – COVERAGES** does not apply.
- b. The following exclusions are added: The coverage provided by this coverage does not apply to:

**(1) Products-Completed Operations Hazard**

"Bodily injury", "property damage" and "clean-up costs" included within the "products-completed operations hazard";

**(2) Governmental Directives**

"Bodily injury", "property damage" and "clean-up costs" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:

- (a) The insured; or
- (b) You or any of your members, partners or executive officers.

**(3) Intentional Discharge Or Release**

"Bodily injury", "property damage" and "clean-up costs" arising out of the actual, alleged or threatened discharge, dispersal, emission, release or escape of "pollutants" at or from an "insured site" if such "pollutants" were brought on or to the "insured site" by any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf, in connection with your operations at such "insured site" and:

- (a) such pollutants are intentionally discharged or released by any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf; or
- (b) with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

**(4) Owned And Non-owned Disposal Sites**

"Bodily Injury", "property damage" and "clean-up costs" arising out of a "pollution incident" on, at, under or migrating from any "owned disposal site" or "non-owned disposal site".

**(5) Fungi Or Bacteria**

"Bodily Injury", "property damage" and "clean-up costs" arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "loss". This paragraph does not apply to "bodily injury" arising out of a bacterial infection which develops in connection with physical harm to the person sustaining the "bodily injury", if such physical harm is not excluded by this exclusion and a "claim" is made against the "insured" for such physical harm; and

Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, contain, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "fungi" or bacteria by any "insured" or by any other person or organizations.

**(6) Professional Services**

"Bodily Injury", "property damage" or "environmental damage" arising out of the performance of, or failure to perform, "professional services" by or on behalf of any "insured".

All other **COVERAGE A Exclusions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** or added by endorsement to your policy apply.

**5. DEFINITIONS**

a. When used in this coverage only, the following definitions are added to **SECTION V – DEFINITIONS**:

- (1) "Accidental" means unintended and unexpected.
- (2) "Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any watercourse or body of water.

- (3) "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (4) "Insured site" means any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations providing the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.
- (5) "Non-owned disposal site" means a premises, site or location that:
- (a) Is not, and was not at any time, owned or operated by an insured;
  - (b) Is located outside the boundaries of an "insured site" where operations are being performed; and
  - (c) Is, or was at any time, used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste.
- (6) "Owned disposal site" means a premises, site or location that:
- (a) Is, or was at any time, owned or operated by an insured;
  - (b) Is located outside the boundaries of an "insured site" where operations are being performed; and
  - (c) Is, or was at any time, used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste.
- (7) "Pollution incident" means the actual, alleged discharge, dispersal, emission, release or escape of "pollutants" into or upon land, the atmosphere, or any watercourse or body of water at or from an "insured site", provided that such discharge, dispersal, emission, release or escape results in "environmental damage". All "bodily injury" and "property damage" arising out of one discharge, dispersal, emission, release or escape (or repeated and continuous discharges, dispersals, emissions, releases or escapes) shall be deemed to be one "pollution incident" and shall be deemed to have occurred in the "coverage term" in which the "pollution incident" commenced.
- "Pollution incident" does not include "property damage" to a "waste facility".
- "Pollution incident" does not include any "bodily injury" or "property damage" which is included in the exceptions to the pollution exclusion provided by subparagraphs (1)(d)(i), (ii) and (iii) of exclusion f. **Pollution** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES**.
- (8) "Professional services" means:
- (a) Preparing, approving, or failing to prepare or approve:
    - 1. Maps, shop drawings, opinions, reports, surveys, field orders or change orders; or
    - 2. Drawings and specifications;
  - (b) Any, architectural, engineering or surveying activity;
  - (c) Construction management services; and
  - (d) Supervisory or inspection activities performed as part of any related architectural, or engineering or surveying activities or related construction management services.
- (9) "Waste facility" means any site or part of any site to which waste from the operations of an "insured site" is consigned for delivery or delivered for storage, disposal, processing or treatment.
- b. When applicable to this coverage only, the following definitions under **SECTION V – DEFINITIONS** are replaced with the following:
- (1) Products-completed operations hazard":
- (a) Includes all "bodily injury", "property damage" and "environmental damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

1. Products that are still in your physical possession; or
2. Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - i. When all of the work called for in your contract has been completed.
  - ii. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - iii. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

(b) Does not include "bodily injury", "property damage" or "environmental damage" arising out of:

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
2. The existence of tools, uninstalled equipment or abandoned or unused materials.

(2) "Property damage" means:

- (a) Physical injury to, destruction of or contamination of tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to have taken place at the time of the "pollution incident" that caused it; or
- (b) Loss of use of tangible property that is not physically injured, destroyed or contaminated but has been evacuated, withdrawn from use or rendered inaccessible because of a "pollution incident". All such loss of use shall be deemed to have taken place at the time of the "pollution incident" that caused it.

For purpose of this insurance, "electronic data" is not tangible property.

#### G. "MOBILE EQUIPMENT" REDEFINED

1. **SECTION V - DEFINITIONS** is amended as follows:

- a. Paragraph **12.f.(1)(a), (b), and (c)** of the "mobile equipment" definition does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

#### H. CONTRACT PENALTY REIMBURSEMENT

1. Subject to the provisions of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, we will pay up to 50% of the contractual penalties you are required to pay to your customers as a result of a written contract or agreement for failure to timely deliver your product according to the contract terms due to "bodily injury" or "property damage" which arises out of your business operations to which this policy applies.
2. The most we will pay under the coverage is \$10,000 in any one policy year.

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver  
Name of person or organization
- ( X ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:  
The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**WC 42 03 04 B**  
(Ed. 6-14)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO POLICY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

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- B. BROADENED INSURED
- C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
- D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- E. RESULTANT MENTAL ANGUISH
- F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
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- L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
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- T. TAPES, RECORDS AND DISCS COVERAGE
- U. HIRED AUTO PHYSICAL DAMAGE
- V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
- W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**A. ADDITIONAL INSURED – AUTOMATIC STATUS**

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

- c. Anyone liable for the conduct of an “insured” described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization’s status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

**B. BROADENED INSURED**

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

- d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an “insured”. However, such organization will not qualify as an “insured” if it is also an “insured” under another policy, other than a policy written to apply specifically in excess of

this Coverage Part or would be an “insured” under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an “insured” only while you own a financial interest of more than 50% in the organization during the policy period.

- e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an “insured”. However, such organization will not qualify as an “insured” if it is also an “insured” under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an “insured” under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an “insured” only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

- (1) any organization 180 days or more after its acquisition or formation; or
- (2) “bodily injury”, “property damage” or “covered pollution cost or expense” caused by an “accident” that occurred before you acquired or formed the organization.

**C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION**

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an “accident”, claim, “suit” or “loss” is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or “employees” authorized by you to give or receive notices becomes aware of or should have become aware of such “accident”, claim, “suit” or “loss”.

If you report an “accident” or “loss” to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such “accident” or “loss” to us at the time of the “accident” or “loss” will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the “accident” or “loss” has become a liability claim.

**D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**E. RESULTANT MENTAL ANGUISH**

The definition of “bodily injury” is SECTION V- DEFINITIONS is replaced by the following”

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION**

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire. The insurance granted under this provision is

excess over any other collectible insurance

**G. EMPLOYEES AS INSUREDS**

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

**H. EMPLOYEES HIRED AUTOS**

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

1. Any covered “auto” you lease, hire, rent or borrow; and
2. Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

**I. INCREASED BAIL BONDS AND LOSS OF EARNINGS**

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replace the \$2,000 limit for cost of bail bonds with \$5,000 in paragraph (2); and
2. Replace the \$250 a day limit for reasonable expenses including actual loss of earnings with \$500 a day in paragraph (4).

**J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO**

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

This extension applies to all covered “autos” with a Gross Vehicle Weight of less than 10,001 pounds.

**K. INCREASED LOSS OF USE EXPENSES**

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

**L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE**

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

**M. GLASS REPAIR DEDUCTIBLE WAIVER**

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**N. COLLISION DEDUCTIBLE WAIVER**

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

When a covered “auto” insured for Collision coverage under this policy collides with another “auto” we insure, the Collision deductible applicable to the covered “auto” or “autos” insured under this policy shall not apply.

**O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT**

Section III PHYSICAL DAMAGE COVERAGE C.1. b. is amended by replacing the \$1,000 with \$2,500.

**P. TOWING**

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

**2. Towing**

We will pay up to \$75 for towing and labor costs incurred each time an “auto” with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that “auto”.

**Q. AUTO LOAN/LEASE GAP COVERAGE**

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total “loss” to a covered “auto” shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. Overdue payments and financial penalties associated with those payments as of the date of the “total loss”;
2. The carryover, transfer or rollover of a previous outstanding lease or loan

balance from another vehicle to the original lease or loan for the scheduled "auto";

3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
4. All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

#### **R. PERSONAL EFFECTS COVERAGE**

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

##### **c. Personal Effects**

We will pay up to \$500 for "loss" to personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar

devices used with audio, visual or data electronic equipment are not considered personal effects.

#### **S. LOCKSMITH SERVICES**

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

##### **d. Locksmith Services**

We will pay up to \$100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

#### **T. TAPES, RECORDS AND DISCS COVERAGE**

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

##### **e. Tapes, Records And Discs Coverage**

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member or employee
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200.

#### **U. HIRED AUTO PHYSICAL DAMAGE**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, then

Comprehensive and Collision coverages are extended to an “auto” you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for “loss” to any leased, hired, rented, or borrowed “auto” is the Actual Cash Value or the cost to repair the “auto”, whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned “auto” scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the “loss” to the leased, hired, rented, or borrowed “auto” is covered by Comprehensive Coverage, and if no owned “auto” scheduled on this policy is insured for Comprehensive Coverage, a \$100 deductible will apply to the “loss”.
4. If the “loss” to the leased, hired, rented, or borrowed “auto” is covered by Collision Coverage, and if no owned “auto” scheduled on this policy is insured for Collision Coverage, a

\$1,000 deductible will apply for the “loss”.

#### **V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE**

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered “auto” of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

#### **W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any “accident” or “loss”, provided the “accident” or “loss” arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

# Francis Energy Construction

## Invoice

**Invoice for**  
Services Performed

**Invoice #** OEV00254 FEC-IC  
**Date** 11/21/2023

**Project**  
OEV-00254 - Allsup's Rosewell Store NM

Service	Description	Qty	Rate	Total price
Labor	Project Management	1	\$65,000.00	\$65,000.00
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** \$88,650.00

**Adjustments**

**Total** \$88,650.00

FRE O&M

# Invoice

**Invoice for**  
Services Performed for Networking

**Invoice #** OEV00254 FRE-O&M  
**Date** 11/21/2023

**Project**

OEV-00254 - Allsup's Rosewell Store NM

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	
<b>TOTAL DUE</b>	<b>1,269.65</b>

We Appreciate Your Business!



27500 Riverview Center Blvd  
Suite 100  
Bonita Springs, FL 34134

For correspondence only (no payments)

**BILL TO:**

FRANCIS SOLAR  
1924 E. 6TH ST.  
TULSA, OK 74104

**FINAL INVOICE**

<b>INVOICE NO.</b>		<b>INVOICE DATE</b>	
33461168-001		01/25/2023	
<b>INVOICE AMOUNT</b>		<b>CURRENCY</b>	
\$ 479.32		USD	
<b>CUSTOMER NO.</b>		<b>TERMS</b>	
2947631		Due Upon Receipt	
<b>ACH PAYMENT</b>			
<b>Beneficiary's Bank:</b>		Wells Fargo	
<b>RTN/ABA#:</b>		121000248	
<b>Acct#:</b>		4217127869	
<b>Beneficiary's Name:</b>		Herc Rentals	
<b>CHECK PAYMENT</b>		<b>ONLINE PAYMENT</b>	
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193		 <a href="http://www.HercRentals.com">www.HercRentals.com</a>	
<b>PAY BY PHONE/QUESTIONS: 877-953-8778</b>			
<b>AMOUNT ENCLOSED: \$</b>			

To ensure accurate and timely posting, detach and send top portion with your payment

<b>PO #</b>	<b>RES/QUOTE #</b>	<b>CUSTOMER #</b>	<b>SALES REP</b>
NEED PO/UPDATE ADDRESS	54794354	2947631	HOUSE ACCOUNT
<b>ORDERED BY</b>	<b>DELIVERED BY</b>	<b>SIGNED BY</b>	<b>CLOSED BY</b>
TRAMMEL, CJ	CUSTOMER	WET SIGNATURE	KAREN VALDEZ

**JOB #/SITE**

4 - FRANCIS SOLAR -

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	COMPACT TRACK LOADER 2000-2399LB ROPS <b>IC#:</b> 800149501 <b>CAT/Class:</b> 2001450 <b>Make:</b> KUBOTA <b>Model:</b> SVL75-2 <b>Ser #:</b> 28873 Hours Free: HR OUT: 2223.500 HR IN: 2227.800 TOTAL: 4.300 FREE: 8.000 EXCESS: 0 HRS CHG: 48.625 EMISSIONS & ENV SURCHARGE EMISSIONS	8/ 389.00	64.83	389.00	1066.00	2255.00	389.00
				8	40	160	
1	SKIDSTEER ATTACHMENT FORKS 48IN <b>IC#:</b> 800242868 <b>CAT/Class:</b> 2902145 <b>Make:</b> BOBCAT <b>Model:</b> 6541518 <b>Ser #:</b> N/A	8/ 45.00	7.50	45.00	119.00	287.00	45.00
							7.70

To ensure accurate payment processing, please include a remittance with your payment.  
If paying by ACH/Wire, send remittance to [HercTimeChecks@hercrentals.com](mailto:HercTimeChecks@hercrentals.com).  
Credit Card Payments: send to [USCreditCards@hercrentals.com](mailto:USCreditCards@hercrentals.com) and include remittance.  
If paying with Check by Phone, call 877-953-8778 (option 1, option 1).  
**Is your COI on file with Herc expired or about to be?** Please send updated COI electronically to [HercCOI@hercrentals.com](mailto:HercCOI@hercrentals.com).

**THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT**

<b>SHIP TO:</b> FRANCIS SOLAR 1924 E 6TH ST TULSA, OK 74104	<b>RENTED FROM:</b> HERC RENTALS 459 4445 SOUTH MINGO ROAD TULSA, OK 74146 PH: 918-622-7150		Original	Adjustment	Total
		RENTAL CHARGES	434.00		434.00
		OTHER CHARGES	7.70		7.70
		TAXABLE CHARGES	441.70		441.70
		TAX	37.62		37.62
		TOTAL CHARGES	479.32		479.32

RENTAL HOURS:	7.83
INVOICE FROM:	1/23/23 9:01
INVOICE TO:	1/23/23 16:50

RENTAL START DATE: 1/23/23 9:00

**LATE CHARGES MAY APPLY**

## Jennifer Clagg

---

**From:** Jeremy Howard  
**Sent:** Thursday, January 26, 2023 10:38 AM  
**To:** Jennifer Clagg  
**Subject:** RE: herc rentals

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

33461168-001 – New Mexico Site : OEV – 254, 255, 251, 258  
33461194-001 – OEV – 260

Approved.

Jeremy



**Jeremy Howard**  
Construction Manager / Safety  
Coordinator

M: (903) 814-2571

15 East 5<sup>th</sup> Street, Suite 821, Tulsa, OK 74103

• [www.francisenergy.com](http://www.francisenergy.com)

---

**From:** Jennifer Clagg <jclagg@francisenergy.com>  
**Sent:** Thursday, January 26, 2023 9:04 AM  
**To:** Jeremy Howard <jjhoward@francisenergy.com>  
**Subject:** herc rentals

Invoices need approved/job #

33461168-001  
33461194-001



**Jennifer Clagg**

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

[www.francisenergy.com](http://www.francisenergy.com)



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

**Customer Service**  
800 879-800  
[www.hilti.com](http://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

<b>Invoice date:</b>	11/18/2022
<b>Invoice due date:</b>	12/18/2022
<b>Cust. P.O. number:</b>	verbal Anthony Nichols
<b>Customer account</b>	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	*
<b>SHIPMENT NUMBER: 345995646</b>						
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
					<b>Total amount</b>	<b>USD 432.39</b>

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](http://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](http://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](mailto: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](http://www.francisenergy.com)



How doers  
get more done™

2350 N MAIN  
ROSWELL, NM 88202 (575)622-2026

3510 00062 19075 09/25/23 12:35 PM  
SALE SELF CHECKOUT

887480026184 M8 FLN BLT <A>  
M8X30 ZN FLNG BOLT 2PC (29Q)  
4@2.75 11.00

SUBTOTAL 11.00  
SALES TAX 0.83  
TOTAL \$11.83

XXXXXXXXXXXX1185 AMEX USD\$ 11.83

AUTH CODE 841091/4623760 TA  
Chip Read  
AID A000000025010801 AMERICAN EXPRESS

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-4257 SUMMARY

2023 PRO XTRA SPEND 09/24: \$723.80

As of 09/25/2023 your Paint Rewards  
level is Member; Spend 943.51 more in  
qualifying paint purchases to earn  
Bronze (10.0% off) on select paint  
items.

Get the CREDIT LINE your business needs  
PLUS earn Perks 4X FASTER when you join  
Pro Xtra, register, & use your Pro Xtra  
Credit Card. Apply and SAVE UP TO \$100.  
Learn more at [homedepot.com/credit](http://homedepot.com/credit)

3510 09/25/23 12:35 PM



0510 60 19075 00/25/2023 0600





How doers  
get more done™

2350 N MAIN  
ROSWELL, NM 88202 (575)622-2026

3510 00062 19521 09/25/23 06:49 PM  
SALE CASHIER RAFAEL

020066442361 PT2XSATWHT <A>  
PAINTERS TOUCH 2X SATIN BLSSM WHITE  
20@6.48 129.60

SUBTOTAL 129.60  
SALES TAX 9.83  
TOTAL \$139.43

XXXXXXXXXXXX1185 AMEX USD\$ 139.43  
TA

AUTH CODE 854309/4623786  
Chip Read  
AID A000000025010801 AMERICAN EXPRESS

PRO XTRA MEMBER STATEMENT

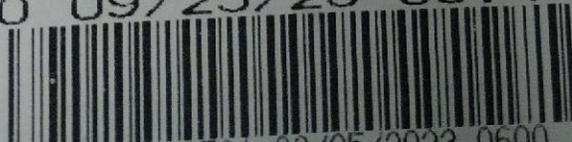
PRO XTRA ###-###-4257 SUMMARY  
THIS RECEIPT PO/JOB NAME: nm

2023 PRO XTRA SPEND 09/24: \$734.80

As of 09/25/2023 your Paint Rewards  
level is Member; Spend 813.91 more in  
qualifying paint purchases to earn  
Bronze (10.0% off) on select paint  
items.

Get the CREDIT LINE your business needs  
PLUS earn Perks 4X FASTER when you join  
Pro Xtra, register, & use your Pro Xtra  
Credit Card. Apply and SAVE UP TO \$100.  
Learn more at [homedepot.com/credit](http://homedepot.com/credit)

3510 09/25/23 06:49 PM



3510 62 19521 09/25/2023 0600

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
12/24/2023



How doers  
get more done.

2350 N MAIN  
ROSWELL, NM 88202 (575)622-2026

3510 00002 32777 09/25/23 10:13 AM  
SALE CASHIER REBECCA

037103254252 H12FPRAT <A>	30.97
HUSKY RATCHET 1/2" FULL POLISH	
0000-655-562 CUTWSHR5/16" <A>	
FLAT WASHER ZINC 5/16 (ABB)	
5@0.16	0.80
0000-661-759 5/16X1HXBOLT <A>	
HEX BOLT ZINC 5/16 X 1 (AFE)	
5@0.26	1.30
0000-999-835 PALLET DEP <A,U>	25.00
PALLET DEPOSIT-REFUNDABLE ON RETURN	
-----Instant Vol Savings-----	
0000-169-765 80LB CONCRET <A>	
80LB QUIKRETE CONCRETE MIX	
42@6.65	279.30
MAX REFUND VALUE \$251.37/42	
Instant Vol Savings	-27.93

SUBTOTAL	309.44
SALES TAX	23.46
TOTAL	\$332.90

XXXXXXXXXXXX7416 VISA

USD\$ 332.90

AUTH CODE 115271/4022055

TA

Chip Read

AID A0000000031010

VISA CREDIT

P.O.#/JOB NAME: ALLSUPS  
<U> - NON-DISCOUNTABLE ITEM

3510 09/25/23 10:13 AM



3510 02 32777 09/25/2023 7085

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON

CITY OF ROSWELL, SOLID WASTE  
CITY OF ROSWELL SOLID WASTE  
3006 W. Brasher RD  
Roswell, NM 88203

Weighed: FREDRICK  
Deposit: FREDRICK

BILL TO: 0  
Cash Customer  
Cash Customer

Vehicle ID:  
Reference: MCC  
Origin: CITY OF ROSWELL  
Grid: NE SECT 1

DATE IN: 09/26/23 TIME IN: 12:06:29  
DATE OUT: 09/26/23 TIME OUT: 12:33:45

INBOUND  
Ticket Number: 02-00870435

MANUAL GROSS WEIGHT	7800 LB
MANUAL TARE WEIGHT	6160 LB
NET WEIGHT	1640 LB

Qty	Description	Amount
0.82	CLEAN FILL-RESIDENT	14.51
	State Tax	0.73
	TICKET AMOUNT:	15.24
	CARD/AUTH AMEX	15.24

X \_\_\_\_\_



P&M SIGNS, Inc.  
 202 E. Broadway  
 P.O. Box 567  
 Mountainair, NM 87036

# Invoice

DATE	INVOICE #
11/29/2023	9172

**BILL TO:**

Francis Energy  
 Joshua Burton

**SHIP TO:**

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
000337	Net 30		11/29/2023	Installation		

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
40	Aluminum	EV Charging Station. APPROACH, w/DOT logo, L/W, 24"x32"	231.00	9,240.00T
		1/2 MILE (QTY 20), Arrow R (QTY 10), Arrow L, (QTY 10)	0.00	0.00
40	Posts	10' x 2 1/4 x 2 1/4	115.00	4,600.00T
40	Posts	Anchors (3' 2 1/2 x 2 1/2 @ \$12.00 LF	36.00	1,440.00T
80	Hardware	Hardware, 4 per sign	6.00	480.00T
5.5	Graffiti Film	Graffiti Film Protective sheeting overlay, 11 per sign, \$5.50/sq ft	240.00	1,320.00T
290	Mobilization	Trip 1 Installation-Mountainair to Des Moines, 4 Sierra Grande Rd	12.00	3,480.00T
187	Mobilization	Trip 2 Installation-Mountainair to San Jon, 2369A State Hwy 469, San Jon	12.00	2,244.00T
		Trip 2 Installation-2300 A S 1st St., Tucumcari	0.00	0.00
123	Mobilization	Trip 3 Installation- Mountainair to Ft. Sumner/Vaughn, 343 Sumner Ave., Ft. Sumner	12.00	1,476.00T
		Trip 3 Installation-118 E. 8th St., Vaughn		
202	Mobilization	Trip 4 Installation-Mountainair to Artesia/Roswell 2517 W 2nd St., Roswell	12.00	2,424.00T
		Trip 4 Installation- 1601 N 1st St., Artesia		
277	Mobilization	Trip 5 Installation- Mountainair to Hobbs, 2810 Lovington Hwy Unit 1, Hobbs	12.00	3,324.00T
141	Mobilization	Trip 6 Installation- Mountainair to Alamogordo, 820 B US-70, Alamogordo	12.00	1,692.00T
134	Mobilization	Trip 7 Installation- Mountainair to Elephant Butte, 106B Rock Canyon Rd, Elephant Butte	12.00	1,608.00T
	Discount	Sales Tax Adjustment	-0.03	-0.03
		Sales Tax	7.6875%	2,562.09

Thank you for your business!

**Total** \$35,890.06

Phone #                      Fax #                                      E-mail  
 Phone: 505-847-2850    Fax: 844-278-5445                      general@pmsignsinc.com



Francis Energy, LLC

**SUPPLIER:**

P&M Signs, Inc  
 PO Box 567  
 Mountainair, NM 87036

**SUPPLIER CONTACT:**

Phone: 505-847-2850  
 Email: general@pmsignsinc.com

**SUPPLIER LEGAL NOTICE RECIPIENT:**

PURCHASE ORDER			
PURCHASE ORDER NUMBER 000337	ROUTING CODE NXE99	REV	PAGE 1 of 2
<b>THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING LISTS, BOL, CARTONS &amp; CORRESPONDENCE RELATED TO THIS ORDER</b>			
<b>BUYER:</b> Francis Energy, LLC			
<b>SHIP TO:</b> Francis Energy Tulsa Warehouse 1660 N Mingo Road Suite A Tulsa, OK 74116			
<b>BILL TO:</b> Francis Energy, LLC accounting@francisenergy.com 15 East 5th Street, Suite 821 Tulsa, OK 74103			
<b>BUYER CONTACT:</b> Jordan Howard Phone: 918-236-1826 Email: jhoward@francisenergy.com			
<b>BUYER LEGAL NOTICE RECIPIENT:</b> Same as Buyer Contact unless otherwise noted below			

SPECIAL INSTRUCTIONS					
All state and federal DOT specs and compliance with respect to any signage are hereby assumed by Supplier in their entirety. Supplier represents and warrants that all signage and goods delivered pursuant to this purchase order shall comply with such specs					
<b>PO DATE</b> Nov 3, 2023		<b>REQUESTOR</b> Jeremy Howard			
RISK OF LOSS AND TRANSPORTATION					
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	Signs and Installation - Procurement of Signs and Installation DISTRIBUTION 1 FOR 1 Each PROJECT #: 230003 PROJECT NAME: OEV-00267: Chisum Travel Center  DISTRIBUTION 2 FOR 1 Each PROJECT #: 230004 PROJECT NAME: OEV-00268: Allsup's Ft. Sumner Store 2258  DISTRIBUTION 3 FOR 1 Each PROJECT #: 230005 PROJECT NAME: OEV-00269: Sierra Grande Travel Center	3.00	Each	3,589.02	10,767.06
2	Signs and Installation - Procurement of Signs and Installation DISTRIBUTION 1 FOR 1 Each	7.00	Each	3,589.00	25,123.00
<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>					<b>TOTAL</b> 35,890.06

# TERMS AND CONDITIONS OF PURCHASE ORDER

PLACEHOLDER



Exhibit A

202 E Broadway ~ PO Box 567  
 Mountainair, New Mexico 87036-0567  
 Office: 505-847-2850 Email: general@pmsignsinc.com  
 Duns# 78-658-2726 Federal ID # 85-0390735

GSA Contract #47QSMA19D08P0

GSD Contract #90-000-19-00039

HUBZone Contract #62015

**QUOTE NO: 483B**

Francis Energy  
 Joshua Burton  
 918-644-5113  
[jburton@francisenergy.com](mailto:jburton@francisenergy.com)

09/28/2023

Line No.	Unit Description	SIZE	Substrate	Price	No. of Units	Line Item Total
	<i>*all signs include UV/anti-graffiti protective film</i>					
						\$ -
1	EV Charging Station APPROACH; w/ DOT Logo, L/W	24"x32"	Alum	\$ 231.00	40	\$ 9,240.00
	½ MILE (QTY 20); Arrow R (QTY 10); Arrow L (QTY 10)					
						\$ -
2	POSTS (10' x 2 ¼ x 2 ¼)	10'		\$ 115.00	40	\$ 4,600.00
3	Anchors (3' x 2 ½ x 2 ½ @ \$12.00/LF)	3'		\$ 36.00	40	\$ 1,440.00
4	Hardware (4 per sign)	SET		\$ 6.00	80	\$ 480.00
5	Graffiti Film 11 per sign @ 5.50/SQ FT			\$ 5.50	240	\$ 1,320.00
						\$ -
						\$ -
						\$ -
	<b>OPTION B</b>					
	<b>MOBILIZATION for Installation:</b>					
						\$ -
6	Mountainair to Des Moines: ( 4 Sierra Rd)		per mile	\$12.00	290	\$ 3,480.00
	Trip 1- Installation 4 Sierra Grande Rd					
7	Mountainair to San Jon: (San Jon/Tucumcari)		per mile	\$12.00	187	\$ 2,244.00
	Trip 2- Installation 2369A State HWY 469, SAN JON					
	Trip 2- Installation 2300A S 1 <sup>st</sup> St, TUCUMCARI					
8	Mountainair to Fort Sumner:(Ft Sumner/Vaughn)		per mile	\$12.00	123	\$ 1,476.00
	Trip 3- Installation 343 Sumner Ave, FORT SUMNER					
	Trip 3- Installation 118 E. 8 <sup>th</sup> St, VAUGHN					
9	Mountainair to Artesia: (Roswell/Artesia)		per mile	\$12.00	202	\$ 2,424.00
	Trip 4- Installation 2517 W 2 Street, ROSWELL					
	Trip 4- Installation 1601 N 1 <sup>st</sup> St, ARTESIA					
10	Mountainair to Hobbs: (2810 N. Lovington Hwy)		per mile	\$12.00	277	\$ 3,324.00
	Trip 5- Installation 2810 N. Lovington Hwy Unit 1, HOBBS					
11	Mountainair to Alamogordo: (Alamogordo)		per mile	\$12.00	141	\$ 1,692.00
	Trip 6- Installation 820 B US-70, ALAMAGORDO					
12	Mountainair to Elephant Butte: (Elephant Butte)		per mile	\$12.00	134	\$ 1,608.00
	Trip 7- 106B Rock-Canyon Rd., ELEPHANT BUTTE					
						\$ -
						\$ -
						\$ -
						\$ -
						\$ 33,328.00

Total

\$ 35,890.06





**PATTISON METAL FAB, INC.**

701 North 15th Street  
Broken Arrow, OK 74012  
United States  
Phone: 918-251-9967  
Fax: 918-251-1439

**Invoice**

**Sold** Francis Energy  
**To:** 15 East 5th Street, Suite 821  
Tulsa, OK 74103  
United States

**Ship** Francis Energy  
**To:** 1660 N. Mingo Rd.  
Tulsa, OK 74116  
United States

<b>Invoice Number:</b> 45740	<b>Salesman:</b> Pattison Metal Fab
<b>Invoice Date:</b> 08/28/2023	<b>Terms:</b> Net 30 Days
<b>Customer:</b> FRANCIS	<b>Packing List:</b> 45740
<b>Order No:</b> 58387	<b>PO Number:</b> 000267

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Revision</u>	<u>Unit Price</u>	<u>Amount</u>
1	30	PIPE BOLLARD - 4" SCH 40 PIPE A500 GR B 6'00" LONG		\$121.75000 / EA	\$3,652.50
					<b>Sub-total:</b> <b>\$3,652.50</b>
					<b>Sales Tax:</b> <b>\$307.43</b>
					<b>Shipped Via Pickup:</b> <b>\$0.00</b>
					<b>Invoice Total:</b> <b>\$3,959.93</b>
					<b>Paid To Date:</b> <b>\$0.00</b>
					<b>Balance Due:</b> <b>\$3,959.93</b>

# 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	NB150SU0000000004	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](mailto: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](mailto:bdibuo@power-electronics.com)

**SHIP TO:**

United States Port  
 CIF Houston, TX Port  
 Francis Energy, LLC  
 Jordan Howard  
 918-236-1826  
[jhoward@francisenergy.com](mailto: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
<b>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</b>	NB150SU3005011010 1010000000000013	16	\$44,700.00	<b>\$715,200.00</b>
<b>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</b>	NB120SU2005011010 1010000000000013	4	\$31,150.00	<b>\$124,600.00</b>
<b>NB Commissioning</b>	N/A	20	\$850.00	<b>\$17,000.00</b>

*\*\*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

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**OFFER**                    **133692**

**REVISION**            **6**

Client                    Francis Energy  
Project                   Stand Alone – Stock PO013122002  
Location                USA

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Valencia, July 13<sup>th</sup>, 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](mailto:bdibuo@power-electronics.com)

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**DOCUMENT CHANGE RECORD**

<b>Revision</b>	<b>Date</b>	<b>Remarks</b>
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

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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	
<b>DC OUTPUT</b>	Power [kW]	120
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO <sup>[1]</sup>
	Maximum continuous current CCS [A]	200 A
	Peak current CCS [A] <sup>[2]</sup>	350 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
<b>AC INPUT FOR DC OUTPUT</b>	Power [kVA]	128
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
<b>GENERAL</b>	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance <sup>[4]</sup>
	Cable length [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization <sup>[3]</sup>	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	
<b>DC OUTPUT</b>	Power [kW]	150
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO <sup>[1]</sup>
	Maximum continuous current CCS [A]	300 A
	Peak current CCS [A] <sup>[2]</sup>	500 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
<b>AC INPUT FOR DC OUTPUT</b>	Power [kVA]	158
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
<b>GENERAL</b>	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 <sup>[3]</sup>	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 \$	<b>124,600.00 \$</b>
1.2	NB 150 (CCS 1 + CHAdeMO)	16	NB150SU3005	44,700.00 \$	<b>715,200.00 \$</b>
<b>TOTAL</b>					<b>839,800.00 \$</b>

[\*] 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 \$
<b>TOTAL</b>					<b>17,000.00 \$</b>

[\*] Availability to be agreed

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

### 3.2 TERMS OF SALE

<b>Prices</b>	Net – excluding Sales Taxes
<b>Payment</b>	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.
<b>FAT Test</b>	<b>Included (0.00 \$) – According Power Electronics protocol</b> 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)
<b>Warranty</b>	<b>Material Warranty</b> - 3 years according to warranty conditions of PE
<b>Service</b>	24 hours / day. 365 days /year
<b>Delivery time [*]</b>	To be confirmed
<b>Offer expiration</b>	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
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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](mailto: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](mailto:bdibuo@power-electronics.com)

**SHIP TO:**

United States Port  
 CIF Houston, TX Port  
 Francis Energy, LLC  
 Jordan Howard  
 918-236-1826  
[jhoward@francisenergy.com](mailto: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
<b>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</b>	NB150SU3005011010 1010000000000013	16	\$44,700.00	<b>\$715,200.00</b>
<b>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</b>	NB120SU2005011010 1010000000000013	4	\$31,150.00	<b>\$124,600.00</b>
<b>NB Commissioning</b>	N/A	20	\$850.00	<b>\$17,000.00</b>

**\*\*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
<b>Total</b>	<b>\$856,800.00</b>

*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 13<sup>th</sup>, 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](mailto:bdibu@power-electronics.com)

---

**DOCUMENT CHANGE RECORD**

<b>Revision</b>	<b>Date</b>	<b>Remarks</b>
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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	2.2 Power Electronics NB 150	7
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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	
<b>DC OUTPUT</b>	Power [kW]	120
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO <sup>[1]</sup>
	Maximum continuous current CCS [A]	200 A
	Peak current CCS [A] <sup>[2]</sup>	350 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
<b>AC INPUT FOR DC OUTPUT</b>	Power [kVA]	128
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
<b>GENERAL</b>	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance <sup>[4]</sup>
	Cable lenght [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization <sup>[3]</sup>	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	
<b>DC OUTPUT</b>	Power [kW]	150
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO <sup>[1]</sup>
	Maximum continuous current CCS [A]	300 A
	Peak current CCS [A] <sup>[2]</sup>	500 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
<b>AC INPUT FOR DC OUTPUT</b>	Power [kVA]	158
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
<b>GENERAL</b>	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 <sup>[3]</sup>	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 \$	<b>124,600.00 \$</b>
1.2	NB 150 (CCS 1 + CHAdeMO)	16	NB150SU3005	44,700.00 \$	<b>715,200.00 \$</b>
<b>TOTAL</b>					<b>839,800.00 \$</b>

[\*] 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 \$
<b>TOTAL</b>					<b>17,000.00 \$</b>

[\*] Availability to be agreed

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

### 3.2 TERMS OF SALE

<b>Prices</b>	Net – excluding Sales Taxes
<b>Payment</b>	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.
<b>FAT Test</b>	<b>Included (0.00 \$) – According Power Electronics protocol</b> 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)
<b>Warranty</b>	<b>Material Warranty</b> - 3 years according to warranty conditions of PE
<b>Service</b>	24 hours / day. 365 days /year
<b>Delivery time [*]</b>	To be confirmed
<b>Offer expiration</b>	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, 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**



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

SPECIAL INSTRUCTIONS					
Reference Quote No.: 133692 REV1; Dated 08/09/2023					
<b>PO DATE</b> Aug 9, 2023		<b>REQUESTOR</b>			
<b>RISK OF LOSS AND TRANSPORTATION</b> 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>					<b>TOTAL</b> 87,200.00

# TERMS AND CONDITIONS OF PURCHASE ORDER

PLACEHOLDER

**Power Electronics Warranty Extension prices**

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<b>OFFER</b>	<b>133692</b>	<b>REVISION</b>	<b>1</b>
Client	Francis		
Project	Stock PO013122002		
Location	USA		

---

Phoenix, August 9<sup>th</sup>, 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**

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

**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 5<sup>th</sup> year. If any additional extension is required from the 5<sup>th</sup> 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**

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<b>OFFER</b>	<b>133692</b>	<b>REVISION</b>	<b>1</b>
Client	Francis		
Project	Stock PO013122002		
Location	USA		

---

Phoenix, August 9<sup>th</sup>, 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**

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

**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 5<sup>th</sup> year. If any additional extension is required from the 5<sup>th</sup> 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.

# 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](mailto: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](mailto:bdibuo@power-electronics.com)

**SHIP TO:**

United States Port  
 CIF Houston, TX Port  
 Francis Energy, LLC  
 Jordan Howard  
 918-236-1826  
[jhoward@francisenergy.com](mailto: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
<b>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</b>	NB150SU3005011010 1010000000000013	16	\$44,700.00	<b>\$715,200.00</b>
<b>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</b>	NB120SU2005011010 1010000000000013	4	\$31,150.00	<b>\$124,600.00</b>
<b>NB Commissioning</b>	N/A	20	\$850.00	<b>\$17,000.00</b>

**\*\*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

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**OFFER**                    **133692**

**REVISION**        **6**

Client                    Francis Energy  
Project                   Stand Alone – Stock PO013122002  
Location                USA

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Valencia, July 13<sup>th</sup>, 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](mailto:bdibuo@power-electronics.com)

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**DOCUMENT CHANGE RECORD**

<b>Revision</b>	<b>Date</b>	<b>Remarks</b>
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

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This revision cancels last revision provided.

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**CONTENTS**

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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 <sup>[1]</sup>
	Maximum continuous current CCS [A]	200 A
	Peak current CCS [A] <sup>[2]</sup>	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 <sup>[4]</sup>
	Cable lenght [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization <sup>[3]</sup>	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	
<b>DC OUTPUT</b>	Power [kW]	150
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO <sup>[1]</sup>
	Maximum continuous current CCS [A]	300 A
	Peak current CCS [A] <sup>[2]</sup>	500 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
<b>AC INPUT FOR DC OUTPUT</b>	Power [kVA]	158
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
<b>GENERAL</b>	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 <sup>[3]</sup>	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 \$	<b>124,600.00 \$</b>
1.2	NB 150 (CCS 1 + CHAdeMO)	16	NB150SU3005	44,700.00 \$	<b>715,200.00 \$</b>
<b>TOTAL</b>					<b>839,800.00 \$</b>

[\*] 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 \$
<b>TOTAL</b>					<b>17,000.00 \$</b>

[\*] Availability to be agreed

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

### 3.2 TERMS OF SALE

<b>Prices</b>	Net – excluding Sales Taxes
<b>Payment</b>	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.
<b>FAT Test</b>	<b>Included (0.00 \$) – According Power Electronics protocol</b> 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)
<b>Warranty</b>	<b>Material Warranty</b> - 3 years according to warranty conditions of PE
<b>Service</b>	24 hours / day. 365 days /year
<b>Delivery time [*]</b>	To be confirmed
<b>Offer expiration</b>	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

# Invoice 9020340



Invoice Date	Due By	Amount
12/22/2022	1/6/2023	\$3,450.00
Customer Number		Terms
90330-P1		Net 15

## Shipment

Shipper	Pickup Date: 12/5/2022	Consignee	Delivery Date: 12/7/2022	
Francis Energy 1660 N Mingo Rd Suite A Tulsa, OK 74116 US +1 (918) 236-1826		Stonegate Self Storage 1350 S. 26th Street Artesia, NM 88210 US		
Qty	Type	Weight	Dimensions	Description
23	Pallet	18000 lbs	" x " x "	Charging Stations
Equipment Type		Service Type		
53' Dry Van		Full		
Special Instructions				

## References

<b>BOL</b>	60104125671
<b>Customer Reference</b>	SHIP-0024
<b>Customer Reference</b>	PROJECT ID(s): OEV-00241, OEV-00251, OEV-00254, OEV-00255, OEV-00256, OEV-00258,, OEV-00259
<b>PO</b>	000030

## Charges

Description	Amount
Line Haul	\$3,450.00
<b>Total Amount Due</b>	<b>\$3,450.00</b>

**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! Electronic check payments are free! To sign up today, please go to <https://epay.priority1inc.com> or contact [p1collections@priority1.com](mailto:p1collections@priority1.com) for more details. Credit Card payments are subject to a 2.5% convenience surcharge, which is not greater than Priority 1's cost of acceptance. Please provide explanation if remittance amount is different than invoice amount.

All claims must be filed within 7 days of shipment delivery date. If payment has already been made, please disregard this invoice.

BOI NO: 60104125671

**BILL OF LADING**

Carrier: ITP WESTERN EXPRESS INC,  
728760

**Shipper**

Pickup Date: 12/05/2022

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

**Destination Terminal**

Artesia, NM 88210  
Phone: P:

**Consignee**

Stonegate Self Storage  
1350 S. 26th Street  
Artesia, NM 88210

Customer Reference: SHIP-0024  
Customer Reference: PROJECT ID(s): OEV-00241, OEV-00251, OEV-00254, OEV-00255, OEV-00256, OEV-00258, OEV-00259

**3rd Party Bill To**

Priority 1 Inc.  
P.O. Box 398  
North Little Rock, AR 72115  
P: +1 (501) 371-9814

**Special instructions:**

Freight Terms:  Prepaid  Collect  3rd Party

Units	Type	Weight	Dimensions	HM	Item Description
23	Pallet	18,000 lbs			charging stations
23		18,000 lbs			Grand Totals

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 \_\_\_."

**Remit COD to:**

Collect \_\_\_\_\_ Prepaid \_\_\_\_\_ Customer check acceptable \_\_\_\_\_ 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

*[Signature]* 12-05-22

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

*[Signature]* 12-07-22

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.

Carrier: \_\_\_\_\_

## Jennifer Clagg

---

**From:** Jordan Howard  
**Sent:** Friday, December 30, 2022 12:48 PM  
**To:** Jennifer Clagg  
**Subject:** Re: Priority 1 Inv 9020340

Approved. Goes to PO #000030.



**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:** Thursday, December 29, 2022 8:53 AM  
**To:** Jordan Howard <jhoward@francisenergy.com>  
**Subject:** Priority 1 Inv 9020340

Needs approved



**Jennifer Clagg**  
Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821  
Tulsa, OK 74103  
[www.francisenergy.com](http://www.francisenergy.com)

**Rexel****INVOICE**

Customer Number	Invoice Number	Invoice Date	Total Due	Due Date
726458	S135266590.001	01/24/2023	8,333.01	02/23/2023

Rexel USA, Inc FEIN 20-5021845

**BILL TO ADDRESS**

FRANCIS ENERGY LLC  
1660 N. MINGO RD.  
STE. A  
TULSA, OK 74116-1538

**ORDER TYPE****SALES REP.**

Stephen Tyndall

**ORDER DATE**

12/06/2022

**UPS/FEDEX TRACKING#****SHIP TO ADDRESS**

FRANCIS ENERGY LLC  
1660 N. MINGO RD.  
STE. A  
TULSA, OK 74116-1538

**ORDERED BY**

Jordan Howard

**SALES ORDER****Branch Contact Information**

918-583-1212

METRO PARK EAST 2  
13655 E 61ST ST SOUTH  
BROKEN ARROW, OK 74012-1118

**DATE SHIPPED**

01/24/2023

**SHIP VIA**

DIRECT

**PO NUMBER**

000029

**REFERENCE**

Line	Customer/Rexel Part Number	PO Line #	Quantity Ordered	Quantity Shipped	UNIT PRICE/Per	EXT PRICE	TAX Y/N
1	ELMI CTB346M 400/600A 3P 4W 2 LINE & LOAD CT CABINET		4	4	1013.018/EA	4052.07	Y
2	ELMI DIRECT ITEM Copper Bussing		4	4	823.669/ea	3294.67	Y

**Rexel**

PO Box 766, Attn: Credit Department  
Addison, TX 75001-0766

FRANCIS ENERGY LLC  
1660 N. MINGO RD.  
STE. A  
TULSA, OK 74116-1538

**Send Payments To:**  
**REXEL**  
**P. O. BOX 840638**  
**DALLAS, TX**  
**75284-0638**

CREDIT DEPARTMENT 972 450 8575 Glenda.Mays@Rexelusa.com	SUBTOTAL STATE TAX COUNTY TAX CITY TAX OTHER TAX	7,346.74 330.60 26.96 268.16 0.00
Please consult the Rexel USA, Inc. Terms and Conditions of sale at the following: <a href="http://www.rexelusa.com/usr/termsAndconditions">http://www.rexelusa.com/usr/termsAndconditions</a>	TOTAL TAX SHIPPING & HANDLING PAYMENTS	625.72 360.55 0.00
<b>Total Amount Due</b>		<b>8,333.01</b>

Note: A late charge consistent with state law will be assessed on all past due balances.

**PAYMENT TERMS: Net 30 Days**

## Jennifer Clagg

---

**From:** Anthony Nichols  
**Sent:** Thursday, January 26, 2023 2:06 PM  
**To:** Jennifer Clagg  
**Subject:** Re: Rexel

Yes the 2nd listed part was installed inside each box.

Sent from my smartphone.

Anthony Nichols  
C: 918-849-9766  
Anichols@francisenergy.com

---

**From:** Jennifer Clagg <jclagg@francisenergy.com>  
**Sent:** Thursday, January 26, 2023 1:37:21 PM  
**To:** Anthony Nichols <ANichols@francisenergy.com>  
**Subject:** RE: Rexel

Both items received?

Invoice has total of 8 items packing list only has 4 – were all received? (didn't know if combined)

---

**From:** Anthony Nichols <ANichols@francisenergy.com>  
**Sent:** Thursday, January 26, 2023 9:15 AM  
**To:** Jennifer Clagg <jclagg@francisenergy.com>  
**Subject:** Re: Rexel

Yesterday are here. 3 already in New Mexico at jobsites to be installed.

Sent from my smartphone.

Anthony Nichols  
C: 918-849-9766  
[Anichols@francisenergy.com](mailto:Anichols@francisenergy.com)

---

**From:** Jennifer Clagg <jclagg@francisenergy.com>  
**Sent:** Thursday, January 26, 2023 9:05:32 AM  
**To:** Anthony Nichols <[ANichols@francisenergy.com](mailto:ANichols@francisenergy.com)>  
**Subject:** Rexel

Have these items on Invoice S132566590-001 been received?

If so please send copy of packing slip



**Jennifer Clagg**

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

[www.francisenergy.com](http://www.francisenergy.com)

**ROSWELL RENTAL INC.**

116 E College Blvd  
Roswell, NM 88201

575-622-5550 Phone  
575-627-7825 Fax

**Status: Completed**

Invoice #: 37295  
Invoice Date: Mon 9/25/2023  
Date Out: Mon 9/25/2023 11:20AM

Operator: CHRIS SPEAR

Customer #: 11899

TRAMMEL CHRISTOPHER

918-637-4257 Phone

1703 N BITCH ST  
Owasso, OK 74055

Qty	Key	Items Rented	Each	Status	Returned Date	Price
1	JACK HAMMER ELEC	ELECTRIC JACK HAMMER	\$71.00	Returned	Mon 9/25/2023 4:34PM	\$71.00
		2Hrs \$30.00 3Hrs \$45.00 4Hrs \$60.00 5Hrs \$75.00 6Hrs \$90.00 1day \$110.00 1week \$400.00 4weeks \$1,100.00				

**Payments made on this contract:**

Rental/Sale Paid \$84.22 Mon 9/25/2023 4:34PM Credit Card  
Total \$84.22

**Rental Contract**

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

I certify that I have read and agree to all terms of this contract.

Rental:	\$71.00
Damage Waiver:	\$7.10
Subtotal:	\$78.10
NM TAX:	\$6.12
Total:	\$84.22
Paid:	\$84.22
Amount Due:	\$0.00

Signature: \_\_\_\_\_

TRAMMEL CHRISTOPHER

THE SHERWIN WILLIAMS CO.  
1339 N GARNETT RD STE B  
TULSA OK 74116 9999



**SHERWIN-WILLIAMS.**

Visit [www.sherwin-williams.com](http://www.sherwin-williams.com)  
Store 727160  
(918) 437-3692  
Fax: (918) 437-3697  
JOB 1 FRANCIS SOLAR LLC

**CHARGE  
INVOICE  
No. 2746-5**

ACCOUNT: **7770-0905-1**

FRANCIS SOLAR LLC  
1924 E 6TH ST  
TULSA OK 74104 3242

PAGE 1 OF 1  
PO# 10-26 SHOP  
ORDER: OE0026502A727160  
DATE: 10/26/2022  
TIME: 08:36 AM  
2-4461  
E03/21282

**TERMS: NET PAYMENT DUE ON NOV. 20th**

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
8000-55931	5 GAL		PM 5712 SB AC TP W	20	26.79	535.80

Thank You  
receipt required for refund

**SUBTOTAL BEFORE TAX** 535.80  
**8.517% SALES TAX:1-377411600** 45.63  
**CHARGE** \$581.43

MERCHANDISE RECEIVED IN GOOD ORDER BY:

ANTHONY

**STORE HOURS**

SUNDAY: CLOSED  
MONDAY - FRIDAY: 7:00 AM - 5:00 PM  
SATURDAY: 7:00 AM - 1:00 PM

## Francis Accounting

---

**From:** Jeremy Howard  
**Sent:** Thursday, October 27, 2022 10:50 AM  
**To:** Francis Accounting; Jordan Howard  
**Subject:** RE: Daily Invoices - 7770-0905-1 - A/P

This purchase is Approved.

Jobs #'s are as follows:

1. OEV-00241
2. OEV-00249
3. OEV-00250
4. OEV-00251
5. OEV-00253
6. OEV-00254
7. OEV-00255
8. OEV-00256
9. OEV-00257
10. OEV-00258

Jeremy Howard

Jeremy Howard  
Construction Manager / Safety Coordinator

M: (903) 814-2571  
15 East 5th Street, Suite 821, Tulsa, OK 74103  
• [www.francisenergy.com](http://www.francisenergy.com)

-----Original Message-----

From: Francis Accounting <[accounting@francisenergy.com](mailto:accounting@francisenergy.com)>  
Sent: Thursday, October 27, 2022 7:39 AM  
To: Jordan Howard <[jhoward@francisenergy.com](mailto:jhoward@francisenergy.com)>; Jeremy Howard <[jjhoward@francisenergy.com](mailto:jjhoward@francisenergy.com)>  
Subject: FW: Daily Invoices - 7770-0905-1 - A/P

Please approve invoice/job#

-----Original Message-----

From: [customerfinancialservices28@sherwin.com](mailto:customerfinancialservices28@sherwin.com) <[customerfinancialservices28@sherwin.com](mailto:customerfinancialservices28@sherwin.com)>  
Sent: Thursday, October 27, 2022 5:27 AM  
To: Francis Accounting <[accounting@francisenergy.com](mailto:accounting@francisenergy.com)>

Subject: Daily Invoices - 7770-0905-1 - A/P

Attached is a PDF containing your Sherwin-Williams Invoices.

If you have any questions regarding your invoices, please contact customer service at 800-686-8384.

This email (including any attachments) is intended for use only by the individual(s) or entity(ies) to which it is addressed and contains information that is privileged, confidential and /or exempt from disclosure under applicable law.

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**Stonegate Self Storage**  
 1350 S. 26th Street  
 Artesia, NM 88210

**PAYMENT RECEIPT**

Account Number:  
 1033144

**Jordan C Howard**

15 E 5TH ST  
 STE 821  
 Tulsa, OK 74103  
 (870) 761-3895

RECEIPT ID	PAYMENT DATE	CHANGE DUE	AMOUNT
467400894	12/1/2022	\$0.00	\$580.00

Invoice	Item	Qty	Rate	Discount	Subtotal	Tax	Total	Paid
#116155	Unit #807 Rent Unit 807 - 12x25x0 (12/1/2022 - 12/31/2022)		\$185.00		\$185.00	\$0.00	\$185.00	\$185.00
#116155	Unit #903 Rent Unit 903 - 12x30x0 (12/1/2022 - 12/31/2022)		\$210.00		\$210.00	\$0.00	\$210.00	\$210.00
#116155	Unit #805 Rent Unit 805 - 12x25x0 (12/1/2022 - 12/31/2022)		\$185.00		\$185.00	\$0.00	\$185.00	\$185.00

Total Paid

Dec 01, 2022 11:45 AM      American Express \*\*\*\*3140      \$580.00

Unit #807 paid through 12/31/2022, Unit #903 paid through 12/31/2022, Unit #805 paid through 12/31/2022

.....  
 If you have any past due amounts for your storage unit(s), those balances will appear below.

**Stonegate Self Storage**  
 1350 S. 26th Street  
 Artesia, NM 88210

**PAYMENT RECEIPT**

Account Number:  
 1033144

**Jordan C Howard**

15 E 5TH ST  
 STE 821  
 Tulsa, OK 74103  
 (870) 761-3895

RECEIPT ID	PAYMENT DATE	CHANGE DUE	AMOUNT
465658119	11/29/2022	\$0.00	\$32.33

Invoice	Item	Qty	Rate	Discount	Subtotal	Tax	Total	Paid
#116087	Unit #807 Rent Unit 807 - 12x25x0 (11/29/2022 - 11/30/2022) - Prorated		\$12.33		\$12.33	\$0.00	\$12.33	\$12.33
#116087	ADMIN FEE Administrative Fee - Required At Move In		\$20.00		\$20.00	\$0.00	\$20.00	\$20.00

Total Paid

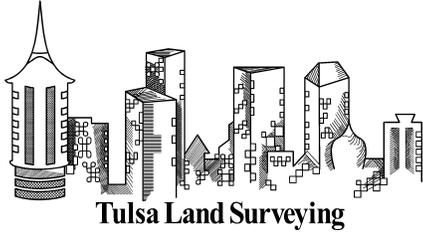
Nov 29, 2022 2:57 PM American Express \*\*\*\*3140 \$32.33

Unit #807 paid through 11/30/2022

.....

*If you have any past due amounts for your storage unit(s), those balances will appear below.*

# Invoice



PO Box 14276  
Tulsa, OK 74159  
918-794-6777  
info@tulsasurveying.com

**PAID**  
**11/14/2022**

Date	Invoice #
10/17/2022	5160
Terms	Due Date
net 20	11/6/2022

Bill To
Francis Energy 15 East 5th Street, Suite 821 Tulsa, OK 74103

Description	Amount
Job # 22-130 Project: Francis Energy - 2151 W 2nd St Roswell_NM Description: Completed Design Survey and Easements.	7,250.00
Thank you for your business.	Payments/Credits -\$7,250.00
	<b>Balance Due \$0.00</b>



1-800-295-5510

uline.com

PO Box 88741 • Chicago IL 60680-1741

INVOICE NO.

155944586

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 1 AB 049 1 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

CUSTOMER NO.	PURCHASE ORDER NO.	SHIP VIA	ORDER DATE	DATE SHIPPED	TERMS	INVOICE DATE
12243513	110122006	AVERITT EXP	11/02/22	11/02/22	NET 30 DAYS	11/02/22
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
ORDERED	U/M					
47	EA		H-4970F	5.5X36" SAFETY BOLLARD - FIXED	105.00	4935.00
1	EA		H-10122	PORTABLE POWER STATION THIS ITEM AT NO CHARGE	.00	.00

ORDER PLACED BY: JORDAN HOWARD

INTERNET /

SUB-TOTAL	SALES TAX	FRT/HNDLING	AMOUNT DUE
4935.00	420.31	401.87	5757.18

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

CUSTOMER NAME	CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	AMOUNT DUE
FRANCIS SOLAR LLC	12243513	155944586	11/02/22	5757.18

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

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

MAKE CHECK PAYABLE AND MAIL TO:

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



1224351301559445862211020005757180

NNNNN 01 02 013302 015083P

# 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](mailto: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



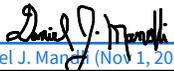
**SHIP TO:**

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

JOB	DELIVERY TERMS	PAYMENT TERMS			
2022 OEV Projects (Safety Bollards)	DDP - MOTOR FREIGHT	NET 30			
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL	
<b>HEAVY DUTY SAFETY BOLLARD - 5 1/2 X 36", FIXED</b>	H-4970F	77	\$105.00	<b>\$8,085.00</b>	
<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
<b>Total</b>	<b>\$9,175.47</b>

  
 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
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**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

Sep 29, 2023 at 11:35:53 AM  
208 N Sequoia Ave  
Roswell NM 88201  
United States



Francis Energy, Allsup's Roswell EVNM-00014 Project. View is facing north, at the northern boundary of Allsup's property, towards W. 3<sup>rd</sup> St. The road shown on the left (West) is N. Sycamore Ave. The eastern boundary, to the right of the picture, which is out of frame, is N. Sequoia (i.e. 208 N. Sequoia Ave.). The site address is 2515 W 2nd St., along the southern property boundary, which is behind you.



Close up of charger.



Power source for charging station. View is facing west at western property boundary along N. Sycamore.