

Do Not Staple

6969

Form <b>1096</b> Department of the Treasury Internal Revenue Service	<b>Annual Summary and Transmittal of                  U.S. Information Returns</b>	OMB No. 1545-0108  <b>2011</b>											
FILER'S name  <b>XSun Energy LLC</b>  Street address (including room or suite number)  <b>4035 S. 4000 W.</b>  City, state, and ZIP code  <b>Deseret, UT 84624</b>													
Name of person to contact  <b>Glenda Johnson</b>		<b>For Official Use Only</b> 											
Telephone number  <b>801 369-5951</b>		Fax number  ( )											
1 Employer identification number  <b>45-1774432</b>	2 Social security number	3 Total number of forms  10											
4 Federal income tax withheld  \$	5 Total amount reported with this Form 1096  \$ <b>14116.20</b>												
6 Enter an "X" in only one box below to indicate the type of form being filed.										7 If this is your final return, enter an "X" here <input type="checkbox"/>			
W-2G 32 <input type="checkbox"/>	1097-BTC 50 <input type="checkbox"/>	1098 81 <input type="checkbox"/>	1098-C 78 <input type="checkbox"/>	1098-E 84 <input type="checkbox"/>	1098-T 83 <input type="checkbox"/>	1099-A 80 <input type="checkbox"/>	1099-B 79 <input type="checkbox"/>	1099-C 85 <input type="checkbox"/>	1099-CAP 73 <input type="checkbox"/>	1099-DIV 91 <input type="checkbox"/>	1099-G 86 <input type="checkbox"/>	1099-H 71 <input type="checkbox"/>	1099-INT 92 <input type="checkbox"/>
1099-K 10 <input type="checkbox"/>	1099-LTC 93 <input type="checkbox"/>	1099-MISC 95 <input checked="" type="checkbox"/>	1099-OID 96 <input type="checkbox"/>	1099-PATR 97 <input type="checkbox"/>	1099-Q 31 <input type="checkbox"/>	1099-R 98 <input type="checkbox"/>	1099-S 75 <input type="checkbox"/>	1099-SA 94 <input type="checkbox"/>	3921 25 <input type="checkbox"/>	3922 26 <input type="checkbox"/>	5498 28 <input type="checkbox"/>	5498-ESA 72 <input type="checkbox"/>	5498-SA 27 <input type="checkbox"/>

**Return this entire page to the Internal Revenue Service. Photocopies are not acceptable.**

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and, to the best of my knowledge and belief, they are true, correct, and complete.

Signature ▶ *Glenda Johnson* Title ▶ *Assistant Manager* Date ▶ *1-31-12*

**Instructions**

**Reminder.** The only acceptable method of filing information returns with Enterprise Computing Center—Martinsburg (ECC—MTB) is electronically through the FIRE system. See Pub. 1220, Specifications for Filing Forms 1097, 1098, 1099, 3921, 3922, 5498, 8935, and W-2G Electronically.

**Purpose of form.** Use this form to transmit paper Forms 1097, 1098, 1099, 3921, 3922, 5498, and W-2G to the Internal Revenue Service. Do not use Form 1096 to transmit electronically. For electronic submissions, see Pub. 1220.

**Caution:** If you are required to file 250 or more information returns of any one type, you must file electronically. If you are required to file electronically but fail to do so, and you do not have an approved waiver, you may be subject to a penalty. For more information, see part F in the 2011 General Instructions for Certain Information Returns.

**Who must file.** The name, address, and TIN of the filer on this form must be the same as those you enter in the upper left area of Forms 1097, 1098, 1099, 3921, 3922, 5498, or W-2G. A filer is any person or entity who files any of the forms shown in line 6 above.

**Preadressed Form 1096.** If you received a preaddressed Form 1096 from the IRS with Package 1096, use it to transmit paper Forms 1097, 1098, 1099, 3921, 3922, 5498, and W-2G to the Internal Revenue Service. If any of the preprinted information is incorrect, make corrections on the form.

If you are not using a preaddressed form, enter the filer's name, address (including room, suite, or other unit number), and TIN in the spaces provided on the form.

**When to file.** File Form 1096 as follows.

- With Forms 1097, 1098, 1099, 3921, 3922, or W-2G, file by February 28, 2012.
- With Form 5498, file by May 31, 2012.

**Where To File**

Send all information returns filed on paper with Form 1096 to the following:

**If your principal business, office or agency, or legal residence in the case of an individual, is located in**

**Use the following three-line address**

Alabama, Arizona, Arkansas, Connecticut, Delaware, Florida, Georgia, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Texas, Vermont, Virginia, West Virginia

Department of the Treasury  
 Internal Revenue Service Center  
 Austin, TX 73301

Please include with check to XSun Energy

8/5/11 Deposit  
 Name: RYAN SAUNDERS  
 (Same as on customer contract)  
 Amount enclosed: \$ 11,235<sup>00</sup>  
 AEPA: 351-142-812011142  
 (Name and ID #)

Attach Check and Mail To:  
**XSun Energy, LLC.**  
 4035 South 4000 West,  
 Suite 150  
 Deseret, Utah 84624

EXECUTIVE GRAY

TODD SAUNDERS  
 HARMONY SAUNDERS  
 801-763-9683  
 6033 LAUSANNE  
 HIGHLAND, UT 84003

97-102-1243 20085

3 AUG 2011

FOR 351-142-812011142  
 PAY TO THE ORDER OF XSun Energy, LLC.  
 ELEVEN THOUSAND TWO HUNDRED THIRTY FIVE AND 00/100 DOLLARS \$ 11,235<sup>00</sup>

BANK OF AMERICAN FORK  
 HIGHLAND BRANCH 301-759-1155  
 3405 WEST 11000 NORTH  
 HIGHLAND, UTAH 84098

FOR 351-142-812011142  
 12430102510324 8824 0085

MP

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

⑆5454⑆0001⑆058013293⑆

ZIONS BANK  
 Delta Office  
 20 East Main  
 Delta, Utah 84624  
 www.zionsbank.com

XSun Energy LLC  
 4035 S 4000 W  
 DESERET, UT 84624  
 04-11

DATE 8-5-11

	DOLLARS	CENTS
CURRENCY		
COINS		
TOTAL CASH		
CHECKS	11,235	00
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TOTAL FROM OTHER SIDE OR ATTACHED LIST		
PLEASE RE-ENTER TOTAL HERE	11,235	00

\$ 11,235.00

RE-ENTER GRAND TOTAL IN SCREENED BOXES

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

DEPOSIT TICKET TOTAL ITEMS

Please include with check to XSun Energy

*Dep 7/25/11*  
 Name: Melvin Anderson  
 (Same as on customer contract)  
 Amount enclosed: \$ 1,260.00  
 AEPA: 111-4152011  
 (Name and ID #)

Attach Check and Mail To:  
**XSun Energy, LLC.**  
 4035 South 4000 West,  
 Suite 150  
 Deseret, Utah 84624

*Comp, AB, list*

DATE 7-25-11

XSun Energy LLC  
 4035 S 4000 W  
 DESERET, UT 84624  
 04-11

	DOLLARS	CENTS
CURRENCY		
COINS		
TOTAL CASH		
CHECKS		
<i>Melvin Anderson</i>	<i>1260</i>	<i>00</i>
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TOTAL FROM OTHER SIDE OR ATTACHED LIST		
PLEASE RE-ENTER TOTAL HERE		

ZIONS BANK®  
 Delta Office  
 20 East Main  
 Delta, Utah 84024  
 www.zionsbank.com

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

⑆5454⑆0001⑆058013293⑆

\$

*1 260.00*

RE-ENTER GRAND TOTAL IN SCREENED BOXES

Ra3 005493

*Pay to the Order of*  
**XSun Energy**  
*One Thousand Two Hundred Sixty Dollars*  
 \$ 1,260.00  
 8 July 2012  
 Mel Anderson  
 4035 S 4000 W  
 South Jordan, UT 84095  
 (801) 988-8274 201-845-6447 84096  
 97-77513243  
 2246  
 America's First Federal Credit Union  
 P.O. Box 9198  
 Ogden, UT 84403  
 www.amerfirstfcu.com  
 From AEPA 111-4152011 (12 leaves)  
 ⑆325377516⑆746003539665⑆2246  
*Melvin Anderson*

DEPOSIT TICKET

TOTAL ITEMS

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

03/15/1241 51

RE-ENTER GRAND TOTAL IN SCREENED BOXES

DATE	CURRENCY	COINS	TOTAL CASH	CHECKS	CHANGES	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	TOTAL FROM OTHER SIDE OR ATTACHED LIST	PLEASE RE-ENTER TOTAL HERE
9-22-11				1890.00																													1890.00	

ZIONS BANK  
Delta Office  
20 East Main  
Delta, Utah 84624  
www.zionsbank.com

XSUN ENERGY LLC  
4035 S 4000 W  
DESERET, UT 84624

\$

1890.00

⑆5454⑆000⑆058 01329 3⑆⑆

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

*Compare*

0001684 Office AU # 11-24 1210(8)

Operator I.D.: id1vc0679

0168403666

CASHIER'S CHECK

September 19, 2011

PAY TO THE ORDER OF  
\*\*\*XSUN ENERGY\*\*\*  
\*\*\*AEPA: 111\*\*\*

\*\*\*One thousand eight hundred ninety dollars and no cents\*\*\*

\*\*\*\$1,890.00\*\*\*

WELLS FARGO BANK, N.A.  
6 N STATE ST  
PRESTON, ID 83263  
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 1,890.00

*Richard Terry*  
CONTROLLER

Attach Check and Mail To:  
XSun Energy, LLC,  
4035 South 4000 West,  
Suite 150  
Deseret, Utah 84624

Name: John A. MacLennan  
Amount enclosed: \$ 1,890.00  
AEPA: 111  
(Name and ID #)

⑆0168403666⑆ ⑆2100024814861 505808⑆

Please include with check to XSun Energy

Ra3 005540

**SAVINGS DEPOSIT**

CASH				
CHECK				
CHECK OR TOTAL FROM OTHER SIDE				
<b>TOTAL</b>				<b>49,500 00</b>
LESS CASH RECEIVED				
				<b>\$ 49,500 00</b>

DATE 11-14-2011

LIST CHECKS SINGLY IF MORE THAN 2 CHECKS LIST ON REVERSE SIDE.

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

**ZIONS BANK**  
 Delta Office  
 30 Broad Street  
 Delta, Utah 84504  
 www.zionsbank.com

CHECKS AND OTHER ITEMS ARE RETURNED FOR DEPOSIT SUBJECT TO THE AGREEMENT OF THE UNDERLYING COMMERCIAL CHECK OR ANY APPLICABLE COLLECTION AGREEMENT.

FRONT CENTER

*Blende E. Johnson*  
 CUSTOMER SIGNATURE

⑆5005⑉0000⑆ 058 309692 0⑈

**Morgan Stanley  
Smith Barney** 8330

4 November 2011 Date

Pay to the Order of X Sun Energy, LLC \$ 49,500 Dollars

*Forty nine thousand five hundred 50/100*

FINANCIAL MANAGEMENT ACCOUNT  
 800-423-7248  
 Citibank, N.A., Englewood Cliffs, N.J.

*[Signature]*

For 8330

⑆02⑆272655⑆ ⑆0⑆1860⑆66⑆

*list*

CASH	
CHECK	49,500 00
CHECK OR TOTAL PAID BY OTHER BANK	
TOTAL	49,500 00
CASH RECEIVED	
TOTAL RECEIVED	

DATE: 11-14-2011

LIST CHECKS SEPARATELY IF MORE THAN TWO CHECKS LIST ON REVERSE SIDE.

ESPRESSO PAY NOT BE AVAILABLE FOR DEPOSIT WITH FUNDING

**ZIONS BANK**  
 Delta Office  
 80 West Main  
 Delta, Utah 84604  
 www.zionsbank.com

⑆5005⑈0000⑆ 058 309692 0⑈

*Blanche E. Johnson*  
 CUSTOMER SIGNATURE

**KIRK P. GALBRAITH**  
**PATRICIA GALBRAITH TTEES**  
 U/A/D 01/14/87  
 146 HILLYVIEW  
 RICHLAND, WA 98932-7628

Morgan Stanley  
 Smith Barney 8330  
 85-7285/213

Date: 4 November 2011

Pay to the Order of: X Sun Energy, LLC \$ 49,500 Dollars

*Forty nine thousand five hundred and no/100*

FINANCIAL MANAGEMENT ACCOUNT  
 810-421-7248  
 Citibank, N.A., Englewood Cliffs, N.J.

⑆02⑆272655⑆ 101860166⑆ 8330

Project: D \_\_\_\_\_

**PURCHASE AND INSTALLATION CONTRACT**

This purchase and installation contract, hereinafter referred to as the Agreement, is made and entered into this 4 day of Nov., 2011, which is the Effective Date of this Agreement, by and between KIRK GALBRAITH, a \_\_\_\_\_, whose address is 148 HILLVIEW, RICHMOND WASHINGTON 99352, hereinafter referred to as BUYER, and XSun Energy, LLC, a Utah limited liability company, whose address is 4035 South 4000 West, Suite 150, Deseret, Utah 84624, hereinafter referred as SELLER, BUYER and SELLER being referred to collectively herein as the Parties.

**RECITALS**

*WHEREAS*, SELLER is a licensee of certain proprietary technology owned in part, licensed in part, and patented in part by International Automated Systems, Inc., a Utah Corporation, hereinafter referred as IAS, for the conversion of solar energy into economical, green power (renewable energy).

*WHEREAS*, BUYER desires to purchase a solar thermal energy power plant from SELLER, hereinafter referred to as the Power Plant, and desires to contract with SELLER to furnish the technology, equipment and materials along with requisite labor and performance to complete the construction of the Power Plant and to place the Power Plant in commercial operation.

**AGREEMENT**

*NOW, THEREFORE*, based upon the mutual promises set forth herein, the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the Parties hereby covenant and agree as follows:

1. **Power Plant Purchase.** BUYER agrees to purchase and SELLER agrees to sell and construct a solar powered electric power generation plant, identified by the Parties as Project D \_\_\_\_\_, also hereinafter referred to alternatively as the Power Plant or the Project, which is shown in the Project Plans attached as Exhibit A. The Power Plant shall utilize IAS technology with a rated power generation capacity of Eighty (80) Kilowatts, hereinafter referred to as the Rated Capacity. The Power Plant shall be located and constructed on a parcel of land in or near Delta, Utah, hereinafter referred to as the Project Site.

2. **Project Site.** The Project Site is identified as Parcel No. \_\_\_\_\_ on the Site Proximity Plan (Segregation Pattern) which is included in the Project Plans attached as Exhibit A. A Typical Site Plan showing the location of the principal Project components within the Project Site is also included in the Project Plans. The Project Site is presently owned by IAS and is subject to a Master Site Lease Agreement between IAS and SELLER, hereinafter referred to as the Master Site Lease, whereby SELLER has leased the Project Site, and other parcels identified in the Site Proximity Plan, from IAS for a term of ninety nine (99) years. The Project Site is also subject to a Site Sublease Agreement, hereinafter referred to as the Site Lease, between SELLER and BUYER, which is executed by SELLER and BUYER simultaneously with the execution of this Agreement, whereby BUYER leases from SELLER the Project Site for a term of Thirty (30) years, renewable for an additional term of thirty (30) years. The Effective Date of this Agreement and the concurrent effective date of the Site Lease, shall also be referred to hereinafter as the Site Date.

3. **Plans.** BUYER acknowledges that the Project Plans (Exhibit A), which include a Site Proximity Plan, a Typical Site Plan, and Project Detail Drawings, and the Project Specifications, which are attached as Exhibit B, have been completed on behalf of SELLER. BUYER acknowledges and confirms that the Project Plans and the Project Specifications, hereinafter referred to alternatively as the Plans and Specifications, have been carefully reviewed by BUYER before entering into this Agreement. SELLER shall provide any additional engineering, plans, details, specifications, and other documentation as may be required hereafter, if any, for BUYER to obtain approval for the Project by local, state and federal agencies and to obtain any required building permits or start-up permits. SELLER shall also provide any additional engineering, plans, details, specifications, and other documentation as may be required hereafter, if any, for federal, state and local review of the Project for environmental and ecological requirements and for land use approval. SELLER shall also provide any additional engineering, plans, details, specifications, and other documentation as may be required hereafter, if any, for the U.S. Department of the

Project: D \_\_\_\_\_

**PURCHASE AND INSTALLATION CONTRACT**

This purchase and installation contract, hereinafter referred to as the Agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, which is the Effective Date of this Agreement, by and between \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as BUYER, and XSun Energy, LLC, a Utah limited liability company, whose address is 4035 South 4000 West, Suite 150, Deseret, Utah 84624, hereinafter referred as SELLER, BUYER and SELLER being referred to collectively herein as the Parties.

**RECITALS**

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*WHEREAS*, BUYER desires to purchase a solar thermal energy power plant from SELLER, hereinafter referred to as the Power Plant, and desires to contract with SELLER to furnish the technology, equipment and materials along with requisite labor and performance to complete the construction of the Power Plant and to place the Power Plant in commercial operation.

**AGREEMENT**

*NOW, THEREFORE*, based upon the mutual promises set forth herein, the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the Parties hereby covenant and agree as follows:

1. **Power Plant Purchase.** BUYER agrees to purchase and SELLER agrees to sell and construct a solar powered electric power generation plant, identified by the Parties as Project D \_\_\_\_\_, also hereinafter referred to alternatively as the Power Plant or the Project, which is shown in the Project Plans attached as Exhibit A. The Power Plant shall utilize IAS technology with a rated power generation capacity of Eighty (80) Kilowatts, hereinafter referred to as the Rated Capacity. The Power Plant shall be located and constructed on a parcel of land in or near Delta, Utah, hereinafter referred to as the Project Site.
2. **Project Site.** The Project Site is identified as Parcel No. \_\_\_\_\_ on the Site Proximity Plan (Segregation Pattern) which is included in the Project Plans attached as Exhibit A. A Typical Site Plan showing the location of the principal Project components within the Project Site is also included in the Project Plans. The Project Site is presently owned by IAS and is subject to a Master Site Lease Agreement between IAS and SELLER, hereinafter referred to as the Master Site Lease, whereby SELLER has leased the Project Site, and other parcels identified in the Site Proximity Plan, from IAS for a term of ninety nine (99) years. The Project Site is also subject to a Site Sublease Agreement, hereinafter referred to as the Site Lease, between SELLER and BUYER, which is executed by SELLER and BUYER simultaneously with the execution of this Agreement, whereby BUYER leases from SELLER the Project Site for a term of Thirty (30) years, renewable for an additional term of thirty (30) years. The Effective Date of this Agreement and the concurrent effective date of the Site Lease, shall also be referred to hereinafter as the Site Date.
3. **Plans.** BUYER acknowledges that the Project Plans (Exhibit A), which include a Site Proximity Plan, a Typical Site Plan, and Project Detail Drawings, and the Project Specifications, which are attached as Exhibit B, have been completed on behalf of SELLER. BUYER acknowledges and confirms that the Project Plans and the Project Specifications, hereinafter referred to alternatively as the Plans and Specifications, have been carefully reviewed by BUYER before entering into this Agreement. SELLER shall provide any additional engineering, plans, details, specifications, and other documentation as may be required hereafter, if any, for BUYER to obtain approval for the Project by local, state and federal agencies and to obtain any required building permits or start-up permits. SELLER shall also provide any additional engineering, plans, details, specifications, and other documentation as may be required hereafter, if any, for federal, state and local review of the Project for environmental and ecological requirements and for land use approval. SELLER shall also provide any additional engineering, plans, details, specifications, and other documentation as may be required hereafter, if any, for the U.S. Department of the



Treasury to review the Project for possible qualification for APayments for Specified Energy Property in Lieu of Tax Credits@ under Section 1603 of the American Recovery and Reinvestment Act (A ' 1603"). SELLER agrees to assist BUYER in a timely and professional manner in obtaining regulatory agency approval and in obtaining required building permits, start-up permits, and other permits. The date that all plans, specifications, engineering and other documentation required for building permits and regulatory approval are actually provided to BUYER shall be referred to hereinafter as the Plan Date.

4. **Regulatory Approval and Building Permit.** BUYER is responsible for obtaining all necessary regulatory agency approval, building permits, and other required permits and approvals for the Project, if any, so that construction and start-up of the Project may be completed without regulatory agency or permitting agency delay.

5. **Test Operation.** Within five hundred (500) calendar days of the Effective Date, hereinafter referred to as the Test Deadline, SELLER shall complete a 30 day Test Operation of a Twenty (20) kilowatt (kw) Demonstration Component. The Demonstration Component shall be one of the four Twenty (20) Kilowatt Segments of the Power Plant shown on the Site Plan, which constitute the Power Plant. The Test Operation shall verify that the Demonstration Component is capable of (a) producing a Maximum Output Power of Twenty (20) kilowatts; and (b) operating continuously and producing power continuously, which shall be demonstrated by the production of power continuously on at least 25 of the 30 test days from one hour after sunrise until one hour before sunset. If BUYER fails to provide written notice to SELLER, within ten (10) days of the date that the Test Operation is complete, that the Test Operation results do not satisfy the requirements of (a) or (b) above, the Test Operation shall be deemed to have complied with the requirements of (a) and (b) above, and BUYER shall be deemed to have accepted the results of the Test Operation. If the Test Operation fails to meet the requirement of (a) or (b) above, and BUYER provides written notice that the Test Operation results did not meet the requirements of (a) or (b) above, SELLER shall commence a Re-Test within 10 days of the receipt of the written notice. Such Re-Tests shall be repeated thereafter as necessary by SELLER until a Test Operation satisfying the requirements of this paragraph has been completed. The date that a Test Operation satisfying the requirements of this paragraph has been completed by SELLER shall be referred to hereinafter as the Test Date.

6. **Power Purchase Agreement.** Within 120 days of the Test Date, BUYER shall enter into a written power purchase agreement (PPA) with a Power Purchaser in a form approved by SELLER, such approval not being unreasonably withheld.

7. **Plant Installation.** SELLER shall provide the necessary technology, equipment, materials and labor to furnish, build, install and place in service the Project at the Project Site stated above. SELLER shall complete the installation of the Project in increments of Twenty (20) Kilowatts of rated power production and place each Twenty (20) Kilowatt Segment of the Project in service and connect each Twenty Kilowatt Segment of the Project to the power transmission system at the Project Site. The last of the Twenty Kilowatt Segments shall be placed in Commercial Operation no later than thirty six (36) months following the Effective Date. SELLER shall contract with one or more licensed contractors for the completion of any portions, elements or components of the work which must be completed by a licensed contractor.

8. **Cost and Terms of Payment.** The total cost which BUYER shall pay to SELLER for the Project, including all technology, equipment, materials and labor required to furnish and construct the Project and to place the Project in service, including connecting to the power transmission system at the Project Site, shall be calculated at Six Dollars and Eighteen Cents (\$6.18) per watt of rated generating capacity for the power plant. The Total Project Cost for the Eighty Kilowatt plant which is the subject of this Agreement is Four Hundred Ninety Five Thousand Dollars (\$495,000.00). The Total Project Cost does not include any amount owed by Buyer for the lease of the Project Site, which shall be paid separately by BUYER under the terms and conditions of the Site Lease. The Total Project Cost shall be paid in accordance with the following schedule:

A. **Down Payment.** Down Payment in the amount of Forty Nine Thousand Five Hundred Dollars (\$49,500.00) at the time of signing of this Agreement, which Down Payment shall be allocated to the cost of the solar panel lens components as identified below.

B. **Project Cost Allocation.** BUYER and SELLER agree that a reasonable allocation of the cost of the components of the Project is as follows:

(1) One-fourth of the Total Project Cost, i.e. One Hundred Twenty Three Thousand Seven Hundred Fifty Dollars (\$123,750.00) (the "Segment Cost") is allocated to each Twenty Kilowatt Segment ("Segment").

(2) For each Twenty (20) Kilowatt Segment, the Segment Cost shall be allocated to the components as follows:

- (a) Five Percent (5%) of the Segment Cost for construction of the Tower Foundation.
- (b) Twenty Five Percent (25%) of the Segment Cost for delivery of the Tower Structural Components to the Project Site.
- (c) Twenty Five Percent (25%) for delivery of the Solar Panel lens components.
- (d) Fifteen Percent (15%) of the Segment Cost for installation of the Tower Structural Components.
- (e) Five Percent (5%) for installation of the Solar Panels on the Tower.
- (f) Fifteen Percent (15%) of the Segment Cost for delivery to the Project Site of the Heat Exchange and Generation Components, which include the Energy Absorber, the Oil Exchange System, the Water Exchange System, the Turbine, the Generator, and related mechanical components and piping.
- (g) Five Percent (5%) of the Segment Cost for installation of the Heat Exchange and Generation Components.
- (h) Five Percent (5%) of the Segment Cost upon completion of a Segment Operational Test, verifying that the Maximum Output Power of the Segment is Twenty Kilowatts or more.

C. Commercial Service Stage Payment. A Commercial Service Stage Payment, in the amount of Eighty Nine Thousand One Hundred Dollars (\$89,100.00), shall be paid within ninety (90) days of the date that SELLER places the Project in Commercial Service (the "Commercial Service Date"), or within thirty (30) days of the date that BUYER receives a Payment in Lieu of Tax Credits under Section 1603 of the American Recovery and Reinvestment Act (A' 1603"), whichever occurs first. Commercial Service is defined as all solar energy collection, heat transfer, and power generation components of the Segment being operational, the Segment being connected to the power grid of the Power Purchaser, and the Segment providing power to the power grid of the Power Purchaser.

In the event that the Measured Maximum Output Power of any Segment, as determined by the Segment Operational Test, is less than Twenty Kilowatts, the Segment Construction Cost shall be reduced on a pro-rata basis, with an Adjusted Segment Construction Cost computed as the Segment Construction Cost multiplied by the ratio of the Measured Maximum Output Power to Twenty Kilowatts.

D. Project Cost Balance. The balance of the Project Cost (the "Project Cost Balance"), after adjustment under paragraph 8.C above, if any, shall be paid by BUYER to SELLER in Annual Payments, with the first Annual Payment being due on the first anniversary of the Commercial Service Date and the last Annual Payment being due on the thirtieth anniversary date of the Commercial Service Date. The amount of the Annual Payments shall be \$22,287.00. This payment includes interest and payment against principle. BUYER shall execute a Promissory Note, in the form attached as Exhibit C, for the Principal Balance at the time the Commercial Operation Stage Payment is made. The Promissory Note shall be secured by a Security Agreement executed by BUYER at the time the Promissory Note is executed, granting SELLER a security interest in the Project, including all of the components of the power plant. BUYER hereby agrees to execute any and all documents that may be required by SELLER from time to time to perfect and maintain the foregoing security interest. In the event that SELLER fails or refuses to execute the foregoing Promissory Note or the Security Agreement, the terms of this paragraph shall be deemed to constitute a promissory note and shall be deemed to confer a security interest in the Project and all of the components of the power plant to SELLER.

9. Payment In Lieu of Tax Credits. It is BUYER'S intent to attempt to qualify the Project, for APayments for Specified Energy Property in Lieu of Tax Credits under Section 1603 of the American Recovery and Reinvestment Act (A' 1603"). SELLER agrees to cooperate with and provide reasonable assistance to BUYER, including providing information for the completion of necessary applications and other forms from time to time as needed, and providing additional documentation required by reviewing agencies. If the project does not qualify for the (A' 1603) then the contract is void.

10. Disclosure of Information. In order to assist in the performance of the services set forth herein, BUYER has received Information, including Confidential Information, previously and will hereafter receive Information, including Confidential Information, from SELLER or IAS, the Licensor of SELLER, or has requested SELLER provide both Information and Confidential Information as defined herein, to certain products, technology and processes of IAS. Information means any and all information disclosed by SELLER or IAS to BUYER or information disclosed by BUYER to SELLER, except for information, which can be shown by clear and convincing evidence to be previously in the public domain at the time of disclosure thereof by either Party. Confidential Information means any and all information, data, customer names, technology,

research, inventions, intellectual property, trade secrets, know how, formulations, compositions, works of authorship, samples, processes, methods, marketing, financial information and the like which SELLER or IAS discloses to BUYER or BUYER discloses to SELLER and which is not clearly in the public domain or previously known to either party. Information shall cease to be Confidential Information if it can be shown by clear and convincing evidence to be previously known from an independent source, or it subsequently enters the public domain through no fault of either party.

11. Protections: Confidentiality, Non-Use and Non-Disclosure. During and after discussions, including the duration of any relationship and thereafter, the Parties will hold in trust and keep secret all Confidential Information. The Parties will maintain safeguards to protect such Confidential information and prevent its disclosure to others except as allowed herein in a manner similar to that with which the Party protects its own confidential information. The Parties likewise agree not to use the Confidential information for itself or any third party nor will it use or disclose, directly or indirectly, any Confidential Information without the prior written approval of the other Party. In the event any Party has given its prior written approval to the other Party to disclose such Confidential Information to third persons or entities, the disclosing Party shall require all such third persons or entities to which disclosure is made to agree in writing to the provisions of this Agreement and shall provide the other party copies of such agreements. The Parties shall not use, directly or indirectly, Confidential Information except for the purposes described herein.

12. Technology Improvements. Any and all improvements, refinements, advances, additions or modifications to the technology, equipment or processes of IAS or SELLER which are related in any way to the Solar Thermal Power Plant or any components or elements thereof, which are conceived, developed, designed or reduced to practice by SELLER or BUYER, or any of SELLER'S or BUYER'S employees, officers, directors, agents, contractors or representatives, during the term of this agreement, or within one year thereafter, shall be the sole property of IAS or SELLER, as IAS and SELLER shall agree. BUYER agrees to execute any and all documents and to cooperate with SELLER and IAS in all other regards and to require its employees, officers, directors, agents contractors and representatives to execute any and all documents and to cooperate with SELLER and IAS in all other regards as is required or reasonably requested by SELLER to effectuate this provision of this Agreement. BUYER hereby expressly acknowledges that without BUYER agreeing to this provision and furnishing this consideration, SELLER would not enter into this Agreement.

13. Warranties. SELLER warrants upon installation and including two years from the Commercial Operation Date of the last Twenty (20) Kilowatt of the Eighty Kilowatt plant, hereinafter referred to as the Warranty Period, the Power Plant and each of the components thereof, from defects in materials and workmanship. Within twenty-four (24) hours of notification from BUYER, SELLER shall initiate reasonable efforts to ascertain repair or replacement requirements, to order replacements parts and equipment needed for repair, and to deploy qualified maintenance personnel to repair or replace same. The cost of warranty parts, replacement equipment and labor shall be borne by SELLER. SELLER shall provide an inventory of spare parts at the Project Site during the warranty period identified above.

SELLER warrants that the plant will produce \$27,287.00 per year after operation and maintenance fees are paid, for the next thirty (30) years. If the plant produces less than \$27,287.00 then the difference between the actual production dollar amount and the amount of \$27,287.00 the SELLER agrees to pay the difference towards the payment due that year in which the deficit occurred up to the dollar amount of \$22,287.00.

14. Documents, Etc. SELLER retains ownership of any documents, samples, copies and/or other materials made available by SELLER to BUYER. BUYER agrees not to reproduce, in whole or in part, any such documents, samples, copies or other materials, except as may be necessary for BUYER to conduct its business. SELLER agrees that the purchaser(s) of electric power from BUYER is (are) the client(s) of BUYER and as such, any further or future business with said client(s) or its subsidiaries, shall be conducted by and through BUYER.

15. Survivability. The covenants of confidentiality set forth herein shall survive and continue and be maintained from the Effective Date hereof until five (5) years after termination of this Agreement.

16. Termination. In the event of the material breach of this Agreement by either of the Parties, the other party may elect to terminate this Agreement, upon ten (10) days written notice to the breaching party. The end of the ten (10) day notice period shall be referred to as the Time of Termination.

17. Damages for Breach. In the event of the breach of this Agreement, the injured party shall be entitled to recover from the breaching party its actual damages incurred due to the breach. However, notwithstanding any provision of this Agreement to the contrary, the damages otherwise recoverable shall not exceed the sum of: (a) the amount of any portion of the Project Cost due and owing at the Time of Termination, including but not limited to any Segment Payments due and owing for completed Twenty Kilowatt Segments; (b) the amount of any Payment Retention which is due at the Time of Termination; (c) ninety percent (90%) of a Pro-Rata Segment Payment for partially completed Twenty Kilowatt Segments (for example, 90% of 40% of the Segment Payment amount for a Segment 40% complete at the Time of Termination); and (d) ten percent (10%) of any unearned or un-accrued portion of the Project Cost for each Twenty Kilowatt Segment for which construction has not started at the Time of Termination.

18. No Consequential Damages or Punitive Damages. Neither party to this Agreement shall be liable to the other party for incidental or consequential damages incurred as a result of the breach of this Agreement. Specifically, SELLER shall not be responsible to BUYER for the loss of revenue or other economic damages incurred due to equipment failure, operational failure or shutdown of Power Plant segments or components, regardless of the cause of such failure or shutdown. Further each of the Parties hereby waives any and all claims for punitive or exemplary damages against the other.

19. Assignment. BUYER shall not assign any rights or obligations of BUYER under this Agreement without the express written consent of SELLER, which consent shall not be unreasonably withheld. SELLER shall be entitled to assign its rights and obligations under this Agreement.

20. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained.

21. Indemnification for Breach. Each party agrees to indemnify, defend and hold harmless the other party from and against any and all claims asserted against the other party by reason of, arising out of or in connection with a breach of this Agreement.

22. Entire Agreement. This is the entire Agreement between the Parties and this Agreement shall not be amended except by a written amendment signed by both Parties.

23. Further Assurances. The Parties agree to execute whatever documents and to take whatever action may be required from time to time to effectuate the terms and provisions of this Agreement.

24. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, administrators, executors and assigns of the Parties hereto.

25. Disputes. Any dispute arising out of this Agreement, or the transactions, events or occurrences related thereto, shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Either party may institute an arbitration proceeding by filing a Demand for Arbitration with the American Arbitration Association. All hearings and other proceedings in such arbitration action shall be held in Salt Lake County, State of Utah, unless otherwise agreed by the parties.

26. Jurisdiction and Venue. In the event that Court proceedings are required relating to the arbitration proceedings identified above or for any other reason, such proceedings must be commenced in an appropriate state or federal court located in Salt Lake County, State of Utah. Each of the Parties hereby submits to the jurisdiction of the courts of Salt Lake County, State of Utah, for all matters related to this Agreement, or the transactions, events or occurrences related thereto, and hereby agrees that the courts of Salt Lake County, State of Utah, shall be the sole venue for any and all litigation arising out of this Agreement, or the transactions, events or occurrences related thereto. The provisions of this paragraph shall not be deemed to amend, alter or limit in any way the obligations of the parties under the previous paragraph to submit all disputes to binding arbitration.

27. Attorney Fees and Costs. In the event that either of the Parties institutes arbitration proceedings or litigation proceedings relating to a dispute arising out of this Agreement, or the transactions, events or occurrences related thereto, the prevailing party in the arbitration or litigation, as determined by Utah law, shall be entitled to recover its arbitration costs and fees, arbitrator fees, court costs and attorney fees incurred.

28. Governing Law. This Contract shall be construed and governed according to the laws of the State of Utah.

29. No Presumption Against Drafting Party. This Agreement has been drafted by all Parties and is not to be construed in favor of or against any Party, regardless of which Party drafted or participated in the drafting of its terms.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A counterpart may be provided by facsimile or electronic transmission.

31. Representations and Warranties of Business Entity Parties. Each of the corporations, limited liability companies, or other business entities executing this Agreement represents and warrants that (a) this Agreement and all agreements, instruments and documents of this Agreement provided to be executed by the corporation, limited liability company, or other business entity, are duly authorized, executed and delivered by and are binding upon the business entity; (b) the person executing this Agreement has the legal capacity and authority to enter into this Agreement and consummate the transactions contemplated in this Agreement on behalf of the business entity without the consent or joinder of any other party; and (c) neither the execution and delivery of this Agreement and the documents reference in this Agreement, nor the incurrence of any of the obligations of the business entity set forth in this Agreement conflicts with or results in the breach of any terms, conditions or provisions of any agreement to which the business entity is a party.

Executed the date stated above.

BUYER - Kirk P Galbraith

[Signature] 4 November 2011

By: Nelson R Johnson

Its: Manager

SELLER - X Sun Energy

[Signature]

By: \_\_\_\_\_

Home Address  
148 Hillview  
Richland, WA  
99352  
Telephone  
509-627-2892

PROMISSORY NOTE

\$ \_\_\_\_\_ Salt Lake City, Utah  
\_\_\_\_\_, 201\_\_

FOR VALUE RECEIVED, \_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_ ("Borrower"), whose address is \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ promises to pay to the order of  
\_\_\_\_\_, a \_\_\_\_\_, whose  
address is \_\_\_\_\_,  
\_\_\_\_\_, or its successors or assigns, ("Holder"), in the manner provided in Section 1 below,  
the Principal Sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
payable as set forth below.

1. For the purposes of this Note, a "Business Day" is a day other than a Saturday, Sunday or legal holiday on which banks in Salt Lake City, Utah are authorized or obligated, by law, governmental decree or executive order, to be closed. All principal, interest and other fees and expenses due to Holder under this Note shall be due and payable as follows (in the event the due date is not a Business Day, the due date shall be the first Business Day thereafter):

(a) For the term of this Promissory Note (this "Note"), the unpaid principal balance shall bear interest at the rate of FIVE percent (5%) per annum.

(b) Borrower shall pay thirty (30) Annual Payments, with the first Annual Payment being due on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, each subsequent annual payment being due on the \_\_\_\_\_ day of \_\_\_\_\_ for each year thereafter, and the last Annual Payment being due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, hereinafter be referred to as the "Maturity Date", which is the 30th anniversary date of the first Annual Payment. The amount of each Annual Payment shall be one thirtieth (1/30) of the Principal Sum, plus accrued interest, until the entire Principal Sum, together with all accrued interest thereon, is paid in full. Payments shall be sent to the Holder's address set forth above or to such other address as Holder may designate in writing to Borrower.

(c) Borrower shall pay the entire Principal Sum and all accrued interest by the "Maturity Date".

2. Borrower shall have the right, from time to time and at any time, to prepay all or any part of this Note at any time without payment of any premium or penalty. Borrower agrees that any prepayment shall be made to Holder in the form of cash or other immediately available funds prior to 3:00 p.m. Mountain Time to facilitate investment of such prepayment funds for account of Holder. In the event this deadline is not met, interest will continue to accrue on the unpaid principal balance at the rate specified herein through and including Holder's next regular banking day.

3. All payments received by Holder under this Note shall be applied by Holder in the following order of priority:

a. First, to the payment of all costs of enforcement incurred by Holder under this Note, if any;

b. Second, to the payment of all advances for costs and expenses, as provided in Section 7, and all other expenses incurred by Holder under this Note, if any,

and to the payment of all other sums due to Holder under this Note, if any, exclusive of the sums otherwise described in this Section above or below;

c. Third, to the payment of all accrued and unpaid interest due to Holder under this Note;

d. Fourth, to the payment of all outstanding principal due and payable to Holder under this Note.

4. If any of the conditions or events ("**Events of Default**") set forth below shall occur, time being the essence hereof, then (i) Holder may at any time at Holder's option, without notice to Borrower or any other person, accelerate the indebtedness and declare the entire principal of the Note then remaining unpaid plus the interest that would have accrued on the entire outstanding principal at the default rate (the "**Default Rate**") of eighteen percent (18%) per annum (compounded daily, computed on the basis of a 360 day year and of the actual number of days elapsed from date hereof to the date of the Event of Default) to be due and payable immediately and (ii) without notice and whether or not the principal balance has been accelerated, all outstanding principal shall bear interest at the Default Rate, both before and after judgment, from the date when due until paid in full or the Event of Default is cured to the sole and absolute satisfaction of Holder. Upon acceleration of the indebtedness by reason of an Event of Default, payment hereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Holder in this Note, or as may otherwise be available to Holder at law, in equity or otherwise.

a. Any payment required by this Note is not made when due;

b. Borrower defaults in the performance of or compliance with any other term or covenant contained in this Note and fails to cure such default within ten (10) days of receipt of written notice of such default.

c. Borrower makes an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they become due, or shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, or shall file any answer admitting or not contesting the material allegations of a petition filed against Borrower in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of such Borrower or of all or any substantial part of the properties of Borrower, or Borrower or its directors, officers, trustees, majority shareholders or members shall take any action to commence the dissolution or liquidation of Borrower; or

d. Within 30 days after the service of process on Borrower following commencement of an action against Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such action shall not have been dismissed or if, alternatively, all orders or proceedings thereunder affecting the operations or the business of Borrower have not been stayed, or if the stay of any such order or proceeding shall thereafter be set aside, or if, within 30 days after the appointment without the consent or acquiescence of Borrower of any trustee, receiver or liquidator of

Borrower or of all or any substantial part of the properties of Borrower, such appointment shall not have been vacated.

e. Borrower sells any portion of any collateral pledged by Borrower or any Guarantor to secure this Note.

Any forbearance, failure or delay by Holder to exercise such option shall not be deemed to be a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy. Moreover, no extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note made by agreement between Holder and any other person or party shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Borrower, and any other who may become liable for the payment of all or any part of the obligations under this Note.

5. All past due principal (whether by acceleration or in due course) and, if permitted by applicable law, past due interest, shall, both before and after judgment, bear interest at the Default Rate.

6. The undersigned agrees to pay the holder hereof a "late charge" equal to five percent (5%) of each and any payment due pursuant to this Note which is more than five (5) days in arrears. Such late charge shall be made to cover the extra expense involved in handling delinquent payments.

7. In the event that any payment under this Note is not made at the time and in the manner required (whether before or after maturity), the undersigned agrees to pay on demand any and all costs and expenses (regardless of the particular nature thereof and whether incurred before or after the initiation of suit or before or after judgment) which may be incurred by the holder hereof in connection with the enforcement of this Note, including, but not limited to, all losses, costs and expenses in connection with the exercise, enforcement, protection and preservation of Holder's rights or remedies under this Note or in connection with legal advice relating to the rights or responsibilities of Holder (including court costs, attorneys' fees and disbursements, costs and expenses of collection and the fees and expenses of accountants).

8. The undersigned, and any sureties, guarantors, and endorsers hereof severally waive presentment for payment, demand, protest, notice of protest, notice of dishonor or nonpayment, notice of intent to accelerate the indebtedness hereof or notice of such acceleration, and consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by the holder hereof with respect to the payment or other provisions of this Note. To the extent permitted by applicable law, Borrower hereby waives the right to assert a setoff, counterclaim or deduction in any action or proceeding in which Holder is a participant, or arising out of or in any way connected with this Note. To the extent permitted by applicable law, Holder's rights hereunder shall continue even to the extent that a suit for collection of the Note, or part thereof, is barred by a statute of limitations. Borrower hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Note.

9. Notwithstanding any other provision contained in this Note or in any instrument given to evidence or secure the obligations evidenced hereby: (i) the rates of interest and charges provided for herein and therein shall in no event exceed the rates and charges which



result in interest being charged at a rate equaling the maximum allowed by law; and (ii) if, for any reason whatsoever, the holder hereof ever receives as interest in connection with the transaction of which this Note is a part an amount which would result in interest being charged at a rate exceeding the maximum allowed by law, such amount or portion thereof as would otherwise be excessive interest shall automatically be applied toward reduction of the unpaid principal balance then outstanding hereunder and not toward payment of interest.

10. This Note is delivered in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah without reference to its choice of law rules.

11. Borrower irrevocably consents to the exclusive jurisdiction of the Courts of Utah, or the United States District Court in the State of Utah in any and all actions and proceedings whether arising hereunder or under the Agreement, and irrevocably agrees to service of process by certified mail, return receipt requested, to the address of Borrower set forth herein.

12. Any provision of this Note may be amended, waived, or modified, but only upon the written consent of Borrower and Holder. The unenforceability or invalidity of any provision of this Note shall not affect the enforceability or validity of any other provision of this Note. The terms of this Note shall bind the undersigned and inure to the benefit of Holder and its respective heirs, successors, assigns and legal representatives. Holder may assign all or part of its interest under this Note to any transferee so long as it, as the transferor, provides notice to Borrower of such transfer and provides the name of the transferee.

13. No right or remedy herein conferred upon or reserved to Holder is intended to be exclusive of any other right or remedy and each and every such right and remedy shall be cumulative and shall be in addition to every other right or remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission of Holder in exercising any right or remedy accruing hereunder shall impair any such right or remedy or be construed as a waiver or release thereof.

14. This Note is secured by a Security Agreement of even date herewith.

**15. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS NOTE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. BORROWER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

*(signature page follows)*

IN WITNESS WHEREOF, the undersigned has executed this Note on or as of the date first above written.

MAKER - KIRK P Galbraith <sup>PHONE # 509-627-2891</sup>  
[Signature] <sup>4 NOVEMBER 2011</sup>  
148 HILLVIEW  
RICHLAND, WA  
99352

By: Nelda P. Johnson

Its: Manager (Xcel Energy)

Nelda P. Johnson

DEPOSIT  
TICKET  
TOTAL ITEMS  
1

DEPOSITS MAY NOT  
BE AVAILABLE FOR  
IMMEDIATE WITHDRAWAL.

31-5/12/19

RE-ENTER GRAND TOTAL  
IN SCREENED BOXES

\$ 3570.00

DATE	AMOUNT	DESCRIPTION
11-28-11	3570.00	Check # 3570.00
		CHECKS
		TOTAL CASH
		COINS
		CURRENCY
		DOLLARS
		CENTS

**XSUN ENERGY LLC** 04-11  
4035 S 4000 W  
DESERET, UT 84624

**ZIONS BANK**  
Delta Office  
20 East Main  
Delta, Utah 84624  
www.zionsbank.com

⑆5454⑆0001⑆0580⑆3293⑆

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

Comp 08  
11/23/2011

**RICHARD M. ROWE**  
**JENNALEE ROWE**  
214-592-9434  
3207 LEGEND DRIVE  
MCKINNEY, TX 75070

32-2-1110

425

\$ 3570.00

X Sun Energy LLC

Three Thousand Five Hundred Seventy and no/100

© 2010  
DINNEY CLASSICS

**BANK OF AMERICA**  
ACH R/T 111000025

*Jennifer P...*

⑆111000025⑆004784821967⑆0425



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**Please include with check to XSun Energy**

Name: Rick Powe  
(Same as on customer contract)

Amount enclosed: \$ 3570<sup>00</sup>

AEPA: Shane Saunders  
(Name and ID #)

Attach Check and Mail To:

**XSun Energy, LLC.  
4035 South 4000 West,  
Suite 150  
Deseret, Utah 84624**

**XSUN ENERGY EQUIPMENT PURCHASE AGREEMENT**

**Alternative Energy Systems**

This Equipment Purchase Agreement (the "Agreement") is entered into this day 23, of November 2011, by and between XSun Energy LLC with offices at 4035 South 4000 West, Suite 150, Deseret, Utah 84624, hereinafter referred to as "Seller", and Rick Kowle whose address is 3207 Legend Dr. McKinney, TX 75070 hereinafter referred to as "Purchaser".

**BACKGROUND**

1. Seller is the owner of certain proprietary alternative energy technology, which technology relates to solar energy collection and which technology is utilized for the design and fabrication of certain components which are identified below and which are hereinafter collectively referred to as the "Alternative Energy System".
2. Seller and Purchaser now desire to enter into an agreement whereby Seller will sell Purchaser the Alternative Energy System specifically described below.

**AGREEMENT**

**NOW, THEREFORE, the parties hereto agree as follows:**

**1. Systems Purchased.** Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller the Alternative Energy System(s). The number of Alternative Energy Systems purchased by Purchaser from Seller under this Agreement shall be 34.

Seller shall furnish, deliver, install and startup the Alternative Energy System(s), at a site yet to be determined. When a site is selected, it shall be referred to as the "Installation Site".

**2. Documentation for Potential Tax Benefits.** Seller shall provide to Purchaser all required documentation relating to the Alternative Energy System and its components as requested by Purchaser for federal, state and local review of the Alternative Energy System for potential tax benefits. However, Purchaser hereby expressly acknowledges that neither Seller nor any other person or entity affiliated with Seller has made representations to Purchaser regarding potential tax benefits of this Agreement to Purchaser and Purchaser has relied entirely on hi/her own analysis of potential tax benefits. Purchaser hereby waives any and all claims against Seller and its employees, agents, officers, affiliates and representatives relating to Purchaser's failure to receive any anticipated tax benefit.

**3. Payment Terms.** Purchaser shall pay to Seller the sum of \$3,500 for each Alternative Energy System purchased, hereinafter referred to as the "Purchase Amount" for the purchase of the Alternative Energy System. This includes the cost of delivery, installation and startup, as well as the cost of warranty work performed during the warranty period described below. The Total Purchase Amount shall be paid in accordance with the following schedule:

Option 1:

Initial Down Payment in the amount of \$1,050 (one thousand fifty dollars) for each Alternative Energy System purchased, which shall be paid at the time this agreement is entered into.

Option 2:

Initial Down Payment in the amount of \$1,050 (one thousand fifty dollars) for each Alternative Energy System purchased, which shall be paid with a one-time payment of \$105 (equal to 10% of the down payment) at the time this Agreement is entered into. The balance of \$945 for each Alternative Energy System is to be paid on or before June 30, 2012.

The Installation Date shall be defined as the date the Alternative Energy Equipment has been installed and begins to produce revenue. After the Alternative Energy Equipment has been installed and producing revenue for a five (5) year period, annual payments will begin. The annual payment will be as follows. Thirty Annual Installments in the amount of \$82.00 (Eighty-two dollars) for each Alternative Energy System purchased, hereinafter referred to as "Annual Installments," shall be paid to Seller, the first Installment being due five years following the Installation Date and the last Installment being due Twenty-Nine years thereafter, the Thirty-Five year period from the Installation Date to a date one year following the due date of the last Installment, shall be referred to hereinafter as the "Installment Period" and the schedule of Installment payments shall be referred to hereafter as the "Installment Schedule."

**4. Operations and Management Company.** The Alternative Energy System shall be placed in operation only at and operated only at the Installation Site, and shall be operated and managed for the Installment Period by an independent Operations and Management Company hereinafter referred to as "Operations and Management Company". In the event that Operations and Management Company shall cease to operate and manage the Alternative Energy System for any reason during the Installment Period, a Substitute Operations and Management Company approved by Seller shall be employed to operate and manage the Alternative Energy System. The Substitute Operations and Management Company must be expressly approved by Seller.

**5. Failure to Pay.** In the event that Purchaser fails to pay any of the Annual Installments or any portion thereof, when due, interest shall accrue on the overdue amount at the rate of one and one-half percent (1-1/2%) per month until paid. If Purchaser fails to pay any Annual Installment or any portion thereof when due or within a thirty (30) day grace period thereafter, Seller may immediately, upon written notice to Purchaser, enter the Installation Site and repossess the Alternative Energy System and any and all of the components thereof. In such event, Seller shall be entitled to recover its attorney fees, court costs, arbitration costs, collection costs, repossession fees and expenses incurred in repossessing the Alternative Energy System and any components thereof. In the event that Purchaser voluntarily relinquishes the Alternative Energy System to Seller, and

thereby minimizes the expense to Seller in repossessing the Alternative Energy System, Seller agrees not to report Purchaser to any credit agencies for Purchaser's default, and Purchaser shall receive a credit against the balance owed under the Installment Schedule in an amount equal to the value of the Alternative Energy System as established by an independent, qualified appraiser approved by Purchaser and Seller. The credit for the value of the Alternative Energy System shall be given if Purchaser voluntarily relinquishes the Alternative Energy System, whether the Alternative Energy System is re-sold by Seller or not.

**6. Seller's Rights upon Default.** If Purchaser fails to pay any Annual Installment or any portion thereof when due or within the thirty (30) days grace period thereafter, or if Purchaser becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if Purchaser shall default in any other term of this Agreement, Seller may immediately terminate this Agreement by notice in writing to Purchaser and repossess the Alternative Energy System and all of the components thereof as stated above. In such event, Purchaser shall remain liable for all sums then due and unpaid, less the credit for the value of the repossessed Alternative Energy System as described above, plus a reasonable amount for attorneys' fees and such expenses as may be expended in the repossession of the Alternative Energy System.

**7. Right to Reduce Purchase Amount.** If changes are made to the Internal Revenue Code after the date of this Agreement and prior to January 31, 2012, which materially reduce any tax benefit of this agreement anticipated by the Purchaser, Purchaser may elect to reduce the number of Alternative Energy Systems purchased and the Seller agrees to accept the reduced amount, provided that the reduced amount is not less than the total amount already paid as a down payment or one-time payment. Any notice stating that Buyer wishes to elect a reduction must be emailed (with confirmation of delivery) or must arrive to the Seller via hand delivery, as set forth in this paragraph, on or before Jan 31, 2012.

**8. Warranty.** Seller hereby warrants, for the thirty five (35) year period from the Installation Date to the end of the Installment Period, hereinafter referred to as the "Warranty Period", that the Alternative Energy System shall remain in good operating condition. Seller shall initiate, within five (5) business days following the receipt of written notice that the Alternative Energy System is not operating properly or is not in good operating condition, either directly or through the use of one or more independent maintenance or repair entities, maintenance or repair of the malfunctioning or non-operating components of the Alternative Energy System. Seller shall complete such maintenance or repair work within a reasonable time thereafter. Seller shall be responsible for all material, equipment and labor costs incurred to complete such maintenance and repair work. Seller shall not be responsible for or liable for loss of revenue or other consequential damages sustained by Purchaser due to the failure of the Alternative Energy System to remain in good operating condition. Seller's obligations shall be limited to the maintenance and repair obligations stated herein.

**9. Seller's Warranty Obligations.** Seller hereby warrants, for the thirty five (35) year Warranty Period, the Alternative Energy System and each of the components thereof, from defects in materials and workmanship. Within five (5) business days following the receipt of written notice from Purchaser, Seller shall initiate reasonable efforts to ascertain repair or replacement requirements, to order replacement parts and equipment needed for repair, and to deploy qualified maintenance personnel. The cost of warranty parts, replacement equipment and labor shall be borne by Seller. Seller shall not be responsible for or liable for loss of revenue or other consequential

damages sustained by Purchaser due to defects in materials or workmanship. Seller's obligations shall be limited to the parts, equipment replacement, and repair obligations stated herein.

**10. Target Production Rate.** Seller and Purchaser acknowledge that the Target Production Rate from one Alternative Energy System is 600 peak watts, rated for clear sky conditions at noon, local time, June 21, at a latitude of forty degrees (40 degrees) North (the "Rating Conditions"), and the Warranty Production Rate is ninety-five percent (95%) of the Target Production Rate. Seller hereby warrants that for the initial five year period from the Installation Date to a date five years following the Installation Date, the Warranty Energy Production for the Alternative Energy system, shall be no less than 570 peak watts, at the Rating Conditions.

In the event that the actual peak energy production, at the Rating Conditions, from the Alternative Energy System during the initial five year period is less than the Warranty Energy Production, Purchaser shall have the option to terminate this Agreement and relinquish the Alternative Energy System to Seller. Purchaser shall thereafter have no further obligation under this Agreement to make any further payment or to perform any other obligation to Seller arising under this Agreement, except to cooperate with and assist Seller in obtaining possession of the Alternative Energy System. If Purchaser elects to terminate this Agreement as provided above, Purchaser shall not be entitled to a reimbursement of any portion of the Initial Down Payment. The foregoing option to terminate must be exercised within sixty (60) calendar days following the expiration of the initial five year period and must be exercised by Purchaser providing written notice to Seller.

**11. Waiver for Delays.** Purchaser hereby waives any and all claims against Seller for delays, including but not limited to claims for damages due to delays in preparing plans; delays in applying for or obtaining approvals or permits; delays in the delivery, installation, or start-up; or delays in performing warranty work. This waiver includes any and all direct, indirect or consequential damages.

**12. 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. Seller's liability for any breach under this agreement shall be limited to any amounts actually paid by Purchaser and received by Seller under this Agreement.

**13. Property Insurance.** Purchaser agrees to require Operations and Management Company to maintain property damage insurance on the Alternative Energy System.

**14. Liability Insurance.** Purchaser agrees to require Operations and Management Company to maintain liability insurance to insure against bodily injury, property damage, product liability or other claims related to the design, manufacture, delivery, installation, start-up, operation or maintenance of the Alternative Energy System.

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

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



**17. No Additional Warranties.** Seller makes no representations or warranties, expressed or implied, including the implied warranty of merchantability and fitness, except as expressly stated in this Agreement.

**18. Authorized Personnel.** Purchaser shall not repair, modify or adjust the Alternative Energy System or any component thereof and Purchaser agrees to prohibit anyone other than Seller's authorized personnel to repair, modify or adjust the Alternative Energy System or any component thereof.

**19. Notification to Seller.** Purchaser shall notify Seller immediately of accidents, disabilities, failures or like information concerning the Alternative Energy System.

**20. Warranty Limitations.** In the event the Alternative Energy System becomes inoperable for any reason, except as otherwise provided under the warranty during the Warranty Period, Seller shall not be obligated to furnish a substitute Alternative Energy System or any component thereof. In any event, Seller shall not be liable for any special or consequential damages of any nature resulting from such inoperability.

**21. Operating Site and Guidelines.** Purchaser agrees that the Alternative Energy System shall be used and operated only at the Installation Site and in accordance with the "Safety and Operating Guidelines" which shall be written and set forth by Seller. Purchaser agrees that the Alternative Energy System shall not be relocated by Purchaser without the written consent of Seller.

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

**23. Rights, Liens, Title, and Interest.** Nothing herein conveys to Purchaser any right, title or interest in or to the Alternative Energy System or any component thereof, except as a Purchaser. Seller reserves 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 Alternative Energy System. Purchaser agrees to cooperate with Seller and to execute such documents as may be required or requested by Purchaser to assist Seller in protecting its rights, liens, title and interest in the Alternative Energy System.

**24. Breach of Agreement.** In the event of the breach of this Agreement by either party, the injured party shall be entitled to recover its costs, attorney fees, arbitration costs and arbitration fees incurred in enforcing the agreement and in pursuing appropriate remedies.

**25. Potential Tax Benefits Responsibility of Purchaser.** Seller and Purchaser acknowledge that they each understand that the Alternative Energy System may qualify for certain tax incentives and benefits under the 2005 Energy Policy Act and other statutes. Purchaser agrees to obtain the evaluation and opinion of its own tax attorney or accountant as to any tax matters relating to this Agreement and to the Alternative Energy System. Seller does not guarantee any tax incentive or benefit to Purchaser. Seller hereby transfers to Purchaser any and all energy tax credits, if any, related to the Alternative Energy System. Seller shall not claim any such energy tax credits. Seller and Purchaser agree to the respective initial values of the components of the Alternative Energy System.

**26. Dispute Resolution.** In the event of a dispute arising out of this Agreement or the transactions, events or occurrences related thereto, Seller 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. Seller 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.

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

**28. Entire Agreement.** This is the entire agreement between the parties. This agreement shall not be modified except by written amendment signed by Purchaser and Seller.

**29. Right of Revocation.** Purchaser understands and acknowledges that s/he may revoke this Agreement for a period of up to 14 days after s/he signs it and delivers payment (counting the day it was signed and/or payment received) and that the Agreement will not become effective or enforceable until the 14-day revocation period has expired. To revoke this Agreement, Purchaser must give written notice stating that s/he wishes to revoke to the Seller's authorized sales representative or to the Seller via email to "[cancel@xsunenergy.com](mailto:cancel@xsunenergy.com)". Any notice stating that Purchaser wishes to revoke this Agreement must be emailed (with confirmation of delivery) or must arrive to the Seller via hand delivery, as set forth in this paragraph, on or before the expiration of the 14-day revocation period.

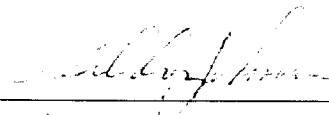
**PURCHASER**

  
\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: 11/23/2011

**XSUN ENERGY, SELLER**

  
\_\_\_\_\_  
(Signature)

Title: MANAGER

Date: \_\_\_\_\_

For Internal Use Only:  
AEPA #: \_\_\_\_\_

3270 Emulator: NWSAA\_Session2

DPTRANI C058MJN Transaction Inquiry 001 12-19-2011

Func: C Account: 0583096920 Appl: SAV Short Name: XSUN ENERGY LLC Pg Adv 000

Prev-Stm	Stm-Date	Previous	Bal	Total-Credits	Total	Debits	Current	Balance
11-30-11	12-31-11	79501.00		297000.00		12.00		376489.00

Proc Eff Serial-Nbr TC Amount DC Srce Time Init Reference L D

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DEPOSIT

PROCESSING DATE	ENDING BALANCE
12-13-11	178,501.00

12-15 12-15 0 0537 198000.00 CR 0000 00-00 12-15 1301001609

WIRE/IN-2011121500004089;ORG T HAD BRUMFIELD JR;OBI REF FOR P

INCOMING WIRE

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TRANSACTION SERVICE FEE WIRE TRANSACTION SERVICE FEE

PROCESSING DATE	ENDING BALANCE
12-15-11	376,489.00

COMMAND====> DPTRANI,C,583096920,SAV,  
 F1=Help F3=Exit F4=Next F11=Break F12=Cancel

CASH 99,000.00  
 CHECKS OF TOTAL FROM OTHER BANKS  
 TOTAL  
 LESS CASH RETURNED

LIST CHECKS SEPARATELY FROM OTHER CHECKS LIST ON REVERSE SIDE

DATE 12-13-11

DEPOSITORS MAY NOT USE AVAILABLE FOR DEPOSIT WITHDRAWAL

**ZIONS BANK**

City Office  
 50 Main Street  
 Dallas, Texas 75201  
 www.zionsbank.com

*Glenda E. Johnson*  
 CUSTOMER SIGNATURE

⑆5005⑆0000⑆0583096920⑆

*Glenda E. Johnson*

Equity Trust Company  
 1101 Wooded Acres  
 Suite 120  
 Waco, TX 76710  
 (254)751-1505

Citibank, N.A.  
 San Francisco, CA 94104  
 90-7118/3311

**CHECK 818449**

December 9, 2011

**\$99,000.00**

**EXACTLY \$99,000 \* DOLLARS AND 00/100 CENTS**

pay to the order of: XSun Energy, LLC

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

VOID AFTER 180 DAYS  
 AUTHORIZED SIGNATURE

*Glenda E. Johnson*

⑆3217184⑆ 201007397⑆

⑆818449⑆

Security Features Included Details on Back

CASH	
CHECK	
CASH ON HAND	
TOTAL	49,500.00
LESS CASH RECEIVED	
	\$ 49,500.00

DATE 11-14-2011

LIST CHECKS EARLY  
IF YOU'RE THRU TO DEPOSIT  
LIST ON REVERSE SIDE

DEPOSIT MAY NOT BE AVAILABLE IMMEDIATELY UPON DEPOSIT

**ZIONS BANK**  
Delta Office  
50 West Main  
Delta, Utah 84504  
www.zionsbank.com

1:500500000: 058 309692 01\*

*Blende E. Johnson*  
CUSTOMER SIGNATURE

**KIRK P. GALBRAITH**  
**PATRICIA GALBRAITH TTES**  
U/A/D 01/14/87  
148 HILLVIEW  
RICHLAND, WA 99352-7828

Morgan Stanley  
Smith Barney 8330  
86-7266/212

Date 4 November 2011

Pay to the Order of X Sun Energy, LLC \$ 49,500

Forty nine thousand five hundred 50/100 Dollars

FINANCIAL MANAGEMENT ACCOUNT  
800-423-7248  
Citibank, N.A. Englewood Cliffs, N.J.

For [Signature] 8330

1:021272650: 1011860166\*

**Alternative Energy System Marketing Referral Fee Contract**

This Marketing Referral Fee Contract is made by and between XSun Energy of 4035 South 4000 West, Deseret, UT 84624, and CHAT Enterprises, LLC

Hereinafter referred to as "Purchaser", with an address of 2938 Scandia Way, Cottonwood Heights, Utah 84093

**In consideration for** (a) the purchase by Purchaser of Alternative Energy Systems as evidenced by the execution of the Equipment Purchase Agreement dated 12-26-11 (hereinafter referred to as "Equipment Purchase Agreement"); (b) the payment by Purchaser to XSun Energy of the initial Purchase payment at the time of signing the Equipment Purchase Agreement; (c) Purchaser agreeing to make and continuing to make the Systems available to XSun Energy as a reference for marketing and sales purposes to show and demonstrate to potential customers; and (d) Purchaser timely making all future payments required under the Equipment Purchase Agreement, Purchaser shall earn and shall thereafter receive a referral fee for services performed by allowing access and use for sales purposes. The Purchaser agrees that the Alternative Energy Systems shall be placed "in service" immediately upon execution of this Contract for this purpose.

For each Alternative Energy System contracted herein, a quarterly credit equivalent to 0.000245% of total new gross revenue ( $0.00000245 \times$  gross revenue) received from XSun Energy in the calendar quarter, times the number of Alternative Energy Systems owned by Purchaser, will be deducted from the outstanding amount owed for Purchaser's Alternative Energy Systems, provided that the Purchaser's amount outstanding is greater than zero. However, the foregoing quarterly credits shall not be used to reduce the amount that must be paid by Purchaser under the Equipment Purchase Agreement for the balance of the down payment, and the credits at any time shall not exceed the balance owed by Purchaser under the Equipment Purchase Agreement.

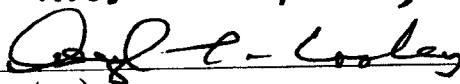
The total amount of the foregoing credits to Purchaser shall be limited to \$2,450.00 for each Alternative Energy System purchased by Purchaser. Once the total amount of the quarterly credits made equal \$2,450.00 times the number of Alternative Energy Systems purchased, no further credits will be made. The number of Alternative Energy Systems used to compute the amount of credit to purchaser shall be reduced to the actual number purchased, if the Purchaser elects to make a reduction under Section 7 of the Equipment Purchase Agreement.

As evidenced by the execution of the Equipment Purchase Agreement, the total number of Systems purchased by Purchaser is One Hundred Ten (110)

This agreement is based upon proof of purchase and down payment has been received in full.

**PURCHASER**

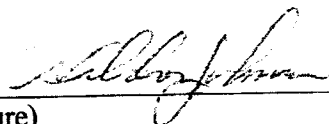
by: CHAT Enterprises, LLC

  
(Signature)

Title: Member

Date: 12-26-2011

**XSUN ENERGY, SELLER**

  
(Signature)

Title: MANAGER

Date: \_\_\_\_\_

For Internal Use Only:

AEPA #: \_\_\_\_\_

DEPOSIT TICKET  
TOTAL ITEMS 2  
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

31-9/1240	88	30,135.00
RE-ENTER GRAND TOTAL IN SCREENED BOXES		
PLEASE RE-ENTER TOTAL HERE		
TOTAL FROM OTHER SIDE OR ATTACHED LIST		
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1		
DATE	2-6-12	
CURRENCY		
COINS		
TOTAL CASH		
CHECKS		
Help Insurance	28,350.00	
Hughes Holding	1785.00	

ZIONS BANK  
We never forget you who keep us in business  
1-800-789-BANK(2265)  
zionsbank.com

30,135.00

⑆5005⑆0000⑆058 309692 0⑆

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

X SUN ENERGY LLC  
1036 S 4000 W 801-366-8981  
DELTA, UT 84624-7888

Comp. G.B. 2017

HUGHES HOLDINGS LLC 09-09 1069  
2853 W 2330 S 97-154285  
SYRACUSE, UT 84075-7055 12/30/2011

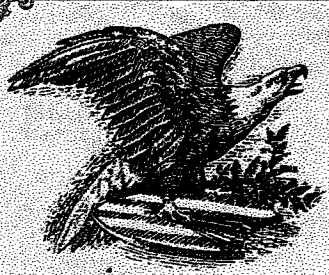
Pay to the Order of X SUN ENERGY, LLC \$ 1,785.<sup>00</sup>

ONE THOUSAND SEVEN HUNDRED EIGHTY FIVE & 100/100 Dollars

CHASE  
JP Morgan Chase Bank, N.A.  
Salt Lake City, Utah 84101  
www.chase.com

SOLAR LEASES

⑆⑆2400⑆545⑆ ⑆40085468⑆1069

 **KELLY'S INSULATION INC** 06-10 2785  
1386 LEGEND HILLS DR 801-425-4618  
SUITE # 170  
CLEARFIELD, UT 84015

Date 12/30/11 97-7751/3243 46

PAY to the order of X SUN Energy \$ 28,350.<sup>00</sup>  
Twenty Eight thousand three hundred fifty Dollars

AMERICA FIRST CREDIT UNION  
America First Federal Credit Union  
P.O. Box 9199  
Ogden, UT 84409  
www.americafirst.com

FOR SOLAR PANELS Confidential Attorney Eyes Only Ra3 005806

⑆002785⑆ ⑆324377516⑆746007468457⑆



DEFUSII  
TICKET  
TOTAL ITEMS  
2

DEPOSITS MAY NOT  
BE AVAILABLE FOR  
IMMEDIATE WITHDRAWAL.

31-9/1240  
88

RE-ENTER GRAND TOTAL  
IN SCREENED BOXES

31	30	29	28	27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
DOLLARS		CENTS		TOTAL CASH		CHECKS		TOTAL CASH		CHECKS		TOTAL CASH		CHECKS		TOTAL CASH		CHECKS		TOTAL CASH		CHECKS		TOTAL CASH		CHECKS		TOTAL CASH		

DATE 2-6-12

PLEASE RE-ENTER TOTAL HERE

39135.00

**ZIONS BANK**  
We haven't forgotten who helps us in business  
1-800-789-BANK(2265)  
zionsbank.com

\$ 30,135.00

⑆5005⑆0000⑆058 309692 0⑆

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

**X SUN ENERGY LLC**  
1036 S 4000 W 801-366-8981  
DELTA, UT 84624-7888

Comp. G.B. 2017  
12/30/2011

HUGHES HOLDINGS LLC 09-09 1069  
2853 W 2330 S 97-154285  
SYRACUSE, UT 84075-7055 1240

12/30/2011

Pay to the Order of X SUN ENERGY, LLC \$ 1,785.<sup>00</sup>

ONE THOUSAND SEVEN HUNDRED EIGHTY FIVE & 100/100 dollars

**CHASE**  
JPMorgan Chase Bank, N.A.  
Salt Lake City, Utah 84101  
www.Chase.com

THE SOLAR LEASE

⑆⑆2400⑆545⑆ ⑆40085468⑆1069

**KELLY'S INSULATION INC** 06-10 2785  
1386 LEGEND HILLS DR 801-425-4618  
SUITE # 170  
CLEARFIELD, UT 84015

Date 12/30/11 97-7751/3243 46

PAY to the order of X SUN Energy \$ 28,350.<sup>00</sup>

Twenty Eight thousand three hundred fifty Dollars

**AMERICA FIRST CREDIT UNION**  
America First Federal Credit Union  
P.O. Box 9199  
Ogden, UT 84409  
www.americafirst.com

FOR SOLAR PANELS

Confidential Attorney Eyes Only

⑆002785⑆ ⑆324377516⑆746007468457⑆

⑆A3 005806

DEPOSIT TICKET  
TOTAL ITEMS 2  
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

DATE	CURRENCY	COINS	TOTAL CASH	CHECKS	TOTAL
12-30-11				Paul Jones 2100.00 Douglas Cooley 11,550.00	
					13,650.00

XSUN ENERGY LLC  
4036 S 4000 W 801-366-9881  
DELTA, UT 84624-7880

ZIONS BANK  
We know! Forget us in business!  
1-800-789-BANK(2265)  
zionsbank.com

RE-ENTER GRAND TOTAL IN SCREENED BOXES

\$ 13,650.00

⑆50050000⑆ 058 309692 0⑆

GRAND TETON NATIONAL PARK 1058

Douglas C. Cooley 03-88  
2938 Scandia Way 801-943-2849  
Cottonwood Heights, UT 84093

Pay to the Order of

Date

\$ 11,550.00

Bank of America

AMERICA FIRST CREDIT UNION  
America First Federal Credit Union  
P.O. Box 8198  
Ordain, UT 84409  
www.americafirst.com

Eleven Thousand Nine Hundred Fifty Dollars

Paul A. Jones Trust 03/04  
Paul A. Jones Trs, Lori A. Jones Trs  
3052 N Snow Canyon Pkwy Unit 2  
Saint George, UT 84770-6163

⑆324377516⑆ 746002794246⑆ 1058

Wells Fargo Bank, N.A.  
WELLS FARGO BANK

Pay to the Order of

Date

\$ 2100.00

Xsun Energy  
Twenty One hundred Dollars

WELLS FARGO BANK  
Wells Fargo Bank, N.A.  
Utah  
wellsfargo.com

For Paul Jones

20 Solar credits AUS

⑆1216002971⑆ 0381237700⑆ 02251

Account Account

DEPOSIT TICKET  
TOTAL ITEMS 7

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

315/124C 58

RE-ENTER GRAND TOTAL IN SCREENED BOXES

DATE	CURRENCY	COINS	TOTAL CASH	CHECKS	TOTAL FROM OTHER SIDE OR ATTACHED LIST	PLEASE RE-ENTER TOTAL HERE
1-6-12				1850.00		
				310.00		
				945.00		
				1050.00		
					13,705.00	

**ZIONS BANK**  
Delta Office  
20 East Main  
Delta, Utah 84624  
www.zionsbank.com

**X SUN ENERGY LLC**  
4035 S 4000 W  
DESERET, UT 84624

\$ 12,705.00

Ashlyn Lewis  
Trevor Lewis  
1150 South 850 East  
Spanish Fork, UT 84660  
(801) 798-3601

Pay to the Order of  
**X SUN ENERGY**  
**ONE THOUSAND AND FIFTY AND NO/100** Dollars \$1050

**Key Bank**  
Orem, UT  
1-800-KEY-2-YOU  
www.key.com

Smile!  
It can always get better from here!

For **SOLAR PANELS**

⑆ 24000737⑆ 440740055346⑆ 2303

**THOMAS J. VETH**  
98 OCEAN BLVD.  
ATLANTIC HIGHLANDS, NJ 07716-1532

3441

55-138/212

DATE 12-31-11

PAY TO THE ORDER OF **X SUN ENERGY, LLC** \$ **210.00**

**Two Hundred Ten & 00/100** DOLLARS



ATLANTIC HIGHLANDS OFFICE  
1 BAYSHORE PLAZA  
ATLANTIC HIGHLANDS, NEW JERSEY 07716

*[Signature]*

MEMO

**GEOFFREY M. MASLAK**  
**DBA SAL'S MOTOR CORRAL**  
29412 HWY 160 E.  
DURANGO, CO 81303  
(970) 259-8170

8812

82-55/1021 01

DATE 12-31-11

PAY TO THE ORDER OF

*X Sun Energy*

\$ 210.00

DOLLARS



**FIRST NATIONAL BANK OF DURANGO**

259 W 9th Street, PO Box 2910  
Durango, CO 81302-2910  
www.fnbdurango.com 970-247-3020  
Member FDIC

FOR

*[Signature]*

Confidential Attorney Eyes Only

Ra3 005828

*Gift Cert 9/9*

STEPHEN J LANGAN 10-08  
141 WEST FRONT STREET  
RED BANK, NJ 07701

564

55-136/312  
299

*DEC 31 2011*  
Date

Pay to the Order of *X SUN ENERGY LLC* \$ *10,500.00*  
*Ten Thousand and Five Hundred 00/100* Dollars

Security Features Begin on Back



Bank  
America's Most Convenient Bank®

*[Signature]*

For *100 units*

⑆03⑆20⑆360⑆ 7870⑆4082⑆⑆⑆ 0564

MP

Handwritten Bank

TO Bank, N.A.

-----  
**Please include with check to XSun Energy**

CR# 2303

Name: TREVOR LEWIS  
(Same as on customer contract)

Attach Check and Mail To:

Amount enclosed: \$ 1050<sup>00</sup>

**XSun Energy, LLC.  
4035 South 4000 West,  
Suite 150  
Deseret, Utah 84624**

AEPA: 111  
(Name and ID #)

DEPOSIT  
TICKET  
TOTAL ITEMS

7

DEPOSITS MAY NOT  
BE AVAILABLE FOR  
IMMEDIATE WITHDRAWAL.

305/1240 58

RE-ENTER GRAND TOTAL  
IN SCREENED BOXES

TOTAL ITEMS		CENT	DOLLARS	CENTS
TOTAL FROM OTHER SIDE OR ATTACHED LIST				
PLEASE RE-ENTER TOTAL HERE				
28				
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CHECKS				
TOTAL CASH				
COINS				
CURRENCY				
DATE 1-6-18				

**ZIONS BANK**  
 Delta Office  
 20 East Main  
 Delta, Utah 84624  
[www.zionsbank.com](http://www.zionsbank.com)

Ashlyn Lewis  
 Trevor Lewis  
 1150 South 850 East  
 Spanish Fork, UT 84660  
 (801) 798-3601

Pay to the Order of **ONE THOUSAND AND FIFTY AND NO/100 DOLLARS**  
**X SUN ENERGY \$1050**  
**SMILE! It can always get better from here!**  
**Key Bank**  
 Orem, UT  
 1-800-KEY-2-YOU  
[www.key.com](http://www.key.com)

FOR SOLAR PANELS

⑆ 24000737⑆ 440740055346⑆ 2303

3441  
 55-138/212  
 THOMAS J. VETH  
 98 OCEAN BLVD.  
 ATLANTIC HIGHLANDS, NJ 07716-1532  
 DATE 12-31-11

PAY TO THE ORDER OF **TWO HUNDRED TEN \$00/100**  
**X SUN ENERGY, LLC \$210.00**  
**Two Hundred Ten \$00/100 DOLLARS**



*[Signature]*

**GEOFFREY M. MASLAK**  
**DBA SAL'S MOTOR CORRAL**  
 29412 HWY 160 E.  
 DURANGO, CO 81303  
 (970) 259-8170

8812  
 82-55/1021  
 01

PAY TO THE ORDER OF **X Sun Energy** \$ **210.00**  
 TWO HUNDRED TEN AND NO/100 DOLLARS



**FIRST NATIONAL BANK OF DURANGO**  
 259 W 9th Street, PO Box 2910  
 Durango, CO 81302-2910  
[www.fnbdurango.com](http://www.fnbdurango.com) 970-247-3020  
 Member FDIC

FOR *[Signature]* MP

*Gift Cert 9/9*

STEPHEN J LANGAN 10-08  
141 WEST FRONT STREET  
RED BANK, NJ 07701

564

55-136/312  
299

*DEC 31 2011*  
Date

Pay to the Order of *X SUN ENERGY LLC* \$ *10,500*  
*Ten Thousand and Five Hundred 00/100* Dollars

Security Features Begin on Back



Bank  
America's Most Convenient Bank®

*[Signature]*

For *100 units*

⑆031201360⑆ 7870140824⑈

0564

MP

To Bank, N.A.

-----  
**Please include with check to XSun Energy**

CR# 2303

Name: TREVOR LEWIS  
(Same as on customer contract)

Attach Check and Mail To:

Amount enclosed: \$ 1050<sup>00</sup>

**XSun Energy, LLC.  
4035 South 4000 West,  
Suite 150  
Deseret, Utah 84624**

AEPA: 111  
(Name and ID #)



CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

⑆5005⑆0000⑆058 309692 0⑆⑆

*See list on back of list*

**ZIONS BANK**  
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 zionsbank.com

\$

**X SUN ENERGY LLC**  
 4035 S 4000 W 801-369-5951  
 DELTA, UT 84624-7989

DATE	CURRENCY	DOLLARS	CENTS
1-3-12	COINS		
	TOTAL CASH		
	CHECKS		
1	Robert Turner	1050	00
2	Stanley Estrom	735	00
3			
4			
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28			
<b>TOTAL FROM OTHER SIDE OR ATTACHED LIST</b>			
<b>PLEASE RE-ENTER TOTAL HERE</b>			

RE-ENTER GRAND TOTAL IN SCREENED BOXES

31-5/1240 58

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

TOTAL ITEMS  
 DEPOSIT TICKET

Please include with check to XSun Energy

Name: Stanley + Carolyn Robbins  
(Same as on customer contract)

Attach Check and Mail To:

**XSun Energy, LLC.**  
**4035 South 4000 West,**  
**Suite 150**  
**Deseret, Utah 84624**

Amount enclosed: \$ 735<sup>00</sup>

AEPA: Aepa 171-522011  
(Name and ID #) Jerry + Julia Bay

-----  
**Please include with check to XSun Energy**

*11/3/18 deposit*

Name: Robert Lee Lewis Jr  
(Same as on customer contract)

Attach Check and Mail To:

Amount enclosed: \$ 1050

**XSun Energy, LLC.  
4035 South 4000 West,  
Suite 150  
Deseret, Utah 84624**

AEPA: 110-4122011  
(Name and ID #)

**DEPOSIT TICKET**

DATE	DOLLARS	CENTS	TOTAL CASH	CHECKS	TOTAL ITEMS	PLEASE RE-ENTER TOTAL HERE	
						AMOUNT	DESCRIPTION
8-8-12	315	00	315 00	315 00	315 00	315 00	315 00

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

RE-ENTER GRAND TOTAL IN SCREENED BOXES

315.00

ZIONS BANK  
 1-800-789-BANK (2265)  
 zionbank.com

⑆5005⑆0000⑆058 309692 0⑆

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

comp, 99, end

1317	92-3797241	05
Date 31 Jan 2012		
PAY TO the order of XSUN Energy LLC		\$ 315.00/XX
Three hundred fifteen and no/100		Dollars <input checked="" type="checkbox"/>
Syringa Bank		
1028 West Main Street Middletown, Idaho 83644		
FOR XSUN Unit down payments		Alson
⑆24103757⑆0502003403⑆		1317

Please include with check to XSun Energy

Name: Aries Ganir

Attach Check and Mail To:

Amount enclosed: \$ 315.00

**XSun Energy, LLC.**  
**4035 South 4000 West,**  
**Suite 150**  
**Deseret, Utah 84624**

AEPA: 110-4122011  
 (Name and ID #)

Confidential Attorney Eyes Only

Ra3.006078

Addendum #1

Equipment Purchase Agreement

This addendum will take precedence over current language in the contract titled "Equipment Purchase Agreement", under "Agreement", "#3 Payment Terms", "Option 2", which states:

"Initial Down Payment in the amount of \$1,050 (one thousand fifty dollars) for each Alternative Energy System purchased, which shall be paid with a one-time payment of \$105 (equal to 10% of the down payment) at the time this Agreement is entered into. The balance of \$945 for each Alternative Energy System is to be paid on or before June 30, 2012."

Purchaser (HUGHES HOLDINGS), and Seller (XSON ENERGY), agree to the below adjustment to the language of the above stated provision in the "Equipment Purchase Agreement" contract.

New binding language states:

"Initial Down Payment in the amount of \$1,050 (one thousand fifty dollars) for each Alternative Energy System purchased, which shall be paid with a one-time payment of \$105 (equal to 10% of the down payment) at the time this Agreement is entered into. The balance of \$945 for each Alternative Energy System is to be paid no later than December 31, 2012, with the parties agreeing that buyer shall expedite payments to seller as quickly as allocated funds become available.

If the balance of the initial Down Payment is not received by the Seller by the stated date, Seller will have the power to cancel the Equipment Purchase Agreement contract. If the Seller chooses to cancel the Equipment Purchase Agreement because of non-payment from the Purchaser, the initial down payment shall be returned to Purchaser, and the contract shall be cancelled and no longer in force or binding to either party."

Purchaser [Signature]

Date \_\_\_\_\_

Seller [Signature]

Date 2-7-12

Addendum #1

Equipment Purchase Agreement

This addendum will take precedence over current language in the contract titled "Equipment Purchase Agreement", under "Agreement", "#3 Payment Terms", "Option 2", which states:

"Initial Down Payment in the amount of \$1,050 (one thousand fifty dollars) for each Alternative Energy System purchased, which shall be paid with a one-time payment of \$105 (equal to 10% of the down payment) at the time this Agreement is entered into. The balance of \$945 for each Alternative Energy System is to be paid on or before June 30, 2012."

Purchaser (KELLY'S INSULATION), and Seller (XSON ENERGY), agree to the below adjustment to the language of the above stated provision in the "Equipment Purchase Agreement" contract.

New binding language states:

"Initial Down Payment in the amount of \$1,050 (one thousand fifty dollars) for each Alternative Energy System purchased, which shall be paid with a one-time payment of \$105 (equal to 10% of the down payment) at the time this Agreement is entered into. The balance of \$945 for each Alternative Energy System is to be paid no later than December 31, 2012, with the parties agreeing that buyer shall expedite payments to seller as quickly as allocated funds become available.

If the balance of the initial Down Payment is not received by the Seller by the stated date, Seller will have the power to cancel the Equipment Purchase Agreement contract. If the Seller chooses to cancel the Equipment Purchase Agreement because of non-payment from the Purchaser, the initial down payment shall be returned to Purchaser, and the contract shall be cancelled and no longer in force or binding to either party."

Purchaser *Rudolf Kelley*

Date \_\_\_\_\_

Seller *Nathan Johnson*

Date 2-7-12

DEPOSIT TICKET

TOTAL ITEMS

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

31-5/1240 88

RE-ENTER GRAND TOTAL IN SCREENED BOXES

DATE	SAVINGS	CURRENCY	COINS	TOTAL CASH	CHECKS	TOTAL FROM OTHER SIDE OR ATTACHED LIST	PLEASE RE-ENTER TOTAL HERE
6-21-12					183,500.00		183,500.00

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 zionsbank.com

**XSLIN ENERGY LLC**  
 4036 S. 4000 W. 801-389-6661  
 DELTA, UT 84024-7969

\$ 183,500.00

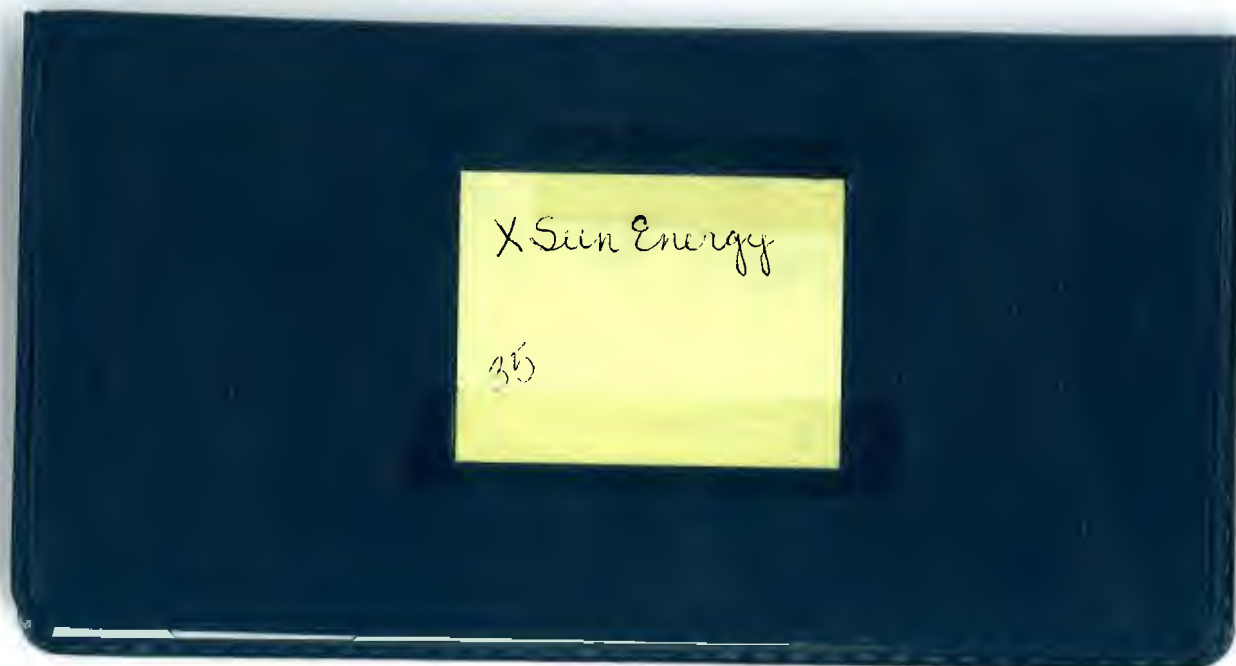
⑆5005⑆0000⑆058 309692 0⑆

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

**BRIAN E KOZAR** 1508 84-362/654  
 2474 N Turnberry Ave  
 Zachary, LA 70791  
 order # 322-124-6282011200  
 purchase number 322-6142011  
 AEP# 10# 133-6102011  
 DATE 6/18/2012

PAY TO THE ORDER OF X Seen Energy, LLC \$ 183,500.00  
*One hundred eighty three thousand five hundred and 00/100 DOLLARS*

**REGIONS**  
 FOR Partial payment on 300 loan system seen & for no  
 ⑆065403626⑆ 4302276488⑆01508  
 Hybrid Check





AD - Automatic Deposit • AP - Automatic Payment • ATM - Cash Withdrawal • DC - Debit Card • FT - Funds Transfer • SC - Service Charge • TD - Tax Deductible							
NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE, WITHDRAWAL (-)		✓	DEPOSIT, CREDIT (+)	\$ BALANCE
	5/4	Check printing fee	12	85			99 00 12 85 86 15
	6/9	Dep. 31,500.00 Brian Koyar, Glenn Gardner			✓	47,250 00	47,250 00 47,336 15
	7/7	Dep. 3360.00 315.00 9660.00 N. Lewis, R. Lewis, G. Orchard			✓	13,335 00	13,335 00 60,671 15
101		void	<del>335</del>	45	✓		
102	7/15	Refco comm.	315	00	✓		315 00 60,356 15
102	7/15	Roger Hamblin comm	315	00	✓		315 00 60,041 15
104	7/16	Kirk Newman comm	315	00	✓		315 00 59,726 15
105	7/15	La Grand Johnson comm	315	00	✓		315 00 59,411 15
106	7/15	metalyn Lewis comm	315	00	✓		315 00 59,096 15
107	7/15	Paul Brennan comm	2835	00	✓		2835 00 56,261 15
	6/21	First ACH	136	65	✓		136 65 56,124 50
108	7/18	RaPower Chase Hamblin	950	00	✓		950 00 55,174 50

⑆24000054⑆ 058 01329 3⑈ 0123

AD - Automatic Deposit • AP - Automatic Payment • ATM - Cash Withdrawal • DC - Debit Card • FT - Funds Transfer • SC - Service Charge • TD - Tax Deductible									
NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT FEE WITHDRAWAL (-)		DEPOSIT CREDIT (+)	BALANCE			
						\$55,174.58			
		Dep Chase Hampden			950.00	950.00			
109	7/20	Blende Johnson Rent + Utilities June + July	4000.00			56,124.50			
	7/23	Dep Mel Anderson			1260.00	4100.00			
	7/31	Dep Ryan Saunders			11,235.00	52,124.50			
	7/5	Dep First ACH			136.65	12,600.00			
	7/29	Intuit Quick books checks	163.94			53,384.50			
110	8/16	AEPA Comm	315.00	4		11,235.00			
2001	8/16	Supco Comm	415.80	✓		64,619.50			
2002	8/16	Digital Wave Energy LLC Comm	415.80	4		136.65			
2003	8/16	Kirk Newman Comm	415.80	✓		64,756.15			
2004	8/16	Re Solargy Comm	415.80	✓		163.94			
2005	8/16	Netaleyn Lewis Comm	415.80	4		64,592.21			
2006	8/16	AEPA Organization Comm	415.80	4					

⑆ 124000054⑆ 058 01329 3⑈ 0123

AD - Automatic Deposit • AP - Automatic Payment • ATM - Cash Withdrawal • DC - Debit Card • FT - Funds Transfer • SC - Service Charge • TD - Tax Deductible									
NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE, WITHDRAWAL (-)		✓	DEPOSIT, CREDIT (+)			
							\$ 61,782.41		
2007	8/16	Shene Robert Saunders Comm.	1123	50	✓		1123	50	
							60,658	91	
2008	8/16	Lewis Initiatives Comm.	1459	50	✓		1459	50	
							59,199	41	
2009	8/16	Paul Joseph Brennan Comm.	1417	50	✓		1417	50	
							57,781	91	
111	8/17	Glenda Johnson Utilities + rent	2000	00	✓		2000	00	
							55,781	91	
112	8/26	Solco 1 energy project	5000	00	✓		5000	00	
*Statement	9/1	Ra Power		00	✓		50,781	91	
113	9/26	went to Ra Power, Glen Hardner	15750				15,750	00	
							35,031	91	
114	9/26	Glenda Johnson Utilities + Rent	2000	00	✓		2,000	00	
							33,031	91	
	9/22	Dep w/Ch. Medkem			✓	1890	00	1,896	00
							34,921	91	
115	11/7	Glenda Johnson Rent	2000	00	✓		2000	00	
							32,921	91	
	11/7	Transfer to Savings	30,000	00	✓		30,000	00	
							2,921	91	
2010	11/16	Kirk Newman Comm	18	90	✓		18	90	
							2,903	01	
2011	11/16	Natalyn Lewis 3 Comm	18	90	✓		18	90	
							2,884	11	
2012	11/16	Lewis Initiatives, LLC Comm	189	00	✓		189	00	
							2,695	11	

⑆ 24000054⑆ 058 01329 3⑈ 0123

AD - Automatic Deposit • AP - Automatic Payment • ATM - Cash Withdrawal • DC - Debit Card • FT - Funds Transfer • SC - Service Charge • TD - Tax Deductible									
NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE, WITHDRAWAL (-)		✓	DEPOSIT, CREDIT (+)	BALANCE		
							\$	2,695	11
2013	11/16	AEPA Organization comm	18	90	✓			18	90
								2,676	21
2014	11/16	Sepco comm	18	90	✓			18	90
								2,657	31
2015	11/16	Rasolaris comm	18	90	✓			18	90
								2,638	41
2016	11/16/11	Digital Wave Energy, LLC	18	90	✓			18	90
								2,619	51
116	11/22	US Postal Larry Nelson - for contract	18	30	✓			18	30
								2,601	21
117	11/23	Central Utah Aero LLC		38	✓			207	38
			207					2,393	83
	11/28	Dep Richard (rick) Rowe			✓	3,570	00	3,570	00
	12/13	Dep John Michaelson			✓			2,205	00
						2,205	00	8,168	83
118	12/30	US Postal stamps	47	96	✓			2,104	96
								8,120	87
119	1/10	Drug Shepherd 1% comm. Chad Brunfield	1,980	00	✓			1,980	00
								2,140	87
	1/6/12	Dep 1050.00 210.00 945.00 10,500.00 T. Lewis, T. Voth, H. Maslak, S. Langston			✓		00	12,705	00
								18,845	87
2020	1/25	Paul Jones comm	1,155	00	✓			1,155	00
								17,690	87
2023	1/25	Scott Maxfield comm		25	✓			110	25
			110					17,580	62

FOR  
 ⑆124000054⑆ 058 01329 3⑈ 0123

AD - Automatic Deposit • AP - Automatic Payment • ATM - Cash Withdrawal • DC - Debit Card • FT - Funds Transfer • SC - Service Charge • TD - Tax Deductible									
NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT FEE, WITHDRAWAL (-)	✓	DEPOSIT, CREDIT (+)	BALANCE			
						\$17,520	62		
2025	1/25	Shere Robert Saunders Comam	357	00	✓			357	00
2026	1/26	Roger Hamblin Digital Wave Comm	299	25	✓			17,223	62
2027	1/25	Defco Comm	194	25	✓			299	25
2028	1/25	Rasolarogy LaBrand Johnson Comm	194	25	✓			16,924	37
2029	1/25	AEPA Natalyn Lewis Comm	194	25	✓			194	25
2030	1/25	Natalyn Lewis	194	25	✓			16,720	12
2031	1/25	Kirk Newman	194	25	✓			194	25
	1/25	Transfer to Savings #18433172	14,000	00	✓			15,953	12
	2/22	Transfer Dep for payroll checks			✓	00		14,000	00
2032	2/22	Sunny Bay Comm	73	50	✓	2000		1,953	12
2033	2/22	Solartec (Jason Clement) Comm	1165	50	✓			2,000	00
2034	2/22	Digital Wave Energy Comm	174	30	✓			3,953	12
2035	2/22	Defco Comm	174	30	✓			73	50
								3,879	62
								1165	50
								2,714	12
								174	30
								2,539	82
								174	30
								2,365	52

⑆ 24000054 ⑆ 058 01329 3 ⑆ 0123

AD - Automatic Deposit • AP - Automatic Payment • ATM - Cash Withdrawal • DC - Debit Card • FT - Funds Transfer • SC - Service Charge • TD - Tax Deductible									
NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE, WITHDRAWAL (-)	✓	DEPOSIT, CREDIT (+)	BALANCE			
						\$ 2,365.52			
2036	2/22	La Solery (La Grand Johnson) COMM	174	30		174	30		
2037	2/22	Kirk Newman COMM	174	30	✓	2,191	22		
2038	2/22	Bruce Kitchie COMM	388	50	✓	1,743	92		
2039	2/22	A&PA (Natalyn Lewis) COMM	174	30	✓	1,569	62		
2040	2/22	Natalyn Lewis COMM	174	30	✓	1,395	32		
	2/16	Safety Exp	65	00	✓	1,330	32		
	3/30	Deposit			✓	2,000	00		
120	3/30	Glenda Johnson rent & utilities	2000	00	✓	1,330	32		
	6/7	Deposit Transfer from savings				6,703	00		
121	6/7	Glenda Johnson for plane expenses (6 months)	6,702	03		1,603	27		
122	6/11	Glenda Johnson plane fuel (may)	77	60		1,526	67		

⑆ 24000054⑆ 058 01329 3⑈ 0123



7

71 111216 548402 07 01

Cell 1 of 1 DT7DS  
124000054 0583096920

WUN

**XSUN ENERGY LLC**  
4035 S 4000 W 801-369-5951  
DELTA, UT 84624-7989



## Deposit Tickets

Call us today to order  
business checks,  
accessories and supplies!

*Multi  
savings  
12-30-11  
70*

DATE	CURRENCY	DOLLARS	CENTS
	COINS		NGS
	TOTAL CASH		
	CHECKS		
	Paul Jones	2100	00
	Douglas Lotay	13550	00
3			
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28	TOTAL FROM OTHER SIDE OR ATTACHED LIST		
	PLEASE RE-ENTER TOTAL HERE	13760	00

**XSUN ENERGY LLC**  
 4035 S 4000 W 801-369-5951  
 DELTA, UT 84624-7989

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 zionsbank.com

\$

13760.00

**DEPOSIT TICKET**

TOTAL ITEMS  
 [ ]

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

31-5/1240  
 58

RE-ENTER GRAND TOTAL IN SCREENED BOXES

⑆5005⑉0000⑆ 058 309692 0⑈

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT



DATE 1-2-17

	DOLLARS	CENTS
CURRENCY		
COINS		
TOTAL CASH		
CHECKS		
1		
2		
3		
4		
5		
6		
7		
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9		
10		
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12		
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TOTAL FROM OTHER SIDE OR ATTACHED LIST		
PLEASE RE-ENTER TOTAL HERE	1785	00

**DEPOSIT TICKET**  
TOTAL ITEMS

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

31-5/1240  
58

RE-ENTER GRAND TOTAL IN SCREENED BOXES

**XSUN ENERGY LLC**  
4035 S 4000 W 801-369-5951  
DELTA, UT 84624-7989

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zionsbank.com

\$ 1785.00

⑆5005⑉0000⑆ 058 309692 0⑈

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.



DATE	2-6-13	DOLLARS	CENTS	INGS
CURRENCY				
COINS				
TOTAL CASH				
CHECKS	4,178.00			
2	1,000.00			
3				
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28				
TOTAL FROM OTHER SIDE OR ATTACHED LIST				
PLEASE ENTER TOTAL HERE				3,135.00

**XSUN ENERGY LLC**  
 4035 S 4000 W 801-369-5951  
 DELTA, UT 84624-7989

**ZIONS BANK**  
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 zionsbank.com

\$

3,135.00

**DEPOSIT TICKET**

TOTAL ITEMS

DEPOSITS MAY NOT  
 BE AVAILABLE FOR  
 IMMEDIATE WITHDRAWAL.

31-5/1240  
 58

RE-ENTER GRAND TOTAL  
 IN SCREENED BOXES

⑆5005⑈0000⑆ 058 309692 0⑈

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT

DATE 2-8-12

	DOLLARS	CENTS
CURRENCY		
COINS		
TOTAL CASH		
CHECKS		
1	215	00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
TOTAL FROM OTHER SIDE OR ATTACHED LIST		
TOTAL	215	00

**X SUN ENERGY LLC**  
 4035 S 4000 W 801-369-5951  
 DELTA, UT 84624-7989

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\$

**DEPOSIT TICKET**  
 TOTAL ITEMS

1

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

31-5/1240  
58

RE-ENTER GRAND TOTAL IN SCREENED BOXES

215.00

⑆5005⑈0000⑆ 058 309692 0⑈

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT

DEPOSIT

DATE 4-16-12

DATE	CURRENCY	COINS	TOTAL CASH	CHECKS	DOLLARS	CENTS	NGS
				<u>6090.00</u>			
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
TOTAL FROM OTHER SIDE OR ATTACHED LIST							
PLEASE RE-ENTER TOTAL HERE							
							<u>6090.00</u>

**XSUN ENERGY LLC**  
4035 S 4000 W 801-369-5951  
DELTA, UT 84624-7989

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\$

6090.00

⑆5005⑆0000⑆058 309692 0⑆

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT

**DEPOSIT TICKET**  
TOTAL ITEMS  
1

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

31-5/1240  
58

RE-ENTER GRAND TOTAL IN SCREENED BOXES

DATE	CURRENCY	COINS	TOTAL CASH	CHECKS	DOLLARS	CENTS
				1	183	00
				2		
				3		
				4		
				5		
				6		
				7		
				8		
				9		
				10		
				11		
				12		
				13		
				14		
				15		
				16		
				17		
				18		
				19		
				20		
				21		
				22		
				23		
				24		
				25		
				26		
				27		
				28		
				TOTAL FROM OTHER SIDE OR ATTACHED LIST		
				PLEASE RE-ENTER TOTAL HERE	183	00

**XSUN ENERGY LLC**  
 4035 S 4000 W 801-369-5961  
 DELTA, UT 84624-7989

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\$

183,900.00

**DEPOSIT TICKET**

TOTAL ITEMS

1

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

31-5/1240  
58

RE-ENTER GRAND TOTAL IN SCREENED BOXES

⑆5005⑆0000⑆ 058 309692 0⑆

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT



AD - Automatic Deposit • AP - Automatic Payment • ATM - Cash Withdrawal • DC - Debit Card • FT - Funds Transfer • SC - Service Charge • TD - Tax Deductible									
NUMBER OF CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWAL (-)	✓	DEPOSIT CREDIT (+)	\$	BALANCE		
	<del>4/7</del>	<del>Deposit Harry Nelson</del>			<del>99,000</del>	<del>00</del>	<del>99,000</del>	<del>00</del>	
	<del>11/14</del>	<del>Dep. Kirk Halbraith 1 plant</del>			<del>49,500</del>	<del>00</del>	<del>49,500</del>	<del>00</del>	
	<del>12/13</del>	<del>Dep Harry Nelson (Equity Trust Co) 2 plants</del>			<del>99,000</del>	<del>00</del>	<del>99,000</del>	<del>00</del>	
	<del>12/15</del>	<del>Thad Brumfield 4 plants</del>			<del>198,000</del>	<del>00</del>	<del>198,000</del>	<del>00</del>	
	<del>12/15</del>	<del>Service fee</del>	<del>00</del>	<del>✓</del>			<del>12</del>	<del>00</del>	
	<del>12/15</del>	<del>Wire transfer Thad Brumfield 12</del>					<del>376,489</del>	<del>00</del>	
1005	<del>12/29</del>	<del>Jay Shepard</del>	<del>00</del>	<del>✓</del>			<del>3,960</del>	<del>00</del>	
	<del>12/29</del>	<del>Thad Brumfield comm</del>	<del>3960</del>				<del>372,529</del>	<del>00</del>	
1006	<del>12/29</del>	<del>Roger Hamblin (Illegal Ware) comm</del>	<del>00</del>	<del>✓</del>			<del>14,850</del>	<del>00</del>	
	<del>12/11</del>	<del>Kirk Halbraith + Harry Nelson 14850</del>					<del>357,679</del>	<del>00</del>	
1007	<del>12/29</del>	<del>Spencer Hiffin III</del>	<del>00</del>	<del>✓</del>			<del>15,840</del>	<del>00</del>	
	<del>12/29</del>	<del>Thad Brumfield comm</del>	<del>15,840</del>				<del>341,839</del>	<del>00</del>	
	<del>12/30</del>	<del>Dep 2100.00 11,550.00 P Jones, W. Cooley</del>			<del>13,650</del>	<del>00</del>	<del>13,650</del>	<del>00</del>	
	<del>12/30</del>	<del>Dep 1050.00 735.00 R. Lewis, S. Robbins</del>			<del>1785</del>	<del>00</del>	<del>1785</del>	<del>00</del>	
	<del>12/30</del>	<del>Interest</del>				<del>78</del>	<del>73</del>	<del>78</del>	
	<del>12/28</del>	<del>Check Printing deposit books</del>	<del>21</del>	<del>55</del>	<del>✓</del>		<del>21</del>	<del>55</del>	
	<del>12/11</del>	<del>Dep 105.00 George Foster 2,685.00 Bruce Ritchie Agency + Steve, A. B. 105.00</del>			<del>2,940</del>	<del>00</del>	<del>2,940</del>	<del>00</del>	
	<del>12/11</del>	<del>Bruce Ritchie Agency + Steve, A. B. 105.00</del>			<del>2,940</del>	<del>00</del>	<del>3,026</del>	<del>23</del>	



AD - Automatic Deposit • AP - Automatic Payment • ATM - Cash Withdrawal • DC - Debit Card • FT - Funds Transfer • SC - Service Charge • TD - Tax Deductible										
NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE, WITHDRAWAL (-)	✓	DEPOSIT, CREDIT (+)	BALANCE				
						\$360,266	23			
	7/10/18	Dep \$1785.00 \$28,350.00 Hughes Holdings, Kelly's Insulation		✓	38,135	30,135	00			
	7/16	Wells Fargo Bank Xsun to Xsun cashiers check	1000	✓		39,040	23			
	7/18	Dep A. Henier		✓	315	1,000	00			
		Dep Transfer		✓	14,000	389,716	23			
	7/22	Transfer to checking	2000	✓		14,000	00			
	7/30	Transfer to checking rent + utilities	2000	✓		2,000	00			
	4/5	Deposit interest		✓	255	401,716	23			
	4/16	Dep MellAnderson		✓	6090	255	69			
	6/21/18	Dep Brankoyar MD		✓	183,500	6,090	00			
						406,061	92			
						183,500	00			
						589,561	92			

# ZIONS BANK

## Transaction Receipt

Deposits and payments received after regular business hours and on Saturdays will be credited the following business day. This transaction receipt should be retained until you have verified it with your statement. The validation hereon displays the date, location, type, and amount of transaction. All items received are subject to terms and conditions furnished by Zions Bank.

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away at [www.zionsbank.com](http://www.zionsbank.com)

*X New Savings*

Savings Deposit 6920 04/16/12  
Amount \$6,090.00  
Balance Current \$406,061.92  
Available \$399,971.92  
13:21 058 05 9541

990166 Rev 06/10

[zionsbank.com](http://zionsbank.com) Member FDIC



-----  
**Please include with check to XSun Energy**

Name: Bruce Ritchie  
(Same as on customer contract)  
Amount enclosed: \$ 105.<sup>00</sup>  
AEPA: ☒ James & Natalyn Lewis  
(Name and ID #)

Attach Check and Mail To:

**XSun Energy, LLC.**  
**4035 South 4000 West,**  
**Suite 150**  
**Deseret, Utah 84624**

-----  
**Please include with check to XSun Energy**

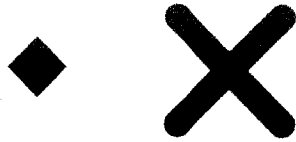
Name: Aries Ganir  
(Same as on customer contract)

Amount enclosed: \$ 105.<sup>00</sup>

AEPA: Bruce Ritchie 110-4122011  
(Name and ID #)

Attach Check and Mail To:

**XSun Energy, LLC.  
4035 South 4000 West,  
Suite 150  
Deseret, Utah 84624**



4/24/19

**Please include with check to XSun Energy**

Name: Steve Atchley  
(Same as on customer contract)

Amount enclosed: \$ 105.00

AEPA: 110-4122011  
(Name and ID #) Bruce Ritchie

Attach Check and Mail To:

**XSun Energy, LLC.**  
**4035 South 4000 West,**  
**Suite 150**  
**Deseret, Utah 84624**



-----  
**Please include with check to XSun Energy**

Name: George Foster  
(Same as on customer contract)

Amount enclosed: \$ 2,625.<sup>00</sup>

AEPA: Bruce Pitzche 110-4122011  
(Name and ID #)

Attach Check and Mail To:

**XSun Energy, LLC.  
4035 South 4000 West,  
Suite 150  
Deseret, Utah 84624**