



July 31, 2024

Re: Letter of Intent ("LOI") between Francis Energy Charging, LLC, a Delaware limited liability company ("Francis"), and the City of West Monroe, Louisiana ("Partner" and together with Francis, the "Parties").

This LOI confirms the interest of the Parties to enter into one or more definitive agreements related to the development of Electric Vehicle Charging Stations (the "Definitive Agreement"), as expeditiously as possible pursuant to, and incorporating the terms in, Exhibit A (the "Purpose").

1. Definitive Agreement(s). The Parties will endeavor in good faith to incorporate the terms and conditions expressed in the term sheet attached as Exhibit A (the "Term Sheet") into the Definitive Agreement. The terms outlined in the Term Sheet are not all-inclusive.
2. Term; Termination. This LOI (and attached Term Sheet) shall be effective as of the date of last signature of the Parties (the "Execution Date") and will terminate upon the earlier of (a) three years following the Execution Date, (b) execution by the Parties of the Definitive Agreement, or (c) such earlier or later date as may be agreed upon by the Parties.
3. Confidentiality. Francis and Partner shall enter into a Non-Disclosure Agreement as expeditiously as possible (the "Confidentiality Agreement"). The Parties acknowledge and agree that, to the extent permitted by law, the terms and conditions thereof shall apply to this LOI, the Term Sheet, and all negotiations and discussions of the Parties relating to the Purpose.
4. Governing Law; Dispute Resolution. This LOI and Term Sheet shall be governed by and construed in accordance with the laws of State of Louisiana, without regard to conflict of law provisions. The Parties each hereby unconditionally and irrevocably (a) consent to the jurisdiction of any state or federal court sitting in the State of Louisiana, (b) agree that venue shall be proper in any state or federal court in Monroe, Louisiana, and (c) waive their right to a trial by jury in any controversy, dispute or claim arising out of or relating to this LOI and Term Sheet.
5. Assignment. Neither Party may assign any of its rights under this LOI without the prior written consent of the other Party; provided that Francis may assign this Agreement to an affiliate without the Partner's consent.



6. Counterparts. This LOI may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this LOI by facsimile or portable document format ("pdf") shall be effective as delivery of an original executed counterpart of this LOI.

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If these basic terms and conditions are acceptable, please so indicate by returning an executed copy of this letter.

Sincerely yours,

COMPANY:

FRANCIS ENERGY CHARGING, LLC

By: _____

Name:

Title:

ACCEPTED AND AGREED:

PARTNER:

City of West Monroe, Louisiana

By: _____

Name: Staci Albritton Mitchell

Title: Mayor, City of West Monroe



Exhibit A to LOI: Term Sheet

All capitalized terms used in this Term Sheet, but not otherwise defined herein, shall have the meanings ascribed to them in the LOI.

1. Parties:	<ol style="list-style-type: none"> 1. Francis Energy Charging, LLC (“Francis”). 2. City of West Monroe, Louisiana (“Partner”) (each, a “Party”, and together, the “Parties”).
2. Relationship of the Parties:	<ol style="list-style-type: none"> 1. Francis develops, engineers, installs, finances, manages and operates public level 2 and direct-current fast charging (DCFC) EV station projects and seeks to collaborate with Partner to expand the availability of EV stations across the country with public funding from various sources, including the Charging and Fueling Infrastructure Discretionary Grant Program (“CFI”). 2. Partner is a municipality located in Ouachita Parish, Louisiana.
3. Definitive Agreement(s):	Project Development Agreement or Site Host Agreement (a “ PDA ” or “ SHA ”, with such SHA in substantially the same form as set forth in <u>Exhibit C</u>), whereby Francis will assist Partner in developing EV charging projects (each, a “ Project ”) eligible under CFI.
4. Target Projects:	Francis shall have the exclusive right to develop, engineer, procure, construct, install, commission, manage, operate, and maintain each Project set forth on <u>Exhibit B</u> to the LOI for the duration of the PDA.
5. Partner Scope of Work:	Partner shall provide all necessary assistance to the extent required by CFI and shall execute the PDA with Francis upon successful project award under CFI.
6. Francis Scope of Work:	<ol style="list-style-type: none"> 1. Francis shall assist Partner with identifying and designing Projects, which Partner shall utilize when submitting application(s) to CFI. 2. If Partner receives funding pursuant to a CFI award, Francis shall install, own, operate and maintain each Project on behalf of Partner for [a term to be established, but not to be less than 5 years].



7. Development Fees:		<p>Partner shall pay Francis, upon reimbursement under each CFI award, 80% of all documented and reasonable internal and third-party out of pocket costs and expenses incurred by Francis to develop, construct, operate, and maintain each Project; provided that Partner's payment for such incurred costs shall not exceed the total monetary amount of the respective CFI award.</p> <p>For the avoidance of doubt, Francis shall be responsible for 20% of all documented and reasonable internal and third-party out of pocket costs and expenses incurred by Francis to develop, construct, operate, and maintain each Project.</p>



Exhibit B to LOI: Projects

Site Name & Street Address	City	State	Zip Code	County
Ike Hamilton Expo Center, 501 Mane Street	West Monroe	LA	71292	Ouachita
Kiroli Park, 820 Kiroli Road	West Monroe	LA	71291	Ouachita
Restoration Park, 700 Downing Pines Drive	West Monroe	LA	71292	Ouachita
City Hall, 2305 North 7 th Street	West Monroe	LA	71291	Ouachita
White Columns Apartments, 300 Warren Drive	West Monroe	LA	71291	Ouachita



Exhibit C to LOI: Form of SHA

Reference is made to that certain Site Host Agreement (the “SHA”), dated December 18, 2023, by and between Francis Energy, LLC (“Francis”) and the City of West Monroe, Louisiana (“Site Host”). The SHA is hereby incorporated by reference.