

EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement (the "Agreement") is entered into this ____ of _____, 20____ by and between SolCo1, LLC with principal offices at 2730West 4000 South, Oasis, UT 84624, hereinafter referred to as "Seller", and _____, whose address is _____ hereinafter referred to as the "Buyer".

Recitals

WHEREAS, Seller is authorized to sell components and entire systems 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(s)".

WHEREAS, Seller and Buyer now desire to enter into an agreement whereby Seller will sell Buyer the Alternative Energy System(s) or components of the Alternative Energy System(s) specifically described below, which is referred to herein as the "Property".

NOW, THEREFORE, the parties hereto agree as follows:

Agreement

1. Property Purchased: Seller hereby sells to Buyer and Buyer hereby purchases from Seller the Property identified below, in the quantity stated:

2. Documentation for Potential Tax Benefits: Upon request Seller shall provide to Buyer documentation relating to the Property for use in substantiating potential tax benefits related to the Property, if any. However, Buyer hereby expressly acknowledges that neither Seller nor any other person or entity affiliated with Seller has made representations to Buyer regarding potential tax benefits of this Agreement or the purchase of the Property, or any portion or component thereof, to Buyer and Buyer has relied entirely on his/her own analysis of potential tax benefits. Buyer hereby waives any and all claims against Seller and its employees, agents, officers, affiliates and representatives relating to Buyer's failure to receive any anticipated tax benefits.

3. Payment Terms: Buyer shall pay to Seller the sum of \$3,500.00 for each unit of the Property, identified as a quantity number in Section 1 of this Agreement, hereinafter referred to as the "Purchase Amount" for the purchase of the Property. The Purchase Amount 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:

Buyer shall pay an initial deposit to be applied against the Purchase Amount in the amount of \$650.00 (six hundred fifty dollars) for each unit of the Property purchased, which shall be paid at the time this Agreement is executed by the Buyer.

The remaining balance of the Purchase Amount shall be paid in annual installments as follows:

Buyer and Seller acknowledge that Buyer intends, with the consent of Seller, which is hereby expressly granted, within 30 days of the date of execution of this Agreement, to lease the Property for a term of 30 years to a third party lessee identified below. If, within 30 days of the date of execution of this Agreement, the Property is leased by Buyer to the third-party lessee identified below, or to another third party lessee selected by Buyer and consented to in writing by Seller, then the remaining balance of the Purchase Amount shall be paid as follows:

The Buyer shall pay the Seller thirty (30) annual payments in the amount of \$135.00 (one hundred thirty five dollars) for each unit of the Property purchased under this Agreement. Such payments from Buyer to the Seller are hereinafter referred to as "Annual Installments." The first Annual Installment shall be due one year following the Installation Date (defined below) and the last Installment being due thirty (30) years thereafter. Buyer and Seller agree that interest shall accrue on the unpaid balance of the Purchase Amount at the rate of Two and One Half Percent (2.5%) per annum, compounded annually, beginning on the Installation Date and continuing until the balance is paid in full. The Thirty 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." The Installation Date shall be defined as the date the Property has been installed and begins to produce revenue. Buyer and Seller acknowledge that the foregoing \$135.00 Annual Installment payment amount for each unit of the Property purchased has been calculated to provide for an approximate thirty (30) year amortization of the balance of the Purchase Amount after reduction by the Initial Deposit Amount stated above, at the interest rate stated above.

If the Buyer leases the Property to a third party lessee as described above, in the event that the total annual lease amount paid by the third party lessee leasing the property, during any year of the Installment Period, is less than the Annual Installment that is owed to the Seller, due to a lack of production or reduced production from the Property by the leasing company, then the Annual Installment payment amount for that year will be reduced by the amount that the Installment payment amount exceeds the total lease amount paid by the third party lessee.

If Buyer fails or refuses to enter into a lease for the Property with a third party lessee within 30 days of the date of this Agreement, for a lease-term of at least five (5) years, then the remaining balance of the Purchase Amount shall be paid within one year of the date of this Agreement. If Buyer fails or refuses to enter

into a subsequent lease for Property with a third party lessee upon the expiration of a lease prior to the expiration of the Installment Period, then the unpaid balance of the Purchase Amount, including accrued interest, shall be due within thirty (30) days following the expiration of any such lease for the Property.

4. Operations and Management Company: At the Buyer's sole discretion, the Property may be leased to, placed in operation by, and be utilized by LTB, LLC, the 3 address of which is: 2730West 4000 South, Oasis, UT 84624, (the "Operations and Management Company"). The terms of a separate agreement between the Buyer and the Operations and Management Company shall set forth the relationship and 3 obligations between the Buyer and Operations and Management Company.

5. Failure to Pay: In the event that Buyer 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 (1.5%) per month until paid. If Buyer 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 Buyer, enter the Installation Site and repossess the Property. 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 Property and any components thereof. In the event that Buyer voluntarily relinquishes the Property to Seller, and thereby minimizes the expense to Seller in repossessing the Property, Seller agrees not to report Buyer to any credit agencies for Buyer's default, and Buyer shall receive a credit against the balance owed under the Installment Schedule in an amount equal to the value of the Property as established by an independent, qualified appraiser approved by Buyer and Seller. The credit for the value of the Property shall be given if Buyer voluntarily relinquishes the Property, whether the Property is re-sold by Seller or not.

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

7. Assignment of Lease Payments: So long as Buyer has a remaining balance of the Purchase Amount outstanding, Buyer hereby assigns absolutely to Seller all leases, rents, issues, royalties, and profits of the Property, whether now existing or hereafter arising. Until all payments of the Purchase Amount have been made or a default occurs, as set forth above, Seller shall be permitted to collect all such rents, issues, royalties, and profits earned prior to such event of default as they become due and payable. If such an event of default occurs, Seller's privilege to collect any of such

monies and enjoy the benefits of such Property shall remain, or at Seller's sole election Buyer may receive back the right, as stated above, with or without taking possession of the Property, to collect all leases, rents, royalties, issues, and profits and enjoy the benefits of such Property. Failure of or discontinuance by Seller at any time or from time-to-time to collect any such moneys shall not in any manner affect the subsequent enforcement by Seller of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Seller to collect, shall be, or be construed to be, an affirmation by Seller of any tenancy, lease, or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Agreement to any such tenancy, lease or option.

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 Property shall remain in good operating condition. Seller shall initiate, within five (5) business days following the receipt of written notice that the Property 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 Property. 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 Buyer due to the failure of the Property to remain in good operating condition. Seller's obligations shall be limited to the maintenance and repair obligations stated herein.

9. Waiver for Delays: Buyer 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.

10. 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 Buyer and received by Seller under this Agreement.

11. Property Insurance: Buyer agrees to require Operations and Management Company to maintain property damage insurance on the Property.

12. Liability Insurance: Buyer 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 Property.

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

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

15. 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.

16. Authorized Personnel: Buyer shall not repair, modify or adjust the Property or any component thereof and Buyer agrees to prohibit anyone other than Seller's authorized personnel to repair, modify or adjust the Property or any component thereof.

17. Notification to Seller: Buyer shall notify Seller immediately of accidents, disabilities, failures or like information concerning the Property.

18. Warranty Limitations: In the event the Property 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 Property 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.

19. Operating Site and Guidelines: Buyer agrees that the Property 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. Buyer agrees that the Property shall not be relocated by Buyer without the written consent of Seller.

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

21. Rights, Liens, Title, and Interest: Nothing herein conveys to Buyer any right, title or interest in or to the Property or any component thereof, except as a Buyer. 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 Property. Buyer agrees to cooperate with Seller and to execute such documents as may be required or requested by Buyer to assist Seller in protecting its rights, liens, title, and interest in the Property.

22. 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.

23. Potential Tax Benefits and Responsibility of Buyer: Seller and Buyer acknowledge that they each understand that the Property may qualify for certain tax incentives and benefits. However, Buyer hereby expressly acknowledges that neither Seller nor any other person or entity affiliated with Seller has made representations to Buyer regarding potential tax benefits of this Agreement or the purchase of the Property, or any portion or component thereof, to Buyer and Buyer has relied entirely on his/her own analysis of potential tax benefits. Buyer hereby waives any and all claims against Seller and its employees, agents, officers, affiliates and representatives relating to Buyer's failure to receive any anticipated tax benefits. Buyer 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 Property. Seller hereby transfers to Buyer any and all energy tax credits, if any, related to the Property. Seller shall not claim any such energy tax credits. Seller and Buyer agree to the respective initial values of the components of the Property.

24. 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.

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

26. Entire Agreement: This is the entire agreement between the parties. This agreement shall not be modified except by written amendment signed by Buyer and Seller.

27. Right of Revocation: Buyer understands and acknowledges that she/he may revoke this Agreement for a period of up to 14 days after she/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, Buyer must give written notice stating that she/he wishes to revoke to the Sellers authorized sales representative or to the Seller via email to[glendaejohnson@hotmail.com]. Any notice stating that Buyer 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.

Executed by Buyer and Seller the date stated above.

BUYER:

SELLER:

(Signature of Buyer)

(Printed Name of Buyer)

By: Neldon P. Johnson

Its: Manager