

APPENDIX D-4

Beneficiary Eligible Mitigation Action Certification



Francis Energy, LLC: Allsup's Artesia EVNM-0017 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 Artesia EVNM-0017 Project
<b>Beneficiary's Project ID:</b>	NM-VW-20-18
<b>Funding Request No.</b>	<i>(sequential) 026</i>
<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 Artesia. The site is at 1601 N 1st St., Artesia, NM. The site has direct access to HWY 285 (1 <sup>st</sup> St.) and close to the intersection with HWY 82 (Main St.). The site is located along HWY 285 and Richey Ave., within the northern Artesia metropolitan area and provides a convenient location for local charging and transit charging alike.
<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.

**Describe how the Beneficiary will make documentation publicly available (5.2.7.2):**

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

**Describe any cost share requirement to be placed on each NO<sub>x</sub> source proposed to be mitigated (5.2.8):**

The total project cost is Three Hundred Seventeen Thousand, Twenty-Three dollars, and Forty-Three cents (\$317,023.43). Trust funding will provide the requested Seventy-Seven Thousand, Two Hundred Twenty-One dollars (\$77,221.00), approximately 24% of the final total project cost for the purchase and installation of the charging equipment. The remaining Two Hundred Thirty-Nine Thousand, Eight Hundred and Two dollars and Forty-Three cents (\$239,802.43) 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 Artesia, located in Eddy County. Eddy, Chavez, Roosevelt and Lea Counties lie within the Permian Basin, which is a major producer of oil and gas. In addition to the heavy presence of the oil and gas industry, there is also heavy truck traffic on the arterial highways throughout these counties. Eddy and Lea counties have had ozone design values within 95 percent of the ozone standard in the past. The current (2020-2022) ozone design value for Eddy is 0.077 ppm and for Lea is 0.066 ppm. 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: 9/11/2023

*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	4/20/2020
Project agreements signed.	10/2/2020
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	10/2/2020
Trustee Acknowledges Receipt of Project Certification and Funding Direction	Q3 2023
Trustee Allocates Share of State Funds for Approved Project	Q3 2023
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	Q2 2021
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Start	Q4 2020
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Complete	Q2 2023
Project Installations(s) – Start	Q4 2020
Project Installations(s) – Complete	5/9/23
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)	8/23/23
Lead Agency completes review and certifies payment direction to Trustee (Reimbursement)	Q3 2023
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	Q3 2023
Lead Agency Reports Project Completion	Q3 2023

**PROJECT BUDGET**

Period of Performance: 7.1.2020-6.30.2022				
Budget Category	Total Approved Budget	Share of Total Budget Funded by the Trust	Cost-Share, if applicable (Entity #1)	Cost-Share, if applicable (Entity #2)
1. Equipment Expenditure	\$317,023.43	\$77,221.00	\$239,802.43	\$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>\$317,023.43</b>	<b>\$77,221.00</b>	<b>\$239,802.43</b>	<b>\$0</b>
<b>Percentage</b>	<b>100%</b>	<b>24%</b>	<b>76%</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.

Invoice	Vendor	Description	Invoice Amount	Portion Charged to Artesia	Apportionment Calculation	Notes	Comment	Date	VW Reimbursement 25%	ARPA 75%
802210851	Power Electronics	4 Level II chargers; 16 fast chargers; 20 Commissioning; State & County Tax on chargers	\$128,520.00	\$14,771.33	Two chargers, two commissions, tax on two chargers	Invoice represents 15% of total cost (deposit) of 16 fast chargers, 4 Level II chargers, 20 commissioning, and tax	3-Year warranty included in price of charger	9/30/2022	\$3,692.83	\$11,078.50
802211258	Power Electronics	4 Level II chargers; 16 fast chargers; 20 Commissioning; State & County Tax on chargers	\$728,280.00	\$83,704.18	Two chargers, two commissions, tax on two chargers	Invoice represents 85% of total cost (balance) of 16 fast chargers, 4 Level II chargers, 20 commissioning, and tax	3-Year warranty included in price of charger	12/30/2022	\$20,926.05	\$62,778.14
9020340	Priority 1	Shipping for 23 pallets (Charging stations)	\$3,450.00	\$492.86	Invoice amount divided over 7 sites			12/22/2022	\$123.22	\$369.65
802310892	Power Electronics	4th and 5th Year extended warranty for 4 Level II chargers and 16 DCFC	\$87,200.00	\$9,400.00	Two chargers for 4th and 5th year (2 chargers * \$2,350 * 2 years = \$9,400)		For 2 extended warranties on 2 150 NB, 4th year cost is 4700, 5th year cost is 4700.	8/21/2023	\$2,350.00	\$7,050.00
33461168-001	Herc Rentals	Equipment rental	\$479.32	\$119.83	Invoice amount divided over 4 sites			1/25/2023	\$29.96	\$89.87
2746-5	Sherwin Williams	Traffic marking paint	\$581.43	\$58.14	Invoice amount divided over 10 sites			10/26/2022	\$14.54	\$43.61
4620395896	Hilti	Injectable Mortar (epoxy for setting chargers and bollards)	\$539.38	\$24.90	Apportionment derived by Francis Energy	Invoice is for 12 units of adhesive anchor, however attached 11/28/22 e-mail instructs to spread cost over 17 sites.	Total for both invoices from Hilti \$539.38 + 432.39 = \$971.77 divided by 17 sites =- \$57.16. Francis apportionment values result in the same value, only calculated differently. (i.e. \$24.90 + \$32.27 = \$57.16). See attached AP Voucher from W Energy	11/18/2022	\$6.23	\$18.68
4620395897	Hilti	Injectable Mortar (epoxy for setting chargers and bollards)	\$432.39	\$32.27	Apportionment derived by Francis Energy	Invoice is for 13 units of adhesive anchor, however attached 11/28/22 e-mail instructs to spread cost over 17 sites.	Total for both invoices from Hilti = \$971.77 divided by 17 sites =- \$57.16. Francis apportionment values differ from NMED values, but come out the same in the end. See attached AP Voucher from W Energy	11/18/2022	\$8.07	\$24.20

155944586	Uline	Heavy Duty Safety Bollards	\$5,757.18	\$612.47	Amount divided by 47 bollards and multiplied by 5 bollards required for Artesia			11/2/2022	\$153.12	\$459.35
47557	Frederick Sommers & Western - A Sign Company	Vinyl Decals	1,269.65	\$141.07	Amount divided by 18 decals and multiplied by two chargers	Same invoice is divided across two different lines: 22 and 32. When two different amounts to be charged to Artesia are combined, it is the correct amount. (\$11.07 + \$130 = \$141.07)	The reason it was not combined into one line is because the portions went to Different CIP accounts. But we can combine them moving forward.	11/29/2022	\$35.27	\$105.80
S135266590.001	Rexel	Current Transformer Cabinet and Copper Bussing	\$8,333.01	\$2,083.25	Amount divided by 4 cabinets	Same invoice is divided across three separate lines: 27, 28, 29. When three different amounts to be charged to Artesia are combined, it is the correct amount (\$1,013.02 + \$823.67 + \$246.56 = \$2,083.25)	Should be combined into one line.	1/24/2023	\$520.81	\$1,562.44
451535	Design Ready Controls Inc	600A Panel and shipping crate	\$6,214.43	\$6,214.43				10/17/2022	\$1,553.61	\$4,660.82
5159	Tulsa Land Surveying	Design Survey and Easements	\$7,250.00	\$7,250.00				10/17/2022	\$1,812.50	\$5,437.50
61651	Coonrod Electric Co.	Subcontractor	35,025.84	35,025.84	Part 1 of 2 invoices for subcontractor including tax	This portion of the install is complete. The rest of the project will be completed next week.		1/24/2023	\$8,756.46	\$26,269.38
62038	Coonrod Electric Co.	Subcontractor	\$52,538.75	\$52,538.75	Part 2 of 2 invoices for subcontractor including tax	Work has been completed and chargers are commissioned		2/15/2023	\$13,134.69	\$39,404.06
6750	Cyntergy	Construction Documents	2,985.00	2,985.00				10/24/2022	\$746.25	\$2,238.75
			\$1,068,856.38	\$215,454.32					\$53,863.58	\$161,590.74
		Overhead costs (e.g. per diem, salary, travel etc.)	\$317,023.43 (total project cost) - \$215,454.32 (invoices) = \$101,569.11	\$101,569.11					\$25,392.28	



Transaction Detail

Company	Fiscal Year	Fiscal Period	Account Code	Account Description	Functional Amount	Accounting Date	Cost Center	Cost Center Name	Journal	Line Comment	Total Cost	VW Share	ARPA Share	Receipt	
1200 - Francis Energy, LLC	2022	12	1500-13000	CP- EQUIPMENT RENTALS	184.24	11/30/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	CLIFFORD POWER - Jordan Howard	\$ 736.96	\$ 184.24	\$ 552.72		
1200 - Francis Energy, LLC	2022	12	1500-13000	CP- EQUIPMENT RENTALS	102.00	11/30/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	BUILD A SIGN - Jordan Howard	\$ 408.20	\$ 102.00	\$ 306.15		
1200 - Francis Energy, LLC	2022	12	1500-13000	CP- EQUIPMENT RENTALS	24	11/30/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	STONEGATE SELF STORAGE - Jordan Howard	\$ 136.00	\$ 34.00	\$ 102.00		
1200 - Francis Energy, LLC	2022	12	1500-13000	CP- EQUIPMENT RENTALS	83	11/31/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	STONEGATE SELF STORAGE - Jordan C. Howard - v	\$ 328.00	\$ 82.00	\$ 246.00		
1200 - Francis Energy, LLC	2022	12	1500-13000	CP- EQUIPMENT RENTALS	83	12/31/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	STONEGATE SELF STORAGE - Jordan C. Howard - v	\$ 332.00	\$ 83.00	\$ 249.00		
1200 - Francis Energy, LLC	2022	12	1500-13000	CP- EQUIPMENT RENTALS	773.16	12/31/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	COGS to FA/R&M Expense Reclass	\$ 2,319.48	\$ 579.87	\$ 1,739.61		
1200 - Francis Energy, LLC	2023	1	1500-13000	CP- EQUIPMENT RENTALS	119.83	01/25/2023	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	HERC Rentals - 461168-001	\$ 119.83	\$ 29.96	\$ 89.87	xx	
1200 - Francis Energy, LLC	2022	12	1500-14000	CP- LABOR	220.00	12/16/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Per Diem Meals	\$ 4,400.00	\$ 1,100.00	\$ 3,300.00		
1200 - Francis Energy, LLC	2022	12	1500-14000	CP- LABOR	1,334.00	12/16/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Direct Labor Cost	\$ 26,680.00	\$ 6,670.00	\$ 20,010.00		
1200 - Francis Energy, LLC	2022	11	1500-14000	CP- LABOR	62.86	11/30/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	11.2022 Payroll Accrual	\$ 1,257.20	\$ 314.30	\$ 942.90		
1200 - Francis Energy, LLC	2022	11	1500-14000	CP- LABOR	381.14	11/30/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	11.2022 Payroll Accrual	\$ 7,622.80	\$ 1,905.70	\$ 5,717.10		
1200 - Francis Energy, LLC	2023	2	1500-14000	CP- LABOR	843.75	02/10/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Direct Labor Cost	\$ 16,875.00	\$ 4,218.75	\$ 12,656.25		
1200 - Francis Energy, LLC	2023	2	1500-14000	CP- LABOR	101.25	02/10/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Direct Labor Cost	\$ 2,025.00	\$ 506.25	\$ 1,518.75		
1200 - Francis Energy, LLC	2023	2	1500-14000	CP- LABOR	72.32	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	2023.01 Payroll Accrual	\$ 3,446.40	\$ 861.60	\$ 1,084.80		
1200 - Francis Energy, LLC	2023	2	1500-14000	CP- LABOR	602.61	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	2023.01 Payroll Accrual	\$ 12,053.40	\$ 3,013.35	\$ 9,040.05		
1200 - Francis Energy, LLC	2023	2	1500-14000	CP- LABOR	499.69	01/24/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Direct Labor Cost	\$ 9,992.00	\$ 2,498.00	\$ 7,494.00		
1200 - Francis Energy, LLC	2022	10	1500-15000	CP- MATERIALS	18.14	10/26/2022	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	Sherrill Williams - Invoice 2746-5	\$ 58.14	\$ 14.54	\$ 43.61	xx	
1200 - Francis Energy, LLC	2022	11	1500-15000	CP- MATERIALS	612.47	11/02/2022	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	Unlime - Invoice 15594586	\$ 612.47	\$ 153.12	\$ 459.35	xx	
1200 - Francis Energy, LLC	2022	11	1500-15000	CP- MATERIALS	32.27	11/18/2022	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	HINI - 4620395897	\$ 32.27	\$ 8.07	\$ 24.20	xx	
1200 - Francis Energy, LLC	2022	11	1500-15000	CP- MATERIALS	24.90	11/18/2022	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	HINI - 4620395896	\$ 24.90	\$ 6.23	\$ 18.68	xx	
1200 - Francis Energy, LLC	2022	11	1500-15000	CP- MATERIALS	11.07	11/29/2022	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	Frederick, Sommers & Western - Invoice 47557	\$ 11.07	\$ 2.77	\$ 8.30	xx	
1200 - Francis Energy, LLC	2022	12	1500-15000	CP- MATERIALS	492.86	12/22/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Construction Materials	\$ 492.86	\$ 123.22	\$ 369.65		
1200 - Francis Energy, LLC	2022	12	1500-15000	CP- MATERIALS	6,214.43	12/31/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Design ready Controls 451535 - Electrical Parts. Leading electrical distribution panel	\$ 6,214.43	\$ 1,553.61	\$ 4,660.82	xx	
1200 - Francis Energy, LLC	2023	1	1500-15000	CP- MATERIALS	88.34	01/20/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Small Part Inventory	\$ 88.34	\$ 22.09	\$ 66.26		
1200 - Francis Energy, LLC	2022	12	1500-15000	CP- MATERIALS	57.68	11/31/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	COGS to FA/R&M Expense Reclass	\$ 57.68	\$ 14.42	\$ 43.26		
1200 - Francis Energy, LLC	2023	1	1500-15000	CP- MATERIALS	1,013.02	01/24/2023	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	Revel - Invoice S135266590-001	\$ 1,013.02	\$ 253.26	\$ 759.77	xx	
1200 - Francis Energy, LLC	2023	1	1500-15000	CP- MATERIALS	823.67	01/24/2023	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	Revel - Invoice S135266590-001	\$ 823.67	\$ 205.92	\$ 617.75	xx	
1200 - Francis Energy, LLC	2023	1	1500-15000	CP- MATERIALS	246.56	01/24/2023	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	Revel - Invoice S135266590-001-578F	\$ 246.56	\$ 61.64	\$ 184.92	xx	
1200 - Francis Energy, LLC	2022	10	1500-19000	CP- SUBCONTRACTOR	7,250.00	10/17/2022	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	Tyda Land Surveying, LLC - Invoice 5159	\$ 7,250.00	\$ 1,812.50	\$ 5,437.50	xx	
1200 - Francis Energy, LLC	2022	10	1500-19000	CP- SUBCONTRACTOR	2,985.00	10/25/2022	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	Cynergy - Invoice 6750	\$ 2,985.00	\$ 746.25	\$ 2,238.75	xx	
1200 - Francis Energy, LLC	2022	11	1500-19000	CP- SUBCONTRACTOR	130.00	11/29/2022	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	Frederick, Sommers & Western - Invoice 47557	\$ 130.00	\$ 32.50	\$ 97.50	xx	
1200 - Francis Energy, LLC	2023	1	1500-19000	CP- SUBCONTRACTOR	35,025.84	01/24/2023	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	PO # 11522001 (Invoice # 61651)	\$ 35,025.84	\$ 8,756.46	\$ 26,269.38	xx	
1200 - Francis Energy, LLC	2023	2	1500-19000	CP- SUBCONTRACTOR	52,538.75	02/28/2023	0EV-00255	Allsup's Artesia Store (102223) NM	AP Invoice	Cooroad Electric Co., LLC - 161651 (Invoice # 62038)	\$ 52,538.75	\$ 13,134.69	\$ 39,404.06	xx	
1200 - Francis Energy, LLC	2022	12	1500-17000	CP- TRAVEL	79.41	12/31/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	COGS to FA/R&M Expense Reclass	\$ 397.05	\$ 99.26	\$ 297.79		
1200 - Francis Energy, LLC	2022	12	1500-17000	CP- TRAVEL	97.05	12/31/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	COGS to FA/R&M Expense Reclass	\$ 485.15	\$ 121.29	\$ 363.86		
1200 - Francis Energy, LLC	2022	12	1500-17000	CP- TRAVEL	83.85	12/31/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	COGS to FA/R&M Expense Reclass	\$ 419.25	\$ 104.81	\$ 314.44		
1200 - Francis Energy, LLC	2022	12	1500-17000	CP- TRAVEL	125	12/31/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	COGS to FA/R&M Expense Reclass	\$ 625.00	\$ 156.25	\$ 468.75		
1200 - Francis Energy, LLC	2022	12	1500-17000	CP- TRAVEL	137.04	12/31/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	COGS to FA/R&M Expense Reclass	\$ 685.20	\$ 171.30	\$ 513.90		
1200 - Francis Energy, LLC	2022	12	1500-17000	CP- TRAVEL	139.83	12/31/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	COGS to FA/R&M Expense Reclass	\$ 699.15	\$ 174.79	\$ 524.36		
1200 - Francis Energy, LLC	2022	12	1500-17000	CP- TRAVEL	125.16	12/31/2022	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	COGS to FA/R&M Expense Reclass	\$ 625.90	\$ 156.48	\$ 469.43		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	230.09	01/10/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Per Diem Meals	\$ 1,100.00	\$ 275.00	\$ 825.00		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	236.89	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Quilpro - Ammerman, Michael	\$ 684.45	\$ 171.11	\$ 513.34		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	100.72	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Deer - Ammerman, Michael	\$ 503.60	\$ 125.90	\$ 377.70		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	125	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	To A - Ammerman, Michael	\$ 625.00	\$ 156.25	\$ 468.75		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	95.53	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Love's - Ammerman, Michael	\$ 477.65	\$ 119.41	\$ 358.24		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	127.39	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Love's - Ammerman, Michael	\$ 636.95	\$ 159.24	\$ 477.71		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	157.14	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	2023.01 Payroll Accrual	\$ 785.70	\$ 196.43	\$ 589.28		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	163.48	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	Reclass from COGS to CIP	\$ 817.40	\$ 204.35	\$ 613.05		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	73.76	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	ALLSUP PETRO 223-STORE - Jeremy Howard	\$ 368.80	\$ 92.20	\$ 276.60		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	18.05	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	PHILLIPS 66-CONOCO-76 GAS - Jeremy Howard	\$ 90.25	\$ 22.56	\$ 67.69		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	28	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	LAZ PARKING 960100 AMANO - Jeremy Howard	\$ 140.00	\$ 35.00	\$ 105.00		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	62.58	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	PECOS RIVER CAFE - Jeremy Howard	\$ 312.90	\$ 78.23	\$ 234.68		
1200 - Francis Energy, LLC	2023	1	1500-17000	CP- TRAVEL	30	01/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	AMERICAN BURINES - Jeremy Howard	\$ 150.00	\$ 37.50	\$ 112.50		
1200 - Francis Energy, LLC	2023	2	1500-17000	CP- TRAVEL	460.3	02/01/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	AMERICAN BURINES - Jeremy Howard	\$ 2,304.00	\$ 576.00	\$ 1,728.00		
1200 - Francis Energy, LLC	2023	3	1500-17000	CP- TRAVEL	108.5	03/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	HOLIDAY INN-ROSWELL - Jeremy Howard	\$ 542.50	\$ 135.63	\$ 406.88		
1200 - Francis Energy, LLC	2023	3	1500-17000	CP- TRAVEL	86.1	03/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	BUDGET RENT A CAR - Jeremy Howard	\$ 430.50	\$ 107.63	\$ 322.88		
1200 - Francis Energy, LLC	2023	3	1500-17000	CP- TRAVEL	43.07	03/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	THE ITALIAN KITCHEN DFW AIRPORT - Jeremy Howard	\$ 215.35	\$ 53.84	\$ 161.51		
1200 - Francis Energy, LLC	2023	3	1500-17000	CP- TRAVEL	10.33	03/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	DDO-NEW MEXICO - Jeremy Howard	\$ 51.65	\$ 12.91	\$ 38.74		
1200 - Francis Energy, LLC	2023	3	1500-17000	CP- TRAVEL	14.54	03/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	TULSA AIRPORTS IMPROVEMENT TRUST - Jeremy Howard	\$ 72.70	\$ 18.18	\$ 54.53		
1200 - Francis Energy, LLC	2023	3	1500-17000	CP- TRAVEL	14.34	03/31/2023	0EV-00255	Allsup's Artesia Store (102223) NM	Journal Entry	DFW E-ARTELITE - Jeremy Howard	\$ 71.70	\$ 17.93	\$ 53.78		
From Power Electronics - Chargers worksheet											\$ 98,968.36	\$ 24,742.09	\$ 74,226.27	xx	See Power Electronics - Chargers Tab
New Invoice from Power Electronics - Extended Warranty - See Chargers Worksheet											\$ 9,400.00	\$ 2,350.00	\$ 7,050.00	xx	See Power Electronics - Chargers Tab
Total											\$ 317,023.43	\$ 79,255.86	\$		

EV Charger Cost Breakdown with Invoices				
		<b>Charge for 2 Units</b>	<b>Charge for 1 Unit</b>	85%
	Charger + reader (2,240)	\$89,400.00	\$44,700.00	\$37,995.00
	sales Tax (6.25% +2.00%)	\$7,375.50	\$3,687.75	\$3,134.59
	Commission	\$1,700.00	\$850.00	\$722.50
Priority1	Shipping	\$492.86		\$41,852.09
	<b>Total</b>	<b>\$98,968.36</b>	49,237.75	
<b>New</b>	4th Year Extended Warranty	\$4,700.00	\$2,350.00	Invoice 802310892
<b>New</b>	5th Year Extended Warranty	\$4,700.00	\$2,350.00	Invoice 802310892
		\$9,400.00		

**Confirmed that the PO used for purchases of this project is 71522002 - Below**

	A	B	C	D	E	
1	Power					
2	Serial Number	Type	Voltage	Size (kW)	Model	
5	31614049	NB 150	480/277V	150 kW	NB150SU0000000004	RFID
10	31614048	NB 150	480/277V	150 kW	NB150SU0000000004	RFID
23						

Invoice		15%	Invoice			
802211258	6,705.00		802210851			
<i>Rate on All Invoices</i>	553.16		<i>Rate on All Invoices</i>			
802211258	127.50		802210851			
	\$7,385.66					
Invoice Date 8/21/2023						
Invoice Date 8/21/2023						

**W shows the 3-year warranty included in \$44,700 price**

F	G	H	I	J	K
<b>Electronics</b>					
Payment Hardware	Warranty Length	Purchase Price	PO #	Assigned Project	Date Received
Only	3-Year	\$44,700.00	71522002	OEV-00255	11/8/2022
Only	3-Year	\$44,700.00	71522002	OEV-00255	11/8/2022



Neal Butt  
525 Camino De Los Marquez Suite 18  
[neal.butt@env.nm.gov](mailto:neal.butt@env.nm.gov)

RE: Reimbursement request Allsup's Artesa # EVNM-00017 under NM-VW-20-18 Project Agreement

Dear Mr. Butt:

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

Sincerely,

A handwritten signature in black ink, appearing to read "DJ", with a long horizontal line extending to the right and a large loop underneath.

David Jankowsky  
CEO  
Francis Energy, LLC

# 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
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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
<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

*Seth Christ*

Seth Christ - Senior VP of Operations

*David Jankowsky*  
 David Jankowsky - Founder & President

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<b>OFFER</b>	<b>133692</b>	<b>REVISION</b>	<b>6</b>
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	
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 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	
DC OUTPUT	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
AC INPUT FOR DC OUTPUT	Power [kVA]	158
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance
	Cable 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 [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	NB150SU0000000004	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

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<b>OFFER</b>	<b>133692</b>	<b>REVISION</b>	<b>6</b>
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  
[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	
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 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	
DC OUTPUT	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
AC INPUT FOR DC OUTPUT	Power [kVA]	158
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance
	Cable 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 [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 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

<b>1-30</b>	\$0.00
<b>31-60</b>	\$0.00
<b>61-90</b>	\$0.00
<b>90+</b>	\$0.00
<b>Remit To:</b>	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.

BO# NO: 60104125671

<b>BILL OF LADING</b>		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			
Stonegate Self Storage 1350 S. 26th Street Artesia, NM 88210		Artesia, NM 88210 Phone: P:			
		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: <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect <input checked="" type="checkbox"/> 3rd Party					
Units	Type	Weight	Dimensions	HM	Item Description
23	Pallet	18,000 lbs			charging stations
23		18,000 lbs			Grand Totals
<small>Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding ____ per ____."</small>					
Remit COD to:					
Collect _____ 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: _____ <input checked="" type="checkbox"/> by Shipper _____ by Driver		Freight Counted: _____ <input checked="" type="checkbox"/> 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 <i>[Signature]</i> 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 <i>[Signature]</i> 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)

# 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**

---

<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>

---

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

**Offer:** 133692  
**Checked by:** Brandon DiBuo

**CONDITIONS:**

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

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

In the event that a warranty extension is required:

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

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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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## 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	
DC OUTPUT	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
AC INPUT FOR DC OUTPUT	Power [kVA]	158
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen RFID card reader E-stop pushbutton
	Protections	Isolation Monitoring DC charge: MCB
	Others	Smart Fleet Management Smart Power Balance
	Cable lenght [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization <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



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

PO #	RES/QUOTE #	CUSTOMER #	SALES REP				
NEED PO/UPDATE ADDRESS	54794354	2947631	HOUSE ACCOUNT				
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY				
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	7.70 45.00

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)

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**

PAGE 1 OF 1  
PO# 10-26 SHOP  
ORDER: OE0026502A727160  
DATE: 10/26/2022  
TIME: 08:36 AM  
2-4461  
E03/21282

FRANCIS SOLAR LLC  
1924 E 6TH ST  
TULSA OK 74104 3242

**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.

If you are not intended recipient or the person responsible for delivering this email to the intended recipient, you are hereby notified that any disclosure, distribution or copying of, or the taking of any action in reliance upon, any information contained herein is strictly prohibited.

If you have received this email in error, please notify us immediately by replying to this message and deleting it from your computer.



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 4620395896**

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:** 584541573      **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 584406063.

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due	*
<b>SHIPMENT NUMBER: 345995634</b>						
2334274	INJECTABLE MORTAR HY 200-A V3 330/1/WH	12 EA	12 EA	51.54	618.48	A
3588413	TOOL TRADE-IN INCENTIVE \$75	2 EA	2 EA	51.54	-150.00	
					Items Total	468.48
					Freight	31.00
					Total net value	499.48
					Total Tax	39.90
					<b>Total amount</b>	<b>USD 539.38</b>

Taxes: State: OK 4.5 % \$ 21.09 County: 0.367 % \$ 1.72 City: 3.65 % \$ 17.09

\* 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 4620395896**

Customer account	Invoice	Invoice date	Prepayment	Amount due (USD)	Payment enclosed
23279127	4620395896	11/18/2022		\$539.38	

**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**



0 23279127 4620395896 11182022 0000053938

## 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)

**Vendor \*** 5116 Hilti

**Invoice Number \*** 4620395896

**Purchase Orders** Number

**Invoice Type \*** AP TRADE

**Invoice Date \*** 11/18/2022

**Activity Date \*** 11/18/2022

**Invoice Total \*** 539.38

**GL Distribution Total** 539.38

**Variance** 0.00

**Received Date**

**Discount Due Date** **Default to Discount Term**

**Discount Available**

**Discount Taken**

**Payment Type \*** Check **Default to Vendor**

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

**Invoice Due \*** 11/18/2022 **Default to Invoice Term**

**Remittance Comment**

**Single Pay**

### GL Distributions

Number	Account Code	Account Descrip...	Matched	Taxable	Ignore Taxes	Activity Date	Amount	Quantity	UOM	Cost Center	AFE Number	Division Order N...
1	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/18/2022	24.90			OEV-00255		
2	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/18/2022	57.17			OEV-00256		
3	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/18/2022	57.17			OEV-00257		
4	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/18/2022	57.17			OEV-00258		
5	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/18/2022	57.17			OEV-00259		
6	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/18/2022	57.16			F.00260	220002	
7	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/18/2022	57.16			F.00261	220003	
8	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/18/2022	57.16			F.00262	220005	
9	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/22/2022	57.16			F.00263	220006	
10	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11/22/2022	57.16			F.00264	220007	



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

**INVOICE 4620395897**

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

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

**Total amount USD 432.39**

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

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

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

**Vendor \*** 5116 Hilti

**Invoice Number \*** 4620395897

**Purchase Orders** Number

**Invoice Type \*** AP TRADE ▼

**Invoice Date \*** 11/21/2022

**Activity Date \*** 11/21/2022

**Invoice Total \*** 432.39

**GL Distribution Total** 432.39

**Variance** 0.00

**Received Date**

**Discount Due Date**  **Default to Discount Term**

**Discount Available**

**Discount Taken**

**Payment Type \*** Check **Default to Vendor**

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

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

**Remittance Comment**

**Single Pay**

### GL Distributions

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



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



MAKE CHECK PAYABLE AND MAIL TO:

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

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

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



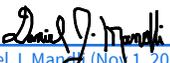
**SHIP TO:**

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

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

**NOTE:**  
 ATTENTION: JORDAN HOWARD

# Uline SHOP-0001 (Bollards) PO #110122006

Final Audit Report

2022-11-01

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

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

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



# INVOICE

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! 



# 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



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:		
<b>REXEL</b>		
<b>P. O. BOX 840638</b>		
<b>DALLAS, TX</b>		
<b>75284-0638</b>		
CREDIT DEPARTMENT	SUBTOTAL	7,346.74
972 450 8575	STATE TAX	330.60
Glenda.Mays@Rexelusa.com	COUNTY TAX	26.96
	CITY TAX	268.16
	OTHER TAX	0.00
	TOTAL TAX	625.72
	SHIPPING & HANDLING	360.55
	PAYMENTS	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)



### 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. 451535

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

**451535**

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

Invoice Date	Due Date	Terms	Salesperson	Tracking Number
10/17/2022	11/16/2022	N30		279152051206

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	<b>MB-PROTOTYPE</b> FRANEN-000010	F		5,665.43000	\$5,665.43
RMA		Shipment 448593	Our Order 452270	Your Order 072822001		

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

Invoice Sub-total	\$5,665.43
Freight	\$159.50
Tax	\$389.50
<b>Invoice Total</b>	<b>\$6,214.43</b>

# 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
Crate for 600A/800A Panel - Shipping crate for 600A/800A panel (one per job) - (55" H x 50" W x 28" D)	N/A	100	\$154.85	\$15,485.00
<b>B-Francis 600A Panel</b>	N/A	100	\$5,305.43	\$530,543.00
PANEL DETAILS				
• Wall mount enclosure with 3mm double-bit lock: 48" H x 32" W x 12" D (35kA Type 3R)		1		
• 600A Main breaker		1		
• 250A breakers		2		
• 100A breakers		1		
• 30A breaker for surge protector		1		
• Surge protector		1		
• Rotary handle		1		
• Panel Assemblies, Labor, and All Commodities		1		

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

Sub Total	\$546,028.00
Tax	TBD
Shipping	\$0.00
<b>Total</b>	<b>\$546,028.00</b>

*Seth Christ*

Seth Christ - Senior VP of Operations

[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 (<b>one per job</b>) - (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@designreadycontr  
ols.com

*Jake Kranz*  
Senior Account Manager  
jake.kranz@designreadycon  
trols.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 it's PO has accepted the conditional acknowledgement of PO and these Terms and Conditions. Purchaser must cancel any PO within 24 hours of this conditional acknowledgement 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 affect. 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 Buyers order is made only on the expressed understanding and condition that insofar as the terms and conditions of this acknowledgment, conflict with any terms and conditions of Buyer's PO, the terms and conditions of this document shall govern irrespective of whether the Buyer accepts these conditions by a written acknowledgment, by implication or acceptance and payment of goods hereunder. Seller's failure to object to provisions contained in any communications from Buyer shall not be deemed a waiver of the provisions of this document.
3. Applicable incoming and outgoing shipping charges, taxes, and handling are not included unless specifically indicated in the purchase order. Payment terms are: 0.5% discount, NET 10 days from date of shipment or optional NET 30 days from date of shipment without discount. DRC reserves the right to invoice on finished goods if customer holds delivery beyond scheduled shipping date. DRC reserves the right to invoice on partial shipments. DRC will impose a late charge equal to 1.5% of the amount of the payment per month if not paid within 30 days after receipt of the invoice. All expenses of collection shall be paid by Buyer, including costs and reasonable attorney's fees.
4. In addition to the prices stated herein, Buyer shall reimburse DRC for any excise, sales or use taxes incident to this transaction for which DRC may be liable or which we are compelled to collect.
5. Prices may be adjusted to reflect change in commodities and manufacturing cost. Quotes are valid for 30 days.
6. Unless specifically stated to the contrary, quotations are made and orders are accepted, through electronic communication including e-mail or otherwise, for delivery as fast as manufacturing production will permit, and a commercially reasonable effort will be made to fill orders within the time promised, but DRC does not assume responsibility for any damages due to delays.

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

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

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

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

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

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

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

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

## 18765

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

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

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

Final Audit Report

2022-08-10

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

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

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

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

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

 Agreement completed.

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

# Invoice



PO Box 14276  
Tulsa, OK 74159  
918-794-6777  
info@tulsasurveying.com

Date	Invoice #
10/17/2022	5159
Terms	Due Date
net 20	11/6/2022

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

Description	Amount
Job # 22-129 Project: Francis Energy - 1600 N 1st St., Artesia, NM. Description: Completed Design Survey and Easements. <i>OW-255</i>  <i>PO# 091222003</i>	7,250.00

Thank you for your business.

Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$7,250.00</b>

# 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.** 091222003  
**DATE** 9/12/22  
**PROJECT ID** OEV-00255  
**REF. QUOTE NO.** Artesia, NM

**TO:**

Golden Field Services, Inc.  
10830 E. 45th Street, Suite 405  
Tulsa, OK 74143  
Jerry Jeffries  
918-610-0014  
[jljeffries@goldenfieldservices.com](mailto:jljeffries@goldenfieldservices.com)

**SITE ADDRESS:**

Allsup's Store 102223  
1600 N 1st St  
Artesia, NM 88210  
Jordan Howard  
918-236-1826  
[jhoward@francisenergy.com](mailto:jhoward@francisenergy.com)

JOB	PAYMENT TERMS
Allsup's Artesia Store 102223 (Land Survey)	NET 20

DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Land Survey - Located at 1600 N 1st St, Artesia, NM 88210	N/A	1	\$7,250.00	<b>\$7,250.00</b>

**INCLUSIONS**

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

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

Sub Total	\$7,250.00
Tax	\$0.00
Shipping	\$0.00
Total	<b>\$7,250.00</b>

*Jordan Howard*  
\_\_\_\_\_  
Jordan Howard - GM of Operations  
*Daniel J. Mandli*  
\_\_\_\_\_  
[Daniel J. Mandli \(Sep 12, 2022 11:54 CDT\)](#)  
Dan Mandli - Chief Operations Officer

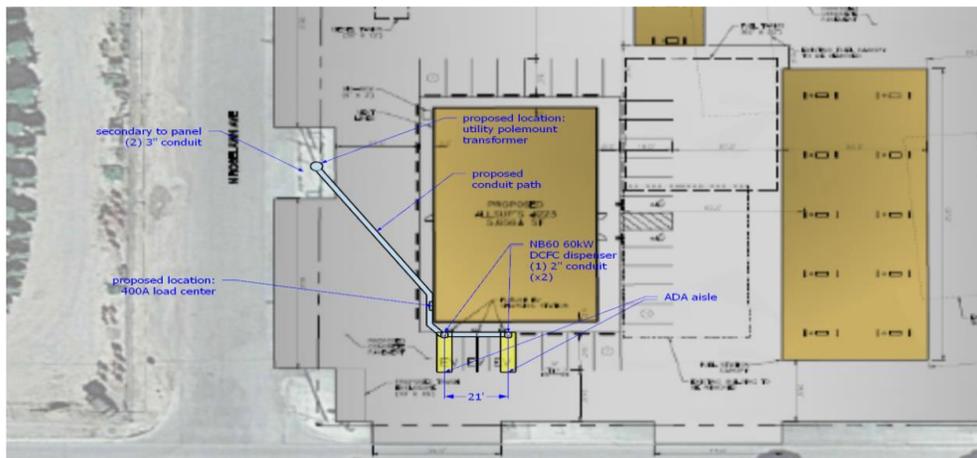


**GOLDEN**  
**FIELD SERVICES, INC.**

August 19th, 2022

Mr. Jordan Howard  
Construction Manager  
Francis Energy  
15 E. 15<sup>th</sup> Street  
Tulsa, OK 74103

re: Design Survey and easements – Artesia, NM



Dear Mr. Howard,

Thank you for the opportunity to provide this proposal. We look forward to working with you and appreciate your business.

Golden Field Services, Inc. proposes to provide an Exhibit and Legal Description for electrical improvements for Artesia, NM, as depicted above.

Tulsa Land Surveying LLC proposes to provide

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

Regarding the underground utilities, the One Call ticket does not guarantee that the utility members will correctly mark their facilities or even mark them for a survey. It is also possible that private service lines will not be locatable. If desired, we can contract with a professional service that specializes in Subsurface Utility Engineering (SUE). The fee for this is not included in our fee.

The estimated fee for this service is **\$7,250**.

All work performed as requested by Francis Energy will be based on our hourly labor rates below, unless previously negotiated:

**2022 Labor Rates**

Professional staff	\$120.00 per hour
Survey crew	\$165.00 per hour
Production, CAD & admin staff	\$100.00 per hour
Travel expenses	(hotel and per diem \$300/day per person)

Golden Field Services, Inc. will invoice on the 1<sup>st</sup> and 16<sup>th</sup> of each month for work completed in the prior 2 weeks. Payment is due within 20 days upon the date of the invoice.

Once you have had a moment to review, please let me know any questions or comments you may have. All revisions to construction documents shall be provided by Francis Energy to Golden Field Services, Inc in a timely manner.

If you find the fee and terms of this proposal acceptable, please sign, date, and return to me via email at [jljeffries@goldenfieldservices.com](mailto:jljeffries@goldenfieldservices.com).

Regards,

Jerry Jeffries, PLS  
Golden Field Services, Inc.  
10830 E. 45<sup>th</sup> Street, Suite 405  
Tulsa, OK 74146

Accepted by: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

# GFS OEV-00255 PO #091222003

Final Audit Report

2022-09-12

Created:	2022-09-12
By:	Jordan Howard (jhoward@francis.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWDEMkZlf44nEhfzWgkbY98F1kfhapUNf

## "GFS OEV-00255 PO #091222003" History

-  Document created by Jordan Howard (jhoward@francis.energy)  
2022-09-12 - 4:36:22 PM GMT- IP address: 12.94.86.210
-  Document emailed to dmandli@francisenergy.com for signature  
2022-09-12 - 4:36:42 PM GMT
-  Email viewed by dmandli@francisenergy.com  
2022-09-12 - 4:54:11 PM GMT- IP address: 12.94.86.210
-  Signer dmandli@francisenergy.com entered name at signing as DANiel J. Mandli  
2022-09-12 - 4:54:26 PM GMT- IP address: 12.94.86.210
-  Document e-signed by DANiel J. Mandli (dmandli@francisenergy.com)  
Signature Date: 2022-09-12 - 4:54:28 PM GMT - Time Source: server- IP address: 12.94.86.210
-  Agreement completed.  
2022-09-12 - 4:54:28 PM GMT

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 61651



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

Project 22-11.043 Francis Energy - Artesia EV  
 Stations

Application No: 1

Tulsa, OK 74103

Period To:

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

Project Nos:

Distribution to :

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

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.

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.

1. Original Contract Sum .....	\$82,738.22
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$82,738.22
4. Total Completed and Stored To Date .....	\$33,095.29
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 .....	\$33,095.29
7. Less Previous Certificates For Payments .....	\$0.00
8. Current Payment Due .....	\$33,095.29
Sales Tax ( 5.8333 % on 33,095.29 )	1,930.55
Current Payment Due Plus Sales Tax	35,025.84
9. Balance To Finish, Plus Retainage .....	\$49,642.93

CONTRACTOR: COONROD ELECTRIC CO, LLC

By: Alan Navarrete Date: 01/24/2023

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public:  
 My Commission expires: \_\_\_\_\_

AMOUNT CERTIFIED \$35,025.84

(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>	

PO # 111522001

# 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 :** 01/23/23  
**To:**  
**Architect's Project No.:**

**Invoice # :** 61651      **Contract :** 22-11.043 Francis Energy - Artesia 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)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
1	Francis Energy - Artesia EV Stations	82,738.22	0.00	33,095.29	0.00	33,095.29	40.00%	49,642.93	
<b>Grand Totals</b>		<b>82,738.22</b>	<b>0.00</b>	<b>33,095.29</b>	<b>0.00</b>	<b>33,095.29</b>	<b>40.00%</b>	<b>49,642.93</b>	<b>0.00</b>

A finance charge of 1.5% per month will be assessed for all overdue invoices

## Francis Accounting

---

**From:** Jeremy Howard  
**Sent:** Tuesday, January 24, 2023 11:20 AM  
**To:** Francis Accounting  
**Subject:** RE: Coonrod Electric Invoice 61651

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

This portion of the install is complete. The rest of the project will be completed next week.

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:** Francis Accounting <accounting@francisenergy.com>  
**Sent:** Tuesday, January 24, 2023 9:22 AM  
**To:** Jeremy Howard <jjhoward@francisenergy.com>  
**Subject:** FW: Coonrod Electric Invoice 61651

Please confirm work has been completed

---

**From:** [ar.cec@cecng.com](mailto:ar.cec@cecng.com) <[ar.cec@cecng.com](mailto:ar.cec@cecng.com)>  
**Sent:** Tuesday, January 24, 2023 8:44 AM  
**To:** Francis Accounting <[accounting@francisenergy.com](mailto:accounting@francisenergy.com)>  
**Subject:** Coonrod Electric Invoice 61651

K h o r / #

#

S o d v # h # k # p # w # f # k # g # l # y # r # f # h # d # | # r # u # | # x # u # h # y # l # z # # g # s # u # r # f # w # l # g # 1 #

#

#

**o:** (361) 364-1493  
**f:** (361) 364-3921

**NOTICE:** *This transmission is strictly confidential and is intended only for the indicated recipient. The information presented herein may be proprietary and may be subject to a confidentiality agreement that strictly prohibits its use and disclosure. If you are not the intended recipient of this message, you may not disclose, disseminate, print, copy or otherwise use this information. If you received this message in error, please reply to the sender and so advise him/her and then delete this message. Unauthorized interception of this email may be a violation of federal law.*

# 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

**TO:**

Coonrod Electric Co., LLC  
213 N Rachal St  
Sinton, TX 78387  
Brian Cobb  
361-587-3033  
[bcobb@cecnrg.com](mailto:bcobb@cecnrg.com)

**PO NO.** 111522001  
**DATE** 11/15/22  
**PROJECT ID** OEV-00255  
**REF. QUOTE NO.** Allsups -  
Artesia

**SITE ADDRESS:**

Allsups Store 102223  
1600 N 1st St  
Artesia, NM 88210  
Jeremy Howard  
918-236-1857  
[jjhoward@francisenergy.com](mailto:jjhoward@francisenergy.com)

**JOB**

Allsups Artesia Store 102223

**PAYMENT TERMS**

NET 30

PRODUCT/SERVICE	DESCRIPTION	QTY	AMOUNT	TOTAL
Electrical Work	Provide material, labor, supervision, tools and equipment to install Client Furnished Materials as described in: Artesia, NM - IFC Set FE22.	1	\$82,738.22	\$82,738.22

**\*See SOW on next pages for more details\***

**\*\*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	\$82,738.22
Tax	\$0.00
Shipping	\$0.00
Total	\$82,738.22

*Daniel J. Mandli*

Daniel J. Mandli (Nov 15, 2022 10:22 CST)

Dan Mandli - Chief Operations Officer



Delivery via e-mail: [JJHoward@FrancisEnergy.com](mailto:JJHoward@FrancisEnergy.com)

**Jeremy Howard**  
**Construction Manager / Safety Coordinator**  
15 East 5th Street, Suite 821, Tulsa, OK 74103  
M: (903) 814-2571

Reference: Allsups, Artesia, New Mexico Bid Proposal

Coonrod Electric Co. (CEC) appreciates the opportunity to submit the following Lump Sum proposal. The following tender has been developed based on our discussions with Company personnel, and the issued for bid documents, as well as per our widespread knowledge of the work required. It includes any materials, supervision, labor, tools, and equipment to complete the scope in accordance with your request for Electrical Construction services.

A breakdown of the proposal pricing can be found on the next page.

The following pages are considered part of this proposal and reflect directly on the proposal pricing.

We appreciate this opportunity to serve your company and look forward to executing yet another successful CEC with you. Should additional information be required, please do not hesitate to contact me.

Sincerely,

**Jose Garcia**  
Area Superintendent, WTX/NM, Region

**CEC ENERGY**

o: (361) 587-3033

c: (361) 587-2257

[www.cecnrg.com](http://www.cecnrg.com) | [BCobb@CECNrg.com](mailto:BCobb@CECNrg.com)

**I. Scope of Work**

1. Provide material, labor, supervision, tools and equipment to install Client Furnished Materials as described in: Artesia, NM - IFC Set FE22.

**II. Bid Breakdown**

Labor & Equipment	\$45,990.39
Materials	\$36,747.83
<b>Grand Total</b>	<b>\$82,738.22</b>

**III. General Clarifications**

- a) This proposal is based on the award of the entire scope as described in the RFQ. Pricing may be adjusted to reflect additions, deletions, or exclusions.
- b) This proposal is based on one move-in and one move-out and working five (5) consecutive 10-hour days per week during our normal working hours, 7AM thru 5:30PM, Mon-Fri. Excluding Holidays. For a consecutive 2-1/2 weeks duration, starting November 28, 2022.
- c) We anticipate Client to make readily available a representative, with signature authority, to resolve RFI's and/or approve changes while CEC is mobilized on site.
- d) We understand that all materials furnished by OTHERS will be shipped to the work site where CEC will receive the material for installation. This proposal does not include handling or transporting Client provided materials and/or gear from an offsite location.
- e) Client furnished materials and the deliveries schedule thereof may effect the contractors construction schedule if not received in sufficient quantities per delivery.
- f) CEC requests the entire parking lot east of the building be considered construction area, and inaccessible for Owner's operations during our mobilization on site.

**IV. Technical Clarifications**

- a) Reference: DWG: E-001:
  - a. CEC requests unrestricted access to native project controls documents supplied by Others, such as items described in Section 3.11: Item B, P6 scheduling and other project controls documentation that may be required.
  - b. Section 1.1: we have not allotted for delays caused by engineer's review or change of submittals or materials. We anticipate this being resolved prior to CEC mobilization.
  - c. Section 3.6: Item A: Existing materials have not been described in the RFQ, therefore we cannot assure same type and manufacturer at this time.
  - d. Section 3.8: Item A: we anticipate saw cutting existing parking lot and demoing concrete with a backhoe attachment. We have not allowed for delays caused by other's approval or direction.
  - e. Section 3.9: Item B: Installation manuals have not been provided in the RFQ, therefore Contractor cannot assume the risk of providing all miscellaneous items.
  - f. Section 3.11: Item A: Assumes "cleaning" is limited to wiping down exposed installation with a terry cloth. We take no responsibility for cleaning enclosed installations.
    - i. We further assume any desiccant being removed prior to CEC receiving equipment.
  - g. Section 3.11: Item B: CEC can provide indoctrination only into the construction aspect, Client shall provide operation and maintenance indoctrination to Owner.

- b) Reference: DWG: GI001: General Notes: Item B and DWG: CS101: Site Plan Notes: Item 4: CEC plans to utilize general purpose traffic cones and caution tape around the work area. We assume this is sufficient both during and not during working hours. Client to advise if supplemental items are required so CEC can price accordingly.
- c) Reference DWG: GI001: General Notes: Item C, DWG: CS101 and E-501: Item 3: One-Line Diagram: We assume our scope begins on the secondary side of the meter, which will be furnished and installed by others.
- d) Reference: DWG: GI001: Wetlands Notice: We assume that this work is pre-approved and no restrictions or violations are applicable and thus have not been included at this time. Client to advise if supplemental items are required so CEC can price accordingly.
- e) Reference: DWG: CS101: Site Plan Notes: Item 6: We have allowed 1 working hour to obtain any state or local permits. Any delays in addition to this shall be billable to Client.
- f) Reference: DWG: CS101: Site Plan Notes: Item 10: Paint type has not been specified. We have allowed \$300 to procure necessary materials to complete this scope. Any addition to this shall be billable to Client.
- g) Reference: DWG: CS501: We assume all excavations are based on Detail 3: Trench Detail – Pavement Patch. Utilizing earthen forms and 3,000 PSI concrete as finished surface. Rebar requirements have not been included in the RFQ, and are thus not included in the proposal at this time.
- h) We assume Client provided equipment can be installed without the use of lifting equipment.
- i) We assumed that all electrical installations are in an unclassified area.
- j) CEC has assumed free and unrestricted access to the work site and any delays outside of CEC's control have not been included in this estimate. Contractor will do its utmost to cooperate with other work and operations of the owner; however, any work stoppage, weather events or other delays outside of the Contractor's control exceeding one half hour (30 minutes) shall be considered an extra to this lump sum pricing.
- k) Rock excavation: If solid rock is encountered in excavation, the Owner's Representative shall be notified at once. Solid rock is defined as being rock formations, other than cemented gravels, that require hard ripping, jack hammering, blasting, or other extra work beyond the capability of a Case 580 Backhoe for removal. Cemented gravel excavation may be included as "Rock Excavation" when said excavation requires hard ripping, jack hammering, or blasting. When rock excavation is required to complete the work, it shall be performed on a time and material basis.
- l) This proposal does not include maintenance after construction. These services can be provided on a T&M basis if requested.

#### V. Commercial Clarifications

- a) **If a Payment & Performance Bond is required, it will be an additional cost of 2.5% of total contract value.**
- b) **New Mexico State Tax has been included in our proposal at a rate of 6.25%.**
- c) This proposal is valid for 30 calendar days from date of this proposal unless notified of your intent to award CEC with the work within the 30 calendar days, due to possible material pricing fluctuations.
- d) CEC's proposal is based on NET 30-day payment terms from receipt of CEC's invoice.
- e) CEC's proposal is based on invoicing on a weekly basis.
- f) We assume any materials provided by others will be delivered to the job site in a new, ready to install condition, with any required accessories included; and in sufficient quantities as to not impede the construction schedule.
- g) Any resulting PO or Contract shall be based on mutually agreeable terms and conditions.

# CEC OEV-00255 PO #111522001

Final Audit Report

2022-11-15

Created:	2022-11-15
By:	Jordan Howard (jhoward@francis.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPhPBd6GRwSI1Jp3a4b7kQ5kOblZZ0swO

## "CEC OEV-00255 PO #111522001" History

-  Document created by Jordan Howard (jhoward@francis.energy)  
2022-11-15 - 4:15:40 PM GMT- IP address: 12.94.86.210
-  Document emailed to dmandli@francisenergy.com for signature  
2022-11-15 - 4:16:11 PM GMT
-  Email viewed by dmandli@francisenergy.com  
2022-11-15 - 4:22:01 PM GMT- IP address: 12.94.86.210
-  Signer dmandli@francisenergy.com entered name at signing as Daniel J. Mandli  
2022-11-15 - 4:22:31 PM GMT- IP address: 12.94.86.210
-  Document e-signed by Daniel J. Mandli (dmandli@francisenergy.com)  
Signature Date: 2022-11-15 - 4:22:33 PM GMT - Time Source: server- IP address: 12.94.86.210
-  Agreement completed.  
2022-11-15 - 4:22:33 PM GMT

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 62038

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

Project 22-11.043 Francis Energy - Artesia 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 .....	\$82,738.22
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$82,738.22
4. Total Completed and Stored To Date .....	\$82,738.22
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 .....	\$82,738.22
7. Less Previous Certificates For Payments .....	\$33,095.29
8. Current Payment Due .....	\$49,642.93
Sales Tax ( 5.8333 % on 49,642.93 )	2,895.82
Current Payment Due Plus Sales Tax	52,538.75
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: Alan Navarrete Date: 2/15/2023

AMOUNT CERTIFIED \$52,538.75

(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 :** 02/14/23  
**To:**  
**Architect's Project No.:**

**Invoice # :** 62038      **Contract :** 22-11.043 Francis Energy - Artesia 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 Energy - Artesia EV Stations	82,738.22	33,095.29	49,642.93	0.00	82,738.22	100.00%	0.00	
<b>Grand Totals</b>		<b>82,738.22</b>	<b>33,095.29</b>	<b>49,642.93</b>	<b>0.00</b>	<b>82,738.22</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>

## Jennifer Clagg

---

**From:** Jeremy Howard  
**Sent:** Thursday, March 9, 2023 11:44 AM  
**To:** Jennifer Clagg  
**Subject:** Re: CEC Invoice  
**Attachments:** image001.png; CEC Inv 62038.pdf

Yes, work has been completed and chargers are commissioned.

JH

Sent from my iPhone

On Mar 9, 2023, at 11:34 AM, Jennifer Clagg <jclagg@francisenergy.com> wrote:

Has this been completed?

### Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

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



810 S Cincinnati Ave  
 Second Floor  
 Tulsa, Oklahoma 74119  
 918.877.6000

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

October 24, 2022  
 Invoice No: 000006750  
 Due Date: November 23, 2022  
 Client PO # 101822001

**Invoice Total \$2,985.00**

Project P09816.0100 FE22 - Tatum, NM 0249  
Professional Services from October 1, 2022 thru October 31, 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>					<u><u><b>\$2,985.00</b></u></u>

---

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



810 S Cincinnati Ave  
 Second Floor  
 Tulsa, Oklahoma 74119  
 918.877.6000

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

October 24, 2022  
 Invoice No: 000006750  
 Due Date: November 23, 2022  
 Client PO #

**Invoice Total \$2,985.00**

Project P09816.0100 FE22 - Tatum, NM 0249  
Professional Services from October 1, 2022 thru October 31, 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>

---

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.** 101822001  
**DATE** 10/18/22  
**PROJECT ID** OEV-00255  
**REF. QUOTE NO.** Allsups Store #2223

**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		
Allsups Artesia - 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 Chris - SVP - OPS

*[Signature]*  
 Dan Mandli - Chief Operations Officer

10/18/22



## SERVICE ORDER – ARTESIA, NM

---

PROJECT | Allsup's Store #2223 EV Charging Station (OEV-00255)  
TO | Seth Christ  
Senior Vice President of Operations  
Francis Energy  
FROM | Kennedy Lockhart  
DATE | 10/14/2022

---

Seth,

Thank you for the opportunity to continue our partnership with Francis Energy in designing a new electric vehicle charging station in Artesia, 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

---

- The scope of work for engineering design services consists of new charging stations located at 1600 N 1st St, Artesia, NM 88210

### SCOPE OF WORK

---

#### 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 plating, 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

---

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.*





Minerallac

8775

WARNING

