APPENDIX D-4

Beneficiary Eligible Mitigation Action Certification



Francis Energy, LLC: Sierra Grande Travel Center – Des Moines EVNM-0027 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:	Sierra Grande Travel Center – Des Moines EVNM-0027
Beneficiary's Project ID:	NM-VW-20-18
Funding Request No.	(sequential) 049
Request Type:	⊠Reimbursement
(select one or more)	□Other (specify):Click or tap here to enter text.
Payment to be made to:	□Beneficiary
(select one or more)	☑Other (specify): Francis Energy, LLC
Funding Request & Direction	☑Attached to this Certification
(Attachment A)	☐To be Provided Separately

SUMMARY

Eligible Mitigation Action ☑ Appendix D-2 item (specify): Eligible Mitigation Action 9. Light Duty Zero				
Emission Vehicle Supply Equipment				
Action Type □Item 10 – DERA Option (5.2.12) (specify and attach DERA Proposal)				
Evaluation of how funding request fits into Donoficion/s Mitigation Dion (F. 2.1).				

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 costeffective 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, travel stop, restaurant, with other amenities nearby in the town of Des Moines. Site has direct access to HWY 64/87 and NM 325 serving North-Eastern New Mexico. Lodging, restaurants, tourism attractions, and national forest and White Sands National Park are nearby.

Estimate of Anticipated NO_x Reductions (5.2.3):

Ν/Δ

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 Two Hundred Seventy Thousand, Two Hundred Forty-Five dollars, and Ninety cents (\$270,245.90). Trust funding will provide the requested Sixty-Seven Thousand, Five Hundred Sixty-One dollars and Forty-Eight cents (\$67,561.48), approximately 25% of the final total project cost for the purchase and installation of the charging equipment. The remaining Two Hundred Two Thousand, Six Hundred Eighty-Four dollars and Forty-Two cents (\$202,684.42) 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 village of Des Moines, located in Union County. The minority population in this area is 38%, and the low-income population is 36%. 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)

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

CERTIFICATIONS

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

- 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: 11/4/2024

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.	10/2/2020
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	10/2/2020
Trustee Acknowledges Receipt of Project Certification and Funding Direction	Q3 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	Q4 2024
Project Installations(s) – Start	3/18/2024
Project Installations(s) – Complete	8/26/2024
Project Sponsor provides detailed invoices for all claimed project costs,	10/11/2024
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)	
Lead Agency completes review and certifies payment direction to Trustee	Q4 2024
(Reimbursement)	
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded,	Q4 2024
Reimbursement)	
Lead Agency Reports Project Completion	Q4 2024

PROJECT BUDGET

	PROJECT	BODGLI				
Period of Performance: 10/2/2020-8/26/2024						
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	\$270,245.90	\$67,561.48	\$202,684.42	\$0		
2. Contractor Support	\$0	\$0	\$0	\$0		
3. Subrecipient Support	\$0	\$0	\$0	\$0		
4. Administrative ¹	\$0	\$0	\$0	\$0		
Project Totals	\$270,245.90	\$67,561.48	\$202,684.42	\$0		
Percentage	100%	25%	75%	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 Sierra Grande Travel Center Des Moines, 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 \$67,561.48. Please advise if NMED requires any further documentation to support this request and we will arrange to provide the requested support.

Sincerely,

Megan Charles Chief of Staff

Francis Energy, LLC

Megan Charles

Francis Energy, LLC

Invoice

\$67,561.48

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

E-mail

Phone #

New Mexico Department of Environmental Quality

Bill To

Date	Invoice #
10/11/2024	OEV-00269-2

Due Date	Terms
11/10/2024	Net30

Description	Amount
VW EV Charging Installation for OEV-00269 Sierra Grande Travel Ctr NM	
Total cost =	
\$270,245.90	
25% reimbursable (Maximum \$77,221.25) =	
\$67,561.48	\$ 67,561.48
Start Date: 3/18/2024 / Completion Date: 8/26/2024	

www.francisenergy.com

Total

accounting@francisenergy.com

918-236-5008

Invoices and Payment OEV-00269 Sierra Grande Travel Ctr Des Moines, NM

Vandan	luveire Data Javeire #	Assessed Descri	Marra	Tatal Coat	VW Share 25%	ARPA Share 75%	I Assessed
Vendor Tulsa Land Survey	2/2/2023 5247	Account Descr. CIP: SUBCONTRACTOR	Memo	Total Cost		5,887.50	Inv. Attached
•	• •			7,850.00	1,962.50	,	x
Excellence Engineering	4/16/2023 FE041623-854	CIP: SUBCONTRACTOR	Fisher ded Marronti	2,400.00	600.00	1,800.00	x
Power Electronics	8/21/2023 802310892	CIP: MATERIALS	Extended Warranty	9,400.00	2,350.00	7,050.00	x
Power Electronics	9/30/2022 802210851	CIP: CHARGERS	15% Charger Invoice	14,771.33	3,692.83	11,078.49	X
Power Electronics	12/30/2022 802211258	CIP: CHARGERS	85% Charger Invoice	83,704.18	20,926.04	62,778.13	x
Crane	10/31/2022 ISIORD221001341	CIP: CHARGERS	Charger Shipping	214.46	53.62	160.85	x
Crane	11/8/2022 ISIORD221100712	CIP: CHARGERS	Charger Shipping	515.72	128.93	386.79	x
Crane	12/30/2022 ISIORD221201626	CIP: CHARGERS	Charger Shipping	58.14	14.54	43.61	x
Crane	12/30/2022 ISIORD221201627	CIP: CHARGERS	Charger Shipping	54.50	13.63	40.88	Х
Southwestern Electric	7/1/2024 10001633	CIP: UTILITY UPGRADE		30,772.21	7,693.05	23,079.16	Х
Design Ready	12/15/2022 456911	CIP: MATERIALS		5,729.72	1,432.43	4,297.29	X
Priority 1	10/13/2023 10499208	CIP: SUBCONTRACTOR		1,413.33	353.33	1,060.00	X
P&M Signs, Inc.	11/29/2023 9172	CIP: SUBCONTRACTOR		5,586.83	1,396.71	4,190.12	X
Build A Sign	8/21/2023 600317699	CIP: MATERIALS		88.82	22.21	66.62	X
Build A Sign	8/30/2023 600317699	CIP: MATERIALS		152.81	38.20	114.61	x
M&M Inn	6/12/2024 CC	CIP: TRAVEL		68.25	17.06	51.19	X
Sierra Grande NM	6/12/2024 CC	CIP: TRAVEL		75.00	18.75	56.25	X
Loves #0733	6/13/2024 CC	CIP: TRAVEL		31.35	7.84	23.51	X
Loves #0253	6/13/2024 CC	CIP: TRAVEL		97.97	24.49	73.48	x
Loves #0733	6/13/2024 CC	CIP: TRAVEL		83.01	20.75	62.26	x
Sierra Grade NM	6/12/2024 CC	CIP: TRAVEL		21.32	5.33	15.99	X
Hutchs 123	6/10/2024 CC	CIP: TRAVEL		53.00	13.25	39.75	X
QuikTrip	6/10/2024 CC	CIP: TRAVEL		59.47	14.87	44.60	X
Quality Inn	6/13/2024 CC	CIP: TRAVEL		132.05	33.01	99.04	x
Crossroads 87	6/13/2024 CC	CIP: TRAVEL		66.44	16.61	49.83	x
Quality Inn	6/13/2024 CC	CIP: TRAVEL		137.72	34.43	103.29	x
Loves 253	6/13/2024 CC	CIP: TRAVEL		69.48	17.37	52.11	x
QuikTrip	6/10/2024 CC	CIP: TRAVEL		76.91	19.23	57.68	x
Chevron Cross County	6/10/2024 CC	CIP: TRAVEL		84.36	21.09	63.27	x
Loves #022	6/10/2024 CC	CIP: TRAVEL		9.09	2.27	6.82	x
Sierra Grande Restaurant	6/10/2024 CC	CIP: TRAVEL		75.00	18.75	56.25	x
Tractor Supply	6/10/2024 CC	CIP: MATERIALS		31.95	7.99	23.96	X
Loves #733	6/11/2024 CC	CIP: TRAVEL		60.02	15.01	45.02	X
BTU #1053	6/11/2024 CC	CIP: MATERIALS		394.41	98.60	295.81	X
Floyd's Rental Center	6/11/2024 CC	CIP: EQUIPMENT REN	ITALS	1,254.49	313.62	940.87	x
Floyd's Rental Center	6/13/2024 CC	CIP: EQUIPMENT REN		(627.24)	(156.81)	(470.43)	x
Sierra Grande Restaurant	6/10/2024 CC	CIP: TRAVEL	,	82.48	20.62	61.86	x
QuikTrip #00056	6/10/2024 CC	CIP: TRAVEL		54.60	13.65	40.95	x
M&M Inn	6/10/2024 CC	CIP: TRAVEL		147.88	36.97	110.91	X
Comfort Inn	6/10/2024 CC 6/10/2024 CC	CIP: TRAVEL		141.55	35.39	106.16	X X
Loves #047	6/12/2024 CC 6/12/2024 CC	CIP: TRAVEL		66.79	16.70	50.09	x X
M&M Inn	6/12/2024 CC 6/12/2024 CC	CIP: TRAVEL		147.88	36.97	110.91	X X
Kum N Go	7/3/2024 CC	CIP: TRAVEL		66.43	16.61	49.82	
Sierra Grande		CIP: TRAVEL		39.78	9.95	49.82 29.84	x
	7/3/2024 CC	-					x
Best Western Plus	7/3/2024 CC	CIP: TRAVEL		181.43	45.36	136.07	x
Richards True Value	8/8/2024 CC	CIP: MATERIALS		10.01	2.50	7.51	X

Loves #022	8/9/2024 CC	CIP: TRAVEL	41.56	10.39	31.17	х
Kum N Go 880	8/9/2024 CC	CIP: TRAVEL	69.94	17.49	52.46	х
Quality Inn	8/9/2024 CC	CIP: TRAVEL	149.98	37.50	112.49	х
Shell	8/26/2024 CC	CIP: TRAVEL	41.05	10.26	30.79	х
Sierra Grande NM	8/26/2024 CC	CIP: TRAVEL	79.10	19.78	59.33	х
Southwestern Electric	5/22/2024 CC	CIP: UTILITY UPGRADE	150.00	37.50	112.50	х
Emassy Suites	8/23/2024 CC	CIP: TRAVEL	205.85	51.46	154.39	х
Double Tree By Hilton	8/31/2024 CC	CIP: TRAVEL	547.97	136.99	410.98	х
Home 2 Home	8/28/2024 CC	CIP: TRAVEL	153.53	38.38	115.15	х
Francis Construction Labor	OEV00269 FEC-IC	Fancis Energy Management LLC - Labor Billing	88,650.00	22,162.50	66,487.50	
FRE O&M	OEV00269 FRE-O&M	Networking and Call Center Servies	14,252.00	3,563.00	10,689.00	

Build-A-Sign Breakdown:

Invoice 600317699: \$70.41 X 2 = \$140.82 X 8.517% (Tax) = \$11.99 + \$140.82 = **\$152.81**Invoice 600317699: \$81.85 X 1 = \$81.85X 8.517% (Tax) = \$6.97 + \$81.85 = **\$88.82**

Totals	270,245.90	67,561.48		270,245.90 67,561.48 202,684.43		202,684.43
Pot	7	7,221.25		125,000.00		
	((9,659.77)		77,684.43		
Y/N fo	Y/N for total reward amount				Yes	
Actual Reward amount	192,561.48	\$ 6	7,561.48	\$	125,000.00	
	NM Dept >>	DoEQ			DoT	

Charger Amounts PO # 071522002

OEV-00269 Sierra Grande Travel Ctr NM

Power Elec_Invoices

Charger Amounts		802210851 @15%	802211258 @85%	Comments
Charger (150s)	\$44,700.00	6,705.00	37,995.00	
sales tax	\$3,687.75	553.16	3,134.59	tax charged @ 8.25%
commissioning	\$850.00	127.50	722.50	
	\$49,237.75	7,385.66	41,852.09	
Total for 2	\$98,475.50	14,771.33	83,704.18	\$0.00

snipping

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	\$842.82	\$421.41	\$8,428.16

Power Elec Inv_802310892
4th Year Extended Warranty
5th Year Extended Warranty

2 uni	its	1 unit	
	\$4,700.00		\$2,350.00
	\$4,700.00		\$2,350.00
	\$9,400.00		

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

Comminded that the 10 document parentages of this project is 71522002. Below shows the 5 year warrancy included in the price																							
Power Electronics									New Purchase 8/21/23														
Serial Number	Туре	Voltage	Size (kW)	Model	Payment	Warrant Burchase Price	Warrant	Warrant	Warrant	Warrant	Warrant	Warrant	Warrant	Warrant	Warrant	Warrant	Purchase Price	PO #	o Prico PO #	Assigned Project	Date	Extended Warranty	Extended Warranty
Serial Nulliber	туре	Voltage	Size (KVV)	Wodel	Hardware	y Length	ruiciiase riice	FO#	Assigned Project	Received	4th Year	5th Year											
31614045	NB 150	480/277V	150 kW	NB150SU0000000004	RFID Only	3-Year	\$44,700.00	71522002	OEV-00269	11/8/2022	\$2,350.00	\$2,350.00											
31614046	NB 150	480/277V	150 kW	NB150SU0000000004	RFID Only	3-Year	\$44,700.00	71522002	OEV-00269	11/8/2022	\$2,350.00	\$2,350.00											

CJ TRAMMEL

9186374257

Best Western Rewards #

*********6834

Hotel Information

Best Western Plus Raton Hotel 473 Clayton Road (575) 445-8501 Raton, New Mexico 87740-2344

United States

STAY OVERVIEW

1 Night 1 Room **1** Guest

Confirmation Number: 583520352

Check-In: 07/02/2024

Check-Out: <u>07/03/2024</u>

Room Number: 215

FOLIO:

DATE	DESCRIPTION	ID	REF NO	CHARGES	CREDIT
07/02/2024	LODGERS TAX	JONG		8.01	
07/02/2024	RATE DISCOUNT REV	JONG	BW - DISCOUNT	17.80	
07/02/2024	ROOM CHRG REVENUE	JONG		177.99	
07/02/2024	SALES TAX	JONG		13.23	
07/03/2024	PAYMENT AMEX	JONG	1185 - 872073		(181.43)

BALANCE

0.00

THANK YOU FOR SHOPPING AT BTU #1053 (505) 425-9329

06/11/24 7:30AM 18CG 8185 SALE 6TP 25 EA \$7.99 EA 6' T-POST 1.33 W/CLIP \$199.75 726955 5 RL \$32.99 RL 4X50 ORNG GUARDIAN FENCE \$164.95

29.71 SUB-TOTAL:\$ 364.70 TAX: \$ 29.71 TOTAL: \$ 394.41 BC AMT: \$ 394.41 SUB-TOTAL:\$ 364.70 TAX: \$

BK CARD#: XXXXXXXXXXXX7920 MID:********9889 TID:***5691 AUTH: 801103 AMT: \$ 394.41 Host reference #:267722 Bat#

Authorizing Network: VISA

Contactless EXPR: XXXX CARD TYPE: VISA

AID : A0000000031010 TVR : 0000000000 IAD: 06011203A00000

TSI: ARC : 00

MODE : Issuer CVM : NO CVM

Name : VISA CREDIT

ATC:0029

AC : E85563CB943D5234 TxnID/ValCode: 896428

Bank card USD\$ 394.41



==>> JRNL# C67722 CUST NO: *18

> THANK YOU VISA CARDHOLDER FOR YOUR PATRONAGE

ACCT: CASH CUSTOMER BTU



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	Allsups 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	Allsups Hobbs	Construction
•	08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$152.81	Sierra Grande Travel Ctr (Des Moines)	Construction
•	08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$305.62	Chisum Travel Ctr (San Jon)	Construction
•	08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$152.81	Allups # 2258 - Ft Sumner	Construction
•	08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$158.14	Allsups Tucamari	Construction
•	08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$152.98	Allsups # 102160 - Roswell (W 2nd)	Construction
•	08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$320.87	Allsups Vaughn	Construction
•	08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$152.98	Allsups 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	Allsups Alamogordo	Construction
•	08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business Card	\$89.38	Allsups Hobbs	Construction
•	08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business Card	\$88.82	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

Order# 600317699

https://www.buildasign.com Date: Wednesday, August 30, 2023

Billing Information:

Name: Joshua Burton Phone: 9186445113 Address: 15 E 5th St

Address 2: STE 821 Tulsa, Oklahoma 74103

United States

Payment method: Checkout with Credit Card

Shipping Information:

Name: Joshua Burton Phone: 9186445113

Address: 1660 N Mingo Rd

Address 2: STE A Tulsa, Oklahoma 74116

United States

Shipping method: Rush

Get it by: 9/6/2023

Product(s)

Name	Price	Qty	Total
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



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	Allsups 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	Allsups Hobbs	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$152.81	Sierra Grande Travel Ctr (Des Moines)	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$305.62	Chisum Travel Ctr (San Jon)	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$152.81	Allups # 2258 - Ft Sumner	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$158.14	Allsups Tucamari	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$152.98	Allsups # 102160 - Roswell (W 2nd)	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$320.87	Allsups Vaughn	Construction
• 08/30/2023	Materials	NM Signage for Sites	BUILD A SIGN	American Express Business Card	\$152.98	Allsups 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	Allsups Alamogordo	Construction
• 08/21/2023	Materials	Material for Project	BUILD A SIGN	American Express Business Card	\$89.38	Allsups 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

Order# 600317699

https://www.buildasign.com Date: Wednesday, August 30, 2023

Billing Information:

Name: Joshua Burton Phone: 9186445113 Address: 15 E 5th St

Address 2: STE 821 Tulsa, Oklahoma 74103

United States

Payment method: Checkout with Credit Card

Shipping Information:

Name: Joshua Burton Phone: 9186445113

Address: 1660 N Mingo Rd

Address 2: STE A Tulsa, Oklahoma 74116

United States

Shipping method: Rush

Get it by: 9/6/2023

Product(s)

Name	Price	Qty	Total
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Sub-total: \$1,997.96 Shipping: \$0.00

Tax: \$170.17

Order total: \$2,168.13

WELCOME TO CHEVRON CROSS COUNTRY BARN 301 E OKLAHOMA WHEELER TX 79096

DATE 6/10/24 12:29 TRAN#9010088

PUMP# 01

SERVICE LEVEL: SELF PRODUCT: DIESEL 2

GALLONS: 25.885 PRICE/G: \$3.259
FUEL SALE \$84.36
CREDIT \$84.36

ENTRY: Insert

Acct: 7920 VISA

Term ID: 21 AUTH: 00-210133 ZIP ENTERED

Batch: 07 Seq: 013

INVOICE: 122501

EMV STAN#: 049917105

89

APP NAME: VISA CREDIT

AID: A0000000031010

APP CRYPTOGRAM:

ARQC 25B7A9A4D88F7A5

Tell us about your visit for a chance to win a gas gift card! Gasfeedback.com THANK YOU HAVE A NICE DAY



TRAMMEL, CHRISTOPHER 1703 N. BIRCH OWASSO, OK 74055

Comfort Inn Las Vegas New Mexico (NM035)

2500 N. Grand Ave. Las Vegas, NM 87701 (505) 425-1100 NM035@stayatchoice.com Account: 933016321
Date: 6/11/24
Room: 235 LGMS
Arrival Date: 6/10/24
Departure Date: 6/11/24
Check In Time: 6/10/24 6:56 PM

Check Out Time:

Rewards Program ID: GP-CXT425713

You were checked in by: gm

You were checked out by:

Total Balance Due: 0.00

Post Date	Description	Comment		Amount
6/10/24	American Express			(141.55)
		XXXXXXXX	XXXX1185	(141.55)
6/10/24	Room Charge			125.10
		CHRISTOPH	HER	125.10
6/10/24	State Tax			10.19
6/10/24	Occupancy Tax			6.26
		Folio Summary	6/10/24 - 6/10/24	
	Room Charge			125.10
	Occupancy Tax			6.26
	State Tax			10.19
	American Express			
	American Express			(141.55)
			Balar	nce Due: 0.00

This rate is eligible for partner rewards. If this rate is changed, you may no longer be entitled to Choice Privileges points.

Would you review us on TripAdvisor? Our guests often tell us how helpful it is to read past guests' comments before booking their own visits. And we're always eager to hear what you liked and how we might improve.

http://www.tripadvisor.com/UserReview-g47088-d92884-m15678-Comfort_In n-Las_Vegas_New_Mexico.html

Thanks again, and we hope you'll choose Comfort Inn the next time you're in Las Vegas New Mexico.



Congratulations, you are earning Choice Privileges Points for this stay! Log on to www.choicehotels.com/choice-privileges to redeem for free nights and other great rewards.



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

Account No : C2184102

Date

: 12/30/2022

Page : 1 /

Invoice No. : ISIORD221201627 / Credit Term : D30

Customer ID: FRAN1920RD

Due Date : 01/29/2023

: DSI2211ORD01395 Job No. BL / AWB No. : ZIMUVLC10135329 MBL/MAWB No. : ZIMUVLC10135329

Job Date : 11/30/2022

Shipper : POWER ELECTRONICS ESPANA Consignee

ETD/ETA

: Francis Energy

1924 E 6th St Tulsa, OK

Flight/Vessel : CSL MANHATTAN/19W

Place of Receipt : VALENCIA Port of Loading : VALENCIA Port of Discharge : ${\tt HOUSTON}$

: HOUSTON Destination Delivery : HOUSTON

Commodity

Service Level : Customs Brokerage

Packages : 2 Package(s) C.Wgt/M3/KT : 0.000 CBM

Weight : 1106.000 LB

Container : 1 X 40HC; GAOU6440965

: 12/09/2022

Reference

Description	Rate	Quantity	Tax	Amount
Delivery	545.000	1.000 40HC		545.00
Total - US Dollar: FIVE HUNDRED AND FORTY FI	VE DOLLYBOOMLA		HCD	E4E 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.BOFAUS3N

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

OCEAN BILL OF

EXPRESS BL

ALTIUS

ES

CONSIGNEE

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

NOTIFY

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

PLACE OF RECEIPT

VESSEL PORT OF LOADING

CSL MANHATTAN VALENCIA

PORT OF DISCHARGE PLACE OF DELIVERY HOUSTON

PRECARRIAGE BY

STRIPPING, HANDLING AND DOCUMENTATION FEES AT PORT

B/L Nº: 13.605

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

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

SHIPPED on board in apparent good order and condition, weight, measure, marks, numbers, quality, contents, and value unknown, for carriage to the Port of Discharge or so near thereunto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforsaid 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, 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 surrended duly endorsed in exchange for the goods or delivery order. IN WITNESS whereof the Master of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

According to the declaration of the shipper

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

TERMS AND CONDITIONS FOR CARRIAGE

"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 a severally liable to Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this date or time of the charges of the obligations of any of them under this date or time of the obligations of any of them under this date or time of the obligations of any of them under this date or time of the obligations of the obligations of any of them under this date or time of the obligations of

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 8.1 Neither Carrier nor any Subcontractors are obliged to inform Merchant or Notity Party of vessel's estimated or actual severally liable to Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this date or time of arrival, and if givens, such information shall be considered gratinos shall considered gratinos shall be considered gratinos shall considered gratinos shall gratinos shall gratinos shall considered gratinos shall grat

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 los 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 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.

3.4n 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

4.1 Except as otherwise noted herein, Carrier shall be responsible for loss of or damage to Goods under the following circumstances only

circumstances only:
(a)PORT-OP-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 hall 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

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, 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

(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 wich 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 killo 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 killo of gross weight of Goods lost or damaged.

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

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

(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 this bill of lading, or under statute, shall apply in any action or proceeding against Carrier whether founded in contract, tort, bailment or otherwise.

contract, tort, ballment or otherwise. (d)Carrier shall, notwithstanding which legislation is applicable hereunder, be entitled to the benefit of Sections 30501 through 30511, Title 46, U.S. Code as may be amended as if the same were expressly set out herein, including but not limited to the Limitation of Liability Act and Fire Statute. (e)Carrier shall have no liability whatsoever arising out of or in connection with the acts of any person (not employed or instructed by Carrier) who unlawfully, by the use of force or threats of any kind, damages, ceases, or exercises control over the Goods, over any Subcontractor or over any means of transportation or storage of the Goods. 5.SUBCONTRACTING

(a)Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing or other handling whatsoever as well as any and all duties whatsoever undertaken by it in relation to the Goods or Containers or in performance of this contract.

(b)No Subcontractor shall in any circumstances be under any liability whatsoever to Merchant for any loss, damage or delay

whether arising or resulting directly or indirectly from any act, neglect or default on the Subcontractor's part, and Merchant undertakes that no claim or allegation, whether in contract, bailment, tort, or otherwise, shall be made against any Subcontractor seeking to impose any liability whatsoever in connection with this contract. If any such claim or allegation, 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 exoneration 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.

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 (b)Transship or carry on another Vessel or conveyance or by any other means of transport than that named on the reverse side

(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.

(a)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 al 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

1.DEFINITIONS
(n)Dry dock or stop at any unscreduled port for bunkers, repairs or for any purpose whatsoever.

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with the applicable tarriff 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 literational Convention for the Unification of Certain Rules relating to Bills of Lading of 1924 including the Visby Amendment and the 1979 Protocol.

"Hamburn Rules" 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 Literation for the Unification of Certain Rules relating to Bills of Lading of 1924 including the Visby Amendment and the 1979 Protocol.

"Hamburn Rules" means the U.S. Carriage of Goods on deck not in Container(s) is solely at Merchants risk; (iv) Carrier is not responsible of any expense, loss, damage or delay to the Goods resulting from Carriage of Goods on deck is subject to all lerms and conditions of this bill of lading. 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.

8.1 Neither Carrier nor any Subcontractors are obliged to inform Merchant or Notify Party of Vessel's estimated or actual

subcontractor (including their own subcontractors), or any other party employed by or on behalf or 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 larier, 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 within 3 (three) consecutive days thereafter, a presumption of discharge/delivery in good order shall arise. In any event, Carrier shall not be responsible for any claims for not.

8.3Alter discharge of the Goods, Carrier shall not be responsible for any claims for not.

8.3Alter discharge of the Goods, Carrier shall not be responsible for any claims for not.

8.3Alter discharge of the Goods, Carrier shall not be responsible for any claims for not.

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8.3Alter discharge of the Goods, Carrier shall not be responsible for any claims for not.

8.3Alter discharge of the Goods, Carrier shall not be responsible for any claims for not.

8.3Alter discharge of the Goods are improperly released or delivered by Customs or other authority to a third party without the consent of Carrier.

8.3Alter discharge of the Goods, Carrier shall not be responsible for any claims for not.

8.3Alter discharge of the Goods are improperly released or delivered by Customs or other authority and or other authority to any claims for the carriage.

8.3Alt

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

TO CARRIER S LERY

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.MERCHANT'S RESPONSIBILITY
11.Merchant warrants that in agreeing to the terms and conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the Goods and this bill of lading. Merchant further warrants that: (i) the particulars relating to the Goods as set out on the reverse hereof have been checked and that such particulars, and any other particulars furnished by or on behalf of Merchant are adequate and correct, and (ii) it has complied with all statutes, ordinances, regulations and requirements of whatsoever nature relative to the Goods, Containers or other packages, its/their documentation or in any other way relating thereto.

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 particulars 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's 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 Container at the commencement of Carriage.

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 insused 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 11.6When any Container is owned or leased by Carrier, Merchant shall be liable, at tariff rates, for any delay beyond time

(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 benalties, 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 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.

(e) The terms and conditions in Carrier's tariff(s) and herein (including the limitation of liability of US\$ 500 per package or per without the above-mentioned obligations or otherwise provided herein apply unless the nature and value of the Goods and herein fincluding the limitation of liability of US\$ 500 per package or per which results from the acts or omissions of Merchant, its agents or servants are responsible.

12.1NO Goods which are or may become dangerous, hazardous, flammable, explosive, noxious or damaging (including the limitation of booking the Goods and prepaying a negotiated 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 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.

1.2.2Merchant 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 IMRG Code ADE BID and CER.

Carriage including IMDG Code, ADA, RID, and CFR.

In Carniage including indua Good, ADA, Filb, 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 warrantie obligations provided herein whether or not Merchant was aware of the nature of such Goods.

13.REEFER CONTAINERS

Containers win temperature- or atmosphere-controlled apparatus win not be furnished unless expressly contracted for in writing at time of booking and, when furnished, may entail increased Charges. In absence of a 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 nonitor and control humiditive levels, ableit a setting facility exists, in that humiditive influenced by many extend factors and Carrier does not humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and Carrier does not quarantee 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 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 15. Icenterial 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 obtained from Carriers it is general to puse request in basely interpreted because

obtainable from Carrier or its agents upon request is hereby incorporated herein. 16.LAW AND JURISDICTION

16.LaW AND JUHISDICTION
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-WAY ER 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.

authority to hind varier to such waiver or variation.

17:2Nothing herein shall operate to deprive Carrier of any statutory protection or defense, immunity, exemption, limitation of or exoneration 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:
Origin of goods:

STOCK PO-013122002 STANDALONE,

HS Code: 8504 40 9570

Spain **HS Code**: 8504 40 9090 ELECTRIC INVERTERS

8504 90 9690 INDI

INDUCTOR PARTS

Invoice issued by:

Power Electronics USA

Issuing CIF:

463219523

Comments

Invoice number:
Invoice date:

USA22/069 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	NB150SU000000000004	4 NB 150 STANDALONE UL 300A CCS1+CHA SPB	2.00 PC	44.700,00		89.400,00
	(31614047, 31614050)					
	Corresponding to deliver	ry 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:

Page 1

POWER ELECTRONICS

Power Electronics USA 1510 N HOBSON ST. GILBERT, ARIZONA, 85233 TEL. 602-354-4890

EIN 46-3219523

www.power-electronics.com

DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

Page: 1 ABI CERTIFIED CST# GEZ Released

ENTRY/IMMEDIATE DELIVERY

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

Form Approved OMB No. 1651-0024

		19 CFR 142.3, 142	.16, 142.22, 142.24			Exp. 08-31-2018
1. ARRIVAL DA	TE	2. ELECTED ENTRY DATE	3. ENTRY TYPE COD	E/NAME		4. ENTRY NUMBER
120622			01			CWL-5669875-7
5. PORT		6. SINGLE TRANS. BOND	7. BROKER/IMPORTI	ER FILE NUMBER		
5301						5669875
		8. CONSIGNEE NUMBER				9. IMPORTER NUMBER
		47-537012800				47-537012800
FRANCIS 15 E 5TH SUITE 82	CONSIGNEE NAME S ENERGY, LLC I STREET 21 OK 74103		FRANCIS E FRANCIS E 15 E 5TH S SUITE 821 TULSA, OF	ENERGY, LL STREET	С	
12. CARRIER N	IAME	13. VOYAGE/FLIGHT/TRIP	14. LOCATION OF GO	OODS-CODE(S)/NAM	ME(S)	
ZIMU		19W	S903 W	ORLD TRA	DE DIST	RIBUTION, INC.
15. VESSEL CO	DDE/NAME					
	CSL MANHATTAN					
16. U.S. PORT	OF UNLADING	17. MANIFEST NUMBER	18. G.O. NUMBER			19. TOTAL VALUE
5301						89,400
	ION OF MERCHANDISE					
ELECT	RICAL MACHINERY					
	22. IT/BL/AWB NO.	23. MANIFEST QUANTITY	24. H.S. NUMBER		25. COUNTRY	26. MANUFACTURER NO.
M	ZIMU VLC10135329		8504.40.9	9580	IT OF ORIGIN	ESPOWELE4VAL
Н	IFSN 1259428	2 PKGS				
	27. CERTIFICATION)N		28 (BP USE C	NI Y
information is requirements	e application for entry/immediate delivery. accurate, the bond is sufficient, valid, and of 19 CFR Part 142 have been met. OF APPLICANT e Worldwide Logistics	current, and that all	OTHER	AGENCY AC	CTION REC	QUIRED, NAMELY:
PHONE NO.	C VVOIIdWIGE LOGIS#03/ L	DATE	CBP EX	AMINATION	REQUIRE	D
281-869	Q-5179	10/28/22				
29.	BROKER OR OTHER GOVT		ENTRY REJECTED, BECAUSE:			i:
Req. Ex Transfe	r By:					
Entry Bo				SIGNATURE		DATE
CHL Bo	ond [] CFS Bond	l J	DELIVERY AUTHORIZED:			
			I certify pro	Customs. Da	or this carg	o has been received

Paperwork Reduction Act Statement: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0024. The estimated average time to complete this application is 15 minutes. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Office of Regulations and Rulings, 799 9th Street, NW., Washington DC 20229.

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

OMB APPROVAL NO. 1651-0022 EXPIRATION DATE 01/31/2021

DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

U.S. Customs a

ENTRY SUMMARY

					CIVIIVIAI				
1	-	Entry 1 AE	• •	3. Summary Date 4. 12/16/22 GEZ 0	•	5. Bond Type 6. F 8 53		7. Entry Da 12/05/22	
	ting Carrier			of Transport	10. Country of O			11. Import	
CSL M	ANHATTAN		10	·	IT	, ,			Date
1	or AWB Number /LC10135329, 1259428	3		facturer ID POWELE4VAL	14. Exporting Co	ountry		15. Export	
16. I.T. N		.T. Da		18. Missing Docs	19. Foreign Port 47094	of Lading	20. U.S. 5301	Port of Unla	
1	ation of Goods/G.O. Numb		Consignee		23. Importer Nur 47-537012800		24. Refe	rence Numb	er
	/oyage: 19W						<u> </u>		
FRANC Street: SUITE		st, First	, <i>M.I.)</i> and	Address	FRANCIS ENI Street: 15 E 5 SUITE 821		st, First, M.I.) and Addre	ess
Destina City: T	ation: OK ULSA	S	tate: OK	Zip: 74103	City: TULSA			OK Zip: 74	
27.	28. Desci	iption	of Merchar	ndise	32.	ie A. HTSU			4.
Line No.	29. A. HTSUS No. A	3 . Gros:	0. s Weight fest Qty.	31. Net Quantity in HTSUS Units	A. Entered Valu B. CHGS C. Relationship	B. ADA/C	VD Rate Rate	Dollars	d IR Tax Cents
	<i>B.7187612110.</i>	· wan	loor diy.	2 PKGS		D. VISC	4 140.		
001	STATIC CONVERTER 8504.40.9580		THER 106 KG	2.00 NO	\$89,40 C \$60	00			\$0.00
	499 - Merchandise Processing Fee 501 - Harbor Maintenance Fee			N 0.3464% 0.1250%			\$309.68 \$111.75		
	Totals for Invoice USA22-069			Invoice Value 89,400.00 USD	+/- MM	Exchan 1.000			ed Value .00 USD
Other Fe	ee Summary (for Block 39)	35	Total Ente	red Value					
499 - MF	- ·		TOTAL LITTE	red value	CBP USE			TOTA	LS
501 - HN		5 \$ 89	9,400 al Other Fe	200	A. LIQ CODE	B. Ascertaine	ed Duty	37. Duty	\$0.00
			21.43	:e5	REASON CODE	C. Ascertaine	ed Tax	38. Tax	
	claration of Importer of Fized Agent	Record	d (Owner	or Purchaser) or		D. Ascertaine	ed Other	39. Other	\$421.43
	that I am the Importer of er, or consignee for CBP purp			e actual owner, bove, OR owner		D. Ascertaine	ed Total	40. Total	\$421.43
or purcha	aser or agent thereof. I furthe	r decla	re that the n	nerchandise 🔀 was	bbtained pursuant to	a purchase or ag	eement to	ourchase and	that the
1.	et forth in the invoices are true			t obtained pursuant to a					
1	or price are true to the best of		-					-	
1	owledge and belief the true p					-	nd are true	and correct, a	nd that all
-	services provided to the selle				•				
	nediately furnish to the approplarant Name (Last, First, N		BP officer a	rry information showing	a different stateme	nt of facts.		Date	
1	Worldwide Logistics, LL	-	11110		Under Larse	~		10/28/2	2
42. Brok	ker/Filer Information Name	(Last, F	First, M.I.) a	nd Phone Number	43. Broker/Impo			. 5, 25, 2	-
1500 R	Worldwide Logistics LL0 ankin Road n, TX 77073 281-869-				5669875				
	7504 (5/22)								



Crane Worldwide Logistics LLC

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

Tel/Fax 6304779100 /

INVOICE

Francis Solar LLC Date : 10/31/2022 Page : 1 /

Tulsa, OK
Attn: Grant Harper

Credit Term : D10 Customer ID:FRAN192ORD

Due Date : 11/10/2022
Job No. : DSI2210ORD01333
BL / AWB No. : 2000000385

MBL/MAWB No.: 2000000385

Shipper : POWER ELECTRONICS ESPANA Consignee : Francis Energy

1924 E 6th St Tulsa, OK

Flight/Vessel : LONDON EXPRESS/04W39 ETD/ETA : 11/04/2022

Place of Receipt : VALENCIA Packages : 18 Package(s)

Port of Loading : VALENCIA C.Wgt/M3/KT : 0.000 CBM

Port of Discharge : HOUSTON Weight : 9252.000 LB

Destination : CHICAGO Container : 1 X 40;

Delivery : HOUSTON

Commodity :

Service Level : Customs Brokerage

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 HUN	NDRED FORTY FOUR DOL:	LARS AND FIFTY	USD	2,144.55
FIVE CENTSONLY				

Reference

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.BOFAUS3N

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:		DA	ITE:	
POWER ELECTRONICS ESPAÑA	AS.A.	10-	-20-2022	
RDA. DEL CAMP D'AVIACIO, 4. 46160 LLIRICA		RE	F NO:	
VALENCIA - ESPAÑA		236	609	
	1			
CARRIER	AIRLINE/VESSEL		FLIGHT/VOYAGE	ARRIVAL DATE
HAPAG-LLOYD A G	LONDON EXPRESS		04W39	10-27-2022
				Last Free Day (LFD)
PLACE OF RECEIPT	LOADING PORT/AIRPORT		DISCUADOS DODT/AIDDODT	PLACE OF DELIVERY
PLACE OF RECEIPT			DISCHARGE PORT/AIRPORT	PLACE OF BELIVERY
	VALENCIA		HOUSTON	
MBL/AWB	HBL/HAW	V B		IT NUMBER
HLCUBC1220953156				
CONSIGNEE			PREPAID/COLLECT	I .
Francis Energy, LLC			Collect	
1924 E 6th St, 74104 TULSA				
OKLAHOMA - UNITED STATES				
NO OF PACKAGES	DESCRIPTION			WEIGHT
HLXU5273416	18 PACKAGE ELECRICAL MACHINERY			9,252.00
40 DV Seal nº HLD1369114				
38aH TED 1309114				

LOCATION	NOTES
BARBOURS CUT TERMINAL S787	

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

IICV



Proforma invoice

Customer data

Customer code: 300579

Francis Energy, LLC 1924 E 6th St,

74104, Tulsa, Oklahoma, US

VAT/EIN number:

Comments

As per import purposes.

Customer P.O. nº: 71522002 Stock PO-01

Purchase order Francis, Stock PO-013122002, EV

Offer number: 20127085 Proforma: US22-067 10/19/2022 Date:

Billing address

Francis Energy, LLC 1924 E 6th St,

74104, Tulsa, Oklahoma, US

Notify:

Cindy Larsen, LCB Import Brokerage Manager

1500 Rankin Road | Houston, TX 77073

M: +1 281-755-9816 cindy.larsen@craneww.com

Consignee:

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

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

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

Page 1 of 1

DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

Page: 1 ABI CERTIFIED CST# GEZ Released

ENTRY/IMMEDIATE DELIVERY

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

Form Approved OMB No. 1651-0024

		19 CFR 142.3, 142	2.16, 142.22, 142.24			Exp. 08-31-2018
1. ARRIVAL DA	ATE .	2. ELECTED ENTRY DATE	3. ENTRY TYPE COD	E/NAME		4. ENTRY NUMBER
110122			01			CWL-5662849-9
5. PORT		6. SINGLE TRANS. BOND	7. BROKER/IMPORT	ER FILE NUMBER		
5301						5662849
0001		8. CONSIGNEE NUMBER				9. IMPORTER NUMBER
		47-537012800				47-537012800
	CONSIGNEE NAME	147 337012000	11. IMPORTER OF R			77 337012000
FRANCIS	S ENERGY, LLC		FRANCIS I	ENERGY, LL	С	
15 E 5 F SUITE 82	I STREET		15 E 5TH S SUITE 821	SIREEI		
	21 OK 74103		TULSA, OF	74103		
12. CARRIER N		13. VOYAGE/FLIGHT/TRIP	14. LOCATION OF G		ME(S)	
HLCU		04W39		RBOURS		ΙΛΙΝΙΔΙ
15. VESSEL CO	ODE/NAME	044409	STOT DE	INDOUNG	OOT TET	CIVIII VAL
	LONDON EXPRESS					
		AZ MANUEEOT NUMBER	40.00 NUMBER			Lag TOTAL VALUE
	OF UNLADING	17. MANIFEST NUMBER	18. G.O. NUMBER			19. TOTAL VALUE
5301						675,360
	ION OF MERCHANDISE					
_	RICAL MACHINERY		_			
21. IT/BL/AWB CODE	22. IT/BL/AWB NO.	23. MANIFEST QUANTITY	24. H.S. NUMBER		25. COUNTRY OF ORIGIN	26. MANUFACTURER NO.
M	HLCU BC1220953156		8504.40.9	9580	ES ORIGIN	ESPOWELE4VAL
Н	HLCU BC1MI53156AA	18 PKGS				
	27. CERTIFICATION	ON		28. C	BP USE C	DNLY
I hereby make	e application for entry/immediate delivery.	I certify that the above	OTHER AGENCY ACTION REQUIRED, NAMELY:			
	s accurate, the bond is sufficient, valid, and	d current, and that all	 			
•	of 19 CFR Part 142 have been met.	W)				
SIGNATURE	OF APPLICANT	and Harren				
X Cran	e Worldwide Logistics	124	CRPEY	AMINATION	RE∩I IIRE	D
PHONE NO.		DATE		AMINATION	ILQUILL	Ь
281-869	9-5179	10/14/22		REJECTED,	DECALICE	·.
29.	BROKER OR OTHER GOVI	T. AGENCY USE	I ENTRY	KEJECTED,	DECAUSE	·-
Containe]			
HLXU527	73416					
Req. Exa				SIGNATURE		DATE
Transfer	•		DELIVERY AUTHORIZED:	0.0.0.0.0		52
-	Bond [] Carrier Bond		AUTHORIZED.			
CHL B	Bond [] CFS Bond	[]	Flectronic I	Entry Release	Notificatio	nn
			I certify pro	per release for	or this carg	o has been received
			from Ú.S.	Customs. Dat	te: 10/28/2	2
			Cindyda	reen		
						<u></u>

Paperwork Reduction Act Statement: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0024. The estimated average time to complete this application is 15 minutes. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Office of Regulations and Rulings, 799 9th Street, NW., Washington DC 20229.

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

DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

			U.S. Customs and	Border Protect	tion			FIRATION DATE OF	75172021
ATTION D SECURE			ENTRY S	UMMARY					
1	-	Entry Type 1 ABI/A	3. Summary Date 4. 11/14/22 GEZ 03	-	5. Bond Type 8	6. Port 5301	Code	7. Entry Date 10/28/22	;
	ting Carrier ON EXPRESS	9. Mode 11	e of Transport	10. Country of C	Origin			11. Import Da	ate
l	or AWB Number BC1220953156, BC1MI53		nufacturer ID ESPOWELE4VAL	14. Exporting Co	ountry			15. Export Da 10/10/22	ate
16. I.T. N	Number 17. I	.T. Date	18. Missing Docs	19. Foreign Port 47094	of Lading). U.S. F 301	Port of Unladin	g
l	ation of Goods/G.O. Numb oyage: 04W39	er 22. Consign 47-537012		23. Importer Nui 47-537012800		24	. Refere	ence Number	
FRANC Street: SUITE		st, First, M.I.) an	d Address	26. Importer of F FRANCIS ENI Street: 15 E 5 SUITE 821	ERGY, LLC		irst, M.I.)	and Address	
City: T	ition: OK ULSA	State: O	K Zip: 74103	City: TULSA 32.		33.	State:	OK Zip: 7410	03
27. Line	28. Desci	iption of Merch	andise 31.	A. Entered Value		33. TSUS R A/CVD F		Duty and I	R Tax
No.	A. HTSUS No. A	. Gross Weight . Manifest Qty.	Net Quantity in HTSUS Units	C. Relationshi	p C.	IRC Rat Visa No	:e	Dollars	Cents
001	STATIC CONVERTER 8504.40.9580	RS, OTHER 9,252 KG	18 PKGS 14.00 NO	\$675,30 C \$2,00	00				\$0.00
			dise Processing Fee laintenance Fee	,	N 0.3464 0.1250				,339.45 \$844.20
	Totals for Invoice 1022262388		Invoice Value 675,360.00 USD	+/- MN		hange 00000		Entered 675,360.00	
Other Fo	ee Summary (for Block 39)	35. Total En	tored Value						
499 - MF	PF \$575.3	5	tereu value	A. LIQ CODE	B. Ascert	tained D	Outv	TOTALS	<u>5</u>
501 - HN	MF \$844.2	\$ 675,360 Total Other	Fees	-			٠		\$0.00
		\$ 1,419.55		REASON CODE	C. Ascert	tained T	ax	38. Tax	
	claration of Importer of Fized Agent	Record (Owne	er or Purchaser) or		D. Ascert	tained C	Other	39. Other \$1	,419.55
	that I am the Importer of er, or consignee for CBP purp		the actual owner, above, OR owner		D. Ascert	tained T	otal	40. Total \$1	,419.55
prices se to value of of my kno goods or I will imm 41. Decl	aser or agent thereof. I further the forth in the invoices are true to price are true to the best of cowledge and belief the true properties provided to the selled the true for the selled the s	, OR was a my knowledge a rices, values, quarer of the merchan riate CBP officer M.I.)	not obtained pursuant to a and belief. I also declare antities, rebates, drawbac adise either free or at redu- any information showing	a purchase or agree that the statements ks, fees, commission aced cost are fully d	ement to purcha in the docume ons, and royaltic isclosed. int of facts. ure	ase and t	the state n filed fu	ments in the inv	voices as ne best
42. Brok Crane V 1500 R	ver/Filer Information Name Worldwide Logistics LL0 ankin Road n, TX 77073 281-869-	(Last, First, M.I.) C	and Phone Number	43. Broker/Impo 5662849	rter File Num	ber		10/117/22	

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 Allsups Tinnie Store 102379 OEV-00249 Allsups Tatum Store 102063 OEV-00251 Allsups Vaughn Store 102376 OEV-00252 Fast Stop Convenience Store OEV-00254 Allsups Roswell Store 102160 OEV-00255 Allsups Artesia Store 102223 OEV-00256 Allsups Hobbs Store 2146 OEV-00257 Allsups Carlsbad Store 102190 OEV-00258 Allsups Tucamari 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 Allsups 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.



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 Date Page : 1 / : 11/08/2022

1924 E 6th St Invoice No. : ISIORD221100712 /

Tulsa, OK Credit Term : D30 Customer ID: FRAN1920RD Attn: Grant Harper

Due Date : 12/08/2022 : DSI2210ORD01333 Job No. BL / AWB No. : 2000000385

MBL/MAWB No.: 2000000385

Account No : C2184102 Job Date : 10/28/2022

Consignee : Francis Energy Shipper : POWER ELECTRONICS ESPANA

1924 E 6th St Tulsa, OK

: Quoted

Flight/Vessel : LONDON EXPRESS/04W39 ETD/ETA : 11/04/2022

Place of Receipt : VALENCIA Packages : 18 Package(s) Port of Loading : VALENCIA C.Wgt/M3/KT : 0.000 CBM Port of Discharge : ${\tt HOUSTON}$ Weight : 9252.000 LB

Destination : HOUSTON Container : 1 X 40; HLXU5273416

Delivery : HOUSTON

Commodity

Reference Service Level : Customs Brokerage

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 HU	USD	5,157.18		
EIGHTEEN CENTSONLY				

Remarks:

Prepared By: Erica Lopez

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

Wire: ABA No.026009593; Swift No.BOFAUS3N

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:		DA	ITE:	
POWER ELECTRONICS ESPAÑA	AS.A.	10-	-20-2022	
RDA. DEL CAMP D'AVIACIO, 4. 46160 LLIRICA		RE	F NO:	
VALENCIA - ESPAÑA		236	609	
	1			
CARRIER	AIRLINE/VESSEL		FLIGHT/VOYAGE	ARRIVAL DATE
HAPAG-LLOYD A G	LONDON EXPRESS		04W39	10-27-2022
				Last Free Day (LFD)
PLACE OF RECEIPT	LOADING PORT/AIRPORT		DISCUADOS DODT/AIDDODT	PLACE OF DELIVERY
PLACE OF RECEIPT			DISCHARGE PORT/AIRPORT	PLACE OF BELIVERY
	VALENCIA		HOUSTON	
MBL/AWB	HBL/HAW	VB		IT NUMBER
HLCUBC1220953156				
CONSIGNEE			PREPAID/COLLECT	I .
Francis Energy, LLC			Collect	
1924 E 6th St, 74104 TULSA				
OKLAHOMA - UNITED STATES				
NO OF PACKAGES	DESCRIPTION			WEIGHT
HLXU5273416	18 PACKAGE ELECRICAL MACHINERY			9,252.00
40 DV Seal nº HLD1369114				
38aH TED 1309114				

LOCATION	NOTES
BARBOURS CUT TERMINAL S787	

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

IICV



Proforma invoice

Customer data

Customer code: 300579

Francis Energy, LLC 1924 E 6th St,

74104, Tulsa, Oklahoma, US

VAT/EIN number:

Comments

As per import purposes.

Customer P.O. nº: 71522002 Stock PO-01

Purchase order Francis, Stock PO-013122002, EV

Offer number: 20127085 Proforma: US22-067 10/19/2022 Date:

Billing address

Francis Energy, LLC 1924 E 6th St,

74104, Tulsa, Oklahoma, US

Notify:

Cindy Larsen, LCB Import Brokerage Manager

1500 Rankin Road | Houston, TX 77073

M: +1 281-755-9816 cindy.larsen@craneww.com

Consignee:

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

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

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

Page 1 of 1

Power Electronics USA 1510 N HOBSON ST. GILBERT, ARIZONA, 85233 TEL. 602-354-4890

DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

Page: 1 ABI CERTIFIED CST# GEZ Released

ENTRY/IMMEDIATE DELIVERY

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

Form Approved OMB No. 1651-0024

		19 CFR 142.3, 142	2.16, 142.22, 142.24			Exp. 08-31-2018
1. ARRIVAL DA	ATE .	2. ELECTED ENTRY DATE	3. ENTRY TYPE COD	E/NAME		4. ENTRY NUMBER
110122			01			CWL-5662849-9
5. PORT		6. SINGLE TRANS. BOND	7. BROKER/IMPORT	ER FILE NUMBER		
5301						5662849
0001		8. CONSIGNEE NUMBER				9. IMPORTER NUMBER
		47-537012800				47-537012800
	CONSIGNEE NAME	147 337012000	11. IMPORTER OF R			77 337012000
FRANCIS	S ENERGY, LLC		FRANCIS I	ENERGY, LL	С	
15 E 5 F SUITE 82	I STREET		15 E 5TH S SUITE 821	SIREEI		
	21 OK 74103		TULSA, OF	74103		
12. CARRIER N		13. VOYAGE/FLIGHT/TRIP	14. LOCATION OF G		ME(S)	
HLCU		04W39		RBOURS		ΙΔΙΜΙΝΙΔΙ
15. VESSEL CO	ODE/NAME	044409	STOT DE	INDOUNG	COT ILI	CIVIII VAL
	LONDON EXPRESS					
		AZ MANUEEOT NUMBER	40.00 NUMBER			Lag TOTAL VALUE
	OF UNLADING	17. MANIFEST NUMBER	18. G.O. NUMBER			19. TOTAL VALUE
5301						675,360
	ION OF MERCHANDISE					
_	RICAL MACHINERY		_			
21. IT/BL/AWB CODE	22. IT/BL/AWB NO.	23. MANIFEST QUANTITY	24. H.S. NUMBER		25. COUNTRY OF ORIGIN	26. MANUFACTURER NO.
M	HLCU BC1220953156		8504.40.9	9580	ES ORIGIN	ESPOWELE4VAL
Н	HLCU BC1MI53156AA	18 PKGS				
	27. CERTIFICATION	ON		28. C	BP USE C	DNLY
I hereby make	e application for entry/immediate delivery.	I certify that the above	OTHER AGENCY ACTION REQUIRED, NAMELY:			
	s accurate, the bond is sufficient, valid, and	d current, and that all	 			
•	of 19 CFR Part 142 have been met.	W)				
SIGNATURE	OF APPLICANT	and Harren				
X Cran	e Worldwide Logistics	124	CRPEY	AMINATION	RE∩I IIRE	D
PHONE NO.		DATE		AMINATION	ILQUILL	Ь
281-869	9-5179	10/14/22		REJECTED,	DECALICE	·.
29.	BROKER OR OTHER GOVT	T. AGENCY USE	I ENTRY	KEJECTED,	DECAUSE	·-
Containe]			
HLXU527	73416					
Req. Exa				SIGNATURE		DATE
Transfer	•		DELIVERY AUTHORIZED:	0.0.0.0.0		52
-	Bond [] Carrier Bond		AUTHORIZED.			
CHL B	Bond [] CFS Bond	[]	Flectronic I	Entry Release	Notificatio	nn
			I certify pro	per release for	or this carg	o has been received
			from Ú.S.	Customs. Dat	te: 10/28/2	2
			Cindyda	reen		
						<u></u>

Paperwork Reduction Act Statement: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0024. The estimated average time to complete this application is 15 minutes. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Office of Regulations and Rulings, 799 9th Street, NW., Washington DC 20229.

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

DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

			U.S. Customs and	Border Protect	tion			FIRATION DATE OF	75172021
ATTION D SECURE			ENTRY S	UMMARY					
1	-	Entry Type 1 ABI/A	3. Summary Date 4. 11/14/22 GEZ 03	-	5. Bond Type 8	6. Port 5301	Code	7. Entry Date 10/28/22	;
	ting Carrier ON EXPRESS	9. Mode 11	e of Transport	10. Country of C	Origin			11. Import Da	ate
l	or AWB Number BC1220953156, BC1MI53		nufacturer ID ESPOWELE4VAL	14. Exporting Co	ountry			15. Export Da 10/10/22	ate
16. I.T. N	Number 17. I	.T. Date	18. Missing Docs	19. Foreign Port 47094	of Lading). U.S. F 301	Port of Unladin	g
l	ation of Goods/G.O. Numb oyage: 04W39	er 22. Consign 47-537012		23. Importer Nui 47-537012800		24	. Refere	ence Number	
FRANC Street: SUITE		st, First, M.I.) an	d Address	26. Importer of F FRANCIS ENI Street: 15 E 5 SUITE 821	ERGY, LLC		irst, M.I.)	and Address	
City: T	ition: OK ULSA	State: O	K Zip: 74103	City: TULSA 32.		33.	State:	OK Zip: 7410	03
27. Line	28. Desci	iption of Merch	andise 31.	A. Entered Value		33. TSUS R A/CVD F		Duty and I	R Tax
No.	A. HTSUS No. A	. Gross Weight . Manifest Qty.	Net Quantity in HTSUS Units	C. Relationshi	p C.	IRC Rat Visa No	:e	Dollars	Cents
001	STATIC CONVERTER 8504.40.9580	RS, OTHER 9,252 KG	18 PKGS 14.00 NO	\$675,30 C \$2,00	00				\$0.00
			dise Processing Fee laintenance Fee	,	N 0.3464 0.1250				,339.45 \$844.20
	Totals for Invoice 1022262388		Invoice Value 675,360.00 USD	+/- MN		hange 00000		Entered 675,360.00	
Other Fo	ee Summary (for Block 39)	35. Total En	tored Value						
499 - MF	PF \$575.3	5	tereu value	A. LIQ CODE	B. Ascert	tained D	Outv	TOTALS	<u>5</u>
501 - HN	MF \$844.2	\$ 675,360 Total Other	Fees	-			٠		\$0.00
		\$ 1,419.55		REASON CODE	C. Ascert	tained T	ax	38. Tax	
	claration of Importer of Fized Agent	Record (Owne	er or Purchaser) or		D. Ascert	tained C	Other	39. Other \$1	,419.55
	that I am the Importer of er, or consignee for CBP purp		the actual owner, n above, OR owner		D. Ascert	tained T	otal	40. Total \$1	,419.55
prices se to value of of my kno goods or I will imm 41. Decl	aser or agent thereof. I further the forth in the invoices are true or price are true to the best of powledge and belief the true properties provided to the selled the true for the selled the	, OR was a my knowledge a rices, values, quarer of the merchan riate CBP officer M.I.)	not obtained pursuant to a and belief. I also declare antities, rebates, drawbac adise either free or at redu- any information showing	a purchase or agree that the statements ks, fees, commission aced cost are fully d	ement to purcha in the docume ons, and royaltic isclosed. int of facts. ure	ase and t	the state n filed fu	ments in the inv	voices as ne best
42. Brok Crane V 1500 R	ver/Filer Information Name Worldwide Logistics LL0 ankin Road n, TX 77073 281-869-	(Last, First, M.I.) C	and Phone Number	43. Broker/Impo 5662849	rter File Num	ber		10/117/22	

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 Allsups Tinnie Store 102379 OEV-00249 Allsups Tatum Store 102063 OEV-00251 Allsups Vaughn Store 102376 OEV-00252 Fast Stop Convenience Store OEV-00254 Allsups Roswell Store 102160 OEV-00255 Allsups Artesia Store 102223 OEV-00256 Allsups Hobbs Store 2146 OEV-00257 Allsups Carlsbad Store 102190 OEV-00258 Allsups Tucamari 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 Allsups 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.



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 Date Page : 1 / : 12/30/2022

1924 E 6th St Invoice No. : ISIORD221201626 /

Tulsa, OK Credit Term : D10 Customer ID: FRAN1920RD Attn: Grant Harper

Due Date : 01/09/2023 : DSI2211ORD01395 Job No. BL / AWB No. : ZIMUVLC10135329

MBL/MAWB No. : ZIMUVLC10135329

Reference

Account No : C2184102 Job Date : 11/30/2022

Consignee : Francis Energy Shipper : POWER ELECTRONICS ESPANA

1924 E 6th St Tulsa, OK

Flight/Vessel : CSL MANHATTAN/19W ETD/ETA : 12/09/2022 Place of Receipt : VALENCIA Packages : 2 Package(s)

C.Wgt/M3/KT : 0.000 CBM Port of Loading : VALENCIA Port of Discharge : ${\tt HOUSTON}$ Weight : 1106.000 LB

Destination : HOUSTON Container : 1 X 40HC; GAOU6440965

Delivery : HOUSTON

Commodity

Service Level : Customs Brokerage

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 CENTSONLY	ONE DOLLARS AND FOR	TY THREE	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.BOFAUS3N

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.



General Manager of Operations

C: (870) 761-3895

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

• Fast Charging EV - Francis Energy EV Stations

From: Jennifer Clagg <jclagg@francisenergy.com>

Sent: 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**

OCEAN BILL OF

EXPRESS BL

ES

CONSIGNEE

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

NOTIFY

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

PRECARRIAGE BY

PLACE OF RECEIPT

VESSEL

HOUSTON

PORT OF LOADING VALENCIA

CSL MANHATTAN PORT OF DISCHARGE

PLACE OF DELIVERY

Marks and Numbers

STRIPPING, HANDLING AND DOCUMENTATION FEES AT PORT

B/L Nº: 13.605

OF DESTINATION FOR ACCOUNT OF EACH CONSIGNEE AS PER AGENTS

TARIFF.

Seal Number

Number and Kind of **Packages**

Description of goods

Gross weight 1.106,00kg

Measurement

GAOU6440965 40' HC S/045057

2 PACKAGES

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

6,479 cbm

LCL/LCL Total: 2 PACKAGES FREIGHT PREPAID

Total:1.106,00 Kg Total: 6,479 m³

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

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

SHIPPED on board in apparent good order and condition, weight, measure, marks, numbers, quality, contents, and value unknown, for carriage to the Port of Discharge or so near thereunto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforsaid 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 surrended duly endorsed in exchange for the goods or delivery order. In WITNESS whereof the Master of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

According to the declaration of the shipper

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

TERMS AND CONDITIONS FOR CARRIAGE

"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 a severally liable to Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this date or time to severally liable to Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this date or time to salvers and the salvers are salvers and the salvers and the salvers and the salvers and the salvers are salvers and the salvers and the salvers are salvers a

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 8.1 Neither Carrier nor any Subcontractors are obliged to inform Merchant or Notity Party of vessel's estimated or actual severally liable to Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this date or time of arrival, and if givens, such information shall be considered gratinos shall considered gratinos shall be considered gratinos shall considered gratinos shall gratinos shall gratinos shall considered gratinos shall grat

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 los 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 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.

3.4n 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

4.1 Except as otherwise noted herein, Carrier shall be responsible for loss of or damage to Goods under the following circumstances only

circumstances only:
(a)PORT-OP-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 hall 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

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, 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

(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 wich 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 killo 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 killo of gross weight of Goods lost or damaged.

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

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

(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 this bill of lading, or under statute, shall apply in any action or proceeding against Carrier whether founded in contract, tort, bailment or otherwise.

contract, tort, ballment or otherwise. (d)Carrier shall, notwithstanding which legislation is applicable hereunder, be entitled to the benefit of Sections 30501 through 30511, Title 46, U.S. Code as may be amended as if the same were expressly set out herein, including but not limited to the Limitation of Liability Act and Fire Statute. (e)Carrier shall have no liability whatsoever arising out of or in connection with the acts of any person (not employed or instructed by Carrier) who unlawfully, by the use of force or threats of any kind, damages, ceases, or exercises control over the Goods, over any Subcontractor or over any means of transportation or storage of the Goods. 5.SUBCONTRACTING

(a)Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing or other handling whatsoever as well as any and all duties whatsoever undertaken by it in relation to the Goods or Containers or in performance of this contract.

(b)No Subcontractor shall in any circumstances be under any liability whatsoever to Merchant for any loss, damage or delay

whether arising or resulting directly or indirectly from any act, neglect or default on the Subcontractor's part, and Merchant undertakes that no claim or allegation, whether in contract, bailment, tort, or otherwise, shall be made against any Subcontractor seeking to impose any liability whatsoever in connection with this contract. If any such claim or allegation, 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 exoneration 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.

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 (b)Transship or carry on another Vessel or conveyance or by any other means of transport than that named on the reverse side

(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.

(a)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 al 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

1.DEFINITIONS
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with the applicable tarriff 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 literational Convention for the Unification of Certain Rules relating to Bills of Lading of 1924 including the Visby Amendment and the 1979 Protocol.

"Hamburn Rules" 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 Literation for the Unification of Certain Rules relating to Bills of Lading of 1924 including the Visby Amendment and the 1979 Protocol.

"Hamburn Rules" means the U.S. Carriage of Goods on deck not in Container(s) is solely at Merchants risk; (iv) Carrier is not responsible of any expense, loss, damage or delay to the Goods resulting from Carriage of Goods on deck is subject to all lerms and conditions of this bill of lading. 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.

8.1 Neither Carrier nor any Subcontractors are obliged to inform Merchant or Notify Party of Vessel's estimated or actual

subcontractor (including their own subcontractors), or any other party employed by or on behalf or 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 larier, 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 within 3 (three) consecutive days thereafter, a presumption of discharge/delivery in good order shall arise. In any event, Carrier shall not be responsible for any claims for not.

8.3Alter discharge of the Goods, Carrier shall not be responsible for any claims for not.

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8.3Alter discharge of the Goods are improperly released or delivered by Customs or other authority to a third party without the consent of Carrier.

8.3Alter discharge of the Goods, Carrier shall not be responsible for any claims for not.

8.3Alter discharge of the Goods are improperly released or delivered by Customs or other authority and or other authority to any claims for the carriage.

8.3Alt

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

TO CARRIER S LERY

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.MERCHANT'S RESPONSIBILITY
11.Merchant warrants that in agreeing to the terms and conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the Goods and this bill of lading. Merchant further warrants that: (i) the particulars relating to the Goods as set out on the reverse hereof have been checked and that such particulars, and any other particulars furnished by or on behalf of Merchant are adequate and correct, and (ii) it has complied with all statutes, ordinances, regulations and requirements of whatsoever nature relative to the Goods, Containers or other packages, its/their documentation or in any other way relating thereto.

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 particulars 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's 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 Container at the commencement of Carriage.

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 insused 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 11.6When any Container is owned or leased by Carrier, Merchant shall be liable, at tariff rates, for any delay beyond time

(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 benalties, 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 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.

(e) The terms and conditions in Carrier's tariff(s) and herein (including the limitation of liability of US\$ 500 per package or per without the above-mentioned obligations or otherwise provided herein apply unless the nature and value of the Goods and herein fincluding the limitation of liability of US\$ 500 per package or per which results from the acts or omissions of Merchant, its agents or servants are responsible.

12.1NO Goods which are or may become dangerous, hazardous, flammable, explosive, noxious or damaging (including the limitation of booking the Goods and prepaying a negotiated 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 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.

1.2.2Merchant 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 IMRG Code ADE BID and CER.

Carriage including IMDG Code, ADA, RID, and CFR.

In Carniage including indua Good, ADA, Filb, 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 warrantie obligations provided herein whether or not Merchant was aware of the nature of such Goods.

13.REEFER CONTAINERS

Containers win temperature- or atmosphere-controlled apparatus win not be furnished unless expressly contracted for in writing at time of booking and, when furnished, may entail increased Charges. In absence of a 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 nonitor and control humiditive levels, ableit a setting facility exists, in that humiditive influenced by many extend factors and Carrier does not humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and Carrier does not quarantee 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 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 15. Icenterial 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 obtained from Carriers it is general to puse request in basely increased to the second contribution.

obtainable from Carrier or its agents upon request is hereby incorporated herein. 16.LAW AND JURISDICTION

16.LaW AND JUHISDICTION
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-WAY ER 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.

authority to hind varier to such waiver or variation.

17:2Nothing herein shall operate to deprive Carrier of any statutory protection or defense, immunity, exemption, limitation of or exoneration 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:
Origin of goods:

STOCK PO-013122002 STANDALONE,

HS Code: 8504 40 9570

Spain **HS Code**: 8504 40 9090 ELECTRIC INVERTERS

8504 90 9690 INDI

INDUCTOR PARTS

Invoice issued by:

Power Electronics USA

Issuing CIF:

463219523

Comments

Invoice number:
Invoice date:

USA22/069 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	NB150SU000000000004	4 NB 150 STANDALONE UL 300A CCS1+CHA SPB	2.00 PC	44.700,00		89.400,00
	(31614047, 31614050)					
	Corresponding to deliver	ry 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:

Page 1

POWER ELECTRONICS

Power Electronics USA 1510 N HOBSON ST. GILBERT, ARIZONA, 85233 TEL. 602-354-4890

EIN 46-3219523

www.power-electronics.com

DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

Page: 1 ABI CERTIFIED CST# GEZ Released

ENTRY/IMMEDIATE DELIVERY

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

Form Approved OMB No. 1651-0024

		19 CFR 142.3, 142	.16, 142.22, 142.24			Exp. 08-31-2018	
1. ARRIVAL DA	TE	2. ELECTED ENTRY DATE	3. ENTRY TYPE COD	E/NAME		4. ENTRY NUMBER	
120622			01			CWL-5669875-7	
5. PORT		6. SINGLE TRANS. BOND	7. BROKER/IMPORTI	ER FILE NUMBER			
5301						5669875	
		8. CONSIGNEE NUMBER				9. IMPORTER NUMBER	
		47-537012800				47-537012800	
FRANCIS 15 E 5TH SUITE 82	CONSIGNEE NAME S ENERGY, LLC I STREET 21 OK 74103		FRANCIS E FRANCIS E 15 E 5TH S SUITE 821 TULSA, OF	ENERGY, LL STREET	С		
12. CARRIER N	IAME	13. VOYAGE/FLIGHT/TRIP	14. LOCATION OF GO	OODS-CODE(S)/NAM	ME(S)		
ZIMU		19W	S903 W	ORLD TRA	DE DIST	RIBUTION, INC.	
15. VESSEL CO	DDE/NAME						
	CSL MANHATTAN						
16. U.S. PORT	OF UNLADING	17. MANIFEST NUMBER	18. G.O. NUMBER			19. TOTAL VALUE	
5301						89,400	
	ION OF MERCHANDISE						
ELECT	RICAL MACHINERY						
	22. IT/BL/AWB NO.	23. MANIFEST QUANTITY	24. H.S. NUMBER		25. COUNTRY	26. MANUFACTURER NO.	
M	ZIMU VLC10135329		8504.40.9	9580	of ORIGIN	ESPOWELE4VAL	
Н	IFSN 1259428	2 PKGS					
	27. CERTIFICATION)N		28 (BP USE C	NI Y	
information is requirements	e application for entry/immediate delivery. accurate, the bond is sufficient, valid, and of 19 CFR Part 142 have been met. OF APPLICANT e Worldwide Logistics	current, and that all	OTHER	AGENCY AC	CTION REC	QUIRED, NAMELY:	
PHONE NO.	C VVOIIdWIGE LOGIS#03/ L	DATE	CBP EX	AMINATION	REQUIRE	D	
281-869	Q-5179	10/28/22					
29.	BROKER OR OTHER GOVT		ENTRY	REJECTED,	BECAUSE	i:	
Req. Ex Transfe	r By:						
Entry Bo				SIGNATURE		DATE	
CHL Bo	ond [] CFS Bond	l J	DELIVERY AUTHORIZED:				
			I certify pro	Customs. Da	or this carg	o has been received	

Paperwork Reduction Act Statement: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0024. The estimated average time to complete this application is 15 minutes. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Office of Regulations and Rulings, 799 9th Street, NW., Washington DC 20229.

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

OMB APPROVAL NO. 1651-0022 EXPIRATION DATE 01/31/2021

DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

U.S. Customs a

ENTRY SUMMARY

					CIVIIVIAI				
1	-	Entry 1 AE	• •	3. Summary Date 4. 12/16/22 GEZ 0	•	5. Bond Type 6. F 8 53		7. Entry Da 12/05/22	
	ting Carrier			of Transport	10. Country of O			11. Import	
CSL M	ANHATTAN		10	·	IT			12/06/22	
1	or AWB Number /LC10135329, 1259428	3		facturer ID POWELE4VAL	14. Exporting Co	ountry		15. Export	
16. I.T. N		.T. Da		18. Missing Docs	19. Foreign Port 47094	of Lading	20. U.S. 5301	Port of Unla	
1	ation of Goods/G.O. Numb		Consignee		23. Importer Nur 47-537012800		24. Refe	rence Numb	er
	/oyage: 19W						<u> </u>		
FRANC Street: SUITE		st, First	, <i>M.I.)</i> and	Address	FRANCIS ENI Street: 15 E 5 SUITE 821		st, First, M.I.) and Addre	ess
Destina City: T	ation: OK ULSA	S	tate: OK	Zip: 74103	City: TULSA			OK Zip: 74	
27.	28. Desci	iption	of Merchar	ndise	32.	ie A. HTSU			4.
Line No.	29. A. HTSUS No. A	3 . Gros:	0. s Weight fest Qty.	31. Net Quantity in HTSUS Units	A. Entered Valu B. CHGS C. Relationship	B. ADA/C	VD Rate Rate	Dollars	d IR Tax Cents
	<i>B.7187612110.</i>	· wan	loor diy.	2 PKGS		D. VISC	4 140.		
001	STATIC CONVERTER 8504.40.9580		THER 106 KG	2.00 NO	\$89,40 C \$60	00			\$0.00
				se Processing Fee intenance Fee		N 0.3464% 0.1250%			\$309.68 \$111.75
	Totals for Invoice USA22-069			Invoice Value 89,400.00 USD	+/- MM	Exchan 1.000			ed Value .00 USD
Other Fe	ee Summary (for Block 39)	35	Total Ente	red Value					
499 - MF	- ·		TOTAL LITTE	red value	CBP USE			TOTA	LS
501 - HN		5 \$ 89	9,400 al Other Fe	200	A. LIQ CODE	B. Ascertaine	ed Duty	37. Duty	\$0.00
			21.43	:e5	REASON CODE	C. Ascertaine	ed Tax	38. Tax	
	claration of Importer of Fized Agent	Record	d (Owner	or Purchaser) or		D. Ascertaine	ed Other	39. Other	\$421.43
	that I am the Importer of er, or consignee for CBP purp			e actual owner, bove, OR owner		D. Ascertaine	ed Total	40. Total	\$421.43
or purcha	aser or agent thereof. I furthe	r decla	re that the n	nerchandise 🔀 was	bbtained pursuant to	a purchase or ag	eement to	ourchase and	that the
1.	et forth in the invoices are true			t obtained pursuant to a					
1	or price are true to the best of		-					-	
1	owledge and belief the true p					-	nd are true	and correct, a	nd that all
-	services provided to the selle				•				
	nediately furnish to the approplarant Name <i>(Last, First, N</i>		BP officer a	rry information showing	a different stateme	nt of facts.		Date	
1	Worldwide Logistics, LL	-	11110		Under Larse	~		10/28/2	2
42. Brok	ker/Filer Information Name	(Last, F	First, M.I.) a	nd Phone Number	43. Broker/Impo			. 5, 25, 2	-
1500 R	Worldwide Logistics LL0 ankin Road n, TX 77073 281-869-				5669875				
	7504 (5/22)								





Design Ready Controls Inc

9325 Winnetka Ave N

Brooklyn Park, MN 55445 USA

Phone: 763-565-3000 763-315-2800 Fax: Fed ID: 41-1649617 Currency: USD

Country of Origin: USA

Invoice No. 456911

Page 1 of 1

Extended Price

\$5,305.30

Account address:

Francis Energy

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

Ship Via:

FedEx Ground

Fob desc:

DRC

Shipping

Rev

C

address:

Francis Energy

1660 N Mingo RD, STE A

Unit Price

5,305.30000

Tulsa OK, 74116

REF1: B-FRANCIS ENERGY 600A

REF2: B-600A

Due Date **Terms** 1/14/2023 **N30**

Salesperson

Tracking Number 392226948162

Order Qty 1.00

Invoice Date

12/15/2022

Ship Qty 1.00

Part ID/Description

MB-PROTOTYPE FRANEN-000025

RMA Shipment 454015

Our Order 454705

Your Order 072822001

U/M

Please Remit Payment To:

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

Invoice Sub-total Freight Tax

\$5,305.30 \$0.00 \$424.42

Invoice Total

\$5,729.72

Purchase Order

BILL TO:

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



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

accounting@francisenergy.com



SHIP TO:

1

Francis Energy, LLC 1660 N Mingo Rd, Unit A Tulsa, OK 74116 Jordan Howard 918-236-1826

jhoward@francisenergy.com

Jake.Kranz@designreadycontrols.com

JOB		DELIVERY TERMS		PAYMENT TERMS	
STOCK - 600A Switchgear		DDP - Ships Witin 6-8	Weeks	NET 30 FROM DATE C	OF SHIPMENT
DESCRIPTION		Model Numb	er QT	/ AMOUNT	TOTAL
B-Francis 600A Panel		N	I/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)			3	l	
600A Main breaker	5665.43 each		-	L	
• 250A breakers			2	2	
• 100A breakers			-	L	
• 30A breaker for surge protector			-	l	
Surge protector			-	L	
Rotary handle			-	l	

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.

· Panel Assemblies, Labor, and All Commodities

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



Rev. 3.0

Date: 09/06/2017

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.
- 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@designreadyco ntrols.com



Rev. 3.0 Date: 09/06/2017

18765

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

TERMS AND CONDITIONS

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

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



Rev. 3.0

Date: 09/06/2017

18765

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.



Rev. 3.0 Date: 09/06/2017

18765

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

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

DOUBLETREE BY HILTON COLLECTION BY HILTON 4048 CERRILLOS ROAD SANTA FE, NM 87507 United States of America TELEPHONE 505-213-3040 • FAX 505-554-7851 Reservations www.hilton.com or 1 800 HILTONS MCMILLAN, JOHNATHON Room No: 212/NKS Arrival Date: 08/29/2024 08:14:00 PM Departure Date: 08/31/2024 09:11:00 AM Adult/Child: 1/0 4957 SOUTH BOSTON PLACE JENKS OK 74037 Cashier ID: AMY UNITED STATES OF AMERICA Room Rate: \$150.00 AL: HH # *****0274 DIAMOND VAT # Folio No/Che 192221 A Confirmation Number: 72457989 DOUBLETREE BY HILTON SANTA FE AIRPORT 08/29/2024 05:41:00PM

DATE REF NO DESCRIPTION CHARGES

08/29/2024 675555 GUEST ROOM \$150.00 08/29/2024 675555 STATE TAX \$17.00 08/29/2024 675555 OCCUPANCY TAX \$7.00 08/30/2024 675555 GUEST ROOM \$150.00 08/30/2024 675555 STATE TAX \$17.00 08/30/2024 675555 OCCUPANCY TAX \$7.00 08/31/2024 675555 GUEST ROOM \$150.00 08/31/2024 675555 STATE TAX \$17.00

08/31/2024 675555 OCCUPANCY TAX \$7.00

08/29-08/31 PARKING FEE- \$25.97 08/31/2024 675555 AX *1417 (\$547.97) **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 resorts in 113 countries, please visit

Honors.com

EMBASSY SUITES AMERILLO WESTERN LIVELY EXPRESSWAY 550 S BUCHANAN STREET HOUSTON, TX 79101 United States of America TELEPHONE 614-384-8600 • FAX 614-384-1154 Reservations www.hilton.com or 1 800 HILTONS MCMILLAN, JOHNATHON Room No: 111/NKS Arrival Date: 08/22/2024 06:13:00 PM Departure Date: 08/23/2024 04:23:00 AM Adult/Child: 1/0 4957 SOUTH BOSTON PLACE JENKS OK 74037 Cashier ID: TIM UNITED STATES OF AMERICA Room Rate: \$150.00 AL: HH # *****0274 DIAMOND VAT # Folio No/Che 862567 A Confirmation Number: 834756 EMBASSY SUITES HOUSTON WOODLANDS, COLLECTION BY HILTON 08/22/2024 06:13:00PM

DATE REF NO DESCRIPTION CHARGES

08/22/2024 834756 GUEST ROOM \$150.00 08/22/2024 834756 STATE TAX \$20.00 08/22/2024 834756 OCCUPANCY TAX \$15.85

08/22-08/23 PARKING FEE-\$20.00 08/23/2024 834756 AX *1417 (\$205.85) **BALANCE** \$0.00

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Excellence Engineering, LLC

8670 S. Peoria, Tulsa, OK 74132 918.298.5500

INVOICE

CLIENT:

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

Attention: accounting@francisenergy.com

Invoice Number: FE041623-854
Date: April 16, 2023

Project: Sierra Grande Travel Center

O: **000141**

Reference Quote No:

Routing Code: NXE99

Invoice Period: April 1, 2023 to April 15, 2023

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

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

1201 North Grand

IM 87

5-30

58

FLOYD'S RENTAL CENTER 1801 N GRAND AVE LAS VEGAS, NM 87701 505-425-5858

06/13/2024

VIS OF DE

AT

EQ.

QT

07:03:47

CREDIT CARD

VISĂ REFUND

Card # XXXXXXXXXXXXX7920
Chip Card: VISA CREDIT
AID: A000000031010

SEQ #: 2

Batch #:

Trans #:
Approval Code: 903103

TRANS ID: 304165522451368

Entry Method: Chip Read

Mode: Issuer

REFUND AMOUNT

\$627.24

THANK YOU

CUSTOMER COPY

MERCHANDISE PUNC.

FI (CO)	1801 N LAS VEGA	ENTAL CENTER GRAND AVE S, NM 87701 25-5858	N 30. eg 42 508
NTE	06/11/2024	07:09:24	
REE		IT CARD	-
	VISA	SALE	1
AILIN	Card #	XXXXXXXXXXXXXXXX7920	
TV	Chip Card:	VISA CREDIT A000000031010	-
11	AID: SEQ #:	2	K
CAT	Batch #:	2	
	Trans #:	2	
APLO!	Approval Code:	901163	118
CODE	TRANS ID: Entry Method:	Chip Read	
CODE	Mode:	Issuer	100
	SALE AMOUNT	\$1254.49	
			100
9616	THANK	YOU	
	CUSTOME	R COPY	
CODE			
7000			
-	M	ERCHANDISE PURCHASED	

FRE Construction

Invoice

Invoice forInvoice #OEV00269 FEC-ICServices PerformedDate10/11/2024

Project

OEV-00269 Sierra Grande Travel Ctr NM

Service	Description	Qty	Rate	Total price
Labor	Project Management	1	\$65,000.00	\$65,000.00
Labor	Mobilization	1	20,000.00	\$20,000.00
Travel	2 days of Travel to Site Visit to check Signage for 1 Employee	1	\$850.00	\$850.00
	2 days of Management fees to Site Visit to check			
Labor	Signage for 1 Employee	16	\$175.00	\$2,800.00 \$0.00
				\$0.00
				\$0.00
				\$0.00
Notes:			Subtotal	\$88,650.00

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

Adjustments

Total \$88,650.00

FRE O&M

Invoice

Invoice for Services Performed for Networking

Invoice # OEV00269 FRE-O&M

Date 10/11/2024

Project

OEV-00269 Sierra Grande Travel Ctr NM

Service	Description	Qty	Rate	Total price
Networking	DRIIVZ - 60 months (5 Years) Maintenance on NB-150	60	\$64.00	\$3,840.00
Networking	DRIIVZ - 60 months (5 Years) Maintenance on NB-150	60	\$64.00	\$3,840.00
Networking	DRIIVZ - 60 months (5 Years) Maintenance on NB-City 277V	60	\$42.00	\$2,520.00
Networking	EMNIFY - 60 months (5 Years) Maintenance on NB-150	60	\$10.00	\$600.00
Networking	EMNIFY - 60 months (5 Years) Maintenance on NB-150	60	\$10.00	\$600.00
Networking	EMNIFY - 60 month (5 Years) Maintenance on NB-City 277V	60	\$10.00	\$600.00
Call Center	A365 - 3rd party customer support for 3 years of operations	3	\$84.00	\$252.00
Call Center	Internal customer support - provided by FRE O&M	1	\$2,000.00	\$2,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Notes:			Subtotal	\$14 252 00

Notes: \$14,252.00 Adjustments

> Total \$14,252.00

HOME 2 SUITES WICHITA FALLS COLLECTION BY HILTON 2278 W SOUTH I-35 TURNPIKE WICHITA FALLS, TX 75080 United States of America TELEPHONE 309-672-3821 • FAX 309-672-4237 Reservations www.hilton.com or 1 800 HILTONS MCMILLAN, JOHNATHON Room No: 321/NKS Arrival Date: 08/28/2024 07:54:00 PM Departure Date: 08/29/2024 05:23:00 AM Adult/Child: 1/0 4957 SOUTH BOSTON PLACE JENKS OK 74037 Cashier ID: MATT UNITED STATES OF AMERICA Room Rate: \$100.00 HH # *****0274 DIAMOND VAT # Folio No/Che 862567 A Confirmation Number: 886254 HILTON HOME 2 SUITES TEXAS 08/28/2024 07:54:00PM

DATE REF NO DESCRIPTION CHARGES

08/28/2024 886254 GUEST ROOM \$100.00 08/28/2024 886254 STATE TAX \$20.00 08/28/2024 886254 OCCUPANCY TAX \$13,52

08/28-08/29 PARKING FEE-\$20.00 08/29/2024 886254 AX *1417 (\$153.52) **BALANCE** \$0.00

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WELCOME

Kum & Go

880

Cimarron Turnpike, E

Lone Chimney OK

74058 918-601-9602 Term: 802 Appr : 817179

Super 87S PUMP No. 19 GAL 23.166 PRICE/G \$3.019 TOTAL FUEL \$69.94 TOTAL SALE \$69.94

8/9/2024 2:38:19 PM Customer Service 1-800-789-4455 SALE American Express Card Num : (C) XXXXXXXXXXX1185 Chip Read

USD\$ 69.94

F1BDDEEA4E83CF2B

08/09/2024 14:27:37

I agree to pay the above Total Amount according to Card Issuer Agreement.

Kum & Go

880

Cimarron Turnpike, Exit 36 Lone Chimney, OK 74058

Dealer# 7/3/2024

5:21:31 PM

918-601-9602

Description Pump # 7 -	C'm I to	Price	Amount
You Sa	22.151g ved	2.999	66.43 \$0.00
	ub Total otal		66.43 \$66.43
Change	American	Express:	\$66.43 \$0.00

SALE American Express Card Num : (C) XXXXXXXXXXXXX1185 Chip Read

USD\$ 66.43

AMERICAN EXPRESS

AID:

A000000025010801

TVR: 0000008000

IAD: XXXXXXXXXXXXXXXX

TSI: E800

ARC: 00

ARQC:

C379815E63A6ED22

07/03/2024 17:21:20

I agree to pay the above Total Amount according to Card Issuer Agreement.

Welcome To Loves#022 703 South 1st Clayton NM 08/09/24 06:59

Pump Gallons Price 06 14.335 \$ 2.899

Product Amount Unleaded \$ 41.56

TOTAL SALE \$ 41.56

#######1185

Card: AMEX

Approval: 884625

Sale - Insert

Ticket: 36639

AID:

A000000025010801

APP:

AMERICAN EXPRESS

No CVM

TOTAL SALE \$ 41.56
DID YOU LOVE IT?
Tell us more at
Loves.com/survey

Welcome To Loves#022 703 South 1st Clayton NM 06/10/24 15:02

Pump Gallons Price 01 3.032 \$ 2.999

Product Amount Unleaded \$ 9.09

TOTAL SALE \$ 9.09

#########7920

Card: VISA Approval: 610110 Sale - Tap

Ticket: 95996

AID: A00000000031010 APP: VISA CREDIT No CVM

TOTAL SALE \$ 9.09 DID YOU LOVE IT? Tell us more at Loves.com/survey Welcome To Loves#047 2615 Oklahoma Woodward OK 06/12/24 16:12

Pump Gallons Price 02 21.551 \$ 3.099

Product Amount Unleaded E-10\$ 66.79

TOTAL SALE \$ 66.79

#######1185

Card: AMEX

Approval: 811889

Sale - Insert

Ticket: 92654

AID:

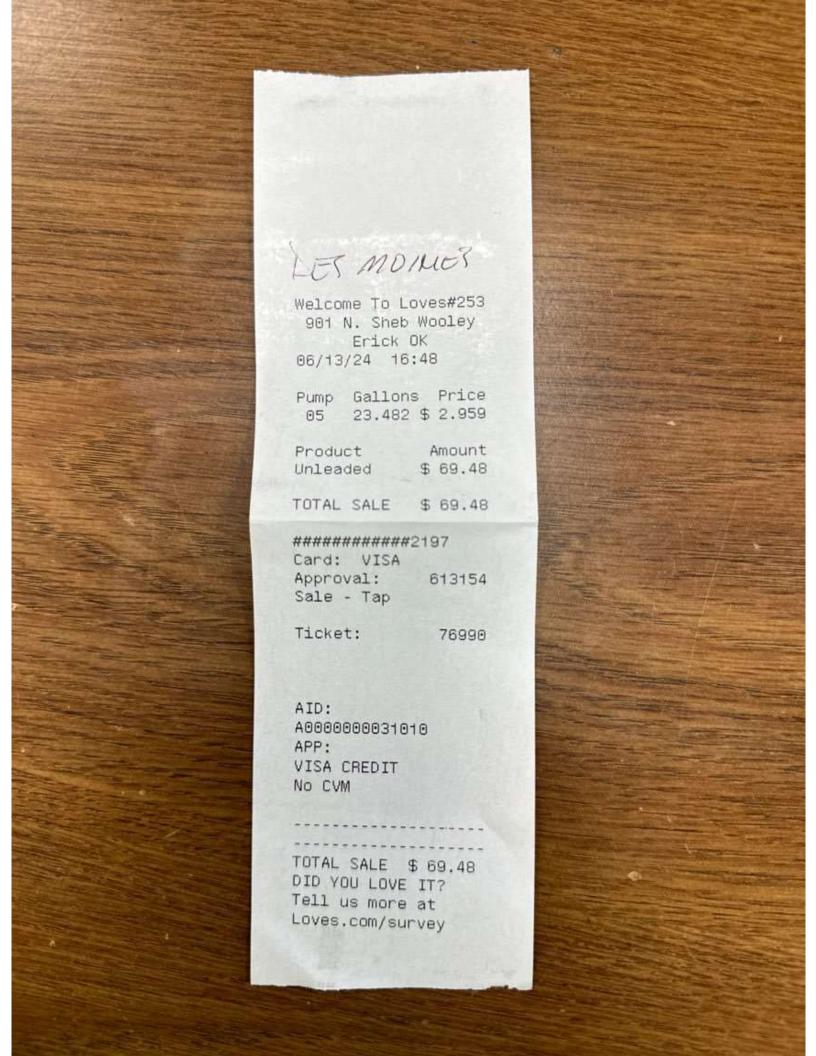
A000000025010801

APP:

AMERICAN EXPRESS

No CVM

TOTAL SALE \$ 66.79
DID YOU LOVE IT?
Tell us more at
Loves.com/survey



Welcome To Loves#253 901 N. Sheb Wooley Erick OK

06/13/24 16:53

Pump Gallons Price 08 28.405 \$ 3.449

Product Amount Auto Diesel \$ 97.97

TOTAL SALE \$ 97.97

##########7416

Card: VISA

Approval: 613134

Sale - Tap

Ticket: 76989

AID:

A0000000031010

APP:

VISA CREDIT

NO CVM

TOTAL SALE \$ 97.97 DID YOU LOVE IT? Tell us more at Loves.com/surv



STORE 733 2401 North Grand Avenue Las Vegas, NM 87701 (505) 425 9453

06/13/2024 08:42:47 TH	<t< th=""><th>#1140928</th><th></th><th></th></t<>	#1140928		
Type: SALE (ORIGI	NAL	_>		
Qty Name		Price	Tota	
1 Peak Blue Dsl 2.5Ga	1	28.99	28.	
Subtotal Sales Tax Total			28 2. 31	9 75
Received: VISA ***********7416 Auth No: 903124 INVOICE# 20927 AID: A0000000031010 APP: VISA CREDIT No CVM	Т	AP	31	35%

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DID YOU LOVE IT?
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about your Love's experience today:



1 1 1 1 THE COM/CHINNEY

Welcome To Loves#733 06/11/24 07:14

Pump Gallons Price 02 15.924 \$ 3.769

Product Amount Auto Diesel \$ 60.02

TOTAL SALE \$ 60.02

#########7920

Card: UISA

Approval: 801111

Sale - Tap

Ticket: 95648

AID:
A00000000031010
APP:
UISA CREDIT
No CUM

TOTAL SALE \$ 60.02 DID YOU LOVE IT? Tell us more at Loves.com/survey Welcome To Loves#733 06/13/24 08:39

Pump Gallons Price 03 21.344 \$ 3.889

Product Amount Auto Diesel \$83.01

TOTAL SALE \$ 83.01

#########7416

Card: UISA

Approval: 903163

Sale - Tap

Ticket: 97620

AID:
A00000000031010
APP:
UISA CREDIT
No CUM

TOTAL SALE \$ 83.01 DID YOU LOVE IT? Tell us more at Loves.com/survey Let M & M Inn know how your experience was

\$147.88

Standard Rates \$65.00

Standard Room Rates

Room 4

Standard Rates \$65.00

Standard Room Rates

Room 5

Purchase Subtotal \$130.00

Lodging Tax (6%) \$7.80

Occupancy Tax (7.75%) \$10.08

Total \$147.88



M & M Inn

647 Broadway Ave Des Moines, NM 88418 (575) 278-3031





Let M & M Inn know how your experience was

\$147.88

Standard Rates \$65.00

Standard Room Rates

Room 4

Standard Rates \$65.00

Standard Room Rates

Room 5

Purchase Subtotal \$130.00

Lodging Tax (6%) \$7.80

Occupancy Tax (7.75%) \$10.08

Total \$147.88



M & M Inn

647 Broadway Ave Des Moines, NM 88418 (575) 278-3031







M & M Inn





Let M & M Inn know how your experience was

\$68.25

Lodging Tax (6%) Occupancy Tax (7.75%)	\$60.00 \$3.60 \$4.65
Lodging Tax (6%)	
	\$60.00
Purchase Subtotal	
Discount: General Discount	-\$10.00
Reg Price	\$70.00
Room 1	
Flex Rates for High/Low	
Flex Rates \$70	\$60.00

PO: 000337 / Quote No: 483

OEV-00269 Sierra Grande Travel Ctr	ċ	5.586.83
EV SIGNAGE HIGHWAY COST	,	3,380.83

<u>Location</u>	Project Name	Mobilization	Materials	Tax	<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

From the PO BREAKDOWN	Trip 1	Trip 2	Trip 3	Trip 4	Trip 5	Trip 6	Trip 7	
Located at the bottom of Page	6	7	8	9	10	11	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



Invoice

DATE	INVOICE #
11/29/2023	9172

BILL TO:

SHIP TO:

Francis Energy Joshua Burton

O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.		PROJECT
000337	Net 30		11/29/2023	Installation			
UANTITY	ITEM CODE		DESCRI	PTION	PR	RICE EACH	AMOUNT
40	Aluminum		ng Station, APPRO	DACH, w/DOT logo, L/V	v,	231.00	9,240.00
		24"x32"					
				R (QTY 10), Arrow L, (Q	(TY 10)	0.00	0.00
10	Posts	10' x 2 1/4				115.00	4,600.00
10	Posts	Anchors (3	' 2 1/2 x 2 1/2 @ S	\$12.00 LF		36.00	1,440.00
30	Hardware	Hardware,				6.00	480.00
5.5	Graffiti Film	Graffiti Fill \$5.50/sq ft	m Protective sheet	ing overlay, 11 per sign,		240.00	1,320.00
290	Mobilization		allation-Mountaina	air to Des Moines, 4 Sierr	ra	12.00	3,480.00
187	Mobilization	Trip 2 Insta		air to San Jon, 2369A Sta	te Hwy	12.00	2,244.00
Testino I		469, San Jo		1 . C. T.			
22	The state of the s	Trip 2 Insta	allation-2300 A S	1st St., Tucumcari	in a lateral	0.00	0.00
123	Mobilization		allation- Mountain e., Ft. Sumner	air to Ft. Sumner/Vaugh	n, 343	12.00	1,476.00
	The state of the s	Trip 3 Insta	allation-118 E. 8th	St., Vaughn			
202	Mobilization		allation-Mountaina	air to Artesia/Roswell 25	17 W	12.00	2,424.00
			allation- 1601 N 1:	st St., Artesia	Section 1	Separation of the separate of	
277	Mobilization		allation- Mountain	air to Hobbs, 2810 Lovir	ngton	12.00	3,324.00
41	Mobilization	Trip 6 Insta	allation- Mountain	air to Alamogordo, 820 I	3	12.00	1,692.00
134	Mobilization	US-70, Ala Trip 7 Insta	allation- Mountain	ait to Elephant Butte, 10	6B	12.00	1,608.00
Alberta Control			on Rd, Elephant B	Butte	N 03518		
	Discount	Sales Tax A	Adjustment			-0.03	-0.03
		Sales Tax			*	7.6875%	2,562.09
Thank you for your	business!					EOTAL	\$35,890,06
Phone #	Fax#		E-mail			TOTAL	\$33,000.00
Phone: 505-847-28			eral@pmsignsinc.				



Invoice

Invoice information

Customer's code: 300579

Francis Energy, LLC 1924 E 6th St

74104, Tulsa, Oklahoma, US

VAT/EIN number:

Order reference: Francis, Stock PO-013122002, W. Ext

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

Billing address

Francis Energy, LLC 1924 E 6th St,

74104 Tulsa Oklahoma

Tel: - USA

Comments

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

Pos	Reference	Description	Quantity	Price USD	Net amount USD
1	V902	Warranty Extension 4 NB120 - 4th year	4.00 PC	1,500.00	6,000.00
	Billing plan percent: 100.0	00%			
	Our order: 424717.				
	Corresponding to your Pu	ırchase Order №: PO 000258 Warranty Extension			
2	V902	Warranty Extension 4 NB120 - 5th year	4.00 PC	1,500.00	6,000.00
	Billing plan percent: 100.0	00%			
	Our order: 424717.				
	Corresponding to your Pu	ırchase Order №: PO 000258 Warranty Extension			
3	V902	Warranty Extension 16 NB150 - 4th year	16.00 PC	2,350.00	37,600.00
	Billing plan percent: 100.0	00%			
	Our order: 424717.				
	Corresponding to your Pu	ırchase Order №: 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 Nº: 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

Page 2 of 2



Invoice

Invoice information

Customer's code: 300579

Francis Energy, LLC 1924 E 6th St

74104, Tulsa, Oklahoma, US

VAT/EIN number:

Order reference: Francis, Stock PO-013122002, EV
Origin of goods: Spain HS Code: 8504 40 9090

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

Billing address

Francis Energy, LLC 1924 E 6th St,

74104 Tulsa Oklahoma

Tel: - USA

Comments

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

Pos	Reference	Description	Quantity	Price USD	Net amount USD
10	NB120SU00000019	NB 120 STANDALONE UL SPB CCS1 + CHADEMO	4.00 PC	4,672.50	18,690.00
	Billing plan percent: 15.00	%			
	Our order: 334872.				
	Corresponding to your Pu	rchase Order Nº: 71522002 Stock PO-013122002			
20	NB150SU00000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB	16.00 PC	6,705.00	107,280.00
	Billing plan percent: 15.00	%			
	Our order: 334872.				
	Corresponding to your Pu	rchase Order Nº: 71522002 Stock PO-013122002			
30	V904	NB COMMISSIONING	20.00 PC	127.50	2,550.00
	Billing plan percent: 15.00	%			
	0				

Our order: 334872.



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

Pos Reference Description Quantity Price USD Net amount USD

Corresponding to your Purchase Order No: 71522002 Stock PO-013122002

Subtotal: 128.520,00

 Gross amount USD
 Tax base USD
 Tax USD
 Total Amount USD

 128,520.00
 125,970.00
 10,392.53
 138,912.53

 State tax USD
 6.25 %
 7,873.13

 County tax USD
 2.00 %
 2,519.40

Terms of sale Due by:

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

10/30/2022 138,912.53USD

Page 2 of 2

POWER ELECTRONICS

Power Electronics USA 1510 N HOBSON ST. GILBERT, ARIZONA, 85233 TEL. 602-354-4890

EIN 46-3219523

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

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

bdibuo@power-electronics.com		jhov	ward@francisenergy	com
JOB	DELIVERY TERMS	PAY	MENT TERMS	
STOCK - 150kW & 120kW	CIF Houston Port	15%	6 DEPOSIT	
	Ship By Sept. 2nd, 2022	85%	6 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	NB150SU3005011010			
Dimensions [ft]: 2.2 x 2.46 x 5.11	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	NB120SU2005011010			
Protection: C4; Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	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,			Sub Total	\$856,800.00
and no additional charges of any type shall be added without Buyer's			Tax	TBD
express written consent.**			Shipping	INCLUDED
			Total	\$856,800.00

Sarah Keith

Sarah Keith - Corporate Controller

Daniel J. Mandli

Dan Mandli - Chief Operations Officer

Seth Christ

Seth Christ - Serior VP of Operations

David Jankowsky Founder & President



OFFER 133692 REVISION 6
Client Francis Energy 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.

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

Bul DiRu

Yours sincerely,



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 no 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.



CON	TENTS	
1	PRESENTATION OF THE PRODUCT	4
	1.1 NB 120	4
	1.2 NB 240	5
2	LIST OF OFFERED ELEMENTS	6
	2.1 Power Electronics NB 120	6
	2.2 Power Electronics NB 150	7
3	COMMERCIAL OFFER	8
	3.1 SCOPE OF SUPPLY	8
	3.2 TERMS OF SALE	9
	3.3 COMMENTS AND EXCLUSIONS	9

Customer: Francis Energy

Project: Stand Alone – Stock P0013122002

Elaborated by: Salvador Beltrán

133692

Brandon DiBuo

Offer:

Checked by:



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.

Customer: Francis Energy

Project: Stand Alone – Stock P0013122002

Elaborated by: Salvador Beltrán 4 of 9

Offer: 133692 Checked by: Brandon DiBuo



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.

Customer: Francis Energy

Project: Stand Alone – Stock P0013122002

Elaborated by: Salvador Beltrán

Offer: 133692 Checked by: Brandon DiBuo



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	2
	simultaneously	
AC INPUT FOR DC	Power [kVA]	128
OUTPUT	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

Francis Energy **Customer:**

Project: Stand Alone - Stock P0013122002

Elaborated by: Salvador Beltrán Offer: 133692 Checked by: Brandon DiBuo

6 of 9

^[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	2
	simultaneously	
AC INPUT FOR DC	Power [kVA]	158
OUTPUT	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
[1] CHAdeMO up to 500 V	Regulation	UL 2202, NEC 625, FCC Part 15 Class A

Francis Energy **Customer:**

Project: Stand Alone - Stock P0013122002

Elaborated by: Salvador Beltrán

Offer: 133692 Checked by: Brandon DiBuo

7 of 9

^[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.



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 \$

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

Customer: Francis Energy

Project: Stand Alone - Stock P0013122002

Elaborated by: Salvador Beltrán 8 of 9

Offer: 133692 Checked by: Brandon DiBuo

^[*] Availability to be agreed [**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

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

133692

Brandon DiBuo



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 pogetiated	

^[*] 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.

Customer:Francis EnergyOffer:Project:Stand Alone – Stock P0013122002Checked by:

Elaborated by: Salvador Beltrán 9 of 9



Invoice

Invoice information

Customer's code: 300579

Francis Energy, LLC 1924 E 6th St

74104, Tulsa, Oklahoma, US

VAT/EIN number:

Order reference: Francis, Stock PO-013122002, EV
Origin of goods: Spain HS Code: 8504 40 9090

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

Billing address

Francis Energy, LLC 1924 E 6th St,

74104 Tulsa Oklahoma

Tel: - USA

Comments

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

Pos	Reference	Description	Quantity	Price USD	Net amount USD
1	NB120SU00000019	NB 120 STANDALONE UL SPB CCS1 + CHADEMO	4.00 PC	26,477.50	105,910.00
	Billing plan percent: 85.00) %			
	Our order: 334872.				
	Corresponding to your Pu	rchase Order Nº: 71522002 Stock PO-013122002			
2	NB150SU00000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB	16.00 PC	37,995.00	607,920.00
	Billing plan percent: 85.00) %			
	Our order: 334872.				
	Corresponding to your Pu	rchase Order Nº: 71522002 Stock PO-013122002			
3	V904	NB COMMISSIONING	20.00 PC	722.50	14,450.00
	Billing plan percent: 85.00	1 %			
	Our order: 334872.				



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

Pos Reference Description Quantity Price USD Net amount USD

Corresponding to your Purchase Order No: 71522002 Stock PO-013122002

Subtotal: 728.280,00

 Gross amount USD
 Tax base USD
 Tax USD
 Total Amount USD

 728,280.00
 713,830.00
 58,890.98
 787,170.98

State tax USD 6.25 % 44,614.38 County tax USD 2.00 % 14,276.60

Terms of sale Due by:

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

01/29/2023 787,170.98USD

Page 2 of 2

POWER ELECTRONICS

www.power-electronics.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

TO:

Power Electronics USA, Inc. 1510 N Hobson St Gilbert, AZ 85233 Brandon DiBuo 480-519-5977

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

bdibuo@power-electronics.com		ihov	vard@francisenergy	<u>.com</u>
JOB	DELIVERY TERMS	PAY	MENT 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	NB150SU3005011010			
Dimensions [ft]: 2.2 x 2.46 x 5.11	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	NB120SU2005011010			
Protection: C4; Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	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,			Sub Total	\$856,800.00
and no additional charges of any type shall be added without Buyer's			Tax	TBD
express written consent.**			Shipping	INCLUDED
			Total	\$856,800.00

Sarah Keith

Sarah Keith - Corporate Controller

Daniel J. Mandli

Dan Mandli - Chief Operations Officer

Inv 802210851 - 128520.00

Seth Christ

Seth Christ - Serior VP of Operations

David Jankowsky Founder & President



OFFER 133692 REVISION 6
Client Francis Energy 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.

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

Bul DiRu

Yours sincerely,



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 no 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.



CON	TENTS	
1	PRESENTATION OF THE PRODUCT	4
	1.1 NB 120	4
	1.2 NB 240	5
2	LIST OF OFFERED ELEMENTS	6
	2.1 Power Electronics NB 120	6
	2.2 Power Electronics NB 150	7
3	COMMERCIAL OFFER	8
	3.1 SCOPE OF SUPPLY	8
	3.2 TERMS OF SALE	9
	3.3 COMMENTS AND EXCLUSIONS	9

Customer: Francis Energy

Project: Stand Alone – Stock P0013122002

Elaborated by: Salvador Beltrán

133692

Brandon DiBuo

Offer:

Checked by:



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.

Customer: Francis Energy

Project: Stand Alone – Stock P0013122002

Elaborated by: Salvador Beltrán 4 of 9

Offer: 133692 Checked by: Brandon DiBuo



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.

Customer: Francis Energy

Project: Stand Alone – Stock P0013122002

Elaborated by: Salvador Beltrán

Offer: 133692 Checked by: Brandon DiBuo



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	2
	simultaneously	
AC INPUT FOR DC	Power [kVA]	128
OUTPUT	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

Francis Energy **Customer:**

Project: Stand Alone - Stock P0013122002

Elaborated by: Salvador Beltrán Offer: 133692 Checked by: Brandon DiBuo

6 of 9

^[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	2
	simultaneously	
AC INPUT FOR DC	Power [kVA]	158
DUTPUT	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

Francis Energy **Customer:**

Project: Stand Alone - Stock P0013122002

Elaborated by: Salvador Beltrán 7 of 9

Offer: 133692 Checked by: Brandon DiBuo

^[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.



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 \$

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

Customer: Francis Energy

Project: Stand Alone - Stock P0013122002

Elaborated by: Salvador Beltrán 8 of 9

Offer: 133692 Checked by: Brandon DiBuo

^[*] Availability to be agreed [**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

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

133692

Brandon DiBuo



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 possibled				

^[*] 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.

Customer:Francis EnergyOffer:Project:Stand Alone – Stock P0013122002Checked by:

Elaborated by: Salvador Beltrán 9 of 9

Invoice 10499208



Invoice Date	Due By		Amount
9/28/2023	10/13/2023		\$4,240.00
Customer Nu	mber		Terms
90330-P1			Net 15

Shipment

Shipper	Pickup Date: 9/25/2023 Consignee	Delivery Date: 9/27/2023
Francis Energy	JM Electric	
1660 N Mingo Rd	274 Animas Creek Rd	
Suite A	Caballo, NM 87931 US	
Tulsa, OK 74116 US	(575) 740-3035	
(918) 236-1826		

Qty	Туре	Weight	Dimensions		Description
11	Pallet	10000 lbs	" x " x "		Charging Stations, Sign, Post
Equipment Type				Service ⁻	Гуре
53' Dry Van				Full	
Special Instruction	ons				

References

BOL	60105927416
Customer Reference	SHIP-0032
PO	OEV-00267, OEV-00268, OEV-00269
PO	000302 Various

Charges

Description		Amount
Line Haul		\$4,240.00
	Total Amount Due	\$4,240.00

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

Account Summary

1-30	\$1,075.00
31-60	\$0.00
61-90	\$0.00
90+	\$0.00
Remit To:	Priority1 PO Box 840808 Dallas, TX 75284-0808 (888) 569-8035
	(888) 303-8033

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

			(2) III		NAME OF TAXABLE			Part 1
Hard	and the same	BIL	L OF LADING				100	BOL NO: 60105927416
P. Carrie	10000		Shipper	Halland and	The same of			ONDAR INC, 997111
Francis	Energy	THE RESERVE OF THE PARTY OF THE		Mary Alle			Pickup De	Ate: 09/25/2023
1660 N	Mingo Rd						S HELD	Origin Terminal
Suite A							Tulsa, Or.	
Jordan	K 74116							+1 (918) 236-1626
	P: +1 (918) 235-1826						The second second	Destination Terminal
							Caballo, A	
Add to the same	中的质	THE RESERVE	Consignee	TAX STREET	-	Market Land	Phone: P.	+1 (575) 740-3035
JM Elect	ric			1000	THE PERSON	The second second	POLOEVA	Reference: SHIP-0032 0267, OEV-00268, OEV-00269
	sas Creek Rd							
	NM 87931				41.3		Seal	0894653
P: +1 (57	5) 740-3035	and the same						
	STATE OF THE	3rd	Party Bill To	Charles and	HE THE	No. of Concession,		
Priority 1		The state of the s	10		-			
P.O. Box			A				1000	
	tie Rock, AR 1	72115	THE REAL PROPERTY.				Mary Sans	
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Units	Туро	Weight	Oinsensions .	图数 语	HM	Item Descript	ion	
113	Pallet	10,000 lbs	# 57 SECTION	No.		charging stations.	eign, post	Note the Complete State of the Complete Stat
11		10,000 lbs		995.00		Grand Totals	The state of the s	
specifically sta	e is dispendent on eted by the shipper	value, shippers are require to be not exceeding	of the state appealmently in a 1997	niting the agre	ed or declared	f enter of the propert	y in follows: The ag	rent or declared value of the property is
Remit CO			Marie Investor					
Collect _	Pre	paid 0	astomer check a-	ceptable	Name of Street	COO Amour	t S	THE RESERVE OF THE PERSON NAMED IN COLUMN
Note: Lisi	bility limitat	ion for loss or da	mage in this ship	xment ma	y be app	licable, See 45	USC 147080	0(1)(A) and (B
		ally determined rates		Trailer Lo	eded:	Freight C	contact:	The Cerrior shall not make delivery of this
		witing between the ox-		,				shipment without payment of and all other leaded charges.
		applicable, otherwise to the rates, classifications and rules that have						
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request and		e state and federal reg		The second second	river	THE RESERVE TO SERVE THE PARTY OF THE PARTY	Oriver	
Shipper	Signature	e state and federal reg > / Date Ne named materials as	dations.	by D	Con	signee Sign to certify that the	ature / Dat	Contains are properly classified, packaged.
Shipper This is to on marked and	f to all applicable Signature rilly that the ab-	e state and federal reg > / Date over named materials as e in proper condition for	dations. a properly classified, p	by D	Con This is	signee Sign to certify that the d and labeled, and	ature / Dat	© corios are properly desaffed, peckaged, uddoes for transportation according to the
Shipper This is to ce marked and applicable or	f to all applicable Signature rilly that the ab-	e state and federal reg / Date ove named materials as a in proper condition to a Dayle sment of Transc	dations. a properly classified, p	by D	Con This is marke applic	signee Sign to certify that the	ature / Dat	© corios are properly classified, peckaged, ucition for transportation according to the
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QUIKTRIP #00056 9621 E Pine Tulsa, OK

Date: 06/10/24 Time: 08:40AM Auth# 807880

American Express

Entry:Chip Read

APP: AMERICAN EXPRESS

Mode: Issuer

AID: A000000025010801

TVR:0000008000

TSI:E800

IAD:06640103A0A002

Pump Gallons Price 3 18.206 \$ 2.999 Product: UNLEADED

Total: \$54.60

See your points at www.QT-REWARDS.COM
Thank You for Shopping QuikTrip!
Please Come Back
Again!!



TRAMMEL, CHRISTOPHER 1703 N. BIRCH OWASSO, OK 74055

Quality Inn & Suites (NM250)

1120 South 1st Street Clayton, NM 88415 (505) 316-2277 NM250@stayatchoice.com Account: 943866696 Date: 8/9/24

Room: 205 BAR
Arrival Date: 8/8/24
Departure Date: 8/9/24

Check In Time: 8/8/24 10:35 PM

Check Out Time:

Rewards Program ID: GP-CXT425713

You were checked in by: Pissac

You were checked out by:

Total Balance Due: \$0.00

Post Date	Description	Comment			Amount
8/8/24	Credit Card Surcharge	AMERICAN			\$4.37
		EXPRESS			
8/8/24	American Express				(\$149.98)
		XXXXXXXXX	XXX1185		
8/8/24	Room Charge	#205 TRAM	MEL,		\$129.00
		CHRISTOPH	ER		
8/8/24	State Tax				\$10.16
8/8/24	City / County Tax				\$6.45
		Folio Summary	8/6/24 - 8/9/24		
	Room Charge				\$129.00
	City / County Tax				\$6.45
	State Tax				\$10.16
	American Express				(\$149.98)
					\$4.37
	Credit Card Surcharge				
				Balance Due:	\$0.00

This rate is eligible for partner rewards. If this rate is changed, you may no longer be entitled to Choice Privileges points.



Congratulations, you are earning Choice Privileges Points for this stay! Log on to www.choicehotels.com/choice-privileges to redeem for free nights and other great rewards.



MILLER, JASON 282 WESTLAND SAPULPA, OK 74056

Quality Inn (NM422)

533 Clayton Rd. Raton, NM 87740 (575) 445-4200 NM422@stayatchoice.com

SIDRA

Account: 933392647 Date: 6/13/24

Room: 229 RAP 22 \
Arrival Date: 6/12/24

Departure Date: 6/13/24
Check In Time: 6/12/24 6:33 PM

Check Out Time: Rewards Program ID:

You were checked in by: therna

You were checked out by:

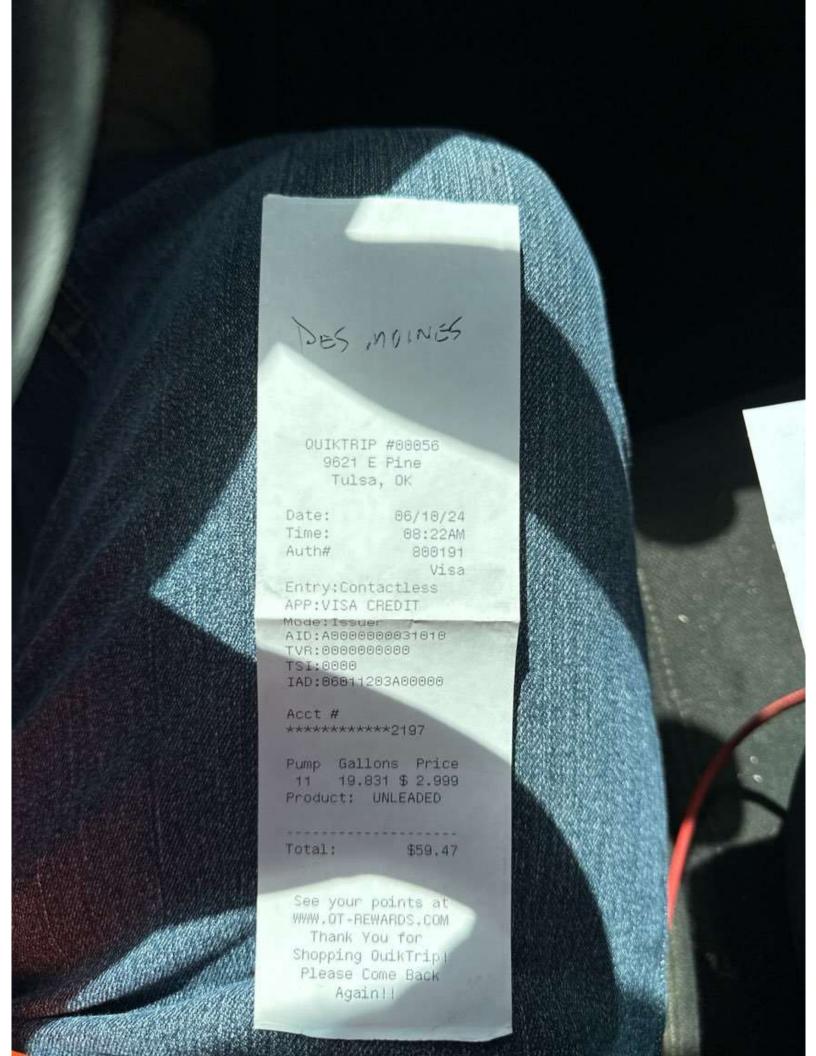
Total Balance Due: 0.00

		Comment		Amount
Post Date	Description	Comment	THE RESERVE OF THE PARTY OF THE	115.00
6/12/24	Room Charge	#229 MILLEI JASON		15.55
6/12/24	State Tax			1.50
6/12/24	Safe w/ltd Warranty			(132.05)
6/13/24	Visa Payment	XXXXXXXXX	XXXX2197	
	THE REAL PROPERTY.	Folio Summary	6/12/24 - 6/13/24	
	THE RESERVE TO SHARE THE PARTY OF THE PARTY			115.00
	Room Charge			15.55
	State Tax			1.50
	Safe w/ltd Warranty			(132.05)
	Visa Payment		Balance	Due: 0.00

With this rate you are able to earn valuable Choice Privileges points!



You could be earning free nights at Choice hotels and other great rewards. Join Choice Privileges today by stopping by the front desk, or logging on to www.choicehotels.com/choice-privileges.



QUIKTRIP #00056 9621 E Pine Tulsa, OK

Date: Time:

06/10/24 08:24AM 800112

Auth#

Visa

Entry:Contactless APP: VISA CREDIT

Mode: Issuer

AID:A0000000031010

TVR:00000000000

TSI:0000

IAD:06011203A00000

Acct # **********7920

Pump Gallons Price 15 24.819 \$ 3.099 Product: DIESEL-AUT

Total: \$76.91

See your points at WWW.QT-REWARDS.COM Thank You for Shopping QuikTrip! Please Come Back Again!!



MILLER, JASON 282 WESTLAND SAPULPA, OK 74066

Quality Inn (NM422)

533 Clayton Rd. Raton, NM 87740 (575) 445-4200 NM422@stayatchoice.com

SIBREN

Account: 933392008 Date: 6/13/24

Room: 210 BAR Arrival Date: 6/12/24 Departure Date: 6/13/24

Check In Time: 6/12/24 6:30 PM Check Out Time: 6/13/24 6:43 AM

Rewards Program ID:

You were checked in by: therna
You were checked out by: cgaric
Total Balance Due: 0.00

n at Date	Description	Comment			Amount
Post Date 6/12/24	Room Charge	#210 MILLE JASON	R,		120.00
6/12/24	State Tax				16.22
5/12/24	Safe w/ltd Warranty				1.50
713/24	Visa Payment				(137.72)
	The state of the s	XXXXXXXXX	XXX2197		
		Folio Summary	6/12/24 - 6/13/24		
	Room Charge				120.00
	State Tax				16.22
	Safe w/ltd Warranty				1.50
	Visa Payment				(137.72)
				Balance Due:	0.00

With this rate you are able to earn valuable Choice Privileges points!



You could be earning free nights at Choice hotels and other great rewards. Join Choice Privileges today by stopping by the front desk, or logging on to www.choicehotels.com/choice-privileges.

.5
35 35 31 2 57 2 34 ead uer
01

Signature: \$10.01 AMEX
I agree to pay above
amount according to card
issuer agreement.

Please come again Welcome to Shell

SHELL 100 SW 6TH MOORELAND, OK 73852 57440670701

08/26/2024 146361136 09:26:20 PM

PUMP# 3
REGULAR 15.096G
PRICE/GAL \$2.719

FUEL TOTAL \$ 41.05

Total = \$ 41.05

CREDIT \$ 41.05

AMERICAN EXPRESS
USD\$41.05
XXXX XXXXXXX X1185
Chip Read
APPROVED
AUTH # 833188
TNV # 108647

INV # 108647 Mode: Issuer

AID: A000000025010801

TVR: 0000008000

IAD: 06640103A0A002

TSI: F800

WELCOME TO Sierra Grande NM Sierra Grande Restau rant 6 Sierra Grande Rd Des Moines NM 88418

DATE 8/26/24 15:33
TRAN#9025084
PUMP# 02
SERVICE LEVEL: SELF
PRODUCT: Unleaded
GALLONS: 22.869
PRICE/G: \$3.459
FUEL SALE \$79.10
CREDIT \$79.10

THANK YOU HAVE A NICE DAY

Sierra Grande NM Sierra Grande Restau rant 6 Sierra Grande Rd Des Moines NM 88418

DATE 6/12/24 16:06
TRAN#9042143
PUMP# 04
SERVICE LEVEL: SELF
PRODUCT: DIESL
GALLONS:
PRICE/G: \$4.099
FUEL SALE
CREDIT \$21.32

HAVE A NICE DAY

Sierra Grande NM Sierra Grande Restau Fant Grande Rd Des Moines NM 88418

DATE 6/12/24 17:27
TRAN#9042144
PUMP# 04
SERVICE LEVEL: SELF
PRODUCT: DIESL
SALLONS: \$4.099
FUEL SALE
CREDIT \$75.00

Sierra Grande NM Sierra Grande Restau rant 6 Sierra Grande Rd Des Moines NM 88418

DATE 6/10/24 15:25
TRAN#9032549
PUMP# 03
SERVICE LEVEL: SELF
PRODUCT: Unleaded 23.914
GALLONS: \$3.449
FUEL SALE \$82.48
CREDIT \$82.48

THANK YOU HAVE A NICE DAY

WELCOME TO SIERRA GRANDE

Sierra Grande Restaurant 6 Sierra Grande Rd Des Moines NM 88418

Description	Qty	Amount
THE STREET STREET, STR	-	
Unleaded CR #01 SELF @ 3.359/		39.78

Subtotal 39.78

TOTAL 39.78

CREDIT \$ 39.78

USD\$39.78

**********1185 Entry: Chip Read

AppName: AMERICAN EXPRESS

AuthNet: AMEX MODE: Issuer

AID: A000000025010801

Auth #: 860754 Resp Code: 000 Stan: 0253158010 Invoice #: 129133

Shift #: 1

Store # ***********

ST#SG001 CSH: 0 DR#1 TRAN#9012830 7/3/24 9:12:32 AM WELCOME TO Sierra Grande NM Sierra Grande Restau rant 6 Sierra Grande Rd Des Moines NM 88418

DATE 6/10/24 16:33
TRAN#9032552
PUMP# 03
SERVICE LEVEL: SELF
PRODUCT: DIESL
GALLONS:
PRICE/G: \$4.099
FUEL SALE \$75.00
CREDIT \$75.00

HAVE A NICE DAY

INVOICE

SOUTHWESTERN ELECTRIC 21 N 2ND ST. P.O. Box 369 CLAYTON, NM 88415-0000 (575) 374-2451 DATE

CUSTOMER

INVOICE#

07/01/24

218

I0001633

OEV-0269

BILL TO

SHIP TO

FRANCIS ENERGY CHARGING STATION SIERRA GRANDE RESTAURANT DES MOINES, NM 88418

PO NBR

SHIP DATE

SHIP VIA

FOB

DUE DATE

07/27/24

QUANTITY DESCRIPTION

1.00 CUSTOMERS AID TO CONSTRUCTION AMOUNT TOTAL
TO BEGIN WORK ON NEW SERVICE FOR
CHARGING STATION LOCATED AT SIERRA
GRANDE RESTAURANT IN DES MOINES, NM

PLEASE INCLUDE THE INVOICE NUMBER ON
YOUR PAYMENT

AMOUNT
30,772.21
30,772.21

70 SERVICE FOR
CHARGING STATION LOCATED AT SIERRA
GRANDE RESTAURANT IN DES MOINES, NM

SALES TAX

\$.00

TOTAL INVOICE AMOUNT

\$30,772.21

Jennifer Clagg

From:

Eddie Klepacki

Sent:

Wednesday, May 22, 2024 12:08 PM

To:

Jennifer Clagg

Cc:

Jordan Howard; Monica Maynes

Subject:

RE-STAKING FEE//SIERRA GRANDE TRAVEL CENTER//FRANCIS ENERGY

Jennifer,

At your earliest convenance, can you contact SWEC and pay over the phone the \$150.00 restaking fee. They do not accept AmerX. Below is the site address and Office Managers contact info.

Thank you. Let me know if you need anything else.

SIERRA GRANDE TRAVEL CENTER

EV 911: 4 SIERRA RD, DES MOINES, NM 88418

Moníca Maynes Office Manager



Southwestern Electric Cooperative, Inc.

P.O. Box 369 216 Main St.

Clayton, NM 88415

575-374-2451~ Office

From: Jennifer Clagg < jclagg@francisenergy.com>

Sent: Wednesday, July 12, 2023 2:57 PM

To: Eddie Klepacki < EKlepacki@francisenergy.com>

Subject: RE: membership application//FRANCIS EV CHARGING

Yes I used my company VISA – talked to Janie Garcia

From: Eddie Klepacki < EKlepacki@francisenergy.com >

Sent: Wednesday, July 12, 2023 2:47 PM

To: Jennifer Clagg < iclagg@francisenergy.com>

Subject: RE: membership application//FRANCIS EV CHARGING

Wow.. was that paid with our credit card? I'm talking to someone different.

From: Jennifer Clagg < iclagg@francisenergy.com>

Sent: Wednesday, July 12, 2023 2:40 PM

To: Eddie Klepacki < EKlepacki@francisenergy.com>

Subject: RE: membership application//FRANCIS EV CHARGING

Already paid one today - see attached

What job is this for?

From: Eddie Klepacki < EKlepacki@francisenergy.com>

Sent: Wednesday, July 12, 2023 2:37 PM

To: Jennifer Clagg < iclagg@francisenergy.com>

Subject: RE: membership application//FRANCIS EV CHARGING

Jennifer,

They do not take AMEX. At your earliest convenience can you send a \$200.00 check along with the attached member application to the below address for the membership fee and connection fee?

Thank you

Southwestern Electric Cooperative, Inc.

P.O. Box 369 216 Main St. Clayton, NM 88415

Ciay ton, 1411 oc 110

From: Eddie Klepacki < EKlepacki@francisenergy.com>

Sent: Friday, July 7, 2023 3:47 PM

To: Jennifer Clagg < iclagg@francisenergy.com>

Subject: Re: membership application//FRANCIS EV CHARGING

Nice, I'll check

Get Outlook for iOS

From: Jennifer Clagg < iclagg@francisenergy.com >

Sent: Friday, July 7, 2023 3:45:41 PM

To: Eddie Klepacki < EKlepacki@francisenergy.com>

Subject: RE: membership application//FRANCIS EV CHARGING

You have a company card correct?

If they take AMEX you can just use that please

From: Eddie Klepacki < EKlepacki@francisenergy.com >

Sent: Friday, July 7, 2023 3:23 PM

To: Jennifer Clagg < iclagg@francisenergy.com>

Cc: mmaynes@swec-coop.org

Subject: FW: membership application//FRANCIS EV CHARGING

SIERRA GRANDE TRAVEL CENTER

EV 911: 4 SIERRA RD, DES MOINES, NM 88418

Jennifer,

Can you call in to Monica w/swec-coop next week sometime and pay the \$150.00 membership fee? Thank you

From: Eddie Klepacki

Sent: Friday, July 7, 2023 3:17 PM

To: Monica Maynes < mmaynes@swec-coop.org >

Subject: RE: membership application//FRANCIS EV CHARGING

Monica, attached is the member application. I will have someone call in next week to pay the fee. Thank you

From: Monica Maynes < mmaynes@swec-coop.org>

Sent: Thursday, July 6, 2023 10:08 AM

To: Eddie Klepacki <eklepacki@francisenergy.com>

Subject: membership application

Please find the attached membership application. As I stated on the phone you can email the forms back to me and call in with a credit card to pay the \$150.00 deposit and \$50.00 connect fee or mail the application in with the fees whichever works best for you. Please let us know if you have any questions or need anything further. Have a great day!

Monica Maynes Office Manager



Southwestern Electric Cooperative, Inc.

P.O. Box 369
216 Main St.
Clayton, NM 88415
575-374-2451~ Office
575-374-2030 ~ Fax



TractorSupply.com

29 NM HWY 518 LAS VEGAS, NM 87701 505-454-1560

Ticket: 409608 Date: 6/10/24 Store: 1714

Time: 6:41 PM Register: 1

Cashier: Elias

Item	Qty Price	Amount
PRO MARKING 3423516	Oty Price SPRAY ORANGE 1 14.99	14.99
PRO MARKING 3423516	SPRAY DRANGE 1 14.99	14.99
	Subtotal Tax Total	29.98 1.97 31.95

Visa - SALE 31.95

Authorization #: 910124

Terminal ID : 001791714000100 Cryptogram : B951495E81257208

AID : A0000000031010 APP : VISA CREDIT

CVM : NONE /

TVR : 00000000000 / TSI : 0000

Change 0.00
I agree to pay the above amount according to my card issuer agreement.

Neighbor's Club makes Life Out Here more rewarding Download the Tractor Supply mobile app,go to www.neighborsclub.com, or ask a team member to join or for more details on points earning, rewards and more.



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



Invoice

Date	Invoice #		
2/2/2023	5247		
Terms	Due Date		

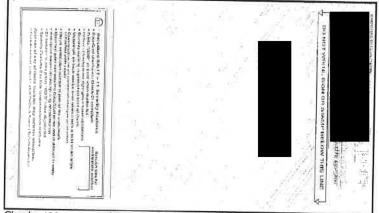
Bill To

Jordan Howard
Francis Energy
15 East 15th Street
Tulsa, OK 74103
accounting@francisenergy.com

Description	Amount
Job # 23-016 Project: Francis - Sierra Grande - Des Moines, NM Description: Completed Design Survey. PO #000047	7,850.00
Thank you for your business.	Payments/Credits \$0.00
	Balance Due \$7,850.00

Francis Energy, LLC FRANCIS 15 E Sh St, Ste 821 Tulas OK 74 183	Vest (byth)		11-289333 Check # 490	
		Check Dalio 12/02/2022	Check Amount ***57,381.73	
PAY Seven Thousand Three Hundred One Dollars and 73 Co.	nts Only	ē.		
Crane Worldwide Logistics, LLC PO Box 844174 Datas, TX75284				
Mema:		Aroltes William	-	

Check: 490 Amount: \$7,301.73 Date: 12/12/2022 Run: 1001, Batch: 1, Seq: 38, PC: 128, Source: C21-FromFed



Check: 490 Amount: \$7,301.73 Date: 12/12/2022 Run: 1001, Batch: 1, Seq: 38, PC: 128, Source: C21-FromFed

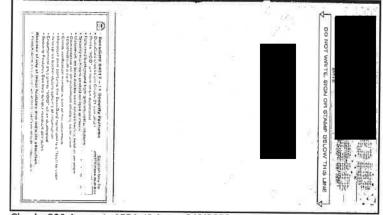


Check: 676 Amount: \$545,00 Date: 1/27/2023 Run: 1000, Batch: 1, Seq: 12, PC: 128, Source: C21-FromFed

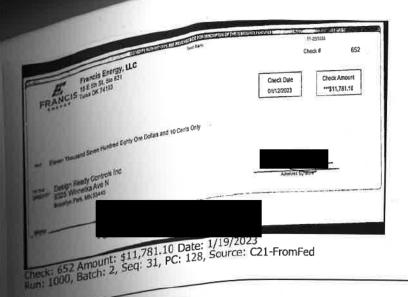
Check: 676 Amount: \$545.00 Date: 1/27/2023 Run: 1000, Batch: 1, Seq: 12, PC: 128, Source: C21-FromFed

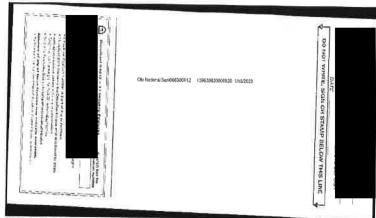
Francis Energy, LLC FRANCIS Tulsa 0K 74143	Vasi Dinei	11-(2533) Check # 800
	Check Dat 02/24/2023	
MAY: Five Hundred Eighty One Dollars and 43 Cents Only	* * * * * * * * * * * * * * * * * * * *	
etric Crane Worldwide Logistics, LLC PO Box 844174 Dates, TX 75284		
Alomo:	Action	16 Poss

Check: 800 Amount: \$581.43 Date: 3/6/2023 Run: 1001, Batch: 3, Seq: 43, PC: 128, Source: C21-FromFed

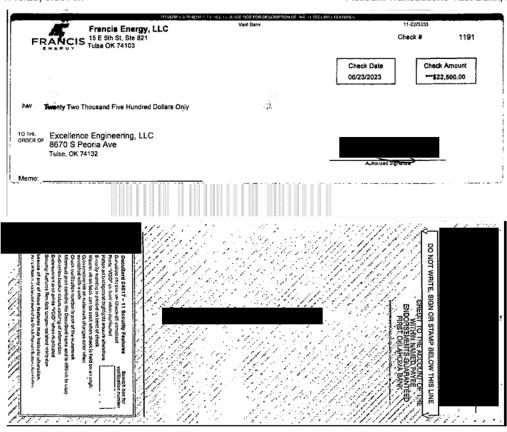


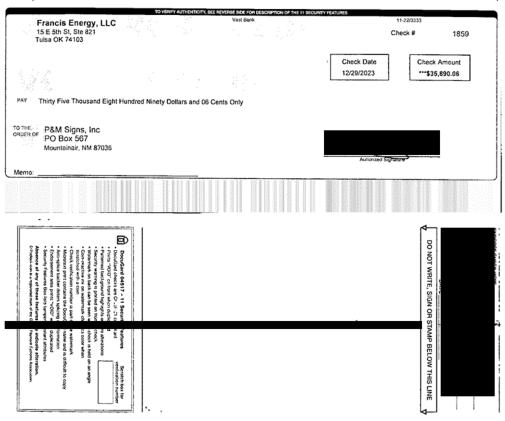
Check: 800 Amount: \$581.43 Date: 3/6/2023 Run: 1001, Batch: 3, Seq: 43, PC: 128, Source: C21-FromFed

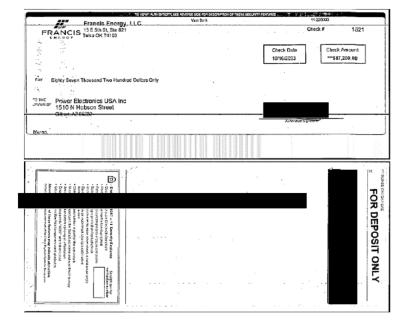




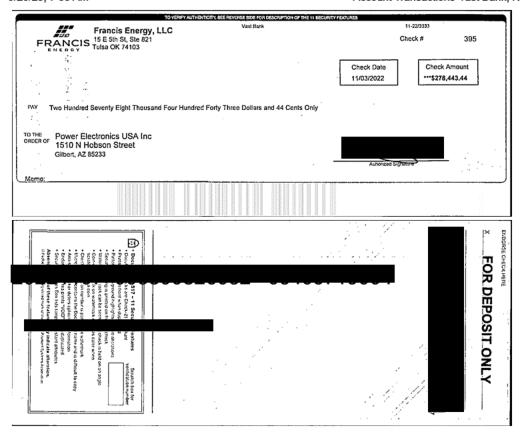
Check: 652 Amount: \$11,781.10 Date: 1/19/2023 Run: 1000, Batch: 2, Seq: 31, PC: 128, Source: C21-FromFed

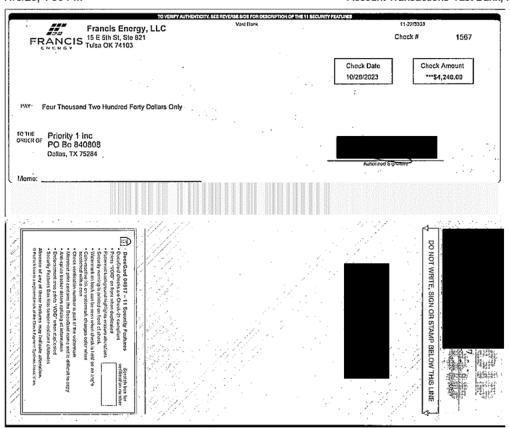


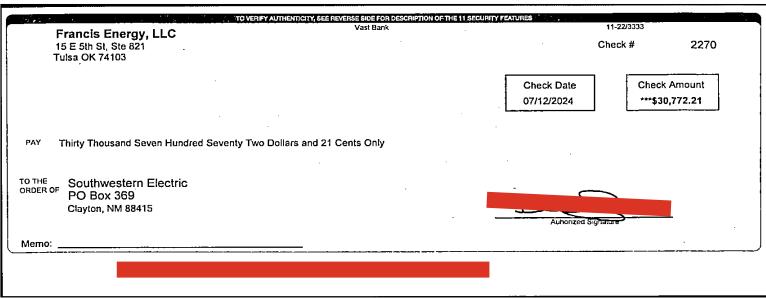




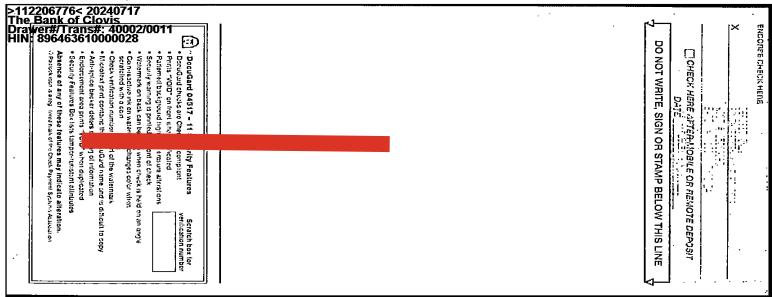
1 of 1 6/10/2024, 8:08 AM



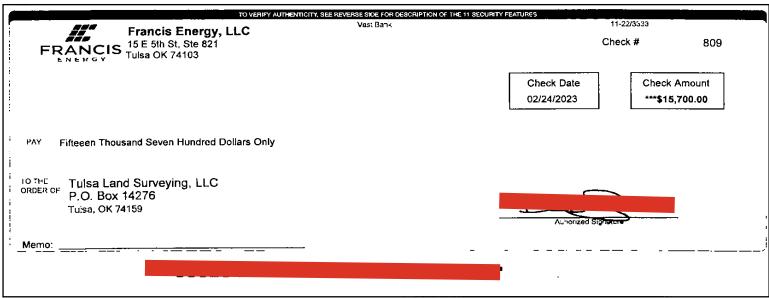




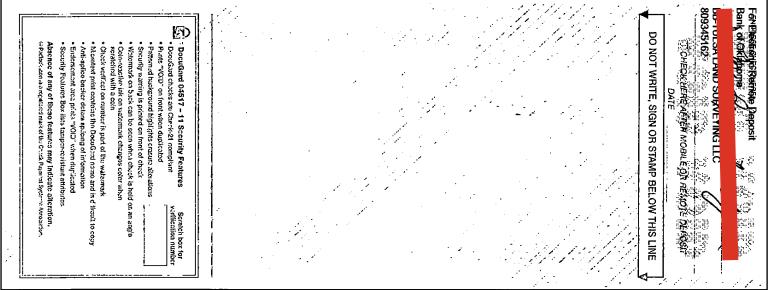
Check: 2270 Amount: \$30,772.21 Date: 7/18/2024 Run: 1000, Batch: 1, Seq: 373, PC: 128, Source: C21-FromFed



Check: 2270 Amount: \$30,772.21 Date: 7/18/2024 Run: 1000, Batch: 1, Seq: 373, PC: 128, Source: C21-FromFed



Check: 809 Amount: \$15,700.00 Date: 2/28/2023 Run: 1000, Batch: 1, Seq: 210, PC: 128, Source: C21-FromFed



Check: 809 Amount: \$15,700.00 Date: 2/28/2023 Run: 1000, Batch: 1, Seq: 210, PC: 128, Source: C21-FromFed

Francis Energy Sierra Grande Travel Center Des Moines









POWER ELECTRONIOS ESPAÑA S.L. Renda Camp D Aviscio 4, Pol. de Carrases 46160 LURIA Valencia, Espairi (Spairi)

Production Date /Fecha de fabricación/Date de production:

Input rated voltage/Tension Nominal de entrada /Tension d'entrée nominale

Output voltage range DC/Rango tensión de salida DC /Plage de tension de sortie DC

input frecuency/Frecuencis de entrada /Fréquence d'entrée 60 Hz

Input rated current/Corriente nominal de entrada /Courant nominal d'entrée 194 A

Output power rating DC charge/Potencia nominal de salida DC /Puissance nom. de sortie 150 KW

Degree of protection/Grado de protección /Degré de protection NEMA 3R

FOR USE WITH ELECTRIC VEHICLE-PARA USO VEHICULO ELÉCTRICO-À UTILISER AVEC UN VÉHICULE ELECTRIQUE VENTILATION NOT REQUIRED-NO SE REQUIERE VENTILACION-VENTILATION NON REQUISE

Serial Number / N° Serie/N° de série, 31614045 Model / Modelc/Modèle, NB150SU

MADE IN SPAIN

