

KIRTON | McCONKIE

Kenneth W. Birrell
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801.321.4826

August 24, 2012

XSun Energy, LLC
Attn: Neldon Johnson
4035 South 4000 West, Suite 150
Deseret, UT 84624

Re: Legal Services Agreement

Dear Neldon:

We appreciate the opportunity to provide legal services to you. Before we begin, we are required to define the terms of our engagement. This letter will set forth our agreement as to the scope and terms of our representation of you.

Scope of Engagement

This firm has agreed to provide you the following legal services: tax planning. You should have a clear understanding of the legal services we will provide. If you have any question about the scope or description of our services, please contact the undersigned before signing this letter. Unless this agreement is modified in writing, any subsequent or additional matters will also be governed by this agreement. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, and are not guarantees of any particular result. Such opinions and advice are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Personnel Assigned

Each client of Kirton | McConkie is served by a lead attorney. The lead attorney for your matters will be Ken Birrell. You are free to request a change of your lead attorney at any time. Subject to the supervisory role of the lead attorney, your work or parts of it may be performed by other attorneys and legal assistants in the firm. Such delegation may be for the purpose of

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involving attorneys or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters. At a minimum, our detailed billing statements will describe the personnel working on your matters, and the tasks each person has performed.

Attorney Fees and Costs

You will be billed on an hourly basis for work performed by our attorneys and legal assistants. The hourly rates used are approved by the firm's Board of Directors after considering a variety of relevant factors, such as the experience of those providing the services and the complexity of the matter. We reserve the right to revise our hourly billing rates at any time. Such revisions will be reflected on your monthly billing statement.

The personnel who we anticipate will initially be involved on your behalf, and each person's respective hourly rate at this time, are as follows:

Kenneth W. Birrell	\$300.00 per hour
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We may use other attorneys or legal assistants from the firm as we believe appropriate.

In addition, you will be responsible for payment of any costs, charges and expenses we incur on your behalf, such as photocopy expenses, facsimile charges, overnight delivery and mail expenses, travel expenses, court costs, filing fees, and other expenses. We will confer with you before we incur any substantial costs of an unusual nature. When costs, charges, or expenses we incur on your behalf are not paid on a timely basis, Kirton | McConkie reserves the right to apply all payments received in such manner as we determine, including first to outstanding disbursements and then to fees.

Billing Arrangements, Terms of Payment and Attorney Liens

We will bill you on a monthly basis for both fees and costs, unless we have a written agreement to the contrary. You agree to make payment within thirty (30) days of receiving our detailed statement. Unpaid fees and disbursements accrue service charges at the rate (non-compounded) of one and one-half per cent (1½%) per month from the beginning of the month in which the unpaid amounts become overdue. (Where fees and disbursements are regularly paid out of a retainer deposit, no service charge will be charged.) If you have questions about your bill or our services, please contact your lead attorney, or if that is not satisfactory, the firm's president.

If your account becomes delinquent, and continues so after written notice from us, we may elect to withdraw from this representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorney fees. You further agree that Kirton | McConkie will have an attorney lien, pursuant to Utah Code Annotated §38-2-7, on any proceeds resulting in whole or in part from legal services provided to you to secure payment of any amounts you owe Kirton | McConkie, and that such lien will attach to any settlement, verdict, report, decision or judgment in your favor. You further agree that any legal action regarding any dispute with respect to this legal engagement must be brought in the

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courts sitting in the State of Utah. You agree to submit to the personal jurisdiction of the Utah courts with respect to such action. Utah law will apply.

Conflicts of Interest

We have performed a search of our firm's attorneys and existing matters, and we are not aware of any conflicts of interest in our representation of you with respect to the matters for which we have been engaged to provide legal services. In the event a conflict of interest arises in the future, we will immediately inform you of such conflict and take appropriate action within the bounds of our ethical obligations. Further, we reserve the right to withdraw from this engagement if necessary to comply with our ethical obligations.

We understand that our representation of you does not extend to, as applicable, your parents, subsidiaries, employees, officers, directors, shareholders, partners or other affiliates. You agree that we may represent an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to you or one of your affiliates, provided that the engagement is not prohibited by law, is not substantially related to the subject matter of any services we are providing to you currently or have provided to you in the past, and will not require disclosure of any of your confidential information.

Termination of Representation

You may terminate our representation of you at any time, with or without cause, by notifying us. If such termination occurs, your papers and property will be returned to you promptly upon request. We may retain copies to the extent permitted by law. We are subject to the Utah Rules of Professional Conduct (the "Rules"), which identify several circumstances which require or allow us to withdraw from representing a client, which include the nonpayment of fees or costs, the misrepresentation or failure to disclose material facts, and conflicts of interest with another client. If we represent you in a lawsuit, our ability to withdraw from the suit may be subject to approval from the appropriate court. Further, subject to our ethical obligations as defined by the Rules, we reserve the right to terminate our representation of you at any time, without cause, by furnishing written notice that we are withdrawing as your counsel. If we find it necessary or advisable to so act, we would assist you as you may desire in locating other counsel, and we would make available to you such documents, pleadings, etc., from our file as you may request.

Retention of Client Files

We will maintain files related to this engagement that we, in our sole professional judgment, determine are necessary for the conduct of this engagement. After the engagement ends, meaning the date of our last bill for services on a particular matter, we will maintain or destroy our files in accordance with our then-existing records retention policy. During the period in which we maintain the files, you may request to examine the files and to copy documents in the files. We request that you do so within one year after the engagement ends, after which we may destroy the files in accordance with our records retention policy.

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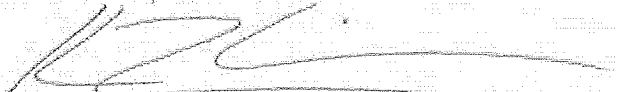
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This letter will comprise our engagement agreement. Therefore, we ask that you review it carefully and then sign and return to us the Acknowledgement of Client. Please contact the undersigned promptly if you have any questions.

Thank you for entrusting your legal work to us. We look forward to serving you.

Warmest regards,

KIRTON | McCONKIE



Kenneth W. Birrell

ACKNOWLEDGMENT OF CLIENT

The undersigned agrees to the terms and provisions of this engagement letter.

By:  _____

Title: CEO _____

Date: 8-27-12 _____

International Automated Sys. Inc.

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