



State of Oklahoma
Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH TRILLIUM TRANSPORTATION
FUELS, LLC
RESULTING FROM STATE WIDE CONTRACT No. 0036**

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to Trillium Transportation Fuels, LLC in connection with Solicitation 0900000328 ("Solicitation") and is effective ~~August~~ 5, 2019.
September

Recitals

Whereas, the State issued a Solicitation for proposals to provide products and/or services related to electric vehicle supply equipment (EVSE), as more particularly described in the Solicitation;

Whereas, Trillium Transportation Fuels, LLC ("Trillium") submitted a proposal to the Solicitation terms and various other Contract Documents; and

Whereas, the State and Trillium have negotiated the final terms under which Trillium will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Addendum Purpose.**


This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Trillium as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract.**

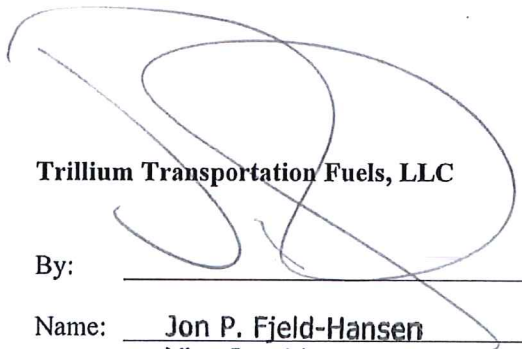
2.1. The parties have negotiated certain terms of the Contract as follows:

- i. revisions to Trillium's Design, Installation and Sale of Electric Vehicle Charging Equipment Agreement as contained in Attachment A to this Addendum titled, "Charging Equipment Agreement"; and
 - ii. certain additional terms to the Solicitation as contained in Attachment B to this Addendum titled, "Negotiated Additional Terms."
- 2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.
- 2.3. Trillium affirmatively acknowledges it takes no exception to the Solicitation and that it will not ask the State, any agency, or Customer to execute additional documents not listed above in connection with this Contract.

**State of Oklahoma by and through the Office
of Management and Enterprise Services**

By: 
Name: James L. Reese, II
Title: Chief Information Officer
Date: 9/5/2019

Trillium Transportation Fuels, LLC

By: 
Name: Jon P. Fjeld-Hansen
Title: Vice President
Date: 8/29/2019

**Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH TRILLIUM
TRANSPORTATION FUELS, LLC RESULTING FROM STATE WIDE CONTRACT No. 0036**

The **Design, Installation and Sale of Electric Vehicle Charging Equipment Agreement** is hereby amended as set forth below and supersedes all prior documents submitted by **Trillium Transportation Fuels, LLC** or discussed by the parties.

DESIGN, INSTALLATION AND SALE OF ELECTRIC VEHICLE FUELING EQUIPMENT

This DESIGN, INSTALLATION AND SALE OF ELECTRIC VEHICLE ("EV") CHARGING EQUIPMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 201_, ("Effective Date") by and between Trillium Transportation Fuels, LLC ("Trillium") and the State of Oklahoma Office of Management and Enterprise Services, ("State") on behalf of state entities and affiliates ("Customer").

WHEREAS Customer wishes to procure from Trillium certain services for construction of an Electric Vehicle Charging Station ("EV Station") and Trillium wishes to provide such EV Station equipment and services to Customer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Design, Installation and Sale of Equipment. Trillium hereby agrees to design, construct, assemble, sell, assign, and transfer to Customer at the state-owned sites yet to be determined (the "Site"), and Customer hereby agrees to purchase, acquire and accept from Trillium, on the terms herein set forth herein, the EV charging equipment (collectively the "Equipment") described in Trillium's response to OMES Solicitation #0900000328. Trillium acknowledges that it is an independent contractor and not an employee, agent or representative of the Customer, and in this regard shall supervise and direct the work using Trillium's best skill and attention. Trillium shall be solely responsible for all construction means, methods, techniques and procedures and for coordinating all portions of the work under this Agreement, except as otherwise specifically provided herein.

2. Substantial and Final Completion. "Substantial Completion" of the installation of the Equipment shall be deemed to occur when the Equipment has been constructed and fully installed at the Site and is capable of delivering electricity to vehicles for the purpose of providing fuel for electric vehicles. "Final Completion" and acceptance of the Equipment will be deemed to occur after Substantial Completion and after receipt by Trillium of a Certificate of Occupancy from any and all local authorities having jurisdiction. Final payment from Customer to Trillium is due upon Final Completion and acceptance and upon submission of an accurate and proper invoice, net 45 (forty-five) days. The parties agree that Substantial Completion may be delayed due to the following factors including but not limited to:

1. Delays caused by governmental entities that impede Trillium's timely securing of all necessary permits and licenses to construct the EV Station and install the Equipment;
2. Customer's timely approval of drawings, plans and other Trillium documents;
3. The Site being unsuitable for the EV Station construction and Equipment installation;
4. Impediments to Trillium's access to the Site;

5. Delays caused in the manufacturing and delivering of Equipment; or
6. Delays caused by local utility(ies) inability to provide requisite utility upgrades, extension and service to the EV Station.

3. Delivery. Trillium will install the Equipment on the Site according to the Site drawings and descriptions which shall be developed upon request from the Customer. The Site shall be suitable for such delivery and installation as determined in Trillium's sole opinion. Trillium shall have unimpeded access to the Site for the purposes herein without interference from, caused by or permitted by Customer or its employees, agents or representatives.

4. Price. For such services and installation of the Equipment on the Site, Customer will pay to Trillium the sum of all components deemed necessary by Trillium as outlined in the cost proposal (the "Price"). Trillium and the Customer must agree in writing on the price of the Site development prior to Customer's issuance of a purchase order to Trillium.

5. Change Orders. Trillium may submit change orders for Customer's approval due to changes encountered throughout the project. Such changes may be due to, but are not limited to, weather delays, comments and requirements set forth by authorities having jurisdiction, Customer requests, delays in Customer reviews, delays in Customer's responses to Trillium's project related questions, and governing code changes. If Trillium and the Customer cannot agree to the submitted change order, then the Parties shall follow the dispute process set forth herein regarding the disputed portion of services.

6. Schedule. The project schedule must be approved in writing by Customer and Trillium prior to Customer's issuance of a purchase order to Trillium.

7. Payment.

- a. Trillium shall submit an accurate and proper invoice each month based on the completed percentage of work to Customer representing an amount, in United State Dollars, owed by Customer as outlined in the cost proposal. Customer will pay such invoiced amount on or before the expiration of forty-five (45) days.
- b. Without limiting any of the other terms or provisions of this Agreement, if Customer terminates this Agreement, except for termination based on Trillium's default, at any time prior to Trillium's receipt of the full Price, then Customer shall immediately pay to Trillium the total amount of all materials and labor provided by Trillium through the date of termination; provided, however, that any such payment by Customer to Trillium shall not limit Trillium's right to seek from Customer any and all damages that Trillium may be entitled to whether in Law or in equity. In the event of a dispute between the parties arising from this Agreement, the parties shall work in good faith to resolve the dispute pursuant to the terms herein.
- c. Trillium will execute and deliver a Bill of Sale substantially in the form of that attached hereto, labeled as Exhibit A, conveying the Equipment to Customer no later than ten (10) business days following Trillium's receipt of the Price in full.

8. Customer's Covenants. In addition to payment of the Price and other terms and conditions contained herein, Customer agrees, and covenants as follows:

- a. Customer shall designate to Trillium in writing the name and pertinent contact information for the individual who shall act as the primary point of contact for Customer pertaining to the Equipment and services described herein ("Customer's Designated Representative").

- b. Customer hereby represents and warrants that Customer has no actual knowledge of any environmental contamination or violation of environmental Law affecting the Site. Trillium shall not have any liability for and shall have no obligation to remediate or otherwise address in any manner any condition affecting the Site as it relates to environmental contamination or a violation of environmental law present prior to the Effective Date of this Agreement, including without limitation any hazardous substances, contaminated soils or conditions affecting the Site in violation of any and all present or future federal, state and local Laws.
- c. The Customer represents and warrants that there is no defect in the condition of the Site.

9. Permits. Trillium will secure all necessary permits, licenses, variances, consents, certificates and other authorizations required to install the Equipment at the Site (collectively, the "Permits") at the Customer's expense .

10. Rights in Technical Data. Trillium hereby grants to Customer a non-exclusive, non-transferable, royalty-free license to utilize Trillium's Intellectual Property for operation of the Equipment at the Site. Customer agrees to use such Intellectual Property only in accordance with its intended use as described in this Agreement and for no other purpose.

11. Warranty. Notwithstanding the provisions of this Agreement, with respect to plumbing and electrical work performed, installed or assembled by Trillium, Trillium warrants that same will be free from defects in material and workmanship for a period of ninety (90) days after Final Completion. If any failure to conform to the above warranty is reported in writing to Trillium within said period and Customer has operated and maintained (or caused to be operated and maintained) the Equipment in accordance with good industry practice and the operating and maintenance instructions furnished by Trillium to Customer, Trillium will, at its option, correct such nonconformity by suitable repair of the Equipment or by furnishing a replacement part for the Equipment F.O.B., destination. The effects of corrosion and ordinary wear and tear are specifically excluded from the above warranty. Trillium will not be responsible for any repairs or replacements performed by Customer or others without Trillium's prior written approval. With respect to all components of the Equipment furnished by Trillium but manufactured by others, Trillium will pass all warranties of the manufacturers of such components to Customer to the full extent to which such warranties may be passed to Customer. TRILLIUM MAKES NO OTHER WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, IT BEING THE INTENTION OF TRILLIUM AND CUSTOMER TO NEGATE EXPRESSLY AND TO EXCLUDE ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

12. Taxes. Customer shall be responsible for the payment of all taxes imposed on it by the state and federal government that are not otherwise already excluded in 68 OS § 13556 or elsewhere in state or federal law.

13. Indemnification.

- a. Trillium. Trillium shall indemnify and hold harmless the State of Oklahoma and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES that a court finally awards or that are included in a settlement approved in writing by Trillium arising out of, or resulting from any acts or omissions of Trillium or its agents,

employees, subcontractors, in the execution or performance of this Agreement; provided that in no event will Trillium be obligated to indemnify Customer or the State for any acts or omissions of Customer, the State and/or their officers, agents, employees, representatives, contractors, assignees and/or designees. THE DEFENSE SHALL BE COORDINATED BY TRILLIUM WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN OKLAHOMA STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND TRILLIUM MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. TRILLIUM AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

b. Survival. The provisions of this Section 13 will survive termination of this Agreement.

14. Disputes. In the event of a dispute between the parties arising from this Agreement, the parties' respective authorized representatives having day to day responsibility for the matters governed by this Agreement shall attempt in good faith to resolve the dispute. In the event the dispute is not resolved within five (5) days following negotiations by such authorized representatives, the dispute shall be referred to the respective executive level officers of the parties, who shall attempt in good faith to resolve the dispute. In the event the dispute is not resolved within fifteen (15) days following referral of the dispute to such executive officers, the parties may proceed to pursue such other rights and remedies (including equitable remedies) as may be available.

15. Insurance. Customer shall, at a minimum, maintain the insurance coverage set forth in Exhibit D attached hereto.

16. Limitation of Liability.

(a) The total liability of Trillium with respect to this Agreement or the Equipment and services furnished hereunder, in connection with the performance or breach thereof, or from the installation, delivery, sale, repair, replacement of Equipment or provision services covered by or furnished under this Agreement, whether based on contract, negligence, or strict liability, will not exceed the amounts payable to Trillium under this Agreement.

(b) Trillium shall not, under any circumstances, unless otherwise provided for in this Agreement, be liable to Customer for any defect in or failure or malfunction of the Equipment resulting in loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement fuel or claims for service interruption caused by third-parties whether or not such loss or damage is based on contract or warranty, negligence, indemnity, strict liability or otherwise. Neither Trillium, the State nor Customer, under any circumstances, shall be liable to the other party for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement or any breach thereof.

(c) Notwithstanding anything to the contrary in this Agreement, the foregoing provisions of this Section shall not apply to or limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Trillium ; Trillium's indemnity obligations under this Agreement; Trillium's confidentiality obligations under this Contract; the bad faith, gross negligence or intentional misconduct of Trillium or its employees, agents and subcontractors; or other acts on the part of Trillium for which applicable law does not allow exemption from liability.

The provisions of this Section 16 shall survive termination of this Agreement.

17. Governing Law and Venue. CUSTOMER AND TRILLIUM AGREE THAT THIS AGREEMENT WILL BE INTERPRETED AND GOVERNED UNDER THE LAWS OF THE STATE OF OKLAHOMA. Each party hereby irrevocably submits itself to the original and exclusive jurisdiction of the state and federal courts sitting in the state of Oklahoma and the parties agree that venue for any litigation shall be Oklahoma County, Oklahoma City, Oklahoma.

18. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. The use of facsimile or PDF signatures for the execution of this Agreement shall be legal and binding and shall have the same force and effect as if originally signed.

19. Assignment. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Trillium's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State, which may be withheld in its sole discretion. Notwithstanding the foregoing, assignment of this Agreement or rights hereunder to successor by merger or consolidation is not considered an assignment for purposes of this provision. Business and daily functions of Trillium may be completed by a person or entity other than Trillium, provided however, those business and daily functions do not include a key business function that is Trillium's obligation under this Agreement. Ownership or Products purchased under the terms of this Agreement and rights granted under the terms of this Agreement may be assigned or transferred subject to notice and limitations and scope of use set forth in the Agreement, at no additional cost, to other entities within the State.

20. Third Party Beneficiaries. The parties expressly understand and agree that nothing contained in this Agreement is intended to confer upon any other person any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third-party beneficiary under or by reason of this Agreement.

21. Integration. THIS AGREEMENT (and incorporated exhibits) REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

22. Amendment, Waiver and Severability. This Agreement cannot be amended, supplemented or modified except by an instrument in writing signed by each party. No failure or delay of either party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein. If any provision of this Agreement is declared void or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect.

23. Force Majeure. The term "force majeure" as used herein means, and shall excuse either party temporarily from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control, including: laws, regulations or acts of duly constituted governmental authority, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, events similar to those of September 11, 2001, war, blockades, insurrections, stormy, freezing or inclement weather, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, explosions, breakage or accident to machinery or lines of pipe, exhaustion or depletion of supplies of electricity, freezing of wells, equipment or lines of pipe, electrical power outages,

fuel shortages, failure of any governmental entity, agency or official to timely furnish Trillium or Customer with any required permit or approval, provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

- (a) Excused Performance. If any party hereto is rendered unable, either wholly or partially, by force majeure from carrying out its obligations under this Agreement, it is agreed that the obligations of Trillium, the State, and the Customer insofar as they are affected by such force majeure, will be suspended during the continuance of the inability so caused, but for no longer period. If an event of force majeure occurs, the party experiencing same must promptly notify the other party in writing of the circumstances and the expected duration of the force majeure event.
- (b) Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Customer may terminate a purchase order if Trillium cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Customer.

24. Laws. Each of the parties hereunder shall perform its obligations in a good and workmanlike manner and in compliance with all applicable laws, regulations, codes, and ordinances, including, without limitation, those relating to human health, the environment, natural resources, and worker safety (collectively, the "Law" or "Laws"). Each party shall prepare, file and maintain all reports required by Law to be prepared or filed with any governmental authority concerning its performance under this Agreement and shall retain the same for a period of two (2) years from the date of preparation thereof or for such longer time period as may be legally required.

25. Notices. All notices, requests and communications hereunder will be in writing and, correctly addressed, and given by either personal delivery, registered, or certified mail, to the respective parties at their respective addresses reflected below. Notice will be deemed effective upon the occurrence of the aforementioned. Any party may, by proper written notice hereunder to the other party, change the address to which notice will thereafter be sent to such party.

<p>CUSTOMER CONTACT INFORMATION:</p> <p>STATE OF OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICE</p> <p>Principal Place of Business:</p> <p>5005 N. Lincoln Blvd OKC, OK Phone: (405) 521-2141 Fax: (405) 521-3902</p> <p>Address for Notices: Chief Information Officer 3115 N. Lincoln Blvd Oklahoma City, OK 73105</p> <p>With a copy, which does not constitute notice, to: Information Services Deputy General Counsel 3115 N. Lincoln Blvd. Oklahoma City, OK 73105</p> <p>For immediate notice which does not constitute written notice:</p> <p>OMES Help Desk 405-521-2444 helpdesk@omes.ok.gov Attn: Chief Information Security Officer</p>	<p>TRILLIUM CONTACT INFORMATION:</p> <p>TRILLIUM Transportation Fuels, LLC State of Organization: Delaware</p> <p>Principal Place of Business:</p> <p>2929 Allen Parkway, Suite 4100 Houston, Texas 77019 Phone: (713) 332-5726</p> <p>Address for Notices:</p> <p>Trillium Transportation Fuels, LLC 2929 Allen Parkway, Suite 4100 Houston, Texas 77019 Attn: General Counsel Phone: (405) 302-6793 E-mail: morris.collie@musketcorp.com</p>
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26. Intellectual Property. Except to the extent developed for the State of Oklahoma or Customer, proprietary documents, software or techniques of any kind ("Intellectual Property") that may be used in conjunction with Equipment or the services provided under this Agreement shall not become the property of Customer if it was developed by Trillium. Customer is not allowed to publish or otherwise share such Intellectual Property with third parties without prior written consent from Trillium, which shall not be unreasonably withheld. All intellectual property rights of Trillium in the Equipment, materials, services, programs, processes and all other matters related to the Equipment or services provided hereunder shall remain the sole property of Trillium. All ideas, discoveries, inventions, computer programs, developments, original works of authorship, systems documentation, trade secrets, and technical know-

how that are conceived, devised, invented, developed or reduced to practice or tangible medium by Trillium, its contractors or employees, whether individually or jointly with others, that relate, indirectly or directly, to the Equipment or services provided hereunder, shall be the sole property of Trillium, and, except as may be provided in this Agreement, Trillium shall have no obligation to assign or to cause any of its contractors or employees to assign any of Trillium's rights therein to Customer or any other party. Notwithstanding the aforementioned, in the event of a conflict between this Section 26 and Section A.45 Ownership Rights of the Solicitation, Section A.45 of the Solicitation shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first above set forth.

EXHIBIT A

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is entered into effective as of [_____], by and between Customer and Trillium, as defined in Design, Installation and Sale of EV Fueling Equipment entered into by and between Customer and Trillium.

RECITATIONS:

Trillium and Customer have entered into that certain Design, Installation and Sale of EV Fueling Equipment (the "Agreement"), pursuant to which Trillium has agreed to design, construct, assemble, install, sell, assign, transfer and deliver and Customer has agreed to receive delivery and pay Trillium for the equipment described in Exhibit B attached hereto (the "Equipment");

Capitalized terms not defined in this Bill of Sale shall have the meaning assigned to them in the Agreement.

NOW THEREFORE, for and in consideration of the foregoing promises and the promises and mutual covenants contained in the Agreement, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Bill of Sale.

- a. KNOW ALL MEN BY THESE PRESENTS, that Trillium, for and in consideration of the payment of the purchase price called for in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and pursuant to the Agreement, does hereby grant, bargain, sell, assign, convey, transfer and deliver to Customer, its successors and assigns, the Equipment.
TO HAVE AND TO HOLD, all and singular, the Equipment hereby sold, assigned, transferred and conveyed to Customer, its successors and assigns forever.
- b. Trillium warrants that it is the lawful owner of the Equipment and that all of the Equipment is being transferred and conveyed free and clear of any and all liens, security agreements, encumbrances, taxes, claims, demands and charges of every kind and character.
- c. Except for the foregoing and except as expressly provided in the Agreement, Trillium MAKES NO OTHER WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, IT BEING THE INTENTION OF CUSTOMER AND TRILLIUM TO NEGATE EXPRESSLY AND TO EXCLUDE ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
- d. Trillium further covenants and agrees that it will do or cause to be done all such further acts, and will execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, any and all such other deeds, assignments, transfers and conveyances, powers of attorney and assurances as Customer, its successors and assigns, may reasonably require for the better assuring, assigning, transferring and conveying unto Customer, its successors and assigns, all and singular, the Equipment and as may be appropriate to carry out the transactions contemplated by the Agreement.

2. Successors and Assigns.

- a. The provisions of this Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Customer and Trillium have caused this Bill of Sale to be executed effective as of the day and year first above written.

Trillium:

Name: _____

By: _____

Date: _____

Customer:

Name: _____

By: _____

Date: _____

Exhibit B

Equipment List To Be Determined By Individual Customer

Exhibit C

Assumptions

1. Permitting costs are not included.
2. Civil engineering is not included. Assumes installation are all on pavements. Does not include the engineering, design or installation of pavements, driveways, storm water.
3. Assumes natural soils have a bearing capacity of 2,000 psf and are not contaminated.
4. Assumes no underground obstructions including utilities and rock or environmental issues such as flood zone.
5. Assumes utilities are provided by others.
6. Assumes electrical distribution panels including breakers are provided by others.
7. Assumes no prevailing wages or union wages are utilized for construction.
8. Assumes appropriate site lighting is provided and installed by others or existing.
9. Step down transformer is not included.
10. Assumes pavement replacement of trench is by others or can be quoted after more information of the pavements are provided.
11. Web access is provided by others or existing for networking capabilities.

Dan Ross
Administrator
Capital Assets Management



John Budd
Acting Director

Date: 22 January 2019

RE: Verification of Liability Coverage Continues Until Notified

Verification of Liability Insurance:

This is to confirm that all State of Oklahoma agencies, colleges, and universities and their employees are provided with liability coverage through a self-insurance pool administered by the Office of Management and Enterprise Services' (OMES) Risk Management Department under authority of 74 O.S. § 85.58A. Coverage under this program corresponds with the Oklahoma Governmental Tort Claims Act (GTCA)—51 O.S. § 151, et seq.

The State of Oklahoma enjoys sovereign immunity and waives its immunity only to the extent specified in the GTCA or any other statute if such statute legally raises the limits of liability above those stated in the GTCA.

Coverage under the OMES Risk Management Program is perpetual until otherwise notified. If you have questions or concerns related to the State's liability coverage, contact the Risk Management Department.



Gene B. Lidy
Director, Risk Management Department
Office of Management and Enterprise Services

**ATTACHMENT B TO
ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH TRILLIUM TRANSPORTATION
FUELS, LLC
RESULTING FROM STATE WIDE CONTRACT No. 0036**

Negotiated Additional Terms

The Solicitation is hereby amended to include the terms as set forth below and supersedes all prior Exceptions and terms submitted by **Trillium Transportation Fuels, LLC** or discussed by the parties.

Solicitation, Section B Special Provisions, Subsection B.2.3. is hereby added:

Per Solicitation, Section B Special Provisions, Subsection B.2 the State approves Supplier's use of the following as a subcontractor(s) under this Contract: Broadband TelCom Power, Inc., Greenlots, and BHP Engineering & Construction. Without waiving the order of precedence herein, the state accepts the terms and conditions of these approved subcontractors to the extent the terms and conditions do not reduce any rights or enlarge any obligations of the State or authorized users as set forth in the Solicitation. In the event of a conflict between the Solicitation and terms and conditions of any subcontractor listed above or any properly approved subcontractors in the future, the Solicitation shall control. The order of precedent shall be the Solicitation, then Trillium's Design, Installation and Sale of Electric Vehicle Charging Equipment Agreement as negotiated, and then the terms and conditions of the subcontractor.