

APPENDIX D-4

Beneficiary Eligible Mitigation Action Certification



Francis Energy, LLC: Allsup's Vaughn NM-00049 Project, NM-VW-20-18

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary State of New Mexico

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

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

Action Title:	Allsup's Vaughn EVNM-00049 Project
Beneficiary's Project ID:	NM-VW-20-18
Funding Request No.	<i>(sequential)</i> 039
Request Type: (select one or more)	<input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Other (specify): Click or tap here to enter text.
Payment to be made to: (select one or more)	<input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): Francis Energy, LLC
Funding Request & Direction (Attachment A)	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action <input checked="" type="checkbox"/> Appendix D-2 item (specify): Eligible Mitigation Action 9. Light Duty Zero Emission Vehicle Supply Equipment
Action Type <input type="checkbox"/> Item 10 – DERA Option (5.2.12) (specify and attach DERA Proposal)
Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1): The Beneficiary Mitigation Plan's overarching goal is to protect New Mexico's environment and the health of our citizens. The Trust allows the State the opportunity to offset (mitigate) the impact of excess nitrogen oxide (NO _x) emissions associated with the affected vehicles registered within New Mexico. The reduction of NO _x from mobile sources achieves the intended use of Trust funds by preventing the deterioration of air quality, ensuring the health and safety of the inhabitants of the State, and promoting visibility improvement within New Mexico. Implementation of diesel NO _x reduction projects using Trust funds will have immediate and long-lasting benefits. The proposed project will reduce emissions of NO _x , focusing on the most cost-effective vehicles that maximize emission reductions.
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): A publicly accessible electric vehicle charging station consisting of two (2) 150kW DC fast charging stations located on commercial property housing a convenience store with other amenities nearby. (e.g. lodging and restaurants). The site serves the local community. The site is located at 160 8th St., Vaughn, NM.
Estimate of Anticipated NO_x Reductions (5.2.3): N/A
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1): The New Mexico Environment Department Administrative Services Division is the governmental entity responsible for reviewing and auditing expenditures of EMA funds to ensure compliance.
Describe how the Beneficiary will make documentation publicly available (5.2.7.2): The New Mexico Environment Department has created a public website, https://www.env.nm.gov/vw-settlement/ for information relating to the Trust, the VW Partial Consent Trust Decrees, New Mexico's

Beneficiary Mitigation Plan, and project implementation information. To provide transparency and accountability, the NMED will post information on its website.

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

The total project cost is Three Hundred Ninety-Four Thousand, Five Hundred Eleven dollars, and Fifty-Three cents (\$394,511.53). Trust funding will provide the requested Seventy-Seven Thousand, Two Hundred Twenty-One dollars and Twenty-Five cents (\$77,221.25), approximately 20% of the final total project cost for the purchase and installation of the charging equipment. The remaining Three Hundred Seventeen Thousand, Two Hundred Ninety dollars and Twenty-Eight cents (\$317,290.28) constitute Francis Energy's cost share.

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

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

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

Trust funds have afforded the State the opportunity to advance environmental justice goals. New Mexico's Draft Mitigation Plan expresses a commitment to prioritizing projects that benefit those communities most impacted by poor air quality. Minorities and those living below the poverty level historically have borne a disproportionate share of air pollution, including air pollution emissions associated with on-road vehicles. The service area for this project is within the Town of Vaughn, located in Guadalupe County. The minority population in this area is 98%, and the low-income population is 48%. 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)

- | | | |
|-------------------------------------|--------------|--|
| <input checked="" type="checkbox"/> | Attachment A | Funding Request and Direction. |
| <input checked="" type="checkbox"/> | Attachment B | Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4). |
| <input checked="" type="checkbox"/> | Attachment C | Detailed Plan for Reporting on Eligible Mitigation Action Implementation |
| <input checked="" type="checkbox"/> | Attachment D | Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.26). |
| <input type="checkbox"/> | Attachment E | DERA Option (5.2.12). [Attach only if using DERA option.] |
| <input type="checkbox"/> | 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: 7/30/2024



Eric Peters
Control Strategies Manager, Air Quality Bureau

New Mexico Environment Department

For

State of New Mexico
[BENEFICIARY]

ATTACHMENT B
PROJECT MANAGEMENT PLAN
PROJECT SCHEDULE AND MILESTONES

Milestone	Date
Lead Agency Provides Notice of Availability of Mitigation Action Funds	7/15/2019
Pre-application meetings with applicants	7/15/2019 through 1/9/2020
Project Sponsor Submits Proposal to Lead Agency	1/9/2020
Lead Agency Provides Written Approval of Project Sponsor's Proposal	6/8/2020
Project agreements signed.	10/9/2020
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	10/9/2020
Trustee Acknowledges Receipt of Project Certification and Funding Direction	Q3 2024
Trustee Allocates Share of State Funds for Approved Project	Q3 2024
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	Q4 2020
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Start	Q4 2020
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Complete	Q2 2024
Project Installations(s) – Start	Q4 2020
Project Installations(s) – Complete	Q2 2024
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)	7/12/2024
Lead Agency completes review and certifies payment direction to Trustee (Reimbursement)	Q3 2024
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	Q3 2024
Lead Agency Reports Project Completion	Q3 2024

PROJECT BUDGET

Period of Performance: 7.1.2020-6.30.2022				
Budget Category	Total Approved Budget	Share of Total Budget Funded by the Trust	Cost-Share, if applicable (Entity #1)	Cost-Share, if applicable (Entity #2)
1. Equipment Expenditure	\$394,511.53	\$77,221.25	\$317,290.28	\$0
2. Contractor Support	\$0	\$0	\$0	\$0
3. Subrecipient Support	\$0	\$0	\$0	\$0
4. Administrative ¹	\$0	\$0	\$0	\$0
Project Totals	\$394,511.53	\$77,221.25	\$317,290.28	\$0
Percentage	100%	20%	80%	0%

¹ 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/. NMED will post documents and links as required under Paragraph 7 of Appendix D-3 Certification for Beneficiary Status form. NMED is subject to the *Open Meetings Act*, which provides the statutory guidelines for conducting public meetings and the *Inspection of Public Records Act*, which is a New Mexico state law that provides the public and media access to public information.

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

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

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

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

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

See attached invoices.



Neal Butt
525 Camino De Los Marquez Suite 18
Santa Fe, NM 87505
neal.butt@env.nm.gov

RE: Reimbursement request Allsup's Vaughn Store NM under NM-VW-20-18 Project Agreement

Dear Mr. Butt:

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

Sincerely,

Megan Charles

Megan Charles
Chief of Staff
Francis Energy, LLC

Francis Energy, LLC

Invoice

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

Date	Invoice #
7/12/2024	OEV-00251-2

Due Date	Terms
8/11/2024	Net30

Bill To
New Mexico Department of Environmental Quality

Description	Amount
VW EV Charging Installation for OEV-00251 Allsup's Vaughn Store	
Total cost =	
\$394,511.53	
25% reimbursable (Maximum \$77,221.25) =	
\$98,627.88	\$ 77,221.25
Start Date: 2/14/2023 / Completion Date: 5/23/2023	

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

		SK Signet Invoices			Comments
Charger Amounts		SGNIN0626-2 (20%)	SKSIGNET20231101-1 (55%)	SKSIGNET20240306-1 (25%)	
Charger (150s)	\$40,130.00	8,026.00	22,071.50	10,032.50	
warranty	\$10,380.00	2,076.00	5,709.00	2,595.00	
sales tax	\$3,417.87	683.57	1,879.83	854.47	
freight	\$1,069.23	213.85	588.08	267.31	
	\$54,997.10	10,999.42	30,248.41	13,749.28	
Total for 2	<u>\$109,994.20</u>	<u>21,998.84</u>	<u>60,496.81</u>	<u>27,498.55</u>	

shipping

Crane invoices	Total for 2	Total for 1	Total Invoice \$
ISIORD221001341	\$214.46	\$107.23	\$2,144.55
ISIORD221100712	\$515.72	\$257.86	\$5,157.18
ISIORD221201626	\$58.14	\$29.07	\$581.43
ISIORD221201627	\$54.50	\$27.25	\$545.00
shipping total for 2	<u>\$842.82</u>	<u>\$421.41</u>	<u>\$8,428.16</u>

Confirmed that the PO used for purchases of this project is 000191 - Below shows the 5-year warranty included in the price

		Internal Project Number											
		OEV-00251											
026	U	Q090820230008	OEV-00251	Allsup's Vaughn Store 10231	150	480/277V	FC150K	FC150K-AB-PS	RFID/CC	DCFC	000191	\$50,510.00	5-Year
627	U	Q090820230009	OEV-00251	Allsup's Vaughn Store 10231	150	480/277V	FC150K	FC150K-AB-PS	RFID/CC	DCFC	000191	\$50,510.00	5-Year

OEV-00251 Allsup's Vaughn Store
EV SIGNAGE HIGHWAY COST

\$

2,634.04

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

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

PO Total 35,890.06
Chk -

Expense Listing
OEV-00251 Allsup's Vaughn Store

Vendor	Date	Invoice #	Account Description	Memo	Total Cost	VW Share	ARPA Share	Inv. Attached
						25%	75%	
Crane Invoices	12/30/2022	ISIORDD21201627	CIP: CHARGERS	Shipping of Chargers	54.50	13.63	40.88	x
Crane Invoices	11/8/2022	ISIORDD21100712	CIP: CHARGERS	Shipping of Chargers	515.72	128.93	386.79	x
Crane Invoices	12/30/2022	ISIORDD21201626	CIP: CHARGERS	Shipping of Chargers	58.14	14.54	43.61	x
Crane Invoices	10/31/2022	ISIORDD21001341	CIP: CHARGERS	Shipping of Chargers	214.46	53.61	160.84	x
SK Signet	6/26/2023	SGNINO626-2	CIP: CHARGERS	SK Signet	21,998.84	5,499.71	16,499.13	x
SK Signet	11/1/2023	SKSIGNET20231101-1	CIP: CHARGERS	SK Signet	60,496.81	15,124.20	45,372.61	x
SK Signet	3/6/2024	SKSIGNET20240306-1	CIP: CHARGERS	SK Signet	27,498.55	6,874.64	20,623.91	x
Coonrod Electric Co., LLC	7/25/2023	63954	CIP: EQUIPMENT RENTAL	Coonrod Electric Co., LLC - Service Call	1,082.78	270.70	812.09	x
Herc Rentals	2/17/2023	33461168-001	CIP: EQUIPMENT RENTAL	Herc Rentals	119.83	29.96	89.87	x
Clifford Power	11/30/2022	INV_TUL-0004217	CIP: EQUIPMENT RENTAL	CLIFFORD POWER - Jordan Howard	184.24	46.06	138.18	x
Build A Sign	11/30/2022	600179280	CIP: EQUIPMENT RENTAL	BUILD A SIGN - Jordan Howard	102.05	25.51	76.54	x
Stonegate Self Storage	11/30/2022	116121	CIP: EQUIPMENT RENTAL	STONEGATE SELF STORAGE - Jordan Howard	32.33	8.08	24.25	x
Stonegate Self Storage	12/31/2022	116155	CIP: EQUIPMENT RENTAL	STONEGATE SELF STORAGE - Jordan C. Howard -	165.00	41.25	123.75	x
FRE Energy Construction	8/23/2023	OEV00251 FEC-IC	CIP: LABOR	Francis Energy Management LLC - Labor Billing	\$88,650.00	22,162.50	66,487.50	x
The Sherwin Williams Co	11/18/2022	2746-5	CIP: MATERIALS	The Sherwin Williams Co	58.14	14.54	43.61	x
Uline	11/23/2022	155944587	CIP: MATERIALS	Uline	569.72	142.43	427.29	x
Hilti	12/16/2022	4620395897	CIP: MATERIALS	Hilti	57.16	14.29	42.87	x
Frederick, Sommers & Western	12/22/2022	47557	CIP: MATERIALS	Frederick, Sommers & Western	\$141.08	35.27	105.81	x
Design Ready	2/24/2023	458966	CIP: MATERIALS	Design Ready Controls use of 1 panelboard, sales order 456750-4	5,778.29	1,444.57	4,333.72	x
Priority1	1/12/2023	9020340	CIP: MATERIALS	Priority1 - Shipping	492.86	123.22	369.65	x
Build A Sign	3/31/2023	600182529	CIP: MATERIALS	Build a sign use of 4 signs	98.53	24.63	73.90	x
Pattison Metal Fab, Inc	8/28/2023	45740	CIP: MATERIALS		974.00	243.50	730.50	x
Pattison Metal Fab, Inc	8/28/2023	45740	CIP: MATERIALS		82.94	20.74	62.21	x
Build A Sign	8/31/2023	Build-A-Sign_2023 08	CIP: MATERIALS	BUILD A SIGN - Josh Burton	22.35	5.59	16.76	x
Build A Sign	8/31/2023	Build-A-Sign_2023 08	CIP: MATERIALS	BUILD A SIGN - Josh Burton	22.35	5.59	16.76	x
Build A Sign	8/31/2023	Build-A-Sign_2023 08	CIP: MATERIALS	BUILD A SIGN - Josh Burton	22.35	5.59	16.76	x
Build A Sign	8/31/2023	Build-A-Sign_2023 08	CIP: MATERIALS	BUILD A SIGN - Josh Burton	22.34	5.59	16.76	x
Build A Sign	8/31/2023	Build-A-Sign_2023 08	CIP: MATERIALS	BUILD A SIGN - Josh Burton	320.87	80.22	240.65	x
TRUE VALUE HARDWARE - TUCUMCARI LUMBER TRUE V/	9/30/2023	Credit Card	CIP: MATERIALS	TRUE VALUE HARDWARE - TUICUMCARI LUMBER TRUE VALUE -	91.85	22.96	68.89	x
SANTA ROSA LUMBIER - Christopher Trammel Jr	9/30/2023	Credit Card	CIP: MATERIALS	SANTA ROSA LUMBIER - Christopher Trammel Jr	52.96	13.24	39.72	x
TRUE VALUE HARDWARE - TUCUMCARI LUMBER TRUE V/	9/30/2023	Credit Card	CIP: MATERIALS	TRUE VALUE HARDWARE - TUICUMCARI LUMBER TRUE VALUE -	161.39	40.35	121.04	x
SANTA ROSA LUMBIER - Christopher Trammel Jr	9/30/2023	Credit Card	CIP: MATERIALS	SANTA ROSA LUMBIER - Christopher Trammel Jr	146.04	36.51	109.53	x
Town of Vaughn	11/14/2022	Permit-	CIP: PERMITS	Town of Vaughn	25.00	6.25	18.75	x
Central NM Electric Cooperative	1/23/2023	VaughnEngfee0122020	CIP: PERMITS	Central NM Electric Cooperative	500.00	125.00	375.00	x
Gridline Land Surveying	12/8/2022	22-158	CIP: SUBCONTRACTOR	Gridline Land Surveying	8,299.29	2,074.82	6,224.47	x
Cyntergy	1/12/2023	7075	CIP: SUBCONTRACTOR	Cyntergy	2,985.00	746.25	2,238.75	x
Coonrod Electric Co., LLC	6/1/2023	62525	CIP: SUBCONTRACTOR	Coonrod Electric Co., LLC	96,772.82	24,193.21	72,579.62	x
Central NM Electric Cooperative	3/3/2023	Vaughn-lineextension	CIP: UTILITY UPGRADE	Central NM Electric Cooperative	12,315.38	3,078.85	9,236.54	x
Noralta Technologies	6/4/2024	101435	CIP: SUBCONTRACTOR	Noralta Technologies	45,000.00	11,250.00	33,750.00	x
ALLSUPS XX2376 VAUGH NM - Christopher Trammel, Jr.	9/23/2023	CC	CIP: TRAVEL		106.51	26.63	79.88	na
BEL-AIR MOTEL - Christopher Trammel Jr	9/22/2023	CC	CIP: TRAVEL		130.41	32.60	97.81	na
Allsup's 102376 - Christopher Trammel Jr	9/23/2023	CC	CIP: TRAVEL		84.14	21.04	63.11	na
Loves - Christopher Trammel	9/29/2023	CC	CIP: TRAVEL		117.29	29.32	87.97	na
Allsup's - Christopher Trammel - Tucumcari	9/29/2023	CC	CIP: TRAVEL		82.19	20.55	61.64	na
Allsup's - Christopher Trammel	10/31/2023	CC	CIP: TRAVEL	per Diem	120.00	30.00	90.00	na
American Airlines - John McMillan	5/6/2024	CC	CIP: TRAVEL		200.00	50.00	150.00	na
Embassy Suites - John McMillan	5/9/2024	CC	CIP: TRAVEL		598.99	149.75	449.24	na
FRE O&M	11/13/2023	OEV00251 FRE-O&M	Networking and Call Center Services		14,252.00	3,563.00	10,689.00	x
P&M SIGNS, INC.	11/3/2023	9172	CIP: MATERIALS		2,634.04	658.51	1,975.53	x
Totals					394,511.53	98,627.88	295,883.64	
<i>Potential Award amount</i>						77,221.25	125,000.00	
<i>Difference</i>						21,406.63	170,883.64	
<i>Y/N for total award amount</i>						Yes	Yes	
Actual Reward amount					202,221.25	\$ 77,221.25	\$ 125,000.00	

FRE Construction

Invoice

Invoice for
Services Performed

Invoice # OEV00251 FEC-IC
Date 7/12/2024

Project
OEV-00251 Allsup's Vaughn Store

Service	Description	Qty	Rate	Total price
Labor	Project Management	1	\$65,000.00	\$65,000.00
Labor	Mobilization	1	20,000.00	\$20,000.00
Travel	1 Employee	1	\$850.00	\$850.00
Labor	Signage for 1 Employee	16	\$175.00	\$2,800.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

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

Subtotal \$88,650.00
Adjustments

Total \$88,650.00

FRE O&M

Invoice

Invoice for
Services Performed for Networking

Invoice # OEV00251 FRE-O&M
Date 7/12/2024

Project

OEV-00251 Allsup's Vaughn Store

Service	Description	Qty	Rate	Total price
Networking	DRIIVZ - 60 months (5 Years) Maintenance on NB-150	60	\$64.00	\$3,840.00
Networking	DRIIVZ - 60 months (5 Years) Maintenance on NB-150	60	\$64.00	\$3,840.00
Networking	DRIIVZ - 60 months (5 Years) Maintenance on NB-City 277V	60	\$42.00	\$2,520.00
Networking	EMNIFY - 60 months (5 Years) Maintenance on NB-150	60	\$10.00	\$600.00
Networking	EMNIFY - 60 months (5 Years) Maintenance on NB-150	60	\$10.00	\$600.00
Networking	EMNIFY - 60 month (5 Years) Maintenance on NB-City 277V	60	\$10.00	\$600.00
Call Center	A365 - 3rd party customer support for 3 years of operations	3	\$84.00	\$252.00
Call Center	Internal customer support - provided by FRE O&M	1	\$2,000.00	\$2,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Notes:				
			Subtotal	\$14,252.00
			Adjustments	

Total \$14,252.00

Purchase Order

BILL TO:

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



PO NO. 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

FRANCIS
ENERGY

SHIP TO:

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

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

PANEL DETAILS

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

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

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

Seth Christ

Seth Christ - Senior VP of Operations

Dan Mandli

[Daniel J. Mandli \(Aug 10, 2022 15:12 CDT\)](#)

Dan Mandli - Chief Operations Officer

Sarah Keith

Sarah Keith - Corporate Controller

David Jankowsky - Founder & President

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7/27/2022

Francis Energy
Nathan Moore
Electrical Engineer
15 E 5th St, Tulsa, OK 74103
-
NMoore@francisenergy.com

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

FRANCIS ENERGY – 600/800/1200

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

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

Notes:

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

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

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

Sincerely,

Yuxi Liu

Electrical Engineering
Supervisor
yuxi.liu@designreadycontrols.com

Jake Kranz

Senior Account Manager
jake.kranz@designreadycontrols.com

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**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.

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

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











DRC (STOCK - 600A Switchgear) PO #072822001

Final Audit Report

2022-08-10

Created:	2022-08-10
By:	Jordan Howard (jhoward@francis.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAAORDXIUicj2vH_MhESrXh2Kq9afI4PTri

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

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



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

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



Agreement completed.

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



Adobe Acrobat Sign

DUPLICATE RECEIPT

ALLSUPS 2058 TUCUMCARI #102058
2300 S. 1ST ST.
TUCUMCARI, NM 88401
(575) 461-4819

INVOICE #: 0091828
Shift #: 0900 Trans #: 1828
Cashier: AUTO/SMART Status: COMPLETE
Date: 09/29/2023 Time: 4:18 PM

DIESEL 2 [PUMP #13]- FUEL SALE \$ 82.19
>REEFER
QTY: 18.683 GAL, PRICE: \$4.399/GAL

SUBTOTAL	\$ 82.19
SALES TAX TOTAL	\$ 0.00+
TOTAL	\$ 82.19
PAYMENTS RECEIVED	\$ 82.19
CHANGE DUE	\$ 0.00

VISA CREDIT \$ 82.19
[xxxxxxxxxxxx7416] ICR CHIP READ
AUTHORIZATION CODE 719271

RESPONSE: APPROVED, Auth #:719271, Amount:US
D\$82.19, Sequence #:7943, Mode:Issuer, AID:A
0000000031010, PAYMENT NETWORK:02:VISA

TRANSACTION TYPE SALE

THANK YOU!

CUSTOMER COPY

ALLSUPS 2376
160 E. 8TH ST
VAUGHN, NM 88353

Invoice# 0090172
Trans # 0900-0172
Date 09/23/2023
Time 11:25 AM

Pump	Quantity	Price
21R	23.674	4.499

Product	Amount
DIESEL2	106.51
REEFER	

TOTAL 106.51

CREDIT CARD
VISA CREDIT
CARD# ICR CHIP READ
XXXXXXXXXXXX7416
AUTH # 213232
RESPONSE:
APPROVED, Auth
#:213232,
Amount:USD\$106.51,
Sequence #:15056,
Mode:Issuer,
AID:A00000000031010,
PAYMENT
NETWORK:02:VISA

TRANSACTION TYPE
SALE

THANK YOU!

ALLSUPS #2376 #102376
160 E. 8TH ST
VAUGHN, NM 88353
(575) 584-2207

INVOICE #: 00011585

Shift #: 0100

Trans #: 1585

Cashier: ALL, CASHIE

Status: COMPLETE

Date: 09/29/2023

Time: 1:38 PM

PREPAID FUEL [PUMP #22]

\$ 120.00

>FUEL SALE

QTY: 1.000 GAL, PRICE: \$120.000/GAL

SUBTOTAL

\$ 120.00

SALES TAX TOTAL

\$ 0.00+

TOTAL

\$ 120.00

PAYMENTS RECEIVED

\$ 120.00

CHANGE DUE

\$ 0.00

VISA CREDIT

\$ 120.00

[xxxxxxxxxxxx7416] CHIP READ

AUTHORIZATION CODE

419283

RESPONSE: APPROVED, Auth #:419283, Amount:US
D\$120.00, Sequence #:15417, Mode:Issuer, AID
:A0000000031010, PAYMENT NETWORK:02:VISA

TRANSACTION TYPE

SALE

THANK YOU!

CUSTOMER COPY

WELCOME TO
ALLSUP'S #102376

ALLSUPS376
US HWY 60/285
VAUGHN NM 88358

< DUPLICATE RECEIPT >

Description	Qty	Amount
-----	---	-----
UNLD CR #12	21.306G	84.14
SELF @ 3.949/ G		

Subtotal	84.14
Tax	0.00

TOTAL 84.14

CREDIT \$ 84.14

AMERICAN EXPRESS
USD\$84.14

*****1185
Entry: Chip Read
APP LABEL: AMERICAN EXPRESS
AuthNet: AMEX
MODE: Issuer
AID: A000000025010801
Auth #: 880332
Resp Code: 000
Stan: 11316144291
Invoice #: 31821
Shift #: 1
Store # *****

THANK YOU

Printed in USA by Magnetic Ticket & Label Corp., Dallas, TX

American

AMERICAN AIRLINES



MISCELLANEOUS SALES RECEIPT 0

PURCHASER RECEIPT

09MAY24 32101101

ABQ RCM

/ALBUQUERQUE

US

MCMILLAN/JOHNATHO

NOT VALID FOR
TRANSPORTATION

*****THIS IS YOUR RECEIPT*****

PSGR TICKET 0012139452121

AMERICAN AIRLINES
SOME MISCELLANEOUS
CHARGES ARE
NON-REFUNDABLE

01 OVERSIZE/WEIGHT

200.00

MBSOA/AA

USD

200.00

FP XXXXXXXXXXXX1417 131587

NA
NA
NA

USD

200.00

0 001 0650787993 6

NOT VALID FOR TRAVEL
001 0650787993 6

BEL-AIR MOTEL
1039 E 8TH ST
VAUGHN, NM 88353
575-584-2241

09/22/2023

20:27

Sale

Trans #: 3 Batch #: 3

AMEX

CHIP

*****1185

/

BASE AMT: \$126.00

NCC \$4.41

TOTAL AMT: \$130.41

Resp: AUTH/TKT 866966

Code: 866966

Ref #: 008414108237079

App Name: AMERICAN
EXPRESS

AID: A000000025010801

TVR: 0000008000

TSI: E800

Thank You!

CUSTOMER COPY

PAYMENT:

☐ CASH

☐ CHECK

☐ CR. CARD NO.

CR. CARD NO.

ROOM
NO.

PLEASE PAY IN ADVANCE

TOTAL
PAID

TAX

TOTAL

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

Billing Information:

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

Payment method: Checkout with Credit Card

Shipping Information:

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

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

Product(s)

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

Sub-total: \$940.40

Shipping: \$0.00

Tax: \$80.09

Order total: \$1,020.49

Order# 600182529
<https://www.bulldesign.com>
Date: Monday, November 28, 2022

Billing Information:

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

Payment method: Checkout with Credit Card

Shipping Information:

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

Shipping method: Rush
Get it by: 12/2/2022

Product(s)

Name	Price	Qty	Total
<i>18" x 12" (Holes for Parking Signs) Reflective Aluminum (.040) Single Sided</i>	\$22.70	70	\$1,589.00

Sub-total: \$1,589.00

Shipping: \$0.00

Tax: \$135.34

Order total: \$1,724.34

**JORDAN HOWARD**

Card Ending 8-03140 Monthly Spending Limit: \$20,000

Amount

11/18/22	CLIFFORD POWER SYSTEMS 3TRM 918-836-0066	TULSA	OK	\$2,026.64 ♦
11/18/22	BUILDASIGN.COM 00763899 0000778758 DURABLE GOODS	AUSTIN	TX	\$1,020.49 ♦
11/22/22	EGAUGESYSTEMS +18773428431	BOULDER	CO	\$40.00 ♦
11/27/22	ADTSECURITY MYADT.COM SECURITY	800-238-2727	FL	\$59.65 ♦
11/28/22	BUILDASIGN.COM 00970327 0000978758 DURABLE GOODS	AUSTIN	TX	\$1,724.34 ♦
11/28/22	AMAZON.COM MERCHANDISE	AMZN.COM/BILL	WA	\$90.33 ♦



Expense Report

Report Name : August Expense Report

Employee Name : Burton, Josh

Employee ID : Josh Burton

Report Header

Report ID : E1FB634B15FA47CDB378

Receipts Received : Yes

Report Date : 08/31/2023

Approval Status : Approved & In Accounting Review

Payment Status : Not Paid

Currency : US, Dollar

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

Materials

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

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

cable Seth wanted me to order.

Shop Supplies

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

Report Total :	\$20,155.74
Personal Expenses :	\$0.00
Total Amount Claimed :	\$20,155.74
Amount Approved :	\$20,155.74
Company Disbursements	
Amount Due Employee :	\$0.00
Amount Due Company Card :	\$20,155.74
Total Paid By Company :	\$20,155.74
Employee Disbursements	
Amount Due Company Card From Employee :	\$0.00
Total Paid By Employee :	\$0.00

ORDER #600312414

Order Date: Monday, August 21, 2023

Order Total: \$893.83

Billing Address

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

Shipping Address

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

Shipping

Shipping Method: Rush

Product(s)

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

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

Sub-Total:	\$823.68
Shipping:	\$0.00
Tax:	\$70.15
Order Total:	\$893.83

[Re-order](#)

Jeremy Howard Friday 4:20 PM

JH

yes sir.

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

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

Billing Information:

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

Payment method: Checkout with Credit Card

Shipping Information:

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

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

Product(s)

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

Sub-total: \$1,997.96

Shipping: \$0.00

Tax: \$170.17

Order total: \$2,168.13

**TOWN OF VAUGHN
PO BOX 278
VAUGHN, NM 88353**

CNMEC ESTIMATE

revised 6/2/22

NAME: EV CHARGING

DATE: 2/12/23

LOCATION: VAUGHN ALLSUP"S

WO#:

POLE LOCATION:

MATERIALS

QUANTITY	ITEM DESCRIPTION		UNIT COST		TOTAL COST
	Poles - 30 ft	@		=	\$ -
	Poles - 35 ft.	@		=	\$ -
1	Poles - 40 ft. & over	@	869.65	=	\$ 869.65
1	Framing Units K1.2	@	295.35	=	\$ 295.35
	Framing Units	@		=	\$ -
	Framing Units	@		=	\$ -
	Framing Units	@		=	\$ -
	Framing Units	@		=	\$ -
	OH Transformer Setting	@		=	\$ -
1	Pole grounds	@	64.26	=	\$ 64.26
	A Guys	@		=	\$ -
	#___ ACSR (ft)-- OH primary wire	@		=	\$ -
	Anchors	@		=	\$ -
	OH Service Wire (ft)	@		=	\$ -
1	URD Primary Riser	@	3037.4	=	\$ 3,037.40
	URD Service Wire (ft)	@		=	\$ -
	URD Service Riser	@		=	\$ -
1	URD Transformer Setting	@	1810.72	=	\$ 1,810.72
	URD Power Pedestal	@		=	\$ -
300	URD Primary wire (ft)	@	7.46	=	\$ 2,238.00
	URD Enclosure	@		=	\$ -
	Estimated Cost of Materials:			=	\$ 8,315.38
	Estimated Cost of Labor & Overhead:				\$ 4,000.00
	Permits if Required	@		=	\$ -
	Estimated Total Cost:				\$ 12,315.38
	Less Co-op Allowance				\$ -
	Does not qualify for CNMEC allowance <input checked="" type="checkbox"/>				
	Additional Engineering Fee Required:				\$ -
	AMOUNT DUE:				\$ 12,315.38

Signature of the Estimator: TRAVIS W BURNS

Date: 2/12/2023

*Signature of this estimate signifies agreement to the attached line extension/service upgrade

*Changes in scope of work will require a new estimate to be prepared.

*Estimates are valid for 15 days due to fluctuations in material costs and supply chain interruptions

*All "Returned Checks" will be assessed a \$30.00 NSF fee.

*La firma de este presupuesto significa el acuerdo de la extensión de la línea adjunta. El costo real para el cliente no excederá esta estimación.

*Los cambios en el ámbito del trabajo requerirán la preparación de una nueva estimación.

*Las estimaciones son válidas por 15 días. Después de 15 días, es posible que se requiera una nueva estimación.

*A todos los "Cheques devueltos" se les cobrará una tarifa NSF de \$30.00.

Signature of the Member:

Date:



INVOICE

EM

Pre-Pay

Bill To

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

Invoice Number INV_TUL-0004217

Invoice Type TUL_RENT

Invoice Date 11/18/2022

Agreement Number RNT_TUL-0002731

Customer Number 15610

PO Number

Ship Via BEST METHOD

Ship To

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

Comments

Contact Name	Salesperson Mason Ewy
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Invoice Period 11/14/2022 - 11/18/2022	Payment Terms Prepayment	Due Date 11/18/2022
---	---------------------------------	----------------------------

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

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

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

Remit To:

Clifford Power | Dept. 1754 | Tulsa, OK 74182 | Phone: (800) 324-0066



Clifford Power Systems

9310 E 46TH ST NORTH
TULSA, OK 74117

11/18/2022 2:36:32 PM

Reference Number:	494238789
Total:	\$2,026.64
Transaction Type:	Sale
Transaction Status:	Pending Settlement
Card Brand:	American Express
Card Number:	xxxxxxxxxx3140
Entry Method:	Keyed
Approval Code:	123400
Approval Message:	APPROVAL
AVS Result:	Full Exact Match
Customer Name:	Francis Renewable Energy
Nearest Location:	Tulsa
Invoice:	INV_TUL-0004217

NEW CONSTRUCTION APPLICATION

PRIMARY ACCOUNT HOLDER INFORMATION

Name: FRANCIS ENERGY, LLC if Business - Tax ID # 47-5370128
Date of Birth: _____ Drivers License #: _____ State: _____
Mailing Address: 15 EAST 5TH ST, SUITE 821
City: TULSA State: OK Zip Code: 74103
Contact Phone 1: 918-236-5008 Contact Phone 2: 405-517-8068

SECONDARY ACCOUNT HOLDER INFORMATION

Name: _____
Date of Birth: _____ Drivers License #: _____ State: _____

PROPERTY LEGAL DESCRIPTION

Street: EV 911 ADDRESS - 118 E 8TH ST
City: VAUGHN State: NM Zip Code: 88353
Section: 6 Township: 4 Range: 17 EAST Lands of: VAUGHN
Subdivision: _____ Lot: _____ Block: TRACK 3 Unit: _____

SIGNATURES AND DEPOSIT

Engineering Deposit Amount: \$ 500⁰⁰
Signature of Primary: EDWARD KLEPACKA Date: 12/2/22
Signature of Secondary: _____ Date: _____

GNMEC USE ONLY

WO# 2211019 Staker: TB MST: TG Date: 11/30/22

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 62525

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

Project 23-01.011 Francis Energy -Vaughn EV
Stations

Application No. : 1

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: PO # 000046

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	\$89,099.15
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$89,099.15
4. Total Completed and Stored To Date	\$89,099.15
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	\$89,099.15
7. Less Previous Certificates For Payments	\$0.00
8. Current Payment Due	\$89,099.15
Sales Tax (8.6125 % on 89,099.15)	7,673.66
Current Payment Due Plus Sales Tax	96,772.81
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: 4/4/2023

AMOUNT CERTIFIED \$96,772.81

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

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

CONTINUATION SHEET

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

Application No. : 1
Application Date : 03/31/23
To:
Architect's Project No.: PO # 000046

Invoice # : 62525 Contract : 23-01.011 Francis Energy -Vaughn EV Stations

A Item No.	B Description of Work	C Scheduled Value	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
			D From Previous Application (D+E)	This Period In Place					
1	Francis Energy -Vaughn EV Stations	89,099.15	0.00	89,099.15	0.00	89,099.15	100.00%	0.00	
Grand Totals		89,099.15	0.00	89,099.15	0.00	89,099.15	100.00%	0.00	0.00

COONROD ELECTRIC CO, LLC

P.O. Box D
224 N. Rachal St.
Sinton, TX 78387 US



Invoice 63954
Invoice Date 07/25/23
Due Date 08/24/23

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

Work Order: 1411058903

Requestor: Jeremy Howard -

Scope: 1

Price Method: Time and Materials

Line #	Date of Service	Description		Quantity	UM	Unit Price	Price	Price	Tax	Total
							UM	Total	Amount	
1	07/11/23	Labor - Technician-PER DIEM	Bryan Cordero	1.00		150.00		150.00	10.13	160.13
2	07/11/23	Labor - Technician-PER DIEM	Francisco Cordero	1.00		150.00		150.00	10.13	160.13
4	07/11/23	Labor - Technician	Bryan Cordero	6.00		39.37		236.22	15.94	252.16
5	07/11/23	Labor - Technician	Francisco Cordero	6.00		54.68		328.08	22.15	350.23
6	07/11/23	Equip - 3/4-Ton CC 4x4 LWB		6.00	HRS	25.00	HRS	150.00	10.13	160.13
Scope 1 Subtotal								1,014.30	68.48	1,082.78
Subtotal								1,014.30	68.48	1,082.78

Discount Date: **Discount Rate:** 0% **Terms:** Net 30 days

Service Site Name: Vaughn Service Call
Work Description: Work Order: 1411058903

Subtotal 1,014.30
Tax 68.48
Total 1,082.78

Work Order Description:

Vaughn NM Jeremy Howard

Vaughn NM Jeremy Howard troubleshoot the EV station REP: Jeremy Howard

Jennifer Clagg

From: Jeremy Howard
Sent: Thursday, July 27, 2023 8:02 AM
To: Jennifer Clagg
Subject: Re: Coonrod Inv 63954

This one is approved. Lol

Sent from my iPhone

On Jul 27, 2023, at 6:54 AM, Jennifer Clagg <jclagg@francisenergy.com> wrote:

Approved?

<image001.png>

Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

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

www.francisenergy.com

<Coonrod Inv 63954.pdf>



Crane Worldwide Logistics LLC

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

Tel/Fax 6304779100 /

INVOICE

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

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

Account No : C2184102

Shipper : POWER ELECTRONICS ESPANA

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

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

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

Description	Rate	Quantity	Tax	Amount
Delivery	545.000	1.000 40HC		545.00
Total - US Dollar:FIVE HUNDRED AND FORTY FIVE DOLLARSONLY			USD	545.00


Remarks:

Prepared By: Jennifer Tednes

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

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

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

SHIPPER POWER ELECTRONICS ESPAÑA S.L. RDA. DEL CAMP D'AVIACIÓ , 4 46160 LLÍRIA ESPAÑA		<div>B/L Nº: 13.605</div> <div>ES</div>	
CONSIGNEE FRANCIS ENERGY LLC 15 E 5TH ST, STE 821 TULSA, OK 74103 - USA HONE: 918-236-1791		<div>OCEAN BILL OF</div> <div>EXPRESS BL</div> <div></div>	
NOTIFY CINDY LARSEN, LCB 1500 RANKIN ROAD HOUSTON TX 77073 - USA M: +1 281-755-9816 CINDY.LARSEN@CRANEWW.COM			
PRECARRIAGE BY PLACE OF RECEIPT			
VESSEL CSL MANHATTAN		PORT OF LOADING VALENCIA	
PORT OF DISCHARGE HOUSTON		PLACE OF DELIVERY	
		STRIPPING, HANDLING AND DOCUMENTATION FEES AT PORT	
		OF DESTINATION FOR ACCOUNT OF EACH CONSIGNEE AS PER AGENTS TARIFF.	

Marks and Numbers Seal Number	Number and Kind of Packages	Description of goods	Gross weight	Measurement
GAOU6440965 40' HC S/045057	2 PACKAGES	LCL S.T.C.: ELECTRICAL MACHINERY HS CODE 850440	1.106,00kg	6,479 cbm
LCL/LCL	Total: 2 PACKAGES	FREIGHT PREPAID	Total:1.106,00 Kg	Total: 6,479 m³

* Applicable only when document used as a Through Bill of Lading.	SHIPPED on board in apparent good order and condition, weight, measure, marks, numbers, quality, contents, and value unknown, for carriage to the Port of Discharge or so near thereunto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid Port unto Consignees or their Assigns, they paying freight as indicated to the left plus other charges incurred in accordance with the provisions contained in this Bill of Lading. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order. IN WITNESS whereof the Master of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.
FREIGHT TO BE PAID, DISCOUNTLESS NON RETURNABLE SHIP AND / OR CARGO LOST OR NOT LOST	
According to the declaration of the shipper	

Freight amount / Importe del flete CFR HOUSTON	Freight payable at ORIGIN	Place and date of issue VALENCIA 07/11/2022
Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> covered according to attached policy	Number of original Bs/L 0/ZERO	Stamp and Signature ADUANAS, LOGIST., TTE. E INTERM. EN UNID. DE SERV, S.A. AS CARRIER
For delivery of goods please apply to: ALTIVS USA CORP		

1.DEFINITIONS
"Carrier" means "Altius S.A. (Aduanas Logistica Transportes e Intermediación en Unidades de Comercio S.A.), Muelle Reparaciones Bouzas S/N, 36208, Vigo (Pontevedra) Spain".
"Carriage" means the whole or any part of the operations and services undertaken by Carrier in respect of the Goods covered by this bill of lading whether by water, land or air.
"Charges" includes freight, deadfreight, demurrage and all expenses and money obligations incurred or payable in accordance with the applicable tariff or this bill of lading.
"COGSA" means the U.S. Carriage of Goods by Sea Act.
"Container" includes any open or closed container, van, trailer, flatbed, flatrack, transportable tank or any similar receptacle whatsoever used to consolidate the Goods and any connected equipment.
"Goods" means the cargo, in whole or part, received from the shipper and any Container not supplied by or on behalf of Carrier.
"Hague Rules" means the International Convention for the Unification of Certain Rules relating to Bills of Lading of 1924 including the Visby Amendment and the 1979 Protocol.
"Hamburg Rules" means the UN-Convention on the Carriage of Goods by Sea of 1978.
"Merchant" includes the shipper, consignee, receiver, holder of this bill of lading, or any person owning or entitled to possession of the Goods or of this bill of lading, and the servants and agents and principals of any of these, all of whom shall be jointly and severally liable to Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this bill of lading.
"Subcontractor" includes the owners, managers, charterers, slot or space charterers, and operators al any Vessel (other than Carrier): underlying or substitute carriers; stevedores and terminal operators; and any direct or indirect servant, agent or subcontractor (including their own subcontractors), or any other party employed by or on behalf of Carrier, or whose services or equipment have been used to perform this contract whether in contractual privity with Carrier or not.
"Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel, feedership, barge or other means of conveyance by water used for the Carriage.
2.CARRIER'S TARIFF(S)
All terms and conditions of Carrier's applicable tariff(s), including but not limited to those pertaining to demurrage and detention are incorporated herein. Copies of the tariff(s) or relevant provisions thereof are obtainable from Carrier or the applicable regulatory body on request. In the event of a conflict between the terms and conditions of such tariff(s) and this bill of lading, the bill of lading shall prevail.
3.CHARGES
3.1Charges shall be deemed earned on acceptance of Goods or Containers or other packages for shipment by Carrier and shall be paid by Merchant in full, without any offset, counterclaim or deduction, Goods and/or Vessel or other conveyance lost or not lost and shall be non-returnable in any event.
3.2Merchant shall remain responsible for all Charges, regardless whether the bill of lading be marked, in words or symbols, "Prepaid" or "Collect".
3.3n case of non-payment of Charges or any other amount(s) due under this contract, Carrier is entitled to pursue the relevant amount(s) against Merchant or Goods and Merchant shall also be liable for interest on any overdue amount(s) as well as Carrier's reasonable attorney's fees and expenses incurred in collecting any amount(s) due.
3.4In arranging for any services with respect to Goods, Carrier shall be considered Merchant's agent for all purposes. Charges and any payment of Charges to parties other than Carrier shall not, in any event, be considered payment to Carrier.
3.5Charges for cold treatment are for administration only and do not impose any responsibility on Carrier for completion of cold treatment as per the applicable regulations.
4.CARRIER'S RESPONSIBILITY
4.1Except as otherwise noted herein, Carrier shall be responsible for loss of or damage to Goods under the following circumstances only:
(a)PORT-TO-PORT SHIPMENT
(1)When Goods have been lost or damaged from the time of loading on the Vessel until the time of discharge from the Vessel, Carrier's responsibility is governed by Spanish law making the Hague-Rules compulsorily applicable. However, if the bill of lading covers a shipment to or from the USA, COGSA governs Carrier's responsibility and shall apply during the time from loading the Goods on the Vessel until discharge as well as during all times before loading and after discharge of the Goods from the Vessel.
(2)Carrier shall not be responsible for any fault of its personnel and of the Vessel's crew in cases of damage or loss caused by fire or explosion on board the Vessel ("Fire"), or caused by the navigation or management of the Vessel save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods ("Error in Navigation").
(3)Carrier shall not be responsible for any fault of other persons involved in the navigation or management of the Vessel, in particular, a pilot on board of the Vessel or the Crew of a tug boat assisting the Vessel, in cases of damage or loss caused by the navigation or the management of the Vessel, except for damage or loss caused, when executing measures, which were predominantly taken in the interest of the Goods ("Error in Navigation").
(4)Carrier is not deemed to have custody of the Goods before loading and after discharge, and Carrier is not responsible for acts or omissions of a terminal operator to which the Goods were submitted either by Carrier or by Merchant.
(b)MULTIMODAL TRANSPORT
(1)If it is established that loss or damage to Goods occurred during the port-to-port leg,Carrier's responsibility is governed by clause 4. 1(a) and if it is established that loss or damage to Goods occurred during any other leg, the law applicable to such leg of transport shall apply except that if the bill of lading covers a shipment to or from the USA, in which case COGSA shall apply for all legs of transport. If the law thus applicable is not compulsory Carrier's liability shall never exceed 2 Special Drawing Rights ("SDR") per kilo of gross weight of Goods lost or damaged.
(2)If it is not established during which leg of transport loss of or damage to Goods has occurred, Carrier's liability shall be determined in accordance with Spanish law, except for shipments to or from the USA in which case COGSA shall apply, unless otherwise provided for herein, in no event shall the liability of Carrier exceed 2 SDR per kilo of gross weight of Goods lost or damaged.
4.2LIMITATION OF LIABILITY
(a)In no event shall Carrier's liability under or in connection with this bill of lading exceed 2 SDR per kilo of the gross weight of the Goods lost or damaged, except that if COGSA applies, in which case liability shall not exceed US\$ 500 per package or per customary freight unit, as the case may be.
(b)The limitations of liability provided herein apply unless the nature and value of the Goods have been declared by Merchant prior to shipment and inserted in the box "Declared value" and extra freight paid if required. In no event shall the limitation amount exceed the declared value and nothing herein shall be construed as a waiver of limitation.
(c)The terms and conditions in Carrier's tariff(s) and herein (including the limitation of liability of US\$ 500 per package or per customary freight unit and law and jurisdiction clauses in this bill of lading) shall apply to all multimodal shipments originating in the USA unless Merchant selects full value Carmack liability coverage under 49 U.S.C. § 11706 by notifying Carrier at the time of booking the Goods and prepaying a negotiated Carmack freight rate obtained from Carrier.
4.3MISCELLANEOUS PROVISIONS
(a)Delay: Carrier does not undertake that Goods or any documents relating thereto will arrive at a particular time at the Port of Discharge or at the Place of Delivery and Carrier shall not under any circumstances whatsoever be liable for any direct, indirect or consequential loss or damage caused by delay, unless such delay was caused by Carrier, its servants or agents with the intention to cause damage or recklessly or with knowledge that such damage would probably result. If Carrier nevertheless shall be held legally liable for any loss or damage caused by delay, such liability shall in no event exceed 3 (three) times the freight paid.
(b)Except as provided herein, under no circumstances shall Carrier be liable for any indirect or consequential loss or damage or for any loss of profit or business from any cause whatsoever, unless such loss or damage was caused by Carrier, its servants or agents with the intention to cause damage, or recklessly or with knowledge that such damage would probably result.
(c)The liberties, rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature, provided in this bill of lading, or under statute, shall apply in any action or proceeding against Carrier whether founded in contract, tort, bailment or otherwise.
(d)Carrier shall, notwithstanding any legislation is applicable hereunder, be entitled to the benefit of Sections 30501 through 30511, Title 46, U.S. Code as may be amended as if the same were expressly set out herein, including but not limited to the Limitation of Liability Act and Fire Statute.
(e)Carrier shall have no liability whatsoever arising out of or in connection with the acts of any person (not employed or instructed by Carrier) who unlawfully, by the use of force or threats of any kind, damages, ceases, or exercises control over the Goods, over any Subcontractor or over any means of transportation or storage of the Goods.
5.SUBCONTRACTING
(a)Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing or other handling whatsoever as well as any and all duties whatsoever undertaken by it in relation to the Goods or Containers or in performance of this contract.
(b)No Subcontractor shall in any circumstances be under any liability whatsoever to Merchant for any loss, damage or delay whether arising or resulting directly or indirectly from any act, neglect or default on the Subcontractor's part, and Merchant undertakes that no claim or allegation, whether in contract, bailment, tort, or otherwise, shall be made against any Subcontractor seeking to impose any liability whatsoever in connection with this contract. If any such claim or allegation should nevertheless be made, Merchant will indemnify Carrier against all consequences thereof.
(c)Without prejudice to the foregoing, every liberty, exemption, limitation of and exonerations from liability, condition, right, defense and immunity contained herein or available to Carrier including the right to enforce any law or jurisdiction provision contained herein shall also be available to and extend to every Subcontractor and Vessel which shall be entitled to enforce same against Merchant.
6.METHODS OF PERFORMANCE/LIBERTIES
6.1Carrier may at any time and without notice:
(a)Use any means of transport (water, land and/or air) or storage whatsoever to accomplish the total or any part of the Carriage.
(b)Transship or carry on another Vessel or conveyance or by any other means of transport than that named on the reverse side thereof.
(c)Proceed by any route, place or port, in its discretion, at any speed and in any order, and omit, proceed to or stay at any place or port whatsoever, whether scheduled or not.
(d)Sail with or without pilots.
(e)Terminate the transportation and discharge Goods or Containers and require Merchant to take delivery. Upon Merchant's failure to do so, Carrier can take any measures including devanning, selling, disposing or storing the Goods at risk and expense of Merchant and Goods.
(f)Open any Container to inspect the contents, and if it appears that any part thereof cannot safely or properly be carried, either at all or without incurring additional expense, Carrier may terminate the transportation and/or incur any reasonable additional expenses to continue Carriage at Merchants risk and expense.
(g)Carry livestock, explosives, munitions, warlike stores, dangerous or hazardous Goods or lawful Goods of any and all kinds.

(h)Dry dock or stop at any unscheduled port for bunkers, repairs or for any purpose whatsoever.
(i)Comply with any orders, directions or recommendations given by any government or authority; and/or
(j)Take any other steps or precautions as may appear reasonable to Carrier under the circumstances.
6.2The liberties set out in 6.1 above may be invoked for any purpose whatsoever and shall not be deemed to be an unreasonable deviation. Notwithstanding, Carrier shall be entitled to full Charges and any additional freight, storage and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from Merchant, and Carrier shall have a lien on the Goods for same.
7.DECK CARGO
Goods, whether containerized or not, may be carried on or under deck without notice to Merchant and at Carrier's sole option, and Merchant expressly agrees that: (i) Containers carried on deck are considered for all legal purposes to be stowed under deck; (ii) Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck Carriage; (iii) Carriage of Goods on deck not in Container(s) is solely at Merchants risk; (iv) Carrier is not responsible for any expense, loss, damage or delay to the Goods resulting from Carriage on deck; (v) Carriage of Goods on deck is subject to all terms and conditions of this bill of lading.
8.DELIVERY
8.1Neither Carrier nor any Subcontractors are obliged to inform Merchant or Notify Party of Vessel's estimated or actual date or time of arrival, and if given, such information shall be considered gratuitous.
8.2Merchant shall take delivery of the Goods within the time provided in Carrier's applicable Tariff(s). If Merchant fails to do so, Carrier may without notice take any reasonable measure at Merchant's sole risk and expense, including devanning, selling, disposing, or storing the Goods. Such measures shall constitute due delivery hereunder and all liability whatsoever of Carrier in respect of the Goods shall cease.
8.3After discharge of the Goods, Carrier shall not be responsible for any claims, loss, liability, penalties, damage, delay, fines, attorney fees, costs and/or expenses: (i) arising out of the Goods being in the custody of Customs or other authority and/ or (ii) in the event the Goods are improperly released or delivered by Customs or other authority to a third party without the consent of Carrier.
9.NOTICE OF CLAIM AND TIME TO SUE
If notice of loss, damage or claim is not given at time of discharge/removal of Goods by Merchant or, if not then apparent, within 3 (three) consecutive days thereafter, a presumption of discharge/delivery in good order shall arise. In any event, Carrier shall be discharged from all liability whatsoever in respect of the Goods, including any claims for indemnity or contribution, unless suit is brought within 1 (one) year after their delivery or the date when they should have been delivered, provided however that if a shorter period for commencement of suit applies under applicable law, any liability whatsoever of Carrier shall cease unless suit is brought within such shorter period.
10.CARRIER'S LIEN
Carrier shall have a lien on Goods and any Charges and documents relating thereto for all sums due under this contract or any other contract or undertaking to which Merchant was party or otherwise involved, which lien shall also extend to General Average contributions, salvage and cost of recovering such sums, inclusive of attorney fees, and shall survive delivery. Such lien may be enforced by Carrier by public or private sale at expense of and without notice to Merchant.
11.MERCHANT'S RESPONSIBILITY
11.1Merchant warrants that in agreeing to the terms and conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the Goods and this bill of lading. Merchant further warrants that: (i) the particulars relating to the Goods as set out on the reverse hereof have been checked and that such particulars, and any other particulars furnished by or on behalf of Merchant are adequate and correct, and (ii) it has complied with all statutes, ordinances, regulations and requirements of whatsoever nature relative to the Goods, Containers or other packages, its/their documentation or in any other way relating thereto.
11.2Merchant acknowledges that carriage of bullion, precious metals or minerals, diamonds, precious or semi-precious stones or coinage, artworks, antiques, jewellery or rare or precious artefacts, documents of value including but not limited to currency notes, bonds, bearer documents, negotiable instruments, bank drafts, checks, or payment orders, is subject to particular provisions furnished with the booking of the Goods and Carrier's written approval prior to shipment.
11.3When a Container is stuffed by or on behalf of Merchant, such Container shall be deemed shipped as "Shipper's weight, load, stow, count and seal" and Carrier shall not be liable for loss of or damage to the Goods caused by the: (i) manner in which Container has been stuffed; (ii) unsuitability of Goods for Carriage in Containers, or (iii) Merchant's failure to seal the Container at the commencement of Carriage. Merchant agrees Carrier has no reasonable means of checking quantity, weight, condition, identity or existence of contents or manner in which Goods are stuffed, stowed and secured within Container or breakbulk cargo is packaged, or that same is accurate or proper.
11.4When a Container is supplied by Carrier and has been stuffed by or on behalf of Merchant, Carrier shall not be liable for loss of or damage to the Goods caused by the unsuitability or defective condition of the Container, which would have been apparent upon reasonable inspection by Merchant at or prior to time Container was stuffed.
11.5In absence of a written request to the contrary, Carrier is not under an obligation to provide a Container of any particular type or quality.
11.6When any Container is owned or leased by Carrier, Merchant shall be liable, at tariff rates, for any delay beyond time allowed for the use of such Container, and for any loss, damage or expense incurred by Carrier as a result of failure to return the Container to Carrier in sound condition and state of cleanliness as when received, even if a condition caused by Goods does not then manifest itself and/or results in loss damage or expense at a subsequent time. Payment therefor is due upon presentation of written cost estimates.
11.7Carrier is committed to the concept of supply chain security. Merchant ensures the sealing of all packed Containers immediately after stuffing is completed and before placing them at Carrier's disposal for all destinations. Only high security seals must be used. All seals must meet the specifications for high security seals issued by the International Organization for Standardization under ISO/PAS 17712 and any subsequent amendment or new definition thereof.
11.8When a Container is supplied by Merchant, Merchant warrants that: (i) the Container complies with CSC, ISO standards and all applicable rules and regulations established by IMO or other competent authorities or bodies, and (ii) the Container(s) meet or exceed applicable stacking weight and racking test load minimums.
11.9Merchant shall be liable for and shall indemnify, defend and hold Carrier harmless against all claims, loss, liability, penalties, damage, delay, fines, attorney fees, costs, and/or expenses arising from any failure of Merchant to comply with the above- mentioned obligations or otherwise provided in this bill of lading or in any way related to the Goods or Container or which results from the acts or omissions of Merchant, its agents or servants or third parties for whom Merchant, its agents or servants are responsible.
12.DANGEROUS OR HAZARDOUS GOODS
12.1No Goods which are or may become dangerous, hazardous, flammable, explosive, noxious or damaging (including radioactive material), or which are or may become liable to damage any person or property whatsoever, regardless of whether such Goods are listed in any international or national code, convention, listing or table, shall be tendered to Carrier for Carriage without its express consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to Carrier without such written consent and marking, or if in the opinion of Carrier the Goods are or are liable to become of a dangerous, hazardous, flammable, explosive, noxious or damaging nature, the same may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to Merchant.
12.2Merchant undertakes that such Goods are packed in a manner adequate to withstand the risk of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Goods or Carriage including IMDG Code, ADA, RID, and CFR.
12.3Merchant shall indemnify and defend Carrier against all claims, loss, liability, damage, delay, fines, attorney fees, costs, and/or expenses arising from or related to the Carriage of such Goods and/or breach of any of the warranties and obligations provided herein whether or not Merchant was aware of the nature of such Goods.
13.REEFER CONTAINERS
Containers with temperature- or atmosphere-controlled apparatus will not be furnished unless expressly contracted for in writing at time of booking and, when furnished, may entail increased Charges. In absence of an express request, it shall be conclusively presumed that use of a dry Container is appropriate for the Goods. Merchant must provide Carrier with desired set-temperature when delivering Containers to Carrier. Carrier shall not be responsible for: (i) the functioning of temperature- or atmosphere-controlled Containers not supplied by Carrier or related companies or (ii) the consequences of the Goods. When placed in any Container, being at a higher temperature than that required for the Carriage (hot stuffing). Merchant acknowledges that temperature - or atmosphere-controlled Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature or to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and Carrier does not guarantee the maintenance of any intended level of humidity inside any Container. Merchant acknowledges that Goods, which require refrigeration, ventilation or other specialized attention, were not verified by Carrier, when received, as being at the carrying temperature, humidity level or other condition designated by Merchant.
14.BOTH-TO-BLAME COLLISION CLAUSE
The Both-to-Blame Collision Clause published by the Baltic and International Maritime Council and obtainable from Carrier or its agents upon request is hereby incorporated herein.
15.GENERAL AVERAGE
15.1General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994. Merchant shall give such cash deposit or other security as Carrier may deem sufficient to cover estimated General Average contribution of Goods before delivery as Carrier requires or, if not so required, within 3 (three) months of delivery of Goods, whether or not at the time of delivery Merchant had notice of Carrier's lien. Carrier shall be under no obligation to exercise any lien for General Average contribution due from Merchant(s).
15.2Cargo's contribution in General Average shall be paid even when such Average is result of fault, neglect or error of the Master, pilot, officers, or crew. The New Jason Clause published by the Baltic and International Maritime Council and obtainable from Carrier or its agents upon request is hereby incorporated herein.
16.LAW AND JURISDICTION
This Bill of Lading shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this contract shall be determined by Arbitration in London. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.
17.NON-WAIVER AND SEVERABILITY
17.1No servant or agent of Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of Carrier having actual authority to bind Carrier to such waiver or variation.
17.2Nothing herein shall operate to deprive Carrier of any statutory protection or defense, immunity, exemption, limitation of or exonerations from liability contained in applicable laws.
17.3The terms and conditions of this bill of lading (including those of the applicable tariff(s)) are separable, and if any part or term is held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

Invoice

Invoice information

Customer's code:

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

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

Invoice issued by: Power Electronics USA
Issuing CIF: 463219523

Comments

Invoice number:

USA22/069

Invoice date:

03.11.2022

Notify:

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

Consignee:

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

Pos	Reference	Product Description	Quantity	Price USD	Amount USD
10	NB150SU0000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB	2.00 PC	44.700,00	89.400,00

(31614047, 31614050)

Corresponding to delivery note 80672965

Subtotal: 89.400,00

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

Terms of sale

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

ENTRY/IMMEDIATE DELIVERY

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

19 CFR 142.3, 142.16, 142.22, 142.24

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

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

27. CERTIFICATION

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

SIGNATURE OF APPLICANT

X Crane Worldwide Logistics, LLC

PHONE NO.

281-869-5179

DATE

10/28/22

29. BROKER OR OTHER GOVT. AGENCY USE

Req. Exam at:
Transfer By:

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

28. CBP USE ONLY

☐ OTHER AGENCY ACTION REQUIRED, NAMELY:

☐ CBP EXAMINATION REQUIRED

☐ ENTRY REJECTED, BECAUSE:

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

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

Cindy Parzer

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

Cargo Release Results

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

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

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

*All Times are Eastern Standard Time

Master Bill	House Bill	1C
ZIMU VLC10135329	IFSN 1259428	1C Entered



ENTRY SUMMARY

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



Crane Worldwide Logistics LLC

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

Tel/Fax 6304779100 /

INVOICE

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

Date : 10/31/2022 Page : 1 / 1
Invoice No. : ISIORD221001341 /
Credit Term : D10 Customer ID:FRAN192ORD
Due Date : 11/10/2022
Job No. : DSI2210ORD01333
BL / AWB No. : 2000000385
MBL/MAWB No. : 2000000385
Job Date : 10/28/2022

Account No : C2184102

Shipper : POWER ELECTRONICS ESPANA

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

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

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

Description	Rate	Quantity	Tax	Amount
Customs Bond	600.000	1.000 SHP		600.00
Customs Clearance/Entry Fee	125.000	1.000 SHP		125.00
Customs MPF Charges	575.350	1.000 SHP		575.35
Customs HMF Charges	844.200	1.000 SHP		844.20

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

Remarks:

Prepared By: Erica Lopez

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

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

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



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

ARRIVAL NOTICE

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

LOCATION BARBOURS CUT TERMINAL S787	NOTES

Wire Transfer Details.

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

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

Make checks payable to Altius USA Corp.

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

Proforma invoice

Customer data**Customer code:** 300579

Francis Energy, LLC

1924 E 6th St,

74104, Tulsa, Oklahoma, US

VAT/EIN number:**Customer P.O. n°:** 71522002 Stock PO-01**Purchase order** Francis, Stock PO-013122002, EV**Offer number:** 20127085**Proforma:****US22-067****Date:****10/19/2022****Billing address**

Francis Energy, LLC

1924 E 6th St,

74104, Tulsa, Oklahoma, US

Notify:

Cindy Larsen, LCB

Import Brokerage Manager

1500 Rankin Road | Houston, TX 77073

M: +1 281-755-9816

cindy.larsen@cranewww.com

Consignee:

FRANCIS ENERGY, LLC

15 E 5TH ST, STE 821

TULSA, OK 74103 - USA

PH: 918-236-1791

FAX 918-491-4587

Comments

As per import purposes.

Pos	Reference	Description	Quantity	Price USD	Amount USD
10	NB120SU00000019	NB 120 STANDALONE UL SPB CCS1 + CHADEMO	4.000 PC	31,150.00	124,600.00
20	NB150SU0000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB	14.000 PC	44,700.00	625,800.00

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

Terms of sale

Payment terms: Agreement

Incoterm: CIF, HOUSTON

ENTRY/IMMEDIATE DELIVERY

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

19 CFR 142.3, 142.16, 142.22, 142.24

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

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

27. CERTIFICATION

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

SIGNATURE OF APPLICANT

X Crane Worldwide Logistics, LLC

PHONE NO.

281-869-5179

DATE

10/14/22

29. BROKER OR OTHER GOVT. AGENCY USE

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

28. CBP USE ONLY

☐ OTHER AGENCY ACTION REQUIRED, NAMELY:

☐ CBP EXAMINATION REQUIRED

☐ ENTRY REJECTED, BECAUSE:

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

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

Cindy Parzer

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

Cargo Release Results

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

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

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

*All Times are Eastern Standard Time

Master Bill	House Bill	1C
HLCU BC1220953156	HLCU BC1MI53156AA	1C Entered



ENTRY SUMMARY

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

Jennifer Clagg

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

Jennifer,

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

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

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

- OEV-00259 Allsup's Alamogordo Store 102377

-Jordan



Jordan Howard
General Manager of Operations

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

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

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

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

Attached invoice needs approved and job # if applicable.



Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

www.francisenergy.com

**Crane Worldwide Logistics LLC**

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

Tel/Fax 6304779100 /

INVOICE

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

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

Account No : C2184102

Shipper : POWER ELECTRONICS ESPANA

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

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

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

Description	Rate	Quantity	Tax	Amount
Import Terminal Handling	962.180	1.000 SHP		962.18
Delivery	875.000	1.000 SHP		875.00
Transload Fee	1,100.000	1.000 SHP		1,100.00
Blocking & Bracing	350.000	1.000 SHP		350.00
Trucking Crane Houston to Tulsa	1,870.000	1.000 SHP		1,870.00
Total - US Dollar:FIVE THOUSAND ONE HUNDRED FIFTY SEVEN DOLLARS AND EIGHTEEN CENTSONLY			USD	5,157.18

Remarks:

Prepared By: Erica Lopez

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

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

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



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

ARRIVAL NOTICE

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

LOCATION BARBOURS CUT TERMINAL S787	NOTES

Wire Transfer Details.

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

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

Make checks payable to Altius USA Corp.

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

Proforma invoice

Customer data**Customer code:** 300579

Francis Energy, LLC

1924 E 6th St,

74104, Tulsa, Oklahoma, US

VAT/EIN number:**Customer P.O. n°:** 71522002 Stock PO-01**Purchase order** Francis, Stock PO-013122002, EV**Offer number:** 20127085**Proforma:****US22-067****Date:****10/19/2022****Billing address**

Francis Energy, LLC

1924 E 6th St,

74104, Tulsa, Oklahoma, US

Notify:

Cindy Larsen, LCB

Import Brokerage Manager

1500 Rankin Road | Houston, TX 77073

M: +1 281-755-9816

cindy.larsen@cranewww.com

Consignee:

FRANCIS ENERGY, LLC

15 E 5TH ST, STE 821

TULSA, OK 74103 - USA

PH: 918-236-1791

FAX 918-491-4587

Comments

As per import purposes.

Pos	Reference	Description	Quantity	Price USD	Amount USD
10	NB120SU00000019	NB 120 STANDALONE UL SPB CCS1 + CHADEMO	4.000 PC	31,150.00	124,600.00
20	NB150SU0000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB	14.000 PC	44,700.00	625,800.00

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

Terms of sale

Payment terms: Agreement

Incoterm: CIF, HOUSTON

ENTRY/IMMEDIATE DELIVERY

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

19 CFR 142.3, 142.16, 142.22, 142.24

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

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

27. CERTIFICATION

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

SIGNATURE OF APPLICANT

X Crane Worldwide Logistics, LLC

PHONE NO.

281-869-5179

DATE

10/14/22

29. BROKER OR OTHER GOVT. AGENCY USE

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

28. CBP USE ONLY

☐ OTHER AGENCY ACTION REQUIRED, NAMELY:

☐ CBP EXAMINATION REQUIRED

☐ ENTRY REJECTED, BECAUSE:

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

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

Cindy Parzer

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

Cargo Release Results

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

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

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

*All Times are Eastern Standard Time

Master Bill	House Bill	1C
HLCU BC1220953156	HLCU BC1MI53156AA	1C Entered



ENTRY SUMMARY

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

Jennifer Clagg

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

Jennifer,

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

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

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

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-Jordan



Jordan Howard
General Manager of Operations

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

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

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

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

Attached invoice needs approved and job # if applicable.



Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

www.francisenergy.com

**Crane Worldwide Logistics LLC**

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

Tel/Fax 6304779100 /

INVOICE

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

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

Account No : C2184102

Shipper : POWER ELECTRONICS ESPANA

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

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

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

Description	Rate	Quantity	Tax	Amount
Customs Clearance/Entry Fee	125.000	1.000 SHP		125.00
Estimated Customs MPF Charges	309.680	1.000 SHP		309.68
Estimated Customs HMF Charges	111.750	1.000 SHP		111.75
ISF Filing Fee	35.000	1.000 SHP		35.00
Total - US Dollar:FIVE HUNDRED EIGHTY ONE DOLLARS AND FORTY THREE CENTSONLY			USD	581.43

Remarks:

Prepared By: Jennifer Tednes

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

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

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

Jennifer Clagg

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

Approved, goes to PO #071522002.



Jordan Howard
General Manager of Operations

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

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

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

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

needs approved and job?



Jennifer Clagg
Accounting/Payroll

O: (918) 236-1814

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

www.francisenergy.com

SHIPPER POWER ELECTRONICS ESPAÑA S.L. RDA. DEL CAMP D'AVIACIÓ , 4 46160 LLÍRIA ESPAÑA		<div>B/L Nº: 13.605</div> <div>ES</div>	
		OCEAN BILL OF	
		EXPRESS BL	
CONSIGNEE FRANCIS ENERGY LLC 15 E 5TH ST, STE 821 TULSA, OK 74103 - USA HONE: 918-236-1791		<div></div>	
NOTIFY CINDY LARSEN, LCB 1500 RANKIN ROAD HOUSTON TX 77073 - USA M: +1 281-755-9816 CINDY.LARSEN@CRANEWW.COM			
PRECARRIAGE BY PLACE OF RECEIPT			
VESSEL CSL MANHATTAN		PORT OF LOADING VALENCIA	
PORT OF DISCHARGE HOUSTON		PLACE OF DELIVERY	
		STRIPPING, HANDLING AND DOCUMENTATION FEES AT PORT	
		OF DESTINATION FOR ACCOUNT OF EACH CONSIGNEE AS PER AGENTS TARIFF.	

Marks and Numbers Seal Number	Number and Kind of Packages	Description of goods	Gross weight	Measurement
GAOU6440965 40' HC S/045057	2 PACKAGES	LCL S.T.C.: ELECTRICAL MACHINERY HS CODE 850440	1.106,00kg	6,479 cbm
LCL/LCL	Total: 2 PACKAGES	FREIGHT PREPAID	Total:1.106,00 Kg	Total: 6,479 m³

* Applicable only when document used as a Through Bill of Lading.	SHIPPED on board in apparent good order and condition, weight, measure, marks, numbers, quality, contents, and value unknown, for carriage to the Port of Discharge or so near thereunto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid Port unto Consignees or their Assigns, they paying freight as indicated to the left plus other charges incurred in accordance with the provisions contained in this Bill of Lading. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order. IN WITNESS whereof the Master of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.
FREIGHT TO BE PAID, DISCOUNTLESS NON RETURNABLE SHIP AND / OR CARGO LOST OR NOT LOST	
According to the declaration of the shipper	

Freight amount / Importe del flete CFR HOUSTON	Freight payable at ORIGIN	Place and date of issue VALENCIA 07/11/2022
Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> covered according to attached policy	Number of original Bs/L 0/ZERO	Stamp and Signature ADUANAS, LOGIST., TTE. E INTERM. EN UNID. DE SERV, S.A. AS CARRIER
For delivery of goods please apply to: ALTIVS USA CORP		

1.DEFINITIONS
"Carrier" means "Altius S.A. (Aduanas Logistica Transportes e Intermediación en Unidades de Comercio S.A.), Muelle Reparaciones Bouzas S/N, 36208, Vigo (Pontevedra) Spain".
"Carriage" means the whole or any part of the operations and services undertaken by Carrier in respect of the Goods covered by this bill of lading whether by water, land or air.
"Charges" includes freight, deadfreight, demurrage and all expenses and money obligations incurred or payable in accordance with the applicable tariff or this bill of lading.
"COGSA" means the U.S. Carriage of Goods by Sea Act.
"Container" includes any open or closed container, van, trailer, flatbed, flatrack, transportable tank or any similar receptacle whatsoever used to consolidate the Goods and any connected equipment.
"Goods" means the cargo, in whole or part, received from the shipper and any Container not supplied by or on behalf of Carrier.
"Hague Rules" means the International Convention for the Unification of Certain Rules relating to Bills of Lading of 1924 including the Visby Amendment and the 1979 Protocol.
"Hamburg Rules" means the UN-Convention on the Carriage of Goods by Sea of 1978.
"Merchant" includes the shipper, consignee, receiver, holder of this bill of lading, or any person owning or entitled to possession of the Goods or of this bill of lading, and the servants and agents and principals of any of these, all of whom shall be jointly and severally liable to Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this bill of lading.
"Subcontractor" includes the owners, managers, charterers, slot or space charterers, and operators al any Vessel (other than Carrier): underlying or substitute carriers; stevedores and terminal operators; and any direct or indirect servant, agent or subcontractor (including their own subcontractors), or any other party employed by or on behalf of Carrier, or whose services or equipment have been used to perform this contract whether in contractual privity with Carrier or not.
"Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel, feedership, barge or other means of conveyance by water used for the Carriage.
2.CARRIER'S TARIFF(S)
All terms and conditions of Carrier's applicable tariff(s), including but not limited to those pertaining to demurrage and detention are incorporated herein. Copies of the tariff(s) or relevant provisions thereof are obtainable from Carrier or the applicable regulatory body on request. In the event of a conflict between the terms and conditions of such tariff(s) and this bill of lading, the bill of lading shall prevail.
3.CHARGES
3.1Charges shall be deemed earned on acceptance of Goods or Containers or other packages for shipment by Carrier and shall be paid by Merchant in full, without any offset, counterclaim or deduction, Goods and/or Vessel or other conveyance lost or not lost and shall be non-returnable in any event.
3.2Merchant shall remain responsible for all Charges, regardless whether the bill of lading be marked, in words or symbols, "Prepaid" or "Collect".
3.3n case of non-payment of Charges or any other amount(s) due under this contract, Carrier is entitled to pursue the relevant amount(s) against Merchant or Goods and Merchant shall also be liable for interest on any overdue amount(s) as well as Carrier's reasonable attorney's fees and expenses incurred in collecting any amount(s) due.
3.4In arranging for any services with respect to Goods, Carrier shall be considered Merchant's agent for all purposes. Charges and any payment of Charges to parties other than Carrier shall not, in any event, be considered payment to Carrier.
3.5Charges for cold treatment are for administration only and do not impose any responsibility on Carrier for completion of cold treatment as per the applicable regulations.
4.CARRIER'S RESPONSIBILITY
4.1Except as otherwise noted herein, Carrier shall be responsible for loss of or damage to Goods under the following circumstances only:
(a)PORT-TO-PORT SHIPMENT
(1)When Goods have been lost or damaged from the time of loading on the Vessel until the time of discharge from the Vessel, Carrier's responsibility is governed by Spanish law making the Hague-Rules compulsorily applicable. However, if the bill of lading covers a shipment to or from the USA, COGSA governs Carrier's responsibility and shall apply during the time from loading the Goods on the Vessel until discharge as well as during all times before loading and after discharge of the Goods from the Vessel.
(2)Carrier shall not be responsible for any fault of its personnel and of the Vessel's crew in cases of damage or loss caused by fire or explosion on board the Vessel ("Fire"), or caused by the navigation or management of the Vessel save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods ("Error in Navigation").
(3)Carrier shall not be responsible for any fault of other persons involved in the navigation or management of the Vessel, in particular, a pilot on board of the Vessel or the Crew of a tug boat assisting the Vessel, in cases of damage or loss caused by the navigation or the management of the Vessel, except for damage or loss caused, when executing measures, which were predominantly taken in the interest of the Goods ("Error in Navigation").
(4)Carrier is not deemed to have custody of the Goods before loading and after discharge, and Carrier is not responsible for acts or omissions of a terminal operator to which the Goods were submitted either by Carrier or by Merchant.
(b)MULTIMODAL TRANSPORT
(1)If it is established that loss or damage to Goods occurred during the port-to-port leg,Carrier's responsibility is governed by clause 4. 1(a) and if it is established that loss or damage to Goods occurred during any other leg, the law applicable to such leg of transport shall apply except that if the bill of lading covers a shipment to or from the USA, in which case COGSA shall apply for all legs of transport. If the law thus applicable is not compulsory Carrier's liability shall never exceed 2 Special Drawing Rights ("SDR") per kilo of gross weight of Goods lost or damaged.
(2)If it is not established during which leg of transport loss of or damage to Goods has occurred, Carrier's liability shall be determined in accordance with Spanish law, except for shipments to or from the USA in which case COGSA shall apply, unless otherwise provided for herein, in no event shall the liability of Carrier exceed 2 SDR per kilo of gross weight of Goods lost or damaged.
4.2LIMITATION OF LIABILITY
(a)In no event shall Carrier's liability under or in connection with this bill of lading exceed 2 SDR per kilo of the gross weight of the Goods lost or damaged, except that if COGSA applies, in which case liability shall not exceed US\$ 500 per package or per customary freight unit, as the case may be.
(b)The limitations of liability provided herein apply unless the nature and value of the Goods have been declared by Merchant prior to shipment and inserted in the box "Declared value" and extra freight paid if required. In no event shall the limitation amount exceed the declared value and nothing herein shall be construed as a waiver of limitation.
(c)The terms and conditions in Carrier's tariff(s) and herein (including the limitation of liability of US\$ 500 per package or per customary freight unit and law and jurisdiction clauses in this bill of lading) shall apply to all multimodal shipments originating in the USA unless Merchant selects full value Carmack liability coverage under 49 U.S.C. § 11706 by notifying Carrier at the time of booking the Goods and prepaying a negotiated Carmack freight rate obtained from Carrier.
4.3MISCELLANEOUS PROVISIONS
(a)Delay: Carrier does not undertake that Goods or any documents relating thereto will arrive at a particular time at the Port of Discharge or at the Place of Delivery and Carrier shall not under any circumstances whatsoever be liable for any direct, indirect or consequential loss or damage caused by delay, unless such delay was caused by Carrier, its servants or agents with the intention to cause damage or recklessly or with knowledge that such damage would probably result. If Carrier nevertheless shall be held legally liable for any loss or damage caused by delay, such liability shall in no event exceed 3 (three) times the freight paid.
(b)Except as provided herein, under no circumstances shall Carrier be liable for any indirect or consequential loss or damage or for any loss of profit or business from any cause whatsoever, unless such loss or damage was caused by Carrier, its servants or agents with the intention to cause damage, or recklessly or with knowledge that such damage would probably result.
(c)The liberties, rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature, provided in this bill of lading, or under statute, shall apply in any action or proceeding against Carrier whether founded in contract, tort, bailment or otherwise.
(d)Carrier shall, notwithstanding any legislation is applicable hereunder, be entitled to the benefit of Sections 30501 through 30511, Title 46, U.S. Code as may be amended as if the same were expressly set out herein, including but not limited to the Limitation of Liability Act and Fire Statute.
(e)Carrier shall have no liability whatsoever arising out of or in connection with the acts of any person (not employed or instructed by Carrier) who unlawfully, by the use of force or threats of any kind, damages, ceases, or exercises control over the Goods, over any Subcontractor or over any means of transportation or storage of the Goods.
5.SUBCONTRACTING
(a)Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing or other handling whatsoever as well as any and all duties whatsoever undertaken by it in relation to the Goods or Containers or in performance of this contract.
(b)No Subcontractor shall in any circumstances be under any liability whatsoever to Merchant for any loss, damage or delay whether arising or resulting directly or indirectly from any act, neglect or default on the Subcontractor's part, and Merchant undertakes that no claim or allegation, whether in contract, bailment, tort, or otherwise, shall be made against any Subcontractor seeking to impose any liability whatsoever in connection with this contract. If any such claim or allegation should nevertheless be made, Merchant will indemnify Carrier against all consequences thereof.
(c)Without prejudice to the foregoing, every liberty, exemption, limitation of and exonerations from liability, condition, right, defense and immunity contained herein or available to Carrier including the right to enforce any law or jurisdiction provision contained herein shall also be available to and extend to every Subcontractor and Vessel which shall be entitled to enforce same against Merchant.
6.METHODS OF PERFORMANCE/LIBERTIES
6.1Carrier may at any time and without notice:
(a)Use any means of transport (water, land and/or air) or storage whatsoever to accomplish the total or any part of the Carriage.
(b)Transship or carry on another Vessel or conveyance or by any other means of transport than that named on the reverse side thereof.
(c)Proceed by any route, place or port, in its discretion, at any speed and in any order, and omit, proceed to or stay at any place or port whatsoever, whether scheduled or not.
(d)Sail with or without pilots.
(e)Terminate the transportation and discharge Goods or Containers and require Merchant to take delivery. Upon Merchant's failure to do so, Carrier can take any measures including devanning, selling, disposing or storing the Goods at risk and expense of Merchant and Goods.
(f)Open any Container to inspect the contents, and if it appears that any part thereof cannot safely or properly be carried, either at all or without incurring additional expense, Carrier may terminate the transportation and/or incur any reasonable additional expenses to continue Carriage at Merchants risk and expense.
(g)Carry livestock, explosives, munitions, warlike stores, dangerous or hazardous Goods or lawful Goods of any and all kinds.

(h)Dry dock or stop at any unscheduled port for bunkers, repairs or for any purpose whatsoever.
(i)Comply with any orders, directions or recommendations given by any government or authority; and/or
(j)Take any other steps or precautions as may appear reasonable to Carrier under the circumstances.
6.2The liberties set out in 6.1 above may be invoked for any purpose whatsoever and shall not be deemed to be an unreasonable deviation. Notwithstanding, Carrier shall be entitled to full Charges and any additional freight, storage and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from Merchant, and Carrier shall have a lien on the Goods for same.
7.DECK CARGO
Goods, whether containerized or not, may be carried on or under deck without notice to Merchant and at Carrier's sole option, and Merchant expressly agrees that: (i) Containers carried on deck are considered for all legal purposes to be stowed under deck; (ii) Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck Carriage; (iii) Carriage of Goods on deck not in Container(s) is solely at Merchants risk; (iv) Carrier is not responsible for any expense, loss, damage or delay to the Goods resulting from Carriage on deck; (v) Carriage of Goods on deck is subject to all terms and conditions of this bill of lading.
8.DELIVERY
8.1Neither Carrier nor any Subcontractors are obliged to inform Merchant or Notify Party of Vessel's estimated or actual date or time of arrival, and if given, such information shall be considered gratuitous.
8.2Merchant shall take delivery of the Goods within the time provided in Carrier's applicable Tariff(s). If Merchant fails to do so, Carrier may without notice take any reasonable measure at Merchant's sole risk and expense, including devanning, selling, disposing, or storing the Goods. Such measures shall constitute due delivery hereunder and all liability whatsoever of Carrier in respect of the Goods shall cease.
8.3After discharge of the Goods, Carrier shall not be responsible for any claims, loss, liability, penalties, damage, delay, fines, attorney fees, costs and/or expenses: (i) arising out of the Goods being in the custody of Customs or other authority and/ or (ii) in the event the Goods are improperly released or delivered by Customs or other authority to a third party without the consent of Carrier.
9.NOTICE OF CLAIM AND TIME TO SUE
If notice of loss, damage or claim is not given at time of discharge/removal of Goods by Merchant or, if not then apparent, within 3 (three) consecutive days thereafter, a presumption of discharge/delivery in good order shall arise. In any event, Carrier shall be discharged from all liability whatsoever in respect of the Goods, including any claims for indemnity or contribution, unless suit is brought within 1 (one) year after their delivery or the date when they should have been delivered, provided however that if a shorter period for commencement of suit applies under applicable law, any liability whatsoever of Carrier shall cease unless suit is brought within such shorter period.
10.CARRIER'S LIEN
Carrier shall have a lien on Goods and any Charges and documents relating thereto for all sums due under this contract or any other contract or undertaking to which Merchant was party or otherwise involved, which lien shall also extend to General Average contributions, salvage and cost of recovering such sums, inclusive of attorney fees, and shall survive delivery. Such lien may be enforced by Carrier by public or private sale at expense of and without notice to Merchant.
11.MERCHANT'S RESPONSIBILITY
11.1Merchant warrants that in agreeing to the terms and conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the Goods and this bill of lading. Merchant further warrants that: (i) the particulars relating to the Goods as set out on the reverse hereof have been checked and that such particulars, and any other particulars furnished by or on behalf of Merchant are adequate and correct, and (ii) it has complied with all statutes, ordinances, regulations and requirements of whatsoever nature relative to the Goods, Containers or other packages, its/their documentation or in any other way relating thereto.
11.2Merchant acknowledges that carriage of bullion, precious metals or minerals, diamonds, precious or semi-precious stones or coinage, artworks, antiques, jewellery or rare or precious artefacts, documents of value including but not limited to currency notes, bonds, bearer documents, negotiable instruments, bank drafts, checks, or payment orders, is subject to particular provisions furnished with the booking of the Goods and Carrier's written approval prior to shipment.
11.3When a Container is stuffed by or on behalf of Merchant, such Container shall be deemed shipped as "Shipper's weight, load, stow, count and seal" and Carrier shall not be liable for loss of or damage to the Goods caused by the: (i) manner in which Container has been stuffed; (ii) unsuitability of Goods for Carriage in Containers, or (iii) Merchant's failure to seal the Container at the commencement of Carriage. Merchant agrees Carrier has no reasonable means of checking quantity, weight, condition, identity or existence of contents or manner in which Goods are stuffed, stowed and secured within Container or breakbulk cargo is packaged, or that same is accurate or proper.
11.4When a Container is supplied by Carrier and has been stuffed by or on behalf of Merchant, Carrier shall not be liable for loss of or damage to the Goods caused by the unsuitability or defective condition of the Container, which would have been apparent upon reasonable inspection by Merchant at or prior to time Container was stuffed.
11.5In absence of a written request to the contrary, Carrier is not under an obligation to provide a Container of any particular type or quality.
11.6When any Container is owned or leased by Carrier, Merchant shall be liable, at tariff rates, for any delay beyond time allowed for the use of such Container, and for any loss, damage or expense incurred by Carrier as a result of failure to return the Container to Carrier in sound condition and state of cleanliness as when received, even if a condition caused by Goods does not then manifest itself and/or results in loss damage or expense at a subsequent time. Payment therefor is due upon presentation of written cost estimates.
11.7Carrier is committed to the concept of supply chain security. Merchant ensures the sealing of all packed Containers immediately after stuffing is completed and before placing them at Carrier's disposal for all destinations. Only high security seals must be used. All seals must meet the specifications for high security seals issued by the International Organization for Standardization under ISO/PAS 17712 and any subsequent amendment or new definition thereof.
11.8When a Container is supplied by Merchant, Merchant warrants that: (i) the Container complies with CSC, ISO standards and all applicable rules and regulations established by IMO or other competent authorities or bodies, and (ii) the Container(s) meet or exceed applicable stacking weight and racking test load minimums.
11.9Merchant shall be liable for and shall indemnify, defend and hold Carrier harmless against all claims, loss, liability, penalties, damage, delay, fines, attorney fees, costs, and/or expenses arising from any failure of Merchant to comply with the above- mentioned obligations or otherwise provided in this bill of lading or in any way related to the Goods or Container or which results from the acts or omissions of Merchant, its agents or servants or third parties for whom Merchant, its agents or servants are responsible.
12.DANGEROUS OR HAZARDOUS GOODS
12.1No Goods which are or may become dangerous, hazardous, flammable, explosive, noxious or damaging (including radioactive material), or which are or may become liable to damage any person or property whatsoever, regardless of whether such Goods are listed in any international or national code, convention, listing or table, shall be tendered to Carrier for Carriage without its express consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to Carrier without such written consent and marking, or if in the opinion of Carrier the Goods are or are liable to become of a dangerous, hazardous, flammable, explosive, noxious or damaging nature, the same may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to Merchant.
12.2Merchant undertakes that such Goods are packed in a manner adequate to withstand the risk of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Goods or Carriage including IMDG Code, ADA, RID, and CFR.
12.3Merchant shall indemnify and defend Carrier against all claims, loss, liability, damage, delay, fines, attorney fees, costs, and/or expenses arising from or related to the Carriage of such Goods and/or breach of any of the warranties and obligations provided herein whether or not Merchant was aware of the nature of such Goods.
13.REEFER CONTAINERS
Containers with temperature- or atmosphere-controlled apparatus will not be furnished unless expressly contracted for in writing at time of booking and, when furnished, may entail increased Charges. In absence of an express request, it shall be conclusively presumed that use of a dry Container is appropriate for the Goods. Merchant must provide Carrier with desired set-temperature when delivering Containers to Carrier. Carrier shall not be responsible for: (i) the functioning of temperature- or atmosphere-controlled Containers not supplied by Carrier or related companies or (ii) the consequences of the Goods. When placed in any Container, being at a higher temperature than that required for the Carriage (hot stuffing). Merchant acknowledges that temperature - or atmosphere-controlled Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature or to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and Carrier does not guarantee the maintenance of any intended level of humidity inside any Container. Merchant acknowledges that Goods, which require refrigeration, ventilation or other specialized attention, were not verified by Carrier, when received, as being at the carrying temperature, humidity level or other condition designated by Merchant.
14.BOTH-TO-BLAME COLLISION CLAUSE
The Both-to-Blame Collision Clause published by the Baltic and International Maritime Council and obtainable from Carrier or its agents upon request is hereby incorporated herein.
15.GENERAL AVERAGE
15.1General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994. Merchant shall give such cash deposit or other security as Carrier may deem sufficient to cover estimated General Average contribution of Goods before delivery as Carrier requires or, if not so required, within 3 (three) months of delivery of Goods, whether or not at the time of delivery Merchant had notice of Carrier's lien. Carrier shall be under no obligation to exercise any lien for General Average contribution due from Merchant(s).
15.2Cargo's contribution in General Average shall be paid even when such Average is result of fault, neglect or error of the Master, pilot, officers, or crew. The New Jason Clause published by the Baltic and International Maritime Council and obtainable from Carrier or its agents upon request is hereby incorporated herein.
16.LAW AND JURISDICTION
This Bill of Lading shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this contract shall be determined by Arbitration in London. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.
17.NON-WAIVER AND SEVERABILITY
17.1No servant or agent of Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of Carrier having actual authority to bind Carrier to such waiver or variation.
17.2Nothing herein shall operate to deprive Carrier of any statutory protection or defense, immunity, exemption, limitation of or exonerations from liability contained in applicable laws.
17.3The terms and conditions of this bill of lading (including those of the applicable tariff(s)) are separable, and if any part or term is held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

Invoice

Invoice information

Customer's code:

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

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

Invoice issued by: Power Electronics USA
Issuing CIF: 463219523

Comments

Invoice number:

USA22/069

Invoice date:

03.11.2022

Notify:

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

Consignee:

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

Pos	Reference	Product Description	Quantity	Price USD	Amount USD
10	NB150SU0000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB	2.00 PC	44.700,00	89.400,00

(31614047, 31614050)

Corresponding to delivery note 80672965

Subtotal: 89.400,00

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

Terms of sale

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

ENTRY/IMMEDIATE DELIVERY

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

19 CFR 142.3, 142.16, 142.22, 142.24

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

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

27. CERTIFICATION

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

SIGNATURE OF APPLICANT

X Crane Worldwide Logistics, LLC

PHONE NO.

281-869-5179

DATE

10/28/22

29. BROKER OR OTHER GOVT. AGENCY USE

Req. Exam at:
Transfer By:

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

28. CBP USE ONLY

☐ OTHER AGENCY ACTION REQUIRED, NAMELY:

☐ CBP EXAMINATION REQUIRED

☐ ENTRY REJECTED, BECAUSE:

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

Cindy Parzer

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

Cargo Release Results

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

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

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

*All Times are Eastern Standard Time

Master Bill	House Bill	1C
ZIMU VLC10135329	IFSN 1259428	1C Entered



ENTRY SUMMARY

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



810 S Cincinnati Ave
Second Floor
Tulsa, Oklahoma 74119
918.877.6000

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

December 20, 2022
Invoice No: 000007075
Due Date: January 19, 2023
Client PO # 000016

Invoice Total	\$2,985.00
---------------	------------

Project P09864.0100 FE22- Vaughn, NM 0251
Professional Services from December 1, 2022 thru December 31, 2022

Fee					
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
Total Fee					2,985.00
Total this Invoice					<u>\$2,985.00</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

December 20, 2022
Invoice No: 000007075
Due Date: January 19, 2023
Client PO #

Invoice Total	\$2,985.00
---------------	------------

Project P09864.0100 FE22- Vaughn, NM 0251
Professional Services from December 1, 2022 thru December 31, 2022

Fee					
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
Total Fee					2,985.00
Total this Invoice				<u><u>\$2,985.00</u></u>	

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



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. 459593

Page 1 of 1

Account
address:

Francis Energy

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

Ship Via:

Fob desc: DRC

Shipping
address:

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

459593

Invoice Date	Due Date	Terms	Salesperson
1/20/2023	2/19/2023	N30	

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
0.00	1.00	SALES TAX DIFFERENCE		EA	0.00000	\$0.00
		for invoices 10/07/22-01/18/23				
RMA		Shipment Our Order		Your Order		

Please Remit Payment To:

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

Invoice Sub-total	\$0.00
Freight	\$0.00
Tax	\$2,849.95
Invoice Total	\$2,849.95

Below Shows Invoice 459400 Tax Adjustment. Vendor just notified of Tax adjustment. No revised invoice sent. AP paid for the difference.

Excel Design_Ready_Inv_sales_tax_check Search for tools, help, and more (Alt + Q)												
File Home Insert Draw Page Layout Formulas Data Review View Automate Help												
Clipboard Font Alignment Number Styles												
M57												
A B C D E F G H I J K L M												
Should Be Difference												
Invoice # Invoice Date Invoice Subtotal Sales tax Freight Invoice Total 459400 01/18/23 5,305.43 424.43 21.00 5,750.86 451.86 27.43 5,778.29 OEV-00273												

W Accounts Payable - AP Invoices ×

→ https://francis.wenergysoftware.com/financials#ap_invoices/4591/edit 80%

W

Home Financials 1200 - Francis Energy, LLC

Francis Production / Accounts Payable / AP Invoices

Accounts Payable

Documents

Invoices

Payments

History

AP Payments

Pay Items

Log Details

Inquiry

Payments

Payment Voids

Receivable

Ledger

Approval

Workflow

Inquiry

Setup

Setup

Vendor * 000113 Design Ready Controls Inc

Invoice Number * 459400

Purchase Orders Number

Invoice Type * AP TRADE

Invoice Date * 01/18/2023

Activity Date * 01/18/2023

Invoice Total * 5,778.29

GL Distribution Total 5,778.29

Variance 0.00

Received Date 01/19/2023

Discount Due Date

Discount Available

Discount Taken

Payment Type * Check

Payment Term * NET 30

Invoice Due * 02/17/2023

Remittance Comment

Single Pay ☐

Default to Discount Term ☒

Default to Vendor ☒

Default to Vendor ☒

Default to Invoice Term ☒

GL Distributions

Line Number	Account Code	Account Descrip...	Matched	Taxable	Ignore Taxes	Activity Date	Amount	Quantity	UOM	Cost Center	AFE Number	Division Order N...	JIB Override
1	1300-10000	SMALL PARTS INV...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	01/18/2023	5,778.29						<input type="checkbox"/>



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. 458966

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

458966

REF1: B-FRANCIS ENERGY 600A

REF2: B-600A

Invoice Date	Due Date	Terms	Salesperson	Tracking Number
1/12/2023	2/11/2023	N30		393332469404

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	DRC 057956	B	EA	5,305.43000	\$5,305.43
		Assy, FRANEN, Panel - 600A				
RMA		Shipment 456104 Our Order 456750				
		Your Order 072822001				

Please Remit Payment To:

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

Invoice Sub-total	\$5,305.43
Freight	\$0.00
Tax	\$424.43
Invoice Total	\$5,729.86

Jennifer Clagg

From: Anthony Nichols
Sent: Tuesday, January 17, 2023 12:12 PM
To: Jennifer Clagg; Jordan Howard
Subject: RE: Design Ready

Yes, just before lunch they were unloaded off the truck.



Anthony Nichols

Warehouse Associate

M: (918) 849-9766

1660 N Mingo Road, Suite A • Tulsa, OK 74116

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

From: Jennifer Clagg <jclagg@francisenergy.com>

Sent: Tuesday, January 17, 2023 11:22 AM

To: Jordan Howard <jhoward@francisenergy.com>; Anthony Nichols <ANichols@francisenergy.com>

Subject: Design Ready

Have invoices

458964

458965

458966

458967

Been received?



Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

www.francisenergy.com

Purchase Order

BILL TO:

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



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

TO:

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

FRANCIS
ENERGY

SHIP TO:

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

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

PANEL DETAILS

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

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

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

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

Inv 458967 - 5305.43
Inv 458966 - 5305.43
Inv 458965 - 5305.43
Inv 458964 - 5305.43

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

Jennifer Clagg

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

Jennifer,

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

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

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

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

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

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

Thanks,
Jordan



Jordan Howard
General Manager of Operations

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

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

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

From: Jordan Howard <jhoward@francisenergy.com>

Sent: Thursday, September 29, 2022 2:32 PM

To: Francis Accounting <accounting@francisenergy.com>; Jennifer Clagg <jclagg@francisenergy.com>

Subject: Increases to POs

Accounting,

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

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

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

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

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

Thanks,
Jordan



Jordan Howard

General Manager of Operations

M: (918) 236-1826

C: (870) 761-3895

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

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

Purchase Order

BILL TO:

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



FRANCIS
ENERGY

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

TO:

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

SHIP TO:

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

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

PANEL DETAILS

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

1
1
2
1
1
1
1
1

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

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

Seth Christ

Seth Christ - Senior VP of Operations

Dan Mandli

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

Dan Mandli - Chief Operations Officer

Sarah Keith

Sarah Keith - Corporate Controller

David Jankowsky - Founder & President

18765

7/27/2022

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

NMoore@francisenergy.com

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

FRANCIS ENERGY – 600/800/1200

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

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

Notes:

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

18765

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

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

Sincerely,

Yuxi Liu

Electrical Engineering
Supervisor
yuxi.liu@designreadycontrols.com

Jake Kranz

Senior Account Manager
jake.kranz@designreadycontrols.com

18765

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

TERMS AND CONDITIONS

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

1. Design Ready Controls, Inc. ("DRC", "Seller") is a contract manufacturer.
2. This conditional acknowledgment of purchase order, sent either by U.S. mail, facsimile, electronic communication including e-mail or otherwise, is conditioned upon these Terms and Conditions, which shall supersede and replace any prior agreement, written or verbal. Purchaser, by continuing its PO has accepted the conditional acknowledgment of PO and these Terms and Conditions. Purchaser must cancel any PO within 24 hours of this conditional acknowledgment if it objects to the conditional acknowledgment and these Terms and Conditions. Any attempts by Purchaser to void the conditions of this acknowledgment or limit or change or void the below Terms and Conditions in any way shall be of no 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 Buyer's order is made only on the expressed understanding and condition that insofar as the terms and conditions of this acknowledgment, conflict with any terms and conditions of Buyer's PO, the terms and conditions of this document shall govern irrespective of whether the Buyer accepts these conditions by a written acknowledgment, by implication or acceptance and payment of goods hereunder. Seller's failure to object to provisions contained in any communications from Buyer shall not be deemed a waiver of the provisions of this document.
3. Applicable incoming and outgoing shipping charges, taxes, and handling are not included unless specifically indicated in the purchase order. Payment terms are: 0.5% discount, NET 10 days from date of shipment or optional NET 30 days from date of shipment without discount. DRC reserves the right to invoice on finished goods if customer holds delivery beyond scheduled shipping date. DRC reserves the right to invoice on partial shipments. DRC will impose a late charge equal to 1.5% of the amount of the payment per month if not paid within 30 days after receipt of the invoice. All expenses of collection shall be paid by Buyer, including costs and reasonable attorney's fees.
4. In addition to the prices stated herein, Buyer shall reimburse DRC for any excise, sales or use taxes incident to this transaction for which DRC may be liable or which we are compelled to collect.
5. Prices may be adjusted to reflect change in commodities and manufacturing cost. Quotes are valid for 30 days.
6. Unless specifically stated to the contrary, quotations are made and orders are accepted, through electronic communication including e-mail or otherwise, for delivery as fast as manufacturing production will permit, and a commercially reasonable effort will be made to fill orders within the time promised, but DRC does not assume responsibility for any damages due to delays.

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

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

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

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

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

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

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

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

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_MhESrXh2Kq9afl4PTrl

"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
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-  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
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-  Email viewed by Sarah Keith (skeith@francisenergy.com)
2022-08-10 - 8:13:05 PM GMT- IP address: 72.206.46.245



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 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



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EMBASSY SUITES BY HILTON
COLLECTION BY HILTON
1000 WOODWARD PLACE NE
ALBUQUERQUE, NM 87102
United States of America
TELEPHONE 505-473-3020 • FAX 505-473-7822
Reservations
www.hilton.com or 1 800 HILTONS
MCMILLAN, JOHNATHON Room No: 654/NKS
Arrival Date: 05/05/2024 05:23:00 PM
Departure Date: 05/08/2024 06:19:00 AM
Adult/Child: 1/0
4957 SOUTH BOSTON PLACE
JENKS OK 74037
Cashier ID: WSLY
UNITED STATES OF AMERICA Room Rate: \$150.00
AL:
HH # *****0274 DIAMOND
VAT #
Folio No/Che 862567 A
Confirmation Number: 599276
EMBASSY SUITES BY HILTON, COLLECTION BY HILTON
05/05/2024 05:44:00PM

DATE REF NO DESCRIPTION CHARGES

05/05/2024 599276 GUEST ROOM \$150.00
05/05/2024 599276 STATE TAX \$26.00
05/05/2024 599276 OCCUPANCY TAX \$14.88

05/06/2024 599276 GUEST ROOM \$150.00
05/06/2024 599276 STATE TAX \$26.00
05/06/2024 599276 OCCUPANCY TAX \$14.88

05/07/2024 599276 GUEST ROOM \$170.00
05/07/2024 599276 STATE TAX \$26.00
05/07/2024 599276 OCCUPANCY TAX \$14.88

05/05-05/08 PARKING FEE-\$26.35
05/08/2024 862567 AX *1417 (\$598.99)
BALANCE \$0.00

Hilton Honors(R) stays are posted within 72
hours of checkout. To check your earnings or
book your next stay at more than 5,700 hotels
and
resorts in 113 countries, please visit
Honors.com



Francis Energy, LLC

SUPPLIER:

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

SUPPLIER CONTACT:

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

SUPPLIER LEGAL NOTICE RECIPIENT:

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

SPECIAL INSTRUCTIONS					
Reference Quote No.: 133692 REV1; Dated 08/09/2023					
PO DATE Aug 9, 2023		REQUESTOR			
RISK OF LOSS AND TRANSPORTATION DDP Delivered Duty Paid TO INSURE PROMPT PAYMENT, PO NUMBER AND ROUTING CODE MUST BE ON INVOICES, PACKING SLIPS AND ALL OTHER APPLICABLE FORMS (i.e. MTRs, BOLs, etc.).					
LINE	ITEM NUMBER/PART NUMBER/DESCRIPTION	QUANTITY	UOM	UNIT PRICE	LINE TOTAL (USD)
1	PE-EXTENDEDWARRANTY - Extended Warranty up to 5 years DISTRIBUTION 1 FOR 2 Each	2.00	Each	3,000.00	6,000.00
2	PE-EXTENDEDWARRANTY - Extended Warranty up to 5 years DISTRIBUTION 1 FOR 2 Each PROJECT #: 230026 PROJECT NAME: OEV-00278: Milo's Bessemer	2.00	Each	3,000.00	6,000.00
3	PE-EXTENDEDWARRANTY - Extended Warranty up to 5 years DISTRIBUTION 1 FOR 2 Each PROJECT #: 230004 PROJECT NAME: OEV-00268: Allsups Ft. Sumner Store 2258 DISTRIBUTION 2 FOR 2 Each PROJECT #: 230005 PROJECT NAME: OEV-00269: Sierra Grande Travel Center	4.00	Each	4,700.00	18,800.00
4	PE-EXTENDEDWARRANTY - Extended Warranty up to 5 years DISTRIBUTION 1 FOR 2 Each	12.00	Each	4,700.00	56,400.00
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.			TOTAL		87,200.00

TERMS AND CONDITIONS OF PURCHASE ORDER
PLACEHOLDER

Power Electronics Warranty Extension prices

OFFER	133692	REVISION	1
Client	Francis		
Project	Stock PO013122002		
Location	USA		

Phoenix, August 9th, 2023

Dear customer,

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

Warranty Extension

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

CONDITIONS:

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

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

In the event that a warranty extension is required:

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

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

Power Electronics Maintenance includes:

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

Price indexation:

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

Comment and Exclusions

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

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

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

Power Electronics Warranty Extension prices

OFFER	133692	REVISION	1
Client	Francis		
Project	Stock PO013122002		
Location	USA		

Phoenix, August 9th, 2023

Dear customer,

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

Warranty Extension

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

CONDITIONS:

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

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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.

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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

**TO:**

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

FRANCIS

ENERGY

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

SHIP TO:

United States Port
CIF Houston, TX Port
Francis Energy, LLC
Jordan Howard
918-236-1826

jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS		
STOCK - 150kW & 120kW	CIF Houston Port	15% DEPOSIT		
	Ship By Sept. 2nd, 2022	85% NET 30 FROM DATE OF DELIVERY		
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Power Electronics NB150 NB Stand-Alone Charging Post - 150 kW with SPB, 150-1000VDC, 158 kVa, 480/277VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4, Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB150SU3005011010 1010000000000013	16	\$44,700.00	\$715,200.00
Power Electronics NB120 NB Stand-Alone Charging Post - 120 kW, 150-1000VDC, 128 kVa, 480VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4, Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB120SU2005011010 1010000000000013	4	\$31,150.00	\$124,600.00
NB Commissioning	N/A	20	\$850.00	\$17,000.00

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

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

Sarah Keith

Sarah Keith - Corporate Controller

Daniel J. Mandli

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

Dan Mandli - Chief Operations Officer

Seth Christ

Seth Christ - Senior VP of Operations

David Jankowsky
David Jankowsky - Founder & President

OFFER **133692**

REVISION **6**

Client Francis Energy
Project Stand Alone – Stock PO013122002
Location USA

Valencia, July 13th, 2022

Dear customer,

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

Thanks for the opportunity provided.

Yours sincerely,



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

DOCUMENT CHANGE RECORD

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

This revision cancels last revision provided.

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1 PRESENTATION OF THE PRODUCT

1.1 NB 120



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

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

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

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

1.2 NB 240



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

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

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

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

2 LIST OF OFFERED ELEMENTS

2.1 Power Electronics NB 120

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

[1] CHAdeMO up to 500 V

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

[3] Consult with Power Electronics for further information.

2.2 Power Electronics NB 150

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

[1] CHAdeMO up to 500 V

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

[3] Consult with Power Electronics for further information.

3 COMMERCIAL OFFER

3.1 SCOPE OF SUPPLY

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

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

[*] Availability to be agreed

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

FREIGHT & WARRANTY

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

[*] Availability to be agreed

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

3.2 TERMS OF SALE

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

[*] To be negotiated

3.3 COMMENTS AND EXCLUSIONS

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

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

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

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

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

The use of special tools shall not be required.

Power Electronics

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

Francis Energy Construction

Invoice

Invoice for
Services Performed

Invoice # OEV00251 FEC-IC
Date 12/14/2023

Project
OEV-00251 Allsup's Vaughn Store

Service	Description	Qty	Rate	Total price
Labor	Project Management	1	\$65,000.00	\$65,000.00
Labor	Mobilization	1	20,000.00	\$20,000.00
Travel	1 Employee	1	\$850.00	\$850.00
Labor	Signage for 1 Employee	16	\$175.00	\$2,800.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Notes:

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

Subtotal **\$88,650.00**

Adjustments

Total **\$88,650.00**

Invoice

Invoice for
Services Performed for Networking

Invoice # OEV00251 FRE-O&M
Date 11/16/2023

Project

OEV-00251 Allsup's Vaughn Store

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

Notes:

Subtotal \$14,252.00

Adjustments

Total \$14,252.00



INVOICE

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

Bill To:

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

Remit To:

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

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

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

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

We Appreciate Your Business!

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



INVOICE

BILL TO

Francis Energy

INVOICE # 22-158

DATE 11/09/2022

DUE DATE 11/09/2022

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/09/2022	Boundary survey	3 Tracts in Section6, T4N, R17E, Vaughn, NM (160 8th St.)	1	7,650.00	7,650.00T

PO #
092622001

SUBTOTAL	7,650.00
TAX	649.29
TOTAL	8,299.29
BALANCE DUE	\$8,299.29

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

**TO:**

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

FRANCIS
ENERGY

PO NO. 092622001
DATE 9/26/22
PROJECT ID OEV-00251
REF. QUOTE NO. Vaughn, NM

SITE ADDRESS:

Allsup's Store 102376
160 8th St
Vaughn, NM 88353
Jordan Howard
918-236-1826
jhoward@francisenergy.com

JOB			PAYMENT TERMS	
Allsup's Vaughn Store 102376 (Land Survey)			NET 30	
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Land Survey - Located at 160 8th St, Vaughn, NM 88353	N/A	1	\$7,650.00	\$7,650.00

INCLUSIONS

- Boundary survey with limited topographic mapping in areas of steep grade within the proposed new charging station locations.
- 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	\$7,650.00
Tax	\$0.00
Shipping	\$0.00
Total	\$7,650.00

Jordan Howard

Jordan Howard - GM of Operations

Daniel J. Mandli

Daniel J. Mandli (Sep 26, 2022 12:33 CDT)

Dan Mandli - Chief Operations Officer

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated September 24, 2022 is between Francis Energy ("Client") and GridLine Land Surveying, LLC, a New Mexico Limited Liability Company ("Consultant").

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

CLIENT AND CONSULTANT AGREE AS FOLLOWS:

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

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

CLIENT:
FRANCIS ENERGY

CONSULTANT:
GRIDLINE LAND SURVEYING, LLC

By: Jordan Howard
Its: GM of Operations
Date: 9.26.2022

By: _____
Its: _____
Date: _____

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

I. If changes are made by Client or any other party to the plans or other documents prepared by Consultant under this Agreement, Client assumes full responsibility for such changes and agrees to release, defend, indemnify and hold Consultant harmless from any and all claims and/or liability resulting from any changes not made by Consultant.

J. If Consultant's performance under this Agreement is delayed due to factors beyond Consultant's reasonable control, Consultant shall not be responsible for damages resulting from such delays and shall not be deemed to be in default.

K. Neither Client nor Consultant shall assign its interest in this Agreement, either during or after performance, without the written consent of the other. This Agreement is binding upon Client and Consultant and their respective successors and any permitted assignees.

L. Client waives all rights, including rights of subrogation, against Consultant and Consultant's employees for damages arising out of or related to this Agreement and/or the Project to the extent covered by insurance carried by Client, provided that this waiver shall not apply to the extent, if any, that it impairs Client's insurance coverage. Consultant waives all rights, including rights of subrogation, against Client and Client's employees for damages arising out of or related to this Agreement and/or the Project to the extent covered by insurance carried by Consultant provided that this waiver shall not apply to the extent, if any, that it impairs Consultant's insurance coverage.

M. Any disputes arising from this Agreement shall be governed by the laws of the State of New Mexico. Any litigation shall be brought and tried in Roosevelt County, New Mexico, Superior Court.

N. Any litigation arising out of or related to this Agreement must be commenced within three (3) years of the date Consultant last performs substantial services under this Agreement.

O. Client and Consultant agree that, as a prerequisite to initiating litigation, all disputes between them arising out of or relating to this Agreement, other than disputes concerning Client's failure or refusal to make full and timely payments to Consultant, shall be submitted to non-binding mediation before the Seattle Chapter of the American Arbitration Association unless the parties mutually agree otherwise. Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project.

P. If any provision of this Agreement is held to be unenforceable, all other provisions of this Agreement shall be valid and binding.

Q. Consultant is not responsible to perform any services related to asbestos or hazardous or toxic materials. In the event such materials are discovered on or in the vicinity of the Property such that performance of Consultant's services may be affected, Consultant may, at its sole option and without liability, suspend performance of services until Client has retained appropriate consultant(s) and/or contractor(s) to identify, abate, and/or remove those materials and until Client has warranted that the Property is in full compliance with applicable laws and regulations.

R. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is authorized to bind his or her principal to this Agreement and its terms.

S. Waiver of any term or condition of this Agreement by Consultant shall not be deemed to be a waiver of a subsequent breach of the same or any other term or condition of this Agreement.

T. This Agreement, including attached Exhibit A, states the entire agreement between Client and Consultant with respect to its subject matter and supersedes all prior and contemporaneous representations, negotiations, commitments and agreements respecting its subject matter. This Agreement may not be modified or amended except by way of a written instrument signed by both Client and Consultant.

U. Client and Consultant waive claims against each other for consequential damages arising out of or relating to the Agreement, including loss of use, income or profit.

Initials _____

EXHIBIT 'A'
BOUNDARY SURVEY

This Item Proposes:

- A boundary survey with limited topographic mapping in areas of steep grade within the proposed new charging station locations.

This Item Excludes:

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

Underlying Assumptions:

- The subject property is located at 160 8th St, Vaughn, NM 88353.
- Legal description to be provided by client.
- The needed monumentation or section control physically exists at the four main corners or within Centennial Plaza Plat.
- If the above noted monumentation has been disturbed or is not retrievable, an additional fee may be required in order to re-establish the property lines.
- Fee includes 6 hours of research time evaluating existing survey data (record of survey, section control, title report) which affect the subject property. If in the course of this review it is determined that the boundary is problematic or discrepancies exist, the client will be notified and a new fee would be negotiated.
- Research will be conducted in addition to any documentation provided but often times the recording of certain documents may not be found because of improper recording of jurisdictions. Client shall provide all documentation available to them to the surveyor.
- All surface visible utilities will be located and shown on the plat.
- Client to provide SUE services prior to beginning the field survey in order to show underground utilities and any possible conflicts.

FIXED FEE: \$6825

NEW EASEMENT AND DESCRIPTION

This Item Proposes:

- Proposed new easement will be shown on the survey and accompanied by a new legal description describing proposed new easement.

This Item Excludes:

- Meeting and consultations with reviewing agencies or guarantee of approvals by reviewing agencies.

Underlying Assumptions:

- Client will provide an exhibit defining the location of the proposed new easement.

FIXED FEE: \$825

TOTAL BID: \$7650





GLS OEV-00251 PO #092622001

Final Audit Report

2022-09-26

Created:	2022-09-26
By:	Jordan Howard (jhoward@francis.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa2tzHXiJPDz6njGJHWbQdTQtVj28E8E5

"GLS OEV-00251 PO #092622001" History

-  Document created by Jordan Howard (jhoward@francis.energy)
2022-09-26 - 5:11:04 PM GMT- IP address: 12.94.86.210
-  Document emailed to dmandli@francisenergy.com for signature
2022-09-26 - 5:11:25 PM GMT
-  Email viewed by dmandli@francisenergy.com
2022-09-26 - 5:33:13 PM GMT- IP address: 96.60.3.91
-  Signer dmandli@francisenergy.com entered name at signing as Daniel J. Mandli
2022-09-26 - 5:33:32 PM GMT- IP address: 96.60.3.91
-  Document e-signed by Daniel J. Mandli (dmandli@francisenergy.com)
Signature Date: 2022-09-26 - 5:33:34 PM GMT - Time Source: server- IP address: 96.60.3.91
-  Agreement completed.
2022-09-26 - 5:33:34 PM GMT






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

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

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	HOURLY	DAY	WEEK	4 WEEK	AMOUNT
1	COMPACT TRACK LOADER 2000-2399LB ROPS IC#: 800149501 CAT/Class: 2001450 Make: KUBOTA Model: SVL75-2 Ser #: 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 IC#: 800242868 CAT/Class: 2902145 Make: BOBCAT Model: 6541518 Ser #: 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.
Credit Card Payments: send to 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.

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

SHIP TO:		RENTED FROM:		Original		Adjustment	Total
FRANCIS SOLAR 1924 E 6TH ST TULSA, OK 74104		HERC RENTALS 459 4445 SOUTH MINGO ROAD TULSA, OK 74146 PH: 918-622-7150		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

CUSTOMER #: 2947631

RES/QUOTE #: 54794354

INVOICE #: 33461168-001

INVOICE DATE: 01/25/2023

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 5th Street, Suite 821, Tulsa, OK 74103

• 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



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

Customer Service
800 879-800
www.hilti.com

Credit Dept
800 950-6196

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

INVOICE 4620395897

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

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

Page 1 (2)

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

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

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

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

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

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

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

Material returns after 90 days are subject to a \$ 125 restocking fee.

Chemicals returnable within 14 days by the case only.

Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.



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

Customer Service
800 879-800
www.hilti.com

Credit Dept
800 950-6196

INVOICE 4620395897

Page 2 (2)

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

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

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

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

Remit to:

HILTI INC.
PO BOX 650756
DALLAS TX 75265-0756



4 23279127 4620395897 11182022 0000043239

Jennifer Clagg

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

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

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



Jordan Howard
General Manager of Operations

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

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

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

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

Need approved
And what are these for?



Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

www.francisenergy.com

Invoice

Invoice information**Customer's code:** 300579Francis Energy, LLC
1924 E 6th St
74104, Tulsa, Oklahoma, US**VAT/EIN number:****Order reference:** Francis, Stock NB150, EV**Origin of goods:** Spain **HS Code:** 8504 40 9090**Invoice number:** 802211316**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: 81222001. 15 units delivered during December. Stock NB150 project.

Pos	Reference	Description	Quantity	Price USD	Net amount USD
1	NB150SU0000000006	NB 150 STANDALONE UL 300A CCS1+CHA SPB	15.00 PC	39,899.00	598,485.00
Billing plan percent: 85.00 %					
Our order: 335549.					
Corresponding to your Purchase Order N°: 081222001 Stock NB150					
2	V904	NB COMMISSIONING	15.00 PC	807.50	12,112.50
Billing plan percent: 85.00 %					
Our order: 335549.					
Corresponding to your Purchase Order N°: 081222001 Stock NB150					
Subtotal:					610.597,50

Gross amount USD	Tax base USD	Tax USD	Total Amount USD
610,597.50	598,485.00	50,972.97	661,570.47
	State tax USD 4.50 %	26,931.83	
	County tax USD 4.017 %	24,041.14	

Terms of saleIncoterms: DDP Tulsa, OK
Payment: Wire Transfer
Pay terms: Due within 30 days**Due by:**

01/29/2023 661,570.47USD

uc 8/18

Purchase Order

BILL TO:

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



FRANCIS

ENERGY

PO NO. 081222001
DATE 8/12/22
PROJECT ID N/A
REF. QUOTE NO. 137493 REV2

TO:

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

SHIP TO:

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

JOB	DELIVERY TERMS		PAYMENT TERMS	
STOCK (NM) - 150kW Chargers	DDP - Vessel		15% DEPOSIT	
	Deliver By Dec. 9th, 2022		85% NET 30 FROM DATE OF DELIVERY	
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Power Electronics NB150 NB Stand-Alone Charging Post - 150 kW with SPB, 150-1000VDC, 160 kVa, 480/277VAC, 1x CCS-1 and 1x CHAdeMO, 300A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Credit/Debit Card Reader, Isolation Monitor, Smart Fleet Management, Smart Power Balance, Additional dispenser ready, 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	NB150SU3005011 010101000000100	16	\$44,700.00	\$715,200.00
Credit Card/Debit Card Reader	N/A	16	\$2,240.00	\$35,840.00
NB Commissioning - NB 150	N/A	16	\$950.00	\$15,200.00
5-Years of PM + for NB [***] (8 Sites with 2 NB Charges Each)	N/A	8	\$12,500.00	\$100,000.00

14-NM
2-KS

***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. ***

INv 802210856 - 129936.00

Sub Total	\$866,240.00
Tax	TBD
Shipping	\$20,000.00
Total	\$886,240.00

Seth Christ

Seth Christ - Senior VP of Operations

Daniel J. Mandli

Daniel J. Mandli (Aug 12, 2022 18:27 CDT)

Dan Mandli - Chief Operations Officer

Sarah Keith

Sarah Keith - Corporate Controller

David Jankowsky
David Jankowsky - Founder & President

Purchase Order

BILL TO:

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



PO NO. 081222001
DATE 8/22/22
PROJECT ID N/A
REF. QUOTE NO. 137493 REV2

TO:

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

FRANCIS
ENERGY

SHIP TO:

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

JOB	DELIVERY TERMS		PAYMENT TERMS	
STOCK (NM) - 150kW Chargers	DDP - Airfreight		15% DEPOSIT	
	Deliver By Nov. 30th, 2022		85% NET 30 FROM DATE OF DELIVERY	
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Power Electronics NB150 NB Stand-Alone Charging Post - 150 kW with SPB, 150-1000VDC, 160 kVa, 480/277VAC, 1x CCS-1 and 1x CHAdeMO, 300A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Credit/Debit Card Reader, Isolation Monitor, Smart Fleet Management, Smart Power Balance, Additional dispenser ready, 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				
	NB150SU3005011			
	010101000000100			
	0013	16	\$44,700.00	\$715,200.00
Credit Card/Debit Card Reader	N/A	16	\$2,240.00	\$35,840.00
NB Commissioning - NB 150	N/A	16	\$950.00	\$15,200.00
5-Years of PM + for NB [***] (8 Sites with 2 NB Charges Each)	N/A	8	\$12,500.00	\$100,000.00

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

Sub Total	\$866,240.00
Tax	TBD
Shipping	TBD
Total	\$866,240.00

Seth Christ - Senior VP of Operations

Sarah Keith - Corporate Controller

Dan Mandli - Chief Operations Officer

Jordan Howard
ajclagg@francisenergy.com mwest@francisenergy.com See revised PO with shipping cost updated to "TBD" and shipping terms updated to "DDP - Airfreight; Deliver By Nov. 30th, 2022". This PO's total is less than the previous amount, so there is no need to get it reapproved. Once the shipping cost is known and has been passed through, we will issue a separate PO for that amount.

MC 8/18

Purchase Order

BILL TO:

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



FRANCIS

ENERGY

PO NO. 081222001
DATE 8/12/22
PROJECT ID N/A
REF. QUOTE NO. 137493 REV2

TO:

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

SHIP TO:

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

JOB	DELIVERY TERMS		PAYMENT TERMS	
STOCK (NM) - 150kW Chargers	DDP - Vessel		15% DEPOSIT	
	Deliver By Dec. 9th, 2022		85% NET 30 FROM DATE OF DELIVERY	
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Power Electronics NB150 NB Stand-Alone Charging Post - 150 kW with SPB, 150-1000VDC, 160 kVa, 480/277VAC, 1x CCS-1 and 1x CHAdeMO, 300A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Credit/Debit Card Reader, Isolation Monitor, Smart Fleet Management, Smart Power Balance, Additional dispenser ready, 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	NB150SU3005011 010101000000100 0013	16	\$44,700.00	\$715,200.00
Credit Card/Debit Card Reader	N/A	16	\$2,240.00	\$35,840.00
NB Commissioning - NB 150	N/A	16	\$950.00	\$15,200.00
5-Years of PM + for NB [***] (8 Sites with 2 NB Charges Each)	N/A	8	\$12,500.00	\$100,000.00

14-NM
2-KS

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	\$866,240.00
Tax	TBD
Shipping	\$20,000.00
Total	\$886,240.00

Seth Christ

Seth Christ - Senior VP of Operations

Daniel J. Mandli

Daniel J. Mandli (Aug 12, 2022 18:27 CDT)

Dan Mandli - Chief Operations Officer

Sarah Keith

Sarah Keith - Corporate Controller

David Jankowsky
David Jankowsky - Founder & President

Purchase Order

BILL TO:

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



FRANCIS
ENERGY

PO NO. 081222001
DATE 8/12/22
PROJECT ID N/A
REF. QUOTE NO. 137493 REV2

TO:

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

SHIP TO:

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

JOB	DELIVERY TERMS		PAYMENT TERMS	
STOCK (NM) - 150kW Chargers	DDP - Vessel		15% DEPOSIT	
	Deliver By Dec. 9th, 2022		85% NET 30 FROM DATE OF DELIVERY	
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Power Electronics NB150 NB Stand-Alone Charging Post - 150 kW with SPB, 150-1000VDC, 160 kVa, 480/277VAC, 1x CCS-1 and 1x CHAdeMO, 300A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Credit/Debit Card Reader, Isolation Monitor, Smart Fleet Management, Smart Power Balance, Additional dispenser ready, 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				
	NB150SU3005011			
	010101000000100			
	0013	16	\$44,700.00	\$715,200.00
Credit Card/Debit Card Reader	N/A	16	\$2,240.00	\$35,840.00
NB Commissioning - NB 150	N/A	16	\$950.00	\$15,200.00
5-Years of PM + for NB [***] (8 Sites with 2 NB Charges Each)	N/A	8	\$12,500.00	\$100,000.00

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

Sub Total	\$866,240.00
Tax	TBD
Shipping	\$20,000.00
Total	\$886,240.00

Seth Christ

Seth Christ - Senior VP of Operations

Daniel J. Mandli

[Daniel J. Mandli \(Aug 12, 2022 18:27 CDT\)](#)

Dan Mandli - Chief Operations Officer

Sarah Keith

Sarah Keith - Corporate Controller

David Jankowsky - Founder & President

OFFER **137493**

REVISION **2**

Client Francis
Project Stock NB 150
Location USA

Phoenix, August 12th, 2022

Dear customer,

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

Thanks for the opportunity provided.

Yours sincerely,



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

DOCUMENT CHANGE RECORD

Revision	Date	Remarks
1	08/11/2022	Initiating document
2	08/12/2022	PM + pricing correction

This revision cancels last revision provided.

CONTENTS

1	TECHNICAL OFFER	4
1.1	PRESENTATION OF THE PRODUCT	4
1.2	LIST OF OFFERED ELEMENTS	5
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2.1	SCOPE OF SUPPLY	6
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2.3	COMMENTS AND EXCLUSIONS	7

1 TECHNICAL OFFER

1.1 PRESENTATION OF THE PRODUCT

1.1.1 NB Stand Alone 240

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 and one AC outlets. As a result, NB 240 helps to maximize revenue generation allowing up to three vehicles to be charged simultaneously (two DC and one AC charges) and even five 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).

With 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.

1.2 LIST OF OFFERED ELEMENTS

1.2.1 NB 150

REFERENCE	NB150SU3005011010101000000000014	
DC OUTPUT	Maximum power [kW]	150
	Voltage range [V]	150 – 1000 ^[1]
	Available connectors	CCS-1 & CHAdeMO
	Maximum continuous current CCS [A]	300
	Peak current CCS [A] ^[2]	500
	CCS nominal current [A]	Standard: 200. Optional: 250 (only for IEC) or 300
	Maximum current CHAdeMO [A]	125
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	158
	Voltage [V]	480 UL (3ph + N + PE) ± 10%
	Power factor	> 0.99
	Frequency [Hz]	60 (IEC & UL)
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		E-stop pushbutton
		Credit / debit card reader (optional)
	RFID reader	ISO14443 A/B, MIFARE, Calypso, ISO18092, ISO15693 and more
	Protections	Isolation monitor
		Surge arrester Type 2 (optional)
		DC Charge: RCD Type A (optional) + MCB
	Others	Smart Fleet Management (optional)
		Smart Power Balance
	Energy meter	Internal DC energy measurement
		DC meter for DC output (optional)
	Cable length [m/ft]	5 / 16.4 with cable management system (optionally, 7.6 / 25)
	Enclosure / foot / glass color	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Protection rating	NEMA 3R IP54 IK10 (IK08 for ventilation grilles)
	Operating temperature range [°C/°F]	-30 to 50 / -22 to 122
	Relative humidity	From 4% to 95%
	Maximum altitude above sea [m/ft]	Without derating: 2000 / 6561. Max: 3000 / 9842
	Communications	Ethernet (10/100) + Wi-Fi
		Cellular data: 4G, 3G, GSM
	Charge protocols	Autocharge, ISO 15118, CHAdeMO 1.1, IEC 61851, OCPP 1.6J, DIN 70121
	Dimensions (WxDxH) [mm/ft]	670 x 950 x 2000 / 2.19 x 3.12 x 6.56
	Regulation	IEC 61851-1, IEC 61851-23, IEC 61851-24, IEC 61851-21-2 UL 2202, NEC 625, FCC Part 15 Class A

[1] 150 - 500 Vdc for CHAdeMO. Maximum power from 300V.

[2] Consult with Power Electronics for more information about the connector overload capability.

[3] Consult with Power Electronics for further information.

2 COMMERCIAL OFFER

2.1 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
1.3.1	NB 150 Standalone	16	NB150SU300	44,700.00 \$	715,200.00 \$
1.3.2	Credit / debit card reader	16		2,240.00 \$	35,840.00 \$
TOTAL					751,040.00 \$

[*] Availability to be agreed

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

FREIGHT & WARRANTY

Item	Description	Qty	Reference	Unit Price	Total Price
1.	NB Commissioning	16		950.00 \$	15,200.00 \$
2.	DDP Job Site (Vessel)	16		20,000.00 \$	20,000.00 \$
3.	PM + for sites with 2 chargers	8		12,500.00 \$	100,000.00 \$
TOTAL					135,200.00 \$

[*] Availability to be agreed

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

2.2 TERMS OF SALE

Prices	Net – excluding Sales Taxes
Payment	Transference in advance
Commissioning	Not included
FAT Test	Included (0.00 \$) – According Power Electronics protocol No external laboratory certificate included (In case of customer desires to be at factory while FAT, it will have to be notified to Power Electronics in advance)
Warranty	Material Warranty for Post - 3 years according to warranty conditions of PE
Service	24 hours / day. 365 days /year
Delivery time [*]	To be confirmed
Offer expiration	30 days

[*] To be negotiated at the moment of PO signature depending on the availability of production plant.

2.3 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.

The use of special tools shall not be required.

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).












PE (Stock - 150kW) PO #081222001

Final Audit Report

2022-08-12

Created:	2022-08-12
By:	Jordan Howard (jhoward@francis.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF3YUFaUeWx0QV09XM6orbtbZBy7gG6kw

"PE (Stock - 150kW) PO #081222001" History

-  Document created by Jordan Howard (jhoward@francis.energy)
2022-08-12 - 8:27:11 PM GMT- IP address: 12.94.86.210
-  Document emailed to Seth Christ (schrist@francisenergy.com) for signature
2022-08-12 - 8:27:54 PM GMT
-  Email viewed by Seth Christ (schrist@francisenergy.com)
2022-08-12 - 9:41:58 PM GMT- IP address: 166.198.28.66
-  Document e-signed by Seth Christ (schrist@francisenergy.com)
Signature Date: 2022-08-12 - 9:42:52 PM GMT - Time Source: server- IP address: 166.198.28.66
-  Document emailed to dmandli@francisenergy.com for signature
2022-08-12 - 9:42:54 PM GMT
-  Email viewed by dmandli@francisenergy.com
2022-08-12 - 11:26:01 PM GMT- IP address: 98.160.120.21
-  Signer dmandli@francisenergy.com entered name at signing as Daniel J. Mandli
2022-08-12 - 11:27:10 PM GMT- IP address: 98.160.120.21
-  Document e-signed by Daniel J. Mandli (dmandli@francisenergy.com)
Signature Date: 2022-08-12 - 11:27:12 PM GMT - Time Source: server- IP address: 98.160.120.21
-  Document emailed to Sarah Keith (skeith@francisenergy.com) for signature
2022-08-12 - 11:27:13 PM GMT
-  Email viewed by Sarah Keith (skeith@francisenergy.com)
2022-08-12 - 11:36:40 PM GMT- IP address: 72.206.46.245
-  Document e-signed by Sarah Keith (skeith@francisenergy.com)
Signature Date: 2022-08-12 - 11:37:36 PM GMT - Time Source: server- IP address: 72.206.46.245



✔ Agreement completed.

2022-08-12 - 11:37:36 PM GMT

Invoice

Invoice information**Customer's code:** 300579Francis 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

1676 International Dr. Suite 530, McLean, VA 22102
T: +1 703-785-3562

COMMERCIAL INVOICE

MESSRS : Jordan Howard
Francis Energy, LLC
15E 5TH ST, STE821
Tulsa, OK 74103

Document NO.: SGNIN0626-2
DATE: 2023-06-26
BANK: KEB Hana Bank USA
Branch: NJ Branch
Account No.: 5215256
Routing NO.: 26003272

WE TAKE THE PLEASURE IN OFFERING YOU SUBJECT TO OUR FINAL CONFIRMATION ON FOLLOWINGS

Payment: 20% at the time of Purchase Order issuance / 55% following the applicable Delivery Date /
25% within 30days from Commissioning of the Charger

Remark: PO# 000191

Shipment: Vessel
Packing: Standard export packing
Insurance: To be covered by exporter
Special Provisions:

Destination: 1660N Mingo Rd, STE A, Tulsa, OK 74116, USA
ATTN : Jordan Howard
TEL : +1 918-236-1826

Item No.	Description	Quantity	Unit Price(USD)	Taxed	Amount
1	FC150K-AB-PS-G2	13 EA	\$ 40,130.00	O	\$ 521,690.00
2	3rd year Parts & Labor Warranty	13 EA	\$ 2,770.00	X	\$ 36,010.00
3	4th year Parts & Labor Warranty	13 EA	\$ 3,460.00	X	\$ 44,980.00
4	5th year Parts & Labor Warranty	13 EA	\$ 4,150.00	X	\$ 53,950.00
5	Vessel freight (Item No.1)	1 EA	\$ 13,900.00	X	\$ 13,900.00
Sub-total(a)					\$ 670,530.00
Taxable(b)					\$ 521,690.00
Sales Tax rate(c) (Tulsa, OK)					8.517%
Tax due(d)					\$ 44,432.34
Others(e)					\$ -
Total					\$ 714,962.34
Advanced Payment(20%)					\$ 142,992.47
Balanced Payment(55%)					\$ 393,229.29
Balanced Payment(25%)					\$ 178,740.58

1676 International Dr. Suite 530, McLean, VA 22102
T: +1 703-785-3562

COMMERCIAL INVOICE

MESSRS : Accounting/Jordan Howard/Joshua Burton
Francis Energy, LLC
15E 5TH ST, STE821
Tulsa, OK 74103

Document NO.: SKSIGNET20231101-1
DATE: 2023-11-01
BANK: KEB Hana Bank USA
Branch: NJ Branch
Account No.: 5215256
Routing NO.: 26003272

WE TAKE THE PLEASURE IN OFFERING YOU SUBJECT TO OUR FINAL CONFIRMATION ON FOLLOWINGS

Payment: 20% at the time of Purchase Order issuance / **55% following the applicable Delivery Date** /
25% within 30days from Commissioning of the Charger
(If Commissioning has not occurred within three (3) months of the DeliveryDate,
the final 25% portion of the Price will be due thirty (30) days after the end of such3-month period.)

Due: **2023-10-30 (Delivered 2023-10-30)**

Shipment: SEA

Packing: Standard export packing

Insurance: To be covered by exporter

Special Provisions:

Destination: 1660N Mingo Rd, STE A, Tulsa, OK 74116, USA
ATTN : Jordan Howard
TEL : +1 918-236-1826

Remark:

PO# 000191

Item No.	Description	Quantity	Unit Price(USD)	Taxed	Amount
1	FC150K-AB-PS-G2	13 EA	\$ 40,130.00	O	\$ 521,690.00
2	3rd year Parts & Labor Warranty	13 EA	\$ 2,770.00	X	\$ 36,010.00
3	4th year Parts & Labor Warranty	13 EA	\$ 3,460.00	X	\$ 44,980.00
4	5th year Parts & Labor Warranty	13 EA	\$ 4,150.00	X	\$ 53,950.00
5	Vessel freight (Item No.1)	1 EA	\$ 13,900.00	X	\$ 13,900.00
Sub-total(a)					\$ 670,530.00
Taxable(b)					\$ 521,690.00
Sales Tax rate(c) (Tulsa, OK)					8.517%
Tax due(d)					\$ 44,432.34
Others(e)					\$ -
Total					\$ 714,962.34
Advanced Payment(20%) - received(2023-07-24)					\$ 142,992.47
Balanced Payment(55%) - due 2023-10-30					\$ 393,229.29
Balanced Payment(25%)					\$ 178,740.58

1676 International Dr. Suite 530, McLean, VA 22102
T: +1 703-785-3562

COMMERCIAL INVOICE

MESSRS : Accounting/Jordan Howard/Joshua Burton
Francis Energy, LLC
15E 5TH ST, STE821
Tulsa, OK 74103

Document NO.: SKSIGNET20240306-1
DATE: 2024-03-06
BANK: KEB Hana Bank USA
Branch: NJ Branch
Account No.: 5215256
Routing NO.: 26003272

WE TAKE THE PLEASURE IN OFFERING YOU SUBJECT TO OUR FINAL CONFIRMATION ON FOLLOWINGS

Payment: 20% at the time of Purchase Order issuance / 55% following the applicable Delivery Date /
25% within 30days from Commissioning of the Charger
(If Commissioning has not occurred within three (3) months of the DeliveryDate,
the final 25% portion of the Price will be due thirty (30) days after the end of such3-month period.)

Incoterms: DDP Tulsa, USA
Delivery: Delivered 2023-10-30
Shipment: By sea
Packing: Standard export packing
Insurance: To be covered by exporter

Special Provisions:

Destination: 1660N Mingo Rd, STE A, Tulsa, OK 74116, USA
ATTN : Jordan Howard
TEL : +1 918-236-1826

Remark: PO# 000191

Item No.	Description	Quantity	Unit Price(USD)	Taxed	Amount
1	FC150K-AB-PS-G2	13 EA	\$ 40,130.00	O	\$ 521,690.00
2	3rd year Parts & Labor Warranty	13 EA	\$ 2,770.00	X	\$ 36,010.00
3	4th year Parts & Labor Warranty	13 EA	\$ 3,460.00	X	\$ 44,980.00
4	5th year Parts & Labor Warranty	13 EA	\$ 4,150.00	X	\$ 53,950.00
5	Vessel freight (Item No.1)	1 EA	\$ 13,900.00	X	\$ 13,900.00
Sub-total(a)					\$ 670,530.00
Taxable(b)					\$ 521,690.00
Sales Tax rate(c) (Tulsa, OK)					8.517%
Tax due(d)					\$ 44,432.34
Others(e)					\$ -
Total					\$ 714,962.34
Advanced Payment(20%) - received(2023-07-24)					\$ 142,992.47
Balanced Payment(55%)					\$ 393,229.29
Balanced Payment(25%)					\$ 178,740.58



Love's

STORE #253
901 N. Sheb Wooley Ave.
Erick, OK 73645
(580) 526-3345

09/29/2023 Tkt #99408951

Type: SALE (COPY)

Qty Name	Price	Total
AUTO DIESEL		117.29
Pump:	1	
Gallons:	26.128	
Price / Gal:	4.489	

Subtotal	117.29
Sales Tax	0.00
Total	117.29

Received:

VISA 117.29

*****7416 TAP

Auth No: 029232

Company:

INVOICE# 67938

AID:

A0000000031010

APP:

VISA CREDIT

No CVM

Signature:

DID YOU LOVE IT?

Please take a short survey
about your Love's experience today:



Or visit Loves.com/survey

99 Clerk: Pay at Pump



Noralta Technologies USA Inc.

Please Remit to: Suite 8210, 9595 Six Pines Drive

The Woodlands TX 77380

Bill to

Francis Energy, LLC

accounting@francisenergy.com

PO 471

INVOICE

Invoice Number
101435

Invoice Date
June 04, 2024

Page
1/1

Customer No.
C1144-U

Federal Tax ID - Business Partner

Your Reference

Ship to

Francis Energy, LLC

USA

Service #	Work Order #	WO Date	Location	LSD	Field
91	495996	May 10, 2024	Mustang - Project 11	VAUGHN	
Customer PO #	Customer WO #	Customer CC	Customer CC2	Customer AFE	Approver
					Cheryl Lee

Currency: **USD**

Description	Total
Labour	17,966.50
Other	7,316.41
Part	19,717.09

Tax Details

Tax Code	Tax %	Net	Tax
NMExempt	0.000	44,730.00	0.00
OKExempt	0.000	270.00	0.00
Total Tax Amount			0.00

Invoice Subtotal: **USD 45,000.00**

Total Before Tax: **USD 45,000.00**

Total Tax Amount: **USD 0.00**

Total Amount: USD 45,000.00

Invoicing 100% of PO 000471

Payment Term: Net 30 from invoice date

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

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

PO Total 35,890.06
Chk -



Francis Energy, LLC

SUPPLIER:

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

SUPPLIER CONTACT:

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

SUPPLIER LEGAL NOTICE RECIPIENT:

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

SPECIAL INSTRUCTIONS					
All state and federal DOT specs and compliance with respect to any signage are hereby assumed by Supplier in their entirety. Supplier represents and warrants that all signage and goods delivered pursuant to this purchase order shall comply with such specs					
PO DATE Nov 3, 2023		REQUESTOR Jeremy Howard			
RISK OF LOSS AND TRANSPORTATION					
TO INSURE PROMPT PAYMENT, PO NUMBER AND ROUTING CODE MUST BE ON INVOICES, PACKING SLIPS AND ALL OTHER APPLICABLE FORMS (i.e. MTRs, BOLs, etc.).					
LINE	ITEM NUMBER/PART NUMBER/DESCRIPTION	QUANTITY	UOM	UNIT PRICE	LINE TOTAL (USD)
1	Signs and Installation - Procurement of Signs and Installation DISTRIBUTION 1 FOR 1 Each PROJECT #: 230003 PROJECT NAME: OEV-00267: Chisum Travel Center DISTRIBUTION 2 FOR 1 Each PROJECT #: 230004 PROJECT NAME: OEV-00268: Allsup's Ft. Sumner Store 2258 DISTRIBUTION 3 FOR 1 Each PROJECT #: 230005 PROJECT NAME: OEV-00269: Sierra Grande Travel Center	3.00	Each	3,589.02	10,767.06
2	Signs and Installation - Procurement of Signs and Installation DISTRIBUTION 1 FOR 1 Each	7.00	Each	3,589.00	25,123.00
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.			TOTAL35,890.06		

TERMS AND CONDITIONS OF PURCHASE ORDER
PLACEHOLDER



Exhibit A

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

GSA Contract #47QSMA19D08P0

GSD Contract #90-000-19-00039

HUBZone Contract #62015

QUOTE NO: 483B

Francis Energy

Joshua Burton

918-644-5113

jburton@francisenergy.com

09/28/2023

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

P&M Signs Inc.

\$2,562.06

Total

\$ 35,890.06

[illegible]



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

Invoice

DATE	INVOICE #
11/29/2023	9172

BILL TO:

Francis Energy
Joshua Burton

SHIP TO:

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
000337	Net 30		11/29/2023	Installation		
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
40	Aluminum	EV Charging Station, APPROACH, w/DOT logo, L/W, 24"x32"			231.00	9,240.00T
		1/2 MILE (QTY 20), Arrow R (QTY 10), Arrow L, (QTY 10)			0.00	0.00
40	Posts	10' x 2 1/4 x 2 1/4			115.00	4,600.00T
40	Posts	Anchors (3' 2 1/2 x 2 1/2 @ \$12.00 LF			36.00	1,440.00T
80	Hardware	Hardware, 4 per sign			6.00	480.00T
5.5	Graffiti Film	Graffiti Film Protective sheeting overlay, 11 per sign, \$5.50/sq ft			240.00	1,320.00T
290	Mobilization	Trip 1 Installation-Mountainair to Des Moines, 4 Sierra Grande Rd			12.00	3,480.00T
187	Mobilization	Trip 2 Installation-Mountainair to San Jon, 2369A State Hwy 469, San Jon			12.00	2,244.00T
		Trip 2 Installation-2300 A S 1st St., Tucumcari			0.00	0.00
123	Mobilization	Trip 3 Installation- Mountainair to Ft. Sumner/Vaughn, 343 Sumner Ave., Ft. Sumner			12.00	1,476.00T
		Trip 3 Installation-118 E. 8th St., Vaughn				
202	Mobilization	Trip 4 Installation-Mountainair to Artesia/Roswell 2517 W 2nd St., Roswell			12.00	2,424.00T
		Trip 4 Installation- 1601 N 1st St., Artesia				
277	Mobilization	Trip 5 Installation- Mountainair to Hobbs, 2810 Lovington Hwy Unit 1, Hobbs			12.00	3,324.00T
141	Mobilization	Trip 6 Installation- Mountainair to Alamogordo, 820 B US-70, Alamogordo			12.00	1,692.00T
134	Mobilization	Trip 7 Installation- Mountainair to Elephant Butte, 106B Rock Canyon Rd, Elephant Butte			12.00	1,608.00T
	Discount	Sales Tax Adjustment			-0.03	-0.03
		Sales Tax			7.6875%	2,562.09

Thank you for your business!

Total

\$35,890.06

Phone #

Fax #

E-mail

Phone: 505-847-2850 Fax: 844-278-5445

general@pmsignsinc.com



PATTISON METAL FAB, INC.

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

Invoice

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

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

Invoice Number: 45740
Invoice Date: 08/28/2023
Customer: FRANCIS
Order No: 58387

Salesman: Pattison Metal Fab
Terms: Net 30 Days
Packing List: 45740
PO Number: 000267

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Revision</u>	<u>Unit Price</u>	<u>Amount</u>
1	30	PIPE BOLLARD - 4" SCH 40 PIPE A500 GR B 6'00" LONG		\$121.75000 / EA	\$3,652.50
					<hr/>
					Sub-total: \$3,652.50
					Sales Tax: \$311.08
					Shipped Via Pickup: \$0.00
					<hr/>
					Invoice Total: \$3,963.58
					Paid To Date: \$0.00
					<hr/>
					Balance Due: \$3,963.58

Vendor *

000369

Pattison Metal Fab, Inc

Invoice Number *

45740

Purchase Orders

000267

Invoice Type *

AP TRADE

Invoice Date *

08/28/2023

Activity Date *

08/28/2023

Invoice Total *

3,652.50

GL Distribution Total

3,652.50

Variance

0.00

Received Date

Discount Due Date

Default to Discount Term

☒

Discount Available

Discount Taken

Payment Type *

Check

Default to Vendor

☒

Payment Term *

NET 30

Default to Vendor

☒

Invoice Due *

09/27/2023

Default to Invoice Term

☒

Remittance Comment

Single Pay

☐

GL Distributions											
Line Number	Account Code	Account Descrip...	Matched	Taxable	Ignore Taxes	Activity Date	Amount	Quantity	UOM	Cost Center	
			<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>						
6	1500-15000	CIP: MATERIALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	487.00	4.000000000	EA - Each	OEV-00259	
7	1500-15000	CIP: MATERIALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	852.25	7.000000000	EA - Each	OEV-00258	
8	1500-15000	CIP: MATERIALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	852.25	7.000000000	EA - Each	OEV-00256	
9	1500-15000	CIP: MATERIALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	487.00	4.000000000	EA - Each	OEV-00254	
10	1500-15000	CIP: MATERIALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	974.00	8.000000000	EA - Each	OEV-00251	

Vendor *	000369	Pattison Metal Fab, Inc
Invoice Number *	45740-ST	
Purchase Orders	Number	
Invoice Type *	AP TRADE	
Invoice Date *	08/28/2023	
Activity Date *	08/28/2023	
Invoice Total *	311.08	
GL Distribution Total	311.08	
Variance	0.00	
Received Date		
Discount Due Date		
	Default to Discount Term	<input checked="" type="checkbox"/>
Discount Available		
Discount Taken		
Payment Type *	Check	Default to Vendor <input checked="" type="checkbox"/>
Payment Term *	NET 30	Default to Vendor <input checked="" type="checkbox"/>
Invoice Due *	09/27/2023	Default to Invoice Term <input checked="" type="checkbox"/>
Remittance Comment		
Single Pay	<input type="checkbox"/>	

GL Distributions											
	Line Number	Account Code	Account Descrip...	Matched	Taxable	Ignore Taxes	Activity Date	Amount	Quantity	UOM	Cost Center
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
	1	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	41.48			OEV-00259
	2	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	72.59			OEV-00258
	3	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	72.59			OEV-00256
	4	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	41.48			OEV-00254
	5	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	82.94			OEV-00251

A photograph of a modern building with a curved glass facade. The building's surface reflects the sky, clouds, and surrounding trees. The text 'Electric Mobility General Warranty' is overlaid on the top right of the image. A blue geometric shape is positioned to the left of the text.

Electric Mobility General Warranty

1. Products covered by this General Warranty.

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

2. Warranty Conditions and Warranty Period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Warranty Limitations / Limitaciones de la garantía

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

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

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

This general warranty excludes:

Esta garantía general excluye:

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

4. Limitation of Liability.

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

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

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

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

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

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

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

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

Liria, 7th December, 2021


Luis Alcázar
Director Calidad Corporativa

Disclaimer:

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

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



Electric Mobility Extended Warranty

1. Products covered by this Extended Warranty.

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

2. Warranty Conditions and Warranty Period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Warranty Limitations / Limitaciones de la garantía

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

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

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

This extended warranty excludes:

Esta garantía extendida excluye:

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

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

4. Limitation of Liability.

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

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

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

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

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

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

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

Lliria, 7th December, 2021



Luis Alcázar
Director Calidad Corporativo

Disclaimer:

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

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



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

BOL	60104125671
Customer Reference	SHIP-0024
Customer Reference	PROJECT ID(s): OEV-00241, OEV-00251, OEV-00254, OEV-00255, OEV-00256, OEV-00258,, OEV-00259
PO	000030

Charges

Description	Amount
Line Haul	\$3,450.00
Total Amount Due	\$3,450.00

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

Account Summary

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

You can now pay your invoices via credit card or electronic check online! Electronic check payments are free! To sign up today, please go to <https://epay.priority1inc.com> or contact p1collections@priority1.com for more details. Credit Card payments are subject to a 2.5% convenience surcharge, which is not greater than Priority 1's cost of acceptance. Please provide explanation if remittance amount is different than invoice amount.

All claims must be filed within 7 days of shipment delivery date. If payment has already been made, please disregard this invoice.

BOI NO: 60104125671

BILL OF LADING				Carrier: ITP WESTERN EXPRESS INC, 728760	
Shipper				Pickup Date: 12/05/2022	
Francis Energy 1660 N Mingo Rd Suite A Tulsa, OK 74116 Jordan P: +1 (918) 236-1826				Origin Terminal	
				Tulsa, OK 74116	
				Phone: P: +1 (918) 236-1826	
				Destination Terminal	
				Artesia, NM 88210	
Phone: P:					
Consignee				Customer Reference: SHIP-0024	
Stonegate Self Storage 1350 S. 26th Street Artesia, NM 88210				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 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

True Value.

SANTA ROSA LUMBER INC.
101 S.3RD STREET
SANTA ROSA, NM 88435
575-472-3656

Transaction#: C136164
Associate: FRANK G
Date: 09/22/2023 Time: 05:00:48 PM

*** SALE ***

Bill To:
Our Valued Customer

PD 120Z HeirLWHT Enamel - 792385	
5.00 EACH @ \$6.79 T	\$33.95
PDS 120Z GLS WHT Enamel - 792173	
3.00 EACH @ \$4.99 T	\$14.97

Subtotal: \$48.92
8.25% - State Tax: \$4.04
TOTAL: \$52.96

AMEX: \$52.96
CHANGE: \$0.00

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE
ACCORDING TO CARDHOLDER'S AGREEMENT
WITH ISSUER

AMERICAN EXPRESS *****1185 0
APPROVAL:823163
EXP: **/**
AID: A000000025010801
TC 9D5C F3C9774C E79 40
TERMINAL: 05837557 0000008000
VALIDATION: signature
PAYMENT SERVICE: 05

NAME: TRAMMEL/CHRISTOPHE
AMT: \$52.96
(X)

Authorized Signature

THANK YOU!

True Value.

SANTA ROSA LUMBER INC.
101 S.3RD STREET
SANTA ROSA, NM 88435
575-472-3656

Transaction#: C136165
Associate: FRANK G
Date: 09/23/2023 Time: 08:17:25 AM

*** SALE ***

Bill To:
Our Valued Customer

QT Lacquer Thinner - 204362	
1.00 EACH @ \$9.99 T	\$9.99
249Strypeeze GAL Stripper-249086	
1.00 EACH @ \$52.99 T	\$52.99
049542012331	
Strypeeze QT Stripper - 249085	
1.00 EACH @ \$20.99 T	\$20.99
3PK Sand FBG Respirator - 143665	
2.00 EACH @ \$7.99 T	\$15.98
051141340302	
4" WHT DBL Chip Brush - 639906	
1.00 EACH @ \$9.99 T	\$9.99
079478013515	
4-1/2x.045x7/8Mas Wheel - 162749	
2.00 EACH @ \$4.99 T	\$9.98
4.5" 60G Paint/Rust Kit - 197349	
1.00 EACH @ \$14.99 T	\$14.99

Subtotal: \$134.91
8.25% - State Tax: \$11.13
TOTAL: \$146.04

AMEX: \$146.04
CHANGE: \$0.00

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE
ACCORDING TO CARDHOLDER'S AGREEMENT
WITH ISSUER

AMERICAN EXPRESS *****1185 0
APPROVAL: 895616
EXP: **/**
AID: A000000025010801
TC 2DAFOE558B7CB08A 40
TERMINAL: 05837557 0000008000
VALIDATION: signature
PAYMENT SERVICE: 05

NAME: TRAMMEL/CHRISTOPHE

THE SHERWIN WILLIAMS CO.
1339 N GARNETT RD STE B
TULSA OK 74116 9999



SHERWIN-WILLIAMS.

Visit www.sherwin-williams.com
Store 727160
(918) 437-3692
Fax: (918) 437-3697
JOB 1 FRANCIS SOLAR LLC

**CHARGE
INVOICE
No. 2746-5**

ACCOUNT: **7770-0905-1**

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

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

TERMS: NET PAYMENT DUE ON NOV. 20th

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
8000-55931	5 GAL		PM 5712 SB AC TP W	20	26.79	535.80

Thank You
receipt required for refund

SUBTOTAL BEFORE TAX 535.80
8.517% SALES TAX:1-377411600 45.63
CHARGE \$581.43

MERCHANDISE RECEIVED IN GOOD ORDER BY:
ANTHONY

STORE HOURS

SUNDAY: CLOSED
MONDAY - FRIDAY: 7:00 AM - 5:00 PM
SATURDAY: 7:00 AM - 1:00 PM

Francis Accounting

From: Jeremy Howard
Sent: Thursday, October 27, 2022 10:50 AM
To: Francis Accounting; Jordan Howard
Subject: RE: Daily Invoices - 7770-0905-1 - A/P

This purchase is Approved.

Jobs #'s are as follows:

1. OEV-00241
2. OEV-00249
3. OEV-00250
4. OEV-00251
5. OEV-00253
6. OEV-00254
7. OEV-00255
8. OEV-00256
9. OEV-00257
10. OEV-00258

Jeremy Howard

Jeremy Howard
Construction Manager / Safety Coordinator

M: (903) 814-2571
15 East 5th Street, Suite 821, Tulsa, OK 74103
• www.francisenergy.com

-----Original Message-----

From: Francis Accounting <accounting@francisenergy.com>
Sent: Thursday, October 27, 2022 7:39 AM
To: Jordan Howard <jhoward@francisenergy.com>; Jeremy Howard <jjhoward@francisenergy.com>
Subject: FW: Daily Invoices - 7770-0905-1 - A/P

Please approve invoice/job#

-----Original Message-----

From: customerfinancialservices28@sherwin.com <customerfinancialservices28@sherwin.com>
Sent: Thursday, October 27, 2022 5:27 AM
To: Francis Accounting <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.

Stonegate Self Storage
1350 S. 26th Street
Artesia, NM 88210

PAYMENT RECEIPT

Account Number:
1033144

Jordan C Howard

15 E 5TH ST
STE 821
Tulsa, OK 74103
(870) 761-3895

RECEIPT ID	PAYMENT DATE	CHANGE DUE	AMOUNT
467400894	12/1/2022	\$0.00	\$580.00

Invoice	Item	Qty	Rate	Discount	Subtotal	Tax	Total	Paid
#116155	Unit #807 Rent Unit 807 - 12x25x0 (12/1/2022 - 12/31/2022)		\$185.00		\$185.00	\$0.00	\$185.00	\$185.00
#116155	Unit #903 Rent Unit 903 - 12x30x0 (12/1/2022 - 12/31/2022)		\$210.00		\$210.00	\$0.00	\$210.00	\$210.00
#116155	Unit #805 Rent Unit 805 - 12x25x0 (12/1/2022 - 12/31/2022)		\$185.00		\$185.00	\$0.00	\$185.00	\$185.00

Total Paid

Dec 01, 2022 11:45 AM American Express ****3140 \$580.00

Unit #807 paid through 12/31/2022, Unit #903 paid through 12/31/2022, Unit #805 paid through 12/31/2022

.....
If you have any past due amounts for your storage unit(s), those balances will appear below.

Stonegate Self Storage
1350 S. 26th Street
Artesia, NM 88210

PAYMENT RECEIPT

Account Number:
1033144

Jordan C Howard 15 E 5TH ST STE 821 Tulsa, OK 74103 (870) 761-3895	RECEIPT ID	PAYMENT DATE	CHANGE DUE	AMOUNT
	465668065	11/29/2022	\$0.00	\$32.33

Invoice	Item	Qty	Rate	Discount	Subtotal	Tax	Total	Paid
#116121	Unit #805 Rent Unit 805 - 12x25x0 (11/29/2022 - 11/30/2022) - Prorated		\$12.33		\$12.33	\$0.00	\$12.33	\$12.33
#116121	ADMIN FEE Administrative Fee - Required At Move In		\$20.00		\$20.00	\$0.00	\$20.00	\$20.00
Total Paid								
Nov 29, 2022 3:11 PM		American Express ****3140						\$32.33

Unit #805 paid through 11/30/2022
.....

If you have any past due amounts for your storage unit(s), those balances will appear below.

**TOWN OF VAUGHN
PO BOX 278 VAUGHN, NM 88353**

COUNCIL
POSITION 1. KATHIE LUCERO
POSITION 2. RUDY MARTINEZ

POSITION 1. KATHIE LUCERO
POSITION 2. RUDY MARTINEZ

townofvaughn@plateautel.net
Tel: 575-584-2301
Fax: 575-584-2940

POSITION 3. PAUL LUCERO
POSITION 4. BILLY LUCERO

POSITION 3. PAUL LUCERO
POSITION 4. BILLY LUCERO

ROMAN GARCIA

ROMAN GARCIA

CLERK/TREASURER
SHALINE LOPEZ

BUSINESS APPLICATION

X INITIAL APPLICATION _____ RENEWAL

NAME OF BUSINESS Francis Energy, LLC.

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

APPLICATION IS: INDIVIDUAL _____ PARTNERSHIP X CORPORATION _____

FOR CORPORATION:

NAME OF CORPORATION AND OWNERS

NATURE OF BUSINESS: Sub leasing contract. Installing EV charging units & operating.

AMOUNT DUE:

\$25.00

**TOWN OF VAUGHN
PO BOX 278
VAUGHN, NM 88353**

Tucumcari Lumber Co. & True Value
221 South 1st Street
Tucumcari, NM 88401
575-461-1251

Transaction#: A122889
Associate: John Joseph
Date: 09/21/2023 Time: 08:34:03 AM

*** SALE ***

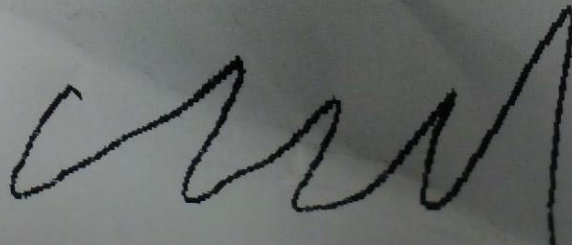
Bill To:
Our Valued Customer

170ZYEL Inv Strip Paint
542223
5.00 EACH @ \$8.99 T \$44.95
020066167783
10" Turbo Rim Blade
224789
1.00 EACH @ \$39.99 T \$39.99
Subtotal: \$84.94
8.125% State Tax: \$6.91
TOTAL: \$91.85
AMX: \$91.85
CHANGE: \$0.00

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE
ACCORDING TO CARDHOLDER'S AGREEMENT
WITH ISSUER

AMERICAN EXPRESS *****1185 0
APPROVAL:807700
EXP: **/**
AID: A000000025010801
TC EDB842AA2E4C7E3D 40
TERMINAL: 84666873 0000008000
VALIDATION: signature
PAYMENT SERVICE: 05

NAME: TRAMMEL/CHRISTOPHE
AMT: \$91.85



Tucumcari Lumber Co. & True Value
221 South 1st Street
Tucumcari, NM 88401
575-461-1251

Transaction#: A122926
Associate: KATHI
Date: 09/22/2023 Time: 07:45:58 AM

*** SALE ***

Bill To:
Our Valued Customer

12x400 .35Mil Plas Film		
657460		
1.00 EACH @ \$35.99 T	\$35.99	
073257052092		
PT2X 120Z GLS WHT Paint		
120936		
6.00 EACH @ \$7.29 T	\$43.74	
PT2X 120Z FLT WHT Paint		
120942		
2.00 EACH @ \$7.29 T	\$14.58	
10LB Vinyl Concr Patch		
648735		
2.00 EACH @ \$13.99 T	\$27.98	
MP Basic 4" Poly Brush		
694614		
2.00 EACH @ \$10.99 T	\$21.98	
079478013423		
TV 5QT WHT Paint Pail		
201889		
1.00 EACH @ \$4.99 T	\$4.99	

Subtotal: \$149.26
8.125% - State Tax: \$12.13
TOTAL: \$161.39

AMEX: \$161.39
CHANGE: \$0.00

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE
ACCORDING TO CARDHOLDER'S AGREEMENT
WITH ISSUER

AMERICAN EXPRESS *****1185 0
APPROVAL: 867994
EXP: **/**
AID: A000000025010801
TC 23B5B04FCE8881DC 40
TERMINAL: 84666873 0000008000
VALIDATION: signature
PAYMENT SERVICE: 05

ULINE

SHIPPING SUPPLY SPECIALISTS

1-800-295-5510

uline.com

PO Box 88741 • Chicago IL 60680-1741

INVOICE NO.

155944587

**

INVOICE

ULINE FED ID#: 36-3684738

THANK YOU FOR YOUR ORDER. ULINE CUSTOMER SINCE 2016

YOUR ORDER # 78161998

SOLD TO:

SHIP TO:

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

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

U100-9-2013

CUSTOMER NO.		PURCHASE ORDER NO.		SHIP VIA	ORDER DATE	DATE SHIPPED	TERMS	INVOICE DATE
12243513		110122006		FEDEX FRT	11/02/22	11/02/22	NET 30 DAYS	11/02/22
QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE		
ORDERED	U/M	BACK ORDERED						
30	EA		H-4970F	5.5X36" SAFETY BOLLARD - FIXED REORDER/ADD LINE	105.00	3150.00		

ORDER PLACED BY: JORDAN HOWARD

INTERNET /

SUB-TOTAL	SALES TAX	FRT/HNDLING	AMOUNT DUE
3150.00	268.29	.00	3418.29

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	155944587	11/02/22	3418.29

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



MAKE CHECK
 PAYABLE AND
 MAIL TO:

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

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

1224351301559445872211020003418291

NNNNN 02 02 013302 015084P

Purchase Order

BILL TO:

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



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

TO:

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

FRANCIS
ENERGY

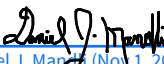
SHIP TO:

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

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

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

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


Daniel J. Mandli (Nov 1, 2022 15:40 CDT)

Dan Mandli - Chief Operations Officer



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**

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

ATTENTION: JORDAN HOWARD


Uline SHOP-0001 (Bollards) PO #110122006

Final Audit Report

2022-11-01

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

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






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














High Power Charging Station	
PRODUCT	EV Charger
MODEL	FC150K-AB-PS
PART No.	
SERIAL NO.	Q090820230008
INPUT POWER	480 VAC, 50/60 Hz, Three-Phase, 277/480Y(4-wire)+ PE, MAX 200 A, 166 kW
OUTPUT POWER	CCS1 : 150 - 920 VDC, 300 A CHAdeMO : 150 - 500 VDC, 200 A MAX 150 kW
ENCLOSURE TYPE	Rainproof, Type 3R Enclosure
MANUFACTURING DATE	2023. 09. 08
MANUFACTURING ADDRESS	49, Jeongicha-ro, Daema-myeon, Yeonggwang-gun, Jeollanam-do, Republic of Korea
<div>  Complies with UL 2202 CSA C22.2 No. 346 E114558 </div> <div>    </div> <div>  </div>	

High Power Charging Station

PRODUCT	EV Charger
MODEL	FC150K-AB-PS
PART No.	
SERIAL NO.	Q090820230009
INPUT POWER	480 VAC, 50/60 Hz, Three-Phase, 277/480Y(4-wire)+ PE, MAX 200 A, 166 kW
OUTPUT POWER	CCS1 : 150 - 920 VDC, 300 A CHAdeMO : 150 - 500 VDC, 200 A MAX 150 kW
ENCLOSURE TYPE	Rainproof, Type 3R Enclosure
MANUFACTURING DATE	2023. 09. 08
MANUFACTURING ADDRESS	49, Jeongicha-ro, Daema-myeon, Yeonggwang-gun, Jeollanam-do, Republic of Korea
<div><div> EMC F114550</div><div>Complies with IEC 61851-1 1575V/200A/150kW</div><div></div><div></div><div></div></div> <div></div>	