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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

vs.

RAPOWER-3, LLC, INTERNATIONAL AUTOMATED SYSTEMS, INC., LTB1, LLC, R. GREGORY SHEPARD, NELDON JOHNSON, and ROGER FREEBORN. UTED STATES' NOTICE OF

Civil No. 2:15-cv-00828-DN-EJF

UNITED STATES' NOTICE OF DEPOSITION OF DEFENDANT LTB1, LLC

> Judge David Nuffer Magistrate Judge Evelyn J. Furse

Defendants.

Pursuant to Fed. R. Civ. P. 30, please take notice that the United States will take the

deposition of Defendant LTB1, LLC, in this matter, at the at the United States Attorney's Office

at 111 South Main Street, Suite 1800, Salt Lake City, Utah, 844111-2176, on May 23, 2017, at



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9:00 a.m. The deposition will be recorded by stenographic means; will continue from day-to-day until completed, without further notice; and will be used for discovery, the preservation of testimony, and any other permissible purpose under the Federal Rules of Civil Procedure in the above-captioned matter.

Pursuant to Fed. R. Civ. P. 30(b)(6), Defendant LTB1, LLC, is required to designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf about the matters set forth below. Please note that Rule 30(b)(6) requires the designated witness(es) to "testify about information known or reasonably available to the organization."

Definitions

1. "Shepard" refers to Defendant R. Gregory Shepard, and to any of his employees or agents, unless otherwise stated.

2. "Johnson" refers to Defendant Neldon Johnson, and to any of his employees or agents, unless otherwise stated.

3. "Freeborn" refers to Defendant Roger Freeborn, and to any of his employees or agents, unless otherwise stated.

4. "RaPower-3" refers to Defendant RaPower-3, LLC, and to any of its employees or agents, unless otherwise stated.

5. "IAS" refers to Defendant International Automated Systems, Inc., and to any of its employees or agents, unless otherwise stated.

6. "LTB1" refers to Defendant LTB1, LLC, and to any of its employees or agents, unless otherwise stated.

7. The term "IRS" refers to the Internal Revenue Service.

8. The term "Lens" means any equipment that any Defendant refers to as a "solar thermal lens," "solar lens," "Fresnel lens," and/or "lens" in public statements like the statements made in: (1) the March 2, 2015 version of the "Frequently Asked Questions" site on www.rapower3.com, a copy of which is labeled with Bates numbers US001716 through US001721 and previously identified as Pl. Ex. 1; and (2) the March 3, 2015 version of the "Solar Panels" site on www.iaus.com, a copy of which is labeled with Bates numbers US002856 through US002857 and previously identified as Pl. Ex. 2.

9. The term "System" refers to any technical, scientific, or engineering system that uses or purports to use a Lens in any way, including the purported "solar power technology" described in Pl. Ex. 2; the March 3, 2015 version of the "SOLAR" site on www.iaus.com, a copy of which is labeled with Bates numbers US002858 through US002859 and previously identified as Pl. Ex. 3; and the "combined technologies" referred to in Pl. Ex. 1.

10. The term "Component" refers to any piece of equipment in a System that is not a Lens.

11. The term "Customer" refers to any person or entity who has paid money for a Lens.

12. The term "Sponsor" means the "sponsor" that RaPower-3 refers to in Pl. Ex. 1.

13. The term "Distributor" means any person or entity, other than a Sponsor, who sells any product or service related to any System, Lens, and/or Component.

14. Unless otherwise specified, the relevant time period for the following topics is January 1, 2005 to the present.

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Topics for Examination

1. Background information regarding LTB1, including its date of formation and whether it is in good standing, LTB1's general business purpose, and experience in the field of energy technology.

2. The identity (by name, last known address and telephone number) of LTB1's current and former: corporate officer(s), owner(s), employees, contractors, and other agents

3. LTB1's federal tax filings (if any) for income and/or employment taxes, including when LTB1 filed returns, the amount(s) due, and the identity (by name, last known address, and telephone number) of the person who prepared any such filings.

4. LTB1's business relationship, if any, with RaPower-3, IAS, Johnson, Shepard, Freeborn, LTB, LLC, LTB O&M, LLC, SOLCO I, LLC, and XSun Energy, LLC, including whether there are any common officers, shareholders, directors, and employees among the entities identified.

5. The reasons for the incorporation and dissolution of LTB, LLC, in Nevada; for the incorporation and revocation of LTB1, LLC, in Nevada, and the incorporation of LTB O&M, LLC, in Utah.

6. Statements about LTB1's business activities on current or former versions of the website www.rapower3.com.

7. How LTB1 contracted with Customers and other users of LTB1's services, including whether any Customer negotiated the terms of any contract with LTB1.

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8. LTB1's understanding of its rights and obligations under any sublease agreements, as well as any operation and maintenance agreements (*see*, *e.g.*, Pl. Ex. 121), that LTB1 has with any person or entity related to any Lens.

9. LTB1's recordkeeping practices with respect to how LTB1 tracks which Lens is purportedly owned by which Customer, where each Lens is, and what LTB1 does when a Customer's Lens breaks or malfunctions.

10. Tests that LTB1 conducted (or has had a third-party conduct) with respect to any Lens, System, and/or Component, the results of such tests, and the identity of the person and/or entity who conducted the testing.

11. Research that LTB1 has conducted (or has had a third-party conduct) with respect to any Lens, System, and/or Component, the results of such research, and the identity of the person and/or entity who conducted the research.

Payments that LTB1 has made to any person or entity related to a Lens, System, or Component, including rental payments LTB1 has made for leasing any Lens. (*See, e.g.*, Pl. Ex. 121 ¶ 5.2.)

13. Rental payments that "began to accrue [*sic*]" since 2010, as stated in Pl. Ex. 341 after the heading "RENTAL PAYMENTS."

14. Inquiries by any Customer regarding the status of such Customer's Lens; LTB1's performance of its obligations under any agreement with the customer (*see, e.g.*, Pl. Ex. 121 Article 2); or the rental income (or lack thereof) from a Customer's Lens.

15. The physical location(s) at which LTB1 provides services to any person or entity, and the infrastructure and equipment that LTB1 uses or operates to provide such services.

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16. The "Safety and Operating Guidelines" provided by RaPower-3 to LTB1. (*See*, *e.g.*, Pl. Ex. 121 ¶ 4.1.)

17. The "Governmental Approvals that are required to be in the Operators [*sic*] name and that are necessary for the Operator to perform its obligations" under the Operation & Maintenance agreement with Customers. (*See, e.g.*, Pl. Ex. 121 \P 2.5.)

18. LTB1's services to any person or entity related to a Lens, System, and/or Component, to the extent LTB1 has or is currently providing such services.

19. The Lenses, Systems, and/or Components that LTB1 has installed and/or operated.

20. The electricity, heat, solar process heat, hot water, cooling, water of any kind, and/or any other product, that any Lens, System, and Component was or is intended to generate. If any product has been generated or is being generated, the quantity generated and the revenue received for each such product.

21. Agreements between LTB1 and any person or entity regarding the generation and/or sale of any electricity, heat, solar process heat, hot water, cooling, water of any kind, or any other product.

22. Power purchase agreements, transmission agreements, and interconnection agreements to which LTB1 is a party or for which LTB1 provides any services.

23. All contacts between LTB1 and Rocky Mountain Power, Intermountain Power Project, and/or PacifiCorp (or any subdivision of PacifiCorp), to interconnect any property owned or operated by LTB1 with property owned or operated by such entities.

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24. LTB1's gross receipts from any service it has performed and any product it has produced if such gross receipts are related to a Lens, System, and/or Component. (*See, e.g.*, Pl. Ex. 121 ¶ 5.1.)

25. Advice that LTB1 received from attorneys and/or other tax advisors regarding the tax consequences related to any Lens, System or Component, including the dates consulted, the dates any advice was received, and the form of the advice (i.e., oral, email, memoranda, opinion letter, or other written correspondence), to the extent LTB1 will use such advice to defend against the United States' claims in this case and/or to the extent that LTB1 made any statement to any other person or entity on the basis of such advice.

26. LTB1's responses to the United States' requests for production of documents to LTB1, with respect to the manner in which LTB1 searched for responsive documents and which (if any) of the documents produced in the "Ra3" Bates range are LTB1's documents.

Dated: April 21, 2017

JOHN W. HUBER United States Attorney

/s/ Erin Healy Gallagher ERIN HEALY GALLAGHER D.C. Bar No. 985670 Email:Erin.HealyGallagher@usdoj.gov Telephone: (202) 353-2452 ERIN R. HINES FL Bar No. 44175 Email: erin.r.hines@usdoj.gov Telephone: (202) 514-6619 CHRISTOPHER R. MORAN New York Bar No. 5033832 Email: christopher.r.moran@usdoj.gov Telephone: (202) 307-0834 Trial Attorneys, Tax Division U.S. Department of Justice P.O. Box 7238 Ben Franklin Station Washington, D.C. 20044 FAX: (202) 514-6770

Attorneys for the United States

CERTIFICATE OF SERVICE

I hereby certify that on April 21, 2017, the foregoing document and its exhibits were sent via electronic mail to the following counsel of record:

Justin D. Heideman Christian Austin HEIDEMAN & ASSOCIATES 2696 North University Avenue, Suite 180 Provo, Utah 84604 jheideman@heidlaw.com caustin@heidlaw.com ATTORNEY FOR RAPOWER-3, LLC, INTERNATIONAL AUTOMATED SYSTEMS, INC., LTB1, LLC, and NELDON JOHNSON

Donald S. Reay REAY LAW, PLLC 43 West 9000 South, Suite B Sandy, Utah 84070 donald@reaylaw.com ATTORNEY FOR R. GREGORY SHEPARD AND ROGER FREEBORN

> <u>/s/ Erin Healy Gallagher</u> ERIN HEALY GALLAGHER Attorney for the United States

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Buy Solar Lenses

Frequently Asked Questions

SITE PAGES

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If you have a question that is not answered here please contact us through the contact page.

Categories:

Sponsoring Questions General Questions Tax Questions Technology Questions Contract Questions Network Marketing Questions Negative Press Questions

Sponsoring Questions

1. Why do I need a Sponsor to buy lenses?

First, your sponsor will receive a commission when you purchase systems.

Second, your sponsor can answer questions now and in the future. If not, then his or her sponsor.

2. How can I look at the contracts and agreements before I buy?

Go to our Buy Now page. There you can see all of the documents.

General Questions

1. In a nutshell, what is the RaPower3 deal?

RaPower3 has solar energy lenses one can purchase. Benefits include rental income, bonuses and tax credit/depreciation benefits that give an impressive return. There are also sales commissions available.

2. Who owns the technology?

International Automated Systems (IAUS). They give RaPower3 the right to sell their lenses.

3. Are there any patents?

About 26 patents and 50 patent pendings covering a number of IAUS technologies as of September 2014. IAUS has both national and international patents.

4. Does RaPower3 have a business licence in my state?

Yes. RaPower3 has current business licences in all 50 states.

5. Does the RaPower3 Solar Project have permits?

Yes. You may view the permit here







A Deseret News article published in Dec 2013 stated that RaPower3 does not have required permits, this is not true. Please refer to our response to this article <u>here</u> for further information You may also view the county's letter stating our compliance <u>here</u>.

6. Can you define all the different watt terms?

A thousand watts = one kilowatt.

- A thousand kilowatts = one megawatt.
- A thousand megawatts = one gigawatt.

In the United States, one megawatt of energy would roughly meet the needs of a town of one thousand people. The terms of the cost per kilowatt hour can be different.

For example, an agreement to get ten cents per kilowatt hour (kWh) means for every hour that we produce one kilowatt we would get ten cents. Therefore, if we were able to produce energy at the rate of 200 hours a month, then we would receive \$20 per month per kilowatt or \$20,000 per megawatt or \$21 per month for a 100 megawatt project.

7. What are the British Thermal Units mentioned in the RaPower3 contract?

The British thermal unit (symbol Btu or sometimes BTU) is a traditional unit of energy equal to about 1055 joules. It is approximately the amount of energy needed to heat 1 pound (0.454 kg) of water from 39°F to 40°F (3.8°C to 4.4°C). The unit is most often used in the power and steam generation industries. And, so it is with RaPower3. The solar lenses will heat the water to a very hot temperature creating steam which makes the turbine turn. BTUs can be mathematically converted to kilowatts. This conversion equation is important in maintaining RaPower's agreement with purchasers.

8. What are the RaPower3 contracts?

When you sign up by filling out the Distributor Application Form to purchase your solar lenses, you also electronically sign three other contracts and/or agreements. These three contract/agreements are with three different entities.

- a) Your Equipment Purchase Agreement is with RaPower3.
-) Your Operation and Maintenance Agreement is with LTB,LLC.
- c) Your Bonus Referral Contract is with IAS (International Automated Systems)

This was done in order for you to receive the maximum benefits possible and to insure your ability to claim all of your tax credits and depreciation as outlined.

RaPower3 Team Members can look at and print out their agreements by going to rapower3.com and logging into the Back Office. You will need your USER NAME that you created when you signed up. We suggest you print out a physical copy for your file and another copy for your tax preparer.

Tax Questions



1. What are the tax forms used for the solar energy tax credits?

You can access the solar energy tax forms 3468 and 3800 by going to irs.gov. In the upper right hand corner there is a search engine, just put in the form number. After the above forms are filled out correctly, then the tax credit number goes on line 53 of your 1040 form.

2. What tax forms are used for the depreciation?

IRS Form 4562 and Schedule C. The depreciation from 4562 becomes a Net Operating Loss (NOL) on Schedule C and then that figure goes on line 12 on your 1040 form.

3. How are the tax credits and depreciation calculated?

The purchase price per lens is \$3,500 so you simply take 30% of that, which=\$1,050 tax credit per system.

For depreciation, take half the tax credit (\$525) and subtract that from the purchase price, which= \$2,975 depreciation per system.

4. What are the depreciation requirements?

To be depreciable, the property must meet all of the following requirements: (Our RaPower3 solar thermal lenses easily meet these four requirements) 1. It must be property you own; 2. It must be used in your business or income-producing activity; 3. It must have a determinable useful life; 4. It must be expected to last more than one year after being placed in service.

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5. When can I start claiming my depreciation?

A taxpayer can start claiming depreciation of an asset as soon as his or her property is placed in service. Property is placed in service when it is ready and available for a specific use, whether in a business activity, an income-producing activity, a tax-exempt activity, or a personal activity. This does not mean you have to be using the property; just that it is ready and available for its specific use. The Placed-In-Service letter and Bonus Referral Contract that you will receive after you purchase your systems verifies this.

If the equipment is ready and available for ANY income producing activity, including leasing it out for advertising purposes, the owner may start claiming depreciation on the asset. This is what we give you with the Bonus Referral Contract. Your solar thermal lenses qualify for the 50% bonus depreciation in 2012, 2013 and 2014 as the above standards have been met. You use the standard 5-year double declining balance depreciation method for 2014.

6. I know I have to materially participate in my solar energy business to be considered non-passive so I can claim the depreciation. Do I have to spend 500 hours a year to be considered active because I really can't do that?

No, you do not have to spend 500 hours to qualify for material participation. Here are the guidelines taken from <u>ins.gov website</u>. If the taxpayer and/or the spouse meet any of the following, he materially participates and income is non-passive and should not be on Form 8582, triggering passive losses:

- 1. Did taxpayer work more than 500 hours a year in business?
- 2. Did taxpayer do most of the work?
- 3. Did taxpayer work 100 hours and no one worked more?
- 4. Did taxpayer work 100-500 hours in several passive activities, the sum of which exceed 500 hours?
- 5. Did taxpayer materially participate in the activity any 5 of the prior 10 years?
- 6. If the business is a personal service activity, did he materially participate in any 3 prior years?

Most RaPower3 Team Members qualify under guideline #2. Almost all of our RaPower3 Team Members work by themselves in their solar energy business. They have no employees and therefore, they do all or most of the work involving their solar energy business. So these team members usually don't spend 500 hours on their business, but qualify anyway under guideline #2 because they do most of the work.

7. Will the lenses I purchased be Placed In Service?

Yes. You will get a Placed-In-Service letter e-mailed to you in late February 2015 stating that fact. We suggest you make a copy of the letter and give it to your CPA so it's on file for his/her records.

8. How and when did all these amazing tax benefits come about?

The Tax Relief, Unemployment Insurance Reauthorization, and Job Creation Act of 2010 included provisions that allow businesses to elect 100 percent depreciation through 2011 and a 50 percent bonus depreciation through 2013. This bonus deprectiation is not available for tax year 2014 or later unless extended by congress.

On October 3, 2008, the House of Representatives passed H.R. 1424, the Emergency Economic Stabilization Act of 2008 by a vote of 263-171. Soon after, President Bush signed the bill into law. The U.S. Senate passed its own version of the bill on Oct. 1, 2008. In the bill are a number of provisions supporting energy efficiency and renewable energy, including all of the solar incentives advocated by SEIA (Solar Energy Industries Association).

This package includes an 8-year extension of the 30% commercial solar investment tax credit, completely eliminates the monetary cap for residential solar electric installations, and allows utilities and alternative minimum tax (AMT) filers to take the credit. Therefore, RaPower3 will offer the tax benefit program through the purchasing of its solar thermal lenses until the end of the year 2016.

9. What can I do with the Kirton-McConkie tax attorney memorandum? I noticed it referes to SOLCO1, so how can RaPower3 Team Members use this letter?

SOLCO1 is an entity that deals in bigger commercial projects but is owned by RaPower3. Thus, all our RaPower3 Team Members are allowed to use and rely on this tax attorney memorandum. You should make two copies: one for your file and one for your tax preparer. The letter gives a number of references stating why RaPower3 tax benefits as outlined are following IRS tax codes and law.

10. There is also the Anderson tax attorney opinion letter. Since the Kirton-McConkie memorandum is newer, should I just use that one or use both?

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Use both. The Anderson tax attorney opinion letter is your best resource in claiming your depreciation. You let IAUS use your lenses for advertising purposes and did so by the Bonus Referal Contract with your compensation tied to the gross sales of IAUS (International Automated Systems). This means you were using your lenses for a money making purpose. Therefore, your lenses were "placed into service" under the guidelines for Depreciation, which are different than the "placed into service" guidelines for your tax credit.

11. What if I purchased before the tax attorney letters were written?

It doesn't matter. Both letters are considered retroactive.

12. What code do I use on Schedule C and what is the type of business?

Use the code number 532400 and the type of business is Equipment Rental Services



Technology Questions

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1. What are the breakthrough technologies?

There are nine breakthrough technologies that should propel RaPower3 to the forefront of our nation's energy needs.

- Solar Thermal Lenses: These highly patented solar lenses are made of plastic and can be inexpensively mass produced. This Concentrated Solar Power (CSP) system is the only technology that uses the highly advantageous refractive approach rather that a reflective approach.
- Jet-Propulsion Turbines. These highly patented turbines can be inexpensively massproduced. Our turbines are also scalable. This means projects can be built using many small turbines rather that one large one. Finally, our turbines are more efficient and can work with a lower grade of steam with a further advantage of being water tolerant.
- Dual-Axis Tracking System: Tracks the sun both horizontally and vertically creating greater efficiency. One laptop computer can regulate tracking the sun precisely with a thousand or more towers at the same time.
- Framing of the Solar Lenses: Able to withstand winds up to 90MPH. This is far more than our competition.
- Heat Concentrators: This boosts temperatures into the 2,500 degree range which is necessary in mass-producing inexpensive zinc batteries.
- Heat Exchangers: This highly patented technology reduces the size of current heat exchangers on the market by one thousand times thus reducing the cost exponentially.
- Biomass Burner: This patented technology burns any kind of biomass, waste or garbage with zero emissions. Our system is far more efficient and less costly than out competitors.
- Dynamic Voltage Controller (DVC): This highly patented and guarded technology efficiently and smoothly regulates different and fluxuating voltages. This control board can be mass-produced and will have multiple remarkable life-changing uses with a variety of industries. See <u>VIDEO</u>.
- Capacitors: This will revolutionize the electric car and energy storage industry. More on this later.

2. What is the significance of these combined technologies?

We have the answer to our nation's energy needs and this answer is available in 2015. Our answer includes all three essential dynamics for changing the energy equation. First, we have the lowest installation costs of any energy source. Second, we have the lowest cost of operation of any energy source. Third, we can mass- produce every component in practically limitless quantities. In a nutshell, our combined technologies have the potential of significantly changing the energy requirements of transportation, homes and businesses.

3. Why can RaPower3 members only buy solar lenses?

Buying only the solar lenses gives our members versatility in claiming their tax benefits. Also, the tax benefits are based on providing solar process heat. Only the solar lenses can do that.

4. Will there be other products for RaPower3 members to buy in the future?

Possibly. There are some really cool technologies and products that will be released by International Automated Systems in the future. Some of these may be a great fit with our RaPower3 marketing concepts. Stay tuned.



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1. People electronically sign their contracts and agreements. Is this legally OK?

Yes. It is now done all the time in the United States.

2. Why so many contracts and agreements?

All are necessary to put the whole RaPower3 package together.

For example, The Equipment Purchase Agreement has important connections with the Operations and Maintenance Agreement. The Bonus Contract is important for our RaPower3 members in qualifying for the depreciation benefit.

3. How can I get a copy of my Contracts and Agreements?

Easy. Just Log-in to your back office member area. Look to the left hand greenish column. There are two places to get this info that you may also print. First, look for contracts and click. There you will see a list of some of your documents. Just click to see or print. Second, look down further and click View Personal Purchases. This page shows a list of your Personal Purchases. On the left, you will see a small box with a + in it. Click it. This will bring up a lot of info. Your Equipment Purchase Contract, your Operations and Maintenance Agreement. You can even print out your invoice; something your CPA might wish to have.

Network Marketing Questions

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1. I don't like Network Marketing (Multilevel Marketing). What do I have to do?

Nothing. Absolutely nothing. It's just one component of RaPower3. Your participation is completely voluntary.

2. What's the cost?

There is no cost. There is no administration start-up fee like other network marketing companies and also no monthly funds taken out of your account like other companies. You simply get commissions on everyone you sponsor and commissions on everyone they sponsor up to 6 levels deep.

3. What makes RaPower3 different?

Ninety-eight to ninety-nine percent of people who get into network marketing lose money because of the administration fee and having monthly funds withdrawn automatically from their checking account. Most people are unskilled in selling the products that are often times overpriced and, in addition, to being rejected over and over. Discouragement and loss of money leads to quitting with a bad taste.

With RaPower3 you only buy what you need and what you do buy makes you money and continues to make you money.

4. How do commissions work?

You work at your own pace. But the commissions are ten percent on the sales, ten percent on the rental income plus the bonus. It can mount up to a life-changing amount. You can sponsor as many people as you want. We call that going wide. And with each of those people you directly sponsor, you will also get a 1% commission for everyone they sponsor six levels deep. This means you can make commissions when your clients sell systems.

Example: Many people have purchased 100 systems or more. One hundred systems require a down payment of \$105,000. That means a \$10,500 commission. This also means the client will earn \$15,000 a year in rental income. That means another \$1,500 a year in commissions from the rental. The bonus would be at a maximum of \$100,000.

5. Who would buy 100 systems?

One in ten households should purchase 100 systems. When you speak in terms of being able to go back one to two years, you really don't have to make that big of an income to justify a one hundred system purchase. You can purchase several lenses a month and by the end of the year, you can get it done. Your IRS refunds will be about &160,000. Do the math. What's even better this program is the federal government's program. RaPower3 just uses what was passed by congress and signed into law by two presidents to help make our country go green.



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There is the appearance of a lot of negative information against RaPower3 and/or IAUS on the Internet. The truth is, nearly all negative media on the internet about RaPower3 and IAUS stems from an anonymous man whose main alias is TEDennis. This man's agenda is to do harm to RaPower3 and RaPower3 members. Please stay away from this dangerous man. If you know any information on this man, or if he has hurt you in any way, please send the information to info@rapower3.com so that it may be added to forthcoming action.

1. Who is TEDennis?

He is a man who hides behind the annonymity of the internet with the singular purpose to spread misleading and hurtful misinformation about RaPower3 and IAUS in order to disrupt progress by any means possible. His main website is called iausenergy.com. But he has many, many more sites with cleaver titles such as "Scamwatch" and "Fraud Alert", but they are nothing more than free blog sites filled with misleading information about IAUS and RaPower3.

His main site, lausenergy com is regisered under godaddy. The following came from the registrar.

To see the report on lausenergy com CLICK HERE

On this report you will see the phone and fax numbers are: +1.4806242599 and +1.4806242598

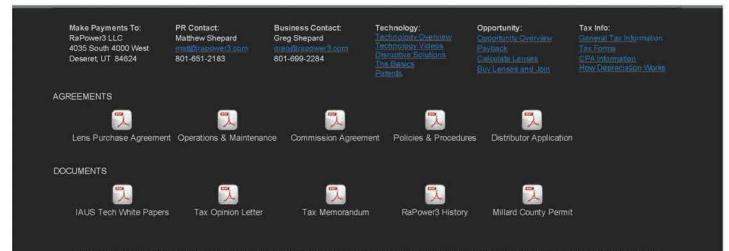
And the address is listed as: 14747 N Northsight Bivd Suite 111, PMB 309 Scottsdale, Arizona 85260

The man is dangerous. Do an internet search on these phone numbers and address to see what this man is involved in. It is really scary stuff.

2. I read and article called "Pie in the Sky...", are the claims in the article true?

The answer is, absolutely not.

A detailed response from RaPower3 concerning this article and its wild claims may be read HERE.



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Solar Panels

Solar Panels- IAUS's panel fabrication is a unique, patented, molding process never-before done with a radial Fresnel lens. This process allows for inexpensive, high-volume, mass production that can be expanded for ultra-high volumes in a comparatively short amount of time.

These thin solar panels focus the sun's energy to a small, hightemperature point. The energy generated can be used for both electricity production and thermal heat for manufacturing, water purification, chemical refinement, and other heat-based processes.



 Technology
 DVC Applications
 DVC Applications
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 http://iaus.com/solar-panels.html
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Solar Solar Panels Bladeless Turbine Dynamic Voltage Controller (DVC) DVC Prototype Videos Instant Charge Batteries Wind Turbines PV Solar CPV Solar Ocean Wave Energy Generation Electric Car Energy CaptureNewsElectric Motors/GeneratorsAboutSmart GridLithium Batteries

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IAUS expects its unique solar power technology to be the first to compete with gas and coal. Two primary issues have prevented solar power from replacing fossil fuels: the high cost of solar power equipment, and limited-volume manufacturing capabilities. In fact, even if today's solar power technologies were competitively priced, the manufacturing capabilities are so low it would take decades to barely make a dent in replacing fossil fuels.



IAUS's new solar technology presents a breakthrough on both fronts. The company has been achieving manufacturing costs competitive with fossil fuels, and its annual production scalability, both cost wise and time wise, is off the charts compared to today's technologies. These two

Because of IAUS's other proprietary components such as its bladeless turbine and dynamic voltage controller, the company's solar product can operate as both solar thermal and concentrated photo voltaic (CPV). Combining the two not only lowers the cost, and adds peak-power stability, but it creates a system that can potentially achieve efficiencies above 60%-70%.

Being a thermal based system also allows IAUS's solar plant to function as a hybrid with other fuels such as biomass, and natural gas. In addition, it is capable of producing electricity and desalinated water simultaneously. So coastal areas that are short of fresh water can produce both electricity and desalinated water from the sun.

http://iaus.com/technology.html

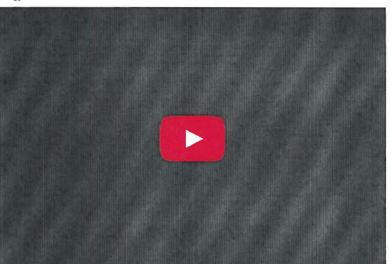
Plaintiff Exhibit US002858

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3/3/2015

Technology

elements make it perhaps, the energy sector's holy grail in a market currently grossing more than \$3 trillion annually, but fueled by less than 1% solar.



Technology

Solar Solar Panels Bladeless Turbine Dynamic Voltage Controller (DVC) DVC Prototype Videos

DVC Applications

Instant Charge Batteries Wind Turbines PV Solar CPV Solar Ocean Wave Energy Generation

DVC Applications Comparison Electric Car Energy Capture News Electric Motors/Generators About Smart Grid Lithium Batteries

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RaP wer³

OPERATION AND MAINTENANCE AGREEMENT

Alternative Energy Systems

This Operation and Maintenance Agreement (the "Agreement") is entered into this day

04/18/2016

(the "Effective Date") by and between LTB, LLC (the "Operator"), a Nevada Limited Liability Company with principal offices at 3838 Raymert Drive, Suite #10, Las Vegas, Nevada 89121, and

PRESTON OLSEN, 9351 S. DUTCH VALLEY DRIVE, SOUTH JORDAN 84095, Utah United States (the "Owner").

RECITALS

WHEREAS pursuant to an Equipment Purchase Agreement (the "Purchase Agreement") between the Owner and RaPower-3, LLC ("RaPower"), a copy of which is attached as Attachment A, the Owner has purchased certain solar thermal energy equipment which consists of

90% Lens Purchase

(The "Number of Owner's Alternative Energy Systems") Alternative Energy Systems (the "Owner's Alternative Energy Systems") which are particularly described in the Purchase Agreement that will be installed at a Power Plant and/or other facilities hereafter associated therewith (collectively, the "Project") at a location designated by the Equipment Purchase Agreement (the "Installation Site").

WHEREAS, the Owner desires to rent to Operator and Operator desires to rent from Owner, the Owner's Alternate Energy Systems.

WHEREAS, the Owner desires to contract with the Operator for Operator to provide operation and maintenance services in respect of the Project.

WHEREAS, the Operator, at the Operator's sole discretion, may also be operating and maintaining solar thermal energy equipment other than the Alternative Energy System of the Owner, at the Installation Site.

WHEREAS, the Operator is willing to provide such services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1



Olsen_P&E-00169

DEFINITIONS

1.1 Alternative Energy System. Solar energy concentrator system.

1.2 Imbedded Definitions. The definitions of other key terms are as stated in the text of this Agreement.

ARTICLE 2

OPERATOR SCOPE OF WORK

2.1 Appointment.

The Owner appoints the Operator and the Operator accepts the appointment to perform the following services subject to and in accordance with the provisions of this Agreement (collectively, the "Work"):

2.1.1 Routine O&M Services;

2.1.2 Additional Services; and

2.1.3 Transition Services.

2.2 Effective Date.

The Operator shall begin performing the Work on the date the Owner's Alternative Energy Systems are installed at the Installation Site (the "Effective Date").

2.3 Operation and Maintenance Services.

The Operator will perform the Work in accordance with the standard of a reasonable and prudent operator in the state wherein the Installation Site is located and in compliance with the Safety and Operating Guidelines ("Guidelines") provided by RaPower to Operator, except to the extent that a reasonable and prudent operator would be unable, or would be hindered in its ability, to perform such obligations. Operator and Owner agree that RaPower may modify or amend the Guidelines from time to time in the sole discretion of RaPower. The Guidelines, as amended and modified hereafter in the sole discretion of RaPower, are hereby incorporated by reference into this Agreement and Operator and Owner hereby agree to be bound thereby.

2.4 Appointment of Liaison.

The Operator may appoint a representative who will represent the Operator under this Agreement and be responsible for receiving approvals or instructions from the Owner that may be required from time to time.

· The Owner shall be entitled to rely on the actions of such representative for the purposes of this Agreement.

2.5 Governmental Approvals.

The Operator shall apply for and use reasonable efforts to obtain and maintain all Governmental Approvals that are required to be in the Operators name and that are necessary for the Operator to perform its obligations under this Agreement. The Operator shall assist the Owner, to the extent reasonably necessary, in obtaining Governmental

Approvals that the Owner is required to obtain pursuant to Article 3.

2.6 Work Force.

The Operator is responsible for hiring, employing, training and managing, and additionally, in respect of employees employed by Affiliates of the Operator, overseeing the work force necessary to operate, maintain and repair the Project in accordance with this Agreement.

2.7 Access.

The Operator shall at all times provide access to the areas of the Project to the designated representatives of the Owner, provided that such access is in compliance with the Equipment Purchase Agreement and is coordinated with the Operator to ensure that it does not unreasonably interrupt or interfere with the performance of the Work or the safe operation of the Project and is at the sole risk and expense of the Owner, as applicable.

2.8 Legal Requirements.

The Operator shall comply in all material respects with all applicable law in the performance of the Work.

2.9 Property Tax.

The Operator shall comply with and pay all property tax on the Alternate Energy Systems.

ARTICLE 3

OWNER SCOPE OF RESPONSIBILITIES

3.1 Delivery of the Project.

Once this Agreement becomes effective, the Owner shall grant the Operator and its designated and identified Affiliates, employees, agents and representatives, access to the Installation Site and the Project, as are necessary or desirable for the Operator to carry out the Work and to comply with the Operators obligations hereunder.

3.2 Appointment of Liaison.

The Owner may appoint a representative who will represent the Owner under this Agreement and be responsible for giving approvals or instructions to the Operator that may be required from time to time. The Operator shall be entitled to rely on the approvals or instructions of such representative.

3.3 Governmental Approvals.

The Owner shall apply for and use reasonable efforts to obtain and maintain all Governmental Approvals that are required to be in the Owners name and that are necessary for the Owner to perform its obligations under this Agreement. The Owner shall assist the Operator; to the extent reasonably necessary, in obtaining Governmental Approvals that the Operator is required to obtain pursuant to Article 2.

3.4 Compliance with Applicable Law.

The Owner shall comply in all material respects with all applicable law in connection with the performance of this Agreement.

ARTICLE 4

SAFETY AND OPERATING GUIDELINES

4.1 Safety and Operating Guidelines.

Pursuant to the Equipment Purchase Agreement between the Owner and RaPower, RaPower has provided Safety and Operating Guidelines ("Guidelines") for operating and maintaining the Project, which Guidelines include but are not limited to a description of the services to be provided by Operator to Owner.

The services are categorized by the Guidelines into Routine O&M Services, Additional Services, and Transition Services. The Guidelines written and set forth by RaPower are subject to modification or amendment by RaPower without prior notice, in the sole discretion of RaPower. Operator shall perform the Work in accordance with and in full compliance with the Guidelines, as modified or amended by RaPower from time to time, which Guidelines are incorporated by reference into this Agreement.

4.2 Health, Environmental and Safety Standards.

The Operator agrees that the Project shall be operated in compliance with all applicable laws and with the OSHA Standards and that the Operator shall not be obligated to perform the Work in a manner that does not meet the OSHA Standards or that would violate applicable law.

ARTICLE 5

COMPENSATION AND PAYMENT

5.1 Owner's Alternative Energy System(s) Production.

In consideration for the performance by Operator of the services set forth in this Agreement, from the Effective Date of this Agreement until the Date of Termination of this Agreement as provided below, as for so long as Operator is in possession and control of the Project, Operator shall be entitled to receive all revenue from the use or sale of thermal energy or electric power generating using the Alternative Energy Systems.

5.2 Rental payment.

Once the Owner's Alternative Energy System(s) are installed and producing revenue, then at the end of each quarter a rental payment will be due and owing from Operator to Owner. The Operator shall send to Owner, on a quarterly basis, the rental payment by check or wire transfer to an account specified by Owner.

The rental payment from Operator to Owner will culminate into an annual payment equal to \$150 (One Hundred Fifty Dollars) per Alternative Energy System. All Payments shall be in dollars unless otherwise agreed. Each

Payment shall be delivered to Owner within thirty calendar days following the end of the quarter.

5.3 Late Payments.

Late payments under this Agreement shall bear interest at a rate calculated from day to day on the basis of a 360 day year equal to one percent per annum above the Discount Rate. The payment of interest shall not excuse or cure any late payment hereunder.

5.4 Lease of Structural Components

Operator will provide a structure that holds the Owner's Alternative Energy Systems and a receiver to collect the energy from the Owner's Alternative Energy Systems. The Operator has agreed to lease space on the structure to the Owner, at \$1.00 per year per Alternative Energy System for ninety-nine years or until the Owner of the Alternative Energy Systems to another location.

ARTICLE 6

INDEMNIFICATION

6.1 Scope of Indemnification.

- The Owner shall indemnify, defend and hold harmless the Operator, its Affiliates and its and their respective directors, officers, employees and agents ("Operator Indemnified Persons") from and against any liability, loss, damage, claim, cost, charge or expense of any kind or nature, including reasonable attorneys fees, expenses and other costs of litigation (collectively, "Damages") incurred by any Operator Indemnified Person in connection with (i) injury to or death of any person or damage to property (including the Project and any facilities related to the Project) and (ii) any claims by third parties, in each case, as a result of or otherwise relating to (A) the breach by the Owner of any of its obligations under this Agreement, (B) the gross negligence or willful misconduct of the Owner, its Affiliates and its and their respective directors, officers, employees and agents, or (C) the Project; provided that the Owner shall not be liable to indemnified by the Operator Indemnified Person for any Damages to the extent that such Damages are to be indemnified by the Operator pursuant to Section 6.1(b)(ii) or are the result of the gross negligence or willful misconduct of any such Operator Indemnified Person, such Operator Indemnified Person.
- Subject to the limitation of liability under Article 10, the Operator shall indemnify, defend and hold harmless the Owner, its Affiliates and its and their respective directors, officers, employees and agents ("Owner Indemnified Persons") from and against any Damages incurred by any Owner indemnified Person in connection with (i) injury to or death of any person or damage to property (including the Project and any facilities related to the Project) and (ii) any claims by third parties, in each case, as a result of (A) the breach by the Operator of any of its obligations under this Agreement or (B) the gross negligence or willful misconduct of the Operator, its Affiliates and its and their respective directors, officers, employees and agents; provided that the Operator shall not be liable to indemnify any such Owner Indemnified Person to the extent Damages are the result of the gross negligence or willful misconduct of the Owner or any such Owner of any of its obligations under this Agreement.

· Limitation of Liability.

The limitation of liability under Article 10 shall not apply to or include the amount of insurance proceeds received by the Operator under insurance obtained in accordance with this Agreement other than insurance obtained and paid by the Operator unless the amount paid by the Operator is reimbursed by the Owner hereunder.

• No Effect on Insurers.

The provisions of this Article 6 will not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance Policy.

• Gross Negligence.

No Party shall have its liability limited hereunder for its own gross negligence or willful misconduct.

<u>Survival</u>.

The Parties obligations under this Article 6 survive any termination of this Agreement.

ARTICLE 7 INSURANCE

7.1 Insurance Required of the Operator.

The Operator shall procure and maintain the insurance listed below:

- Workers compensation insurance, or the equivalent, as required by law.
- Comprehensive general liability coverage, or the equivalent, including bodily injury and physical damage, with a per occurrence limit of US \$1,000,000.00.

ARTICLE 8

FORCE MAJEURE

8.1 Event of Force Majeure.

Any failure by the Operator or the Owner to carry out any of its obligations under this Agreement will not be deemed a breach of contract or default, other than obligations to pay monies due and payable pursuant to this Agreement, if such failure is caused by an Event of Force Majeure, that Party having taken all appropriate precautions, due care and reasonable alternative measures with the objective of avoiding such failure and of carrying out its obligations under this Agreement. If any activity is delayed, curtailed or prevented by an Event of Force Majeure, then, anything in this Agreement to the contrary notwithstanding, the time for carrying out the activity thereby affected and the term of this Agreement will each be extended for a period equal to the total of the periods during which such causes or their effects were operative, and for such further periods, if any, as are necessary to make good the time lost as a result of such Event of Force Majeure.

8.2 Notice; Cooperation.

The Party whose ability to perform its obligations is affected by an Event of Force Majeure shall notify as soon as practicable the other Party in writing, stating the cause, and the Parties shall endeavor to do all reasonable acts and things within their power to remove such cause. No Party is obligated to resolve or terminate any disagreement

with third parties, including labor disputes, except under conditions acceptable to it or pursuant to the final decision of any arbitral, judicial or statutory agent having jurisdiction to finally resolve the disagreement. As to labor disputes, any Party may request the other Party to cooperate in a joint endeavor to alleviate any conflict which may arise.

ARTICLE 9

TERM AND TERMINATION

9.1 Term of Agreement.

This Agreement becomes effective as of the Effective Date and, unless terminated by either Party pursuant to this Article 9, will terminate upon the termination of the Equipment Purchase Agreement.

9.2 Termination by the Owner.

This Agreement may be terminated at any time by the Owner if the Operator breaches any of its material obligations under this Agreement and Operator fails to cure such breach within 90 days of the receipt of written notice from the Owner; provided that the exercise of any termination right to be effective must occur within 90 days after the Owner becomes aware that its termination right exists. The Operator will have the opportunity, within 90 days of receiving notice of the event or breach to cure the event or breach, or, if such event or breach is not reasonably capable of being cured within such period, to submit to the Owner a plan (an "Operator Remedial Plan") calculated to cure such event or breach within an additional reasonable period of time. The Owner may terminate this Agreement if, having commenced actions to cure the event or breach in accordance with an Operator Remedial Plan, the Operator fails to pursue such actions diligently or is unable to effect a cure within the period contemplated in the Operator Remedial Plan; provided that if the existence of such event or breach is disputed, such termination may occur only following resolution of the dispute regarding the existence or non-existence of a breach. The Date of Termination shall be the date that all conditions and contingencies to termination have been satisfied and the Owner is entitled to terminate this Agreement.

9.3 Termination by the Operator.

This Agreement may be terminated at any time by the Operator if the Owner breaches any of its material obligations under this Agreement, and Owner fails to cure such breach within 90 days of the receipt of written notice from Operator. The Operator shall have the right to immediately suspend performance hereunder in the event of any such default, until the same is cured by the Owner, and the Owner shall have no rights against the Operator in respect of such suspension until the time of such cure. Additionally, the Operator may terminate this Agreement if any change in ownership results in the Operator no longer being an Affiliate of the Owner. The exercise of any termination right to be effective must occur within 90 days after the Operator becomes aware that its termination right exists. The Date of Termination shall be the date that all conditions and contingencies to termination have been satisfied and the Operator is entitled to terminate this Agreement.

9.4 Transition to New Operator.

In the event of any termination under Section 9.2, the Owner may request that the Operator continue to maintain a sufficient number of local and expatriate employees to assist in training a replacement operator and to perform such other transition work as the Owner may reasonably request, and the Operator shall comply with any such request for a period not to exceed three months.

ARTICLE 10

LIMITATIONS OF LIABILITY

Neither of the parties shall have liability for consequential damages to the other arising out of this agreement or the transactions, events or occurrences related thereto and each hereby waives any and all such claims for consequential damages against the other.

ARTICLE 11

CONSULTATION AND ARBITRATION

11.1 Arbitration.

- If any Dispute arising out of this Agreement cannot be resolved by the Parties, then such Dispute shall be resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be the sole and exclusive forum for resolution of such Dispute, and the award rendered shall be final and binding. Judgment on the award rendered may be entered in any court having jurisdiction thereof.
- The arbitration shall be conducted in the English and shall be held in Salt Lake City, Utah.
- Any award of the arbitrator(s) (i) shall be in writing, (ii) shall state the reasons upon which such award is based and (iii) may include an award of costs, including reasonable attorneys fees and disbursements.
- The arbitrators shall have no authority to award consequential damages or punitive damages or any other damages not measured by the prevailing Partys actual direct damages, and the arbitrators may not, in any event, make any ruling, finding or award that does not conform to the term and conditions of this Agreement.
- Any Party may make an application to the arbitrators seeking injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the dispute, controversy or claim is otherwise resolved. Any Party may also apply to any court having jurisdiction and seek injunctive relief in order to maintain the status quo until such time as the arbitration award is rendered or the dispute, controversy or claim is otherwise resolved. In the course of resolving Disputes, to the extent practicable, the Parties shall continue to perform the terms and conditions of this Agreement that are not in dispute.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES

12.1 By the Owner.

In order to induce the Operator to enter into this Agreement the Owner makes the following representations and warranties as of the date hereof, which survive the execution and delivery hereof:

- the Owner is an individual having all requisite power and authority to enter into and perform this Agreement;
- the execution, delivery and performance of this Agreement (i) have been duly authorized by all necessary actions on the part of the Owner, and (ii) will not result in any violation of or conflict with or constitute a default under any provision of applicable law or of any judgment, decree or order of a court or Governmental Instrumentality applicable to the Owner or any material agreement or other instrument to

which the Owner is a party or by which it is bound, including the Energy Sales Contract; andthis Agreement constitutes a valid and binding obligation of the Owner.

12.2 By the Operator.

In order to induce the Owner to enter into this Agreement, the Operator makes the following representations and warranties as of the date hereof, which survive the execution and delivery hereof:

- it is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to enter into and perform this Agreement;
- the execution, delivery and performance of this Agreement (i) have been duly authorized by all necessary corporate action on its part and (ii) will not result in any violation of or conflict with or constitute a default under any provision of applicable law or its charter or by-laws or any judgment, decree or order applicable to it or any material agreement or other instrument to which it is a party or by which it is bound; and
- · this Agreement constitutes a valid and binding obligation of the Operator.

ARTICLE 13 MISCELLANEOUS

13.1 Governing Law.

This Agreement is governed by and construed in accordance with the laws of the State of Utah, United States of America.

Signature

IP Digital Signal: 108.171.132.160

Seller

By: Neldon Johnson - RaPower-3

Neldon Johnson - Director -

Signature

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From:	Greg Shepard <greg@rapower3.com></greg@rapower3.com>	
Sent:	Thursday, February 13, 2014 11:15 PM	
To:		
Subject:	Ra3 Audit/Appeal Great Stuff	

TO ALL:

I thought the IRS fiasco was winding down. Not so. An auditor in Chicago told a RaPower3 Member that our Manufacturing Plant doesn't exist. Our counter will be a letter from the Millard County Commissioners on their letterhead that will say all kinds of nice things about us and our Manufacturing Plant. I hope to have it on our rapower3 .com website next week. I will also have a copy to you by e-mail.

. . . .

Two of their hooligans tried to intimidate one of our CPA's this week also. This included some nasty threats. The plan to thwart that move is already in motion.

BONUSES: Good news. Some of you have not paid off your lenses because the IRS has delayed your refunds. There has been some concern whether or not your bonuses would be withheld because of non-payment. Absosutely Not. Don't worry about that. We can't penalize you because of what the IRS is trying to do. You will get your bonuses.

RENTAL PAYMENTS: Fabulous News. You purchased your lenses from RaPower3. Then you rented them from LTB, LLC. Then LTB, LLC found a place to use them. IAS wanted to use them for their R & D program. IAS has used them since 2010.

Therefore, your rental payments began to acrue back then. Let's say you purchased 10 lenses in 2010 or earlier. I'm 99.5% sure you will start receiving rental payments this year. So at \$150 per lens per year, you'd get \$750 for 2010, \$750 also for 2011,2012,2013 and possibly 2014. That would add up to \$3,750 this year.

Some of you have many more lenses than that. So that is fabulous news. I'm not sure if payments will also be made on your levels 2-6, but I would suspect that would also be paid.

How's that for Profit Motive?

Regards, Greg

Greg Shepard RaPower3 Chief Director of Operations 4035 South 4000 West Deseret, UT 84624 801-699-2284 www.rapower3.com

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