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RAPOWER presently intends to sell the Alternative Energy systems in Lens Units and that the price that RAPOWER intends to charge for each Lens Unit, hereinafter referred to as the "Unit Price," is \$3,500.00. The Unit Price includes the cost of delivery, installation and startup, as well as the cost of warranty work performed during the warranty period. RAPOWER and SOLSTICE agree that RAPOWER shall have the sole discretion to increase the Unit Price but RAPOWER may not decrease the Unit Price without the express written consent of SOLSTICE. RAPOWER and SOLSTICE acknowledge and agree that, regardless of the Unit Price, the total amount to be paid by a purchaser who is purchasing one or more Lens Units from RAPOWER, hereinafter referred to as the "Total Price," shall be paid in the manner and in accordance with the schedule stated below:

(1). Down Payment. Unless otherwise agreed in writing by RAPOWER and SOLSTICE, the purchaser shall be required to pay to RAPOWER a down payment in an amount equal to 18.6% of the Total Price, which shall be paid in full in a form acceptable to RAPOWER and SOLSTICE prior to delivery of any of the Lens Units purchased.

*N/A RA Power
N/A Solstice*
→ *Solar decided by RA Power*
*N/A RA Power
N/A Solstice*
RA Power with 18.6% of down payment

(2). Balance of Purchase Amount. The remaining 81.4% balance of the Total Price, hereinafter referred to as the "Price Balance," shall be the subject of a promissory note, the form and terms of which shall be approved by SOLSTICE, hereinafter referred to as the "Note," wherein the purchaser shall agree to pay to the holder of the Note, hereinafter referred to as the "Holder," thirty (30) equal annual payments of principal, each principal payment being one, together with accrued interest, the principal payment and accrued interest being referred to hereinafter as the "Installment Payment," on or before the 5th day of January of each year. RAPOWER and SOLSTICE agree that the interest rate of the Note shall be no less than Two and One-Half Percent (2.5%) per annum, compounded annually, beginning on the date that the Lens Units are installed in a solar array, and continuing until the balance is paid in full.

In addition to other provisions of the Note that may be required by SOLSTICE, the Note shall further provide that in the event that the purchaser fails to pay any Installment Payment or any portion thereof, when due, interest shall accrue on the overdue amount at the rate of one and one-half percent (1.5%) per month until paid. The Note shall further provide that if the purchaser fails to pay any Installment Payment or any portion thereof when due or within a thirty (30) day grace period thereafter, the Holder may immediately, upon written notice to the purchaser, enter the Installation Site and repossess the Lens Units.

Notwithstanding the foregoing, RAPOWER and SOLSTICE agree that if the purchaser leases the Lens Units to a third party lessee approved by RAPOWER and SOLSTICE, in the event that the total annual lease amount paid by the third party lessee leasing the Lens Units, during any calendar year of term of the Note, is less than the Installment Payment that is owed by the purchaser, due to a lack of production or reduced production from the Lens Units by the leasing company, then the Installment Payment amount for that year will be reduced by the amount that the Installment Payment amount exceeds the

total lease amount paid by the third party lessee.

The Note shall further provide that the purchaser assigns absolutely to the Holder all leases, rents, issues, royalties, and profits of the Lens Units, whether then existing or thereafter arising, so long as there is a remaining balance under the Note. Until the Note is paid in full, the Holder shall be permitted to collect all such rents, issues, royalties, and profits earned as they become due and payable.

b. **Assignment of Note to SOLSTICE:** Within ten (10) business days following the execution of the Note by the purchaser, RAPOWER shall execute a written assignment of the Note to SOLSTICE, the form and terms of the assignment being subject to approval by SOLSTICE. Subject to the terms and conditions of this Agreement, RAPOWER and SOLSTICE agree that the assignment of the Note to SOLSTICE shall constitute payment in full for the manufacturing and delivery of the Lens Units to RAPOWER by SOLSTICE and shall fully satisfy the payment obligations of RAPOWER to SOLSTICE for the Lens Units.

3. **Independent Parties:** The parties to this Agreement are independent entities and neither party is the agent, representative, employee, employer, partner or joint venturer of the other, and each is strictly prohibited from making representations to the contrary. No provision of this Agreement, express or implied, shall be deemed to impose on or transfer to SOLSTICE, or any Holder of the Note, any of the obligations of liabilities of RAPOWER arising out of any agreement between the purchaser, or any other individual or entity, and RAPOWER relating in any way to the Lens Units or any other act or omission of RAPOWER.

4. **Limitation 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.

5. **Assignment of Agreement:** This Agreement shall not be assigned by RAPOWER without the express written consent of SOLSTICE. SOLSTICE may assign its rights and obligations under this Agreement but SOLSTICE shall remain liable to RAPOWER for the failure of its assignee to perform the obligations of SOLSTICE under this Agreement.

6. **Binding Agreement:** This Agreement shall be binding upon the successors and assigns of each of the parties.

7. **Notification re Lens Unit Incidents:** RAPOWER shall notify SOLSTICE immediately of accidents, disabilities, failures or like information concerning the Lens Units of which RAPOWER becomes aware.

8. **Written Notice:** Any notice under this Agreement shall be deemed sufficient if it is in writing and it is delivered to other party, personally or sent by mail addressed to other party at the address set forth above.

9. **Rights, Liens, Title, and Interest:** The Holder shall have the right to file or record such documents and instruments as it may deem necessary from time to time to protect its rights, liens, title and interest in the Lens Units.

10. **Potential Tax Benefits:** SOLSTICE, as the initial Holder, hereby transfers to RAPOWER any and all energy tax credits, if any, related to the Lens Units. Neither SOLSTICE, nor any successor Holder of the Note, shall claim any energy tax credit relating to the Lens Units.

11. **Dispute Resolution:** In the event of a dispute arising out of this Agreement or the transactions, events or occurrences related thereto, SOLSTICE shall have the sole option of electing to have such disputes resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association with all hearings and other proceedings in that arbitration being conducted in Salt Lake City, State of Utah. SOLSTICE shall have the right to elect arbitration at any time up to and including the time that either party files an Answer in pending litigation between the parties relating to such disputes. The prevailing party in any litigation or any arbitration proceedings shall be entitled to recover from the other party his, her or its costs, attorney fees, arbitration costs and arbitration fees incurred in the litigation or arbitration proceedings.

12. **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Utah.

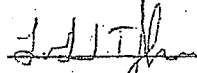
13. **Entire Agreement:** This is the entire agreement between the parties. This agreement shall not be modified except by written amendment signed by both parties.

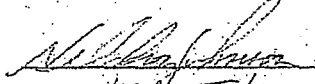
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Executed by RAPOWER and SOLSTICE effective the date stated above.

SOLSTICE ENTERPRISES, INC.

RAPOWER-3, LLC





By: Gabriel Johnson

By: Hal P. Johnson

Its: _____

Its: Manager