



782 S River Road #348  
St George, UT 84790  
Phone: (435) 669-9225  
Fax: (435) 674-4308

rick@northstartaxservices.com

9/06/2016

Mr. Steven Miller  
Internal Revenue Service  
Small Business and Self Employed  
50 South 200 East M/S 4106SM  
Salt Lake City, UT 84111

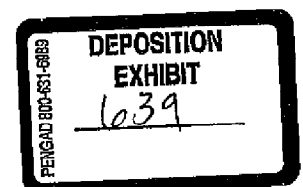
RE: Llnday R. Davis SS# XXX-XX-8222

2015 Tax Return Audit

Dear Mr. Miller

The following information is in request to your information document request sent to the taxpayer concerning her 2015 tax return.

First the taxpayer is not in the **solar energy business**, this is a complete misunderstanding. The taxpayer is in the business of renting tangible personal property the lenses. The lenses are used to produce heat. They are not solar panels that are used to produce electricity. The solar lenses are a modified version of the Fresnel lens invented in 1822 and used in movie theaters and light houses today.



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Jameson 005146

PLEX00639

## **INFORMATION DOCUMENT REQUEST**

### **ITEM 1: Sch. C Deprecation information.**

The taxpayer's depreciation worksheet is attached (A-1 page), showing all lenses purchased and date placed in services. Also attached are copies (B-10 pages) of the invoices for the lenses purchased. Also attached are copies of the cancelled checks and bank statements showing the payment for the lenses .

The taxpayer paid \$63,000 for lenses in 2011. The credit was \$18,900 for 2011. Half of the credit for each year reduced the basis of the lenses, as per The Emergency Economic Stabilization Act of 2008, HR 1424, Public Law 110-343.

The taxpayer is allowed the deduction for depreciation of the lenses placed in service as per Treasury Regulation 1.46-3(d)(2) that states in part: "in the case of property acquired by the taxpayer for use in her trade or business (or for the production of income), the following are examples of cases where property shall be considered in a condition or state of readiness and availability for a specifically designed function: (i) Parts are acquired and set aside during the taxable year for operational time loss. Also (iii) Equipment is acquired for a specifically assigned function and is operational but is undergoing testing to eliminate any defects. The taxpayer's purchase and rental of the solar lenses does meet these requirements.

### **ITEM 2: Solar Energy Credit Form 3800 (C-3 pages) showing the carry forward credit.**

As stated earlier the taxpayer is not in the energy business she is in the business of renting equipment. Therefore, there are no documents concerning an operating power plant.

### **ITEM 3: Operation and Maintenance Agreement.**

Attached is a copy of the agreement with LTB, LLC for the taxpayer's solar lenses (D-9 pages).

Item 4: Placed in Service Letter.

Attached is a copy of the Placed in Service letter that clearly shows the lenses are in service and do qualify for the depreciation deduction and the solar energy credit (E-1 page).

The United States Supreme Court's decision in *Frank Lyon Co v. United Sates*, 435 U.S. 561 (1978) was the key factor that the sale/lease back transaction was the substantial economic investment made by the buyer/lessor. The Supreme Court's decision to up hold the sale leaseback transaction was based in large measure the significance of the buyer lessor's economic investment.

See *Franklin Estate v. Commissioner*, 64 T. C. 752 (1975), 544 F.2d 1045(9th Cir. 1976) where the buyer will make a substantial economic investment in solar lenses.

Also see *Sowerby v. Commissioner*, 47 T.C.M. 897 (1984), *Larsen v. Commissioner*, 89 T.C. 1229 (1987) and *Truman Bowen v. Commissioner*, 12 T. C. 446, acquiescence, C.B. 1951-2.

#### DESCRIPTION OF BUSINESS.

The taxpayer is in the business of leasing solar lenses to be used to produce heat for various purposes by the company (LTB LLC ) renting the lenses. Treasury Regulation Section 1.469-5T(a) which states very clearly that the taxpayer only needs to meet one of the 7 tests in this regulation. Test #2 states "The taxpayer does substantially all the work in the activity". Simply stated because the taxpayer does all the work in his business of leasing tangible personal property (the solar lenses) the income or loss will be non-passive. There is no specific number of hours associated with this test. In addition, the term "substantially" is not defined in the regulations.

The Small Business/Self-Employed section of the IRS web site defines self employment as "an activity carried on for livelihood or in the good faith to make a profit".

Beginning in 1991, the IRS issued instructions for the Form 1040, Schedules C and E that stated "Use Schedule C to report income and expenses from the rental of personal property, such as equipment or vehicles".

Beginning in 1992, the IRS added an instruction on the face of the Schedule E to "report income and expenses from the rental of personal property on Schedule C or C-EZ".

Publication 334 Tax Guide for Small Business, page 21 states "If you are in the business of renting personal property (equipment, vehicles, formal wear, etc.), include the rental amount you receive in your gross receipts on Schedule C or C-EZ.

The following court cases reinforce the requirement of reporting the income and expenses on a Schedule C or C-EZ for the business of renting tangible personal property. See *Stevenson v. Commissioner* 57 T.C.M. 1032 (1989) and *Walker v. Commissioner* 101 T.C. 537 (1993).

There is one other important fact. The taxpayer is also allowing International Automated Systems to use the solar lenses for advertising purposes and research and development. This will allow the taxpayer a bonus payment that will be sizeable.

Therefore, the taxpayer is currently engaged in a business activity and entitled to all normal business deductions as per IRC Section 162.

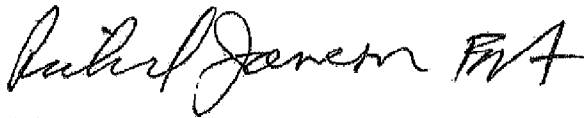
One other important point is the Kirton/McConkie legal memorandum which states in part "So long as a Buyer's principal activity is something other than the performance of personal services, the Buyer will be able to use the credits and losses attributable to the Solar Lenses to offset active income from other sources". Copy supplied earlier for your review.

Also the Anderson Law Center P C letter explaining the potential tax advantages of the lenses. Copy supplied earlier for your review.

Therefore we request that the taxpayer's 2015 tax return be approved as filed.

I hope that this answers your questions. Please call me if you have any other questions.

Thank You,

A handwritten signature in black ink, appearing to read "Richard Jameson" followed by a stylized monogram or initials.

Richard Jameson MST, MGFE, EA

cc: Lindsay Davis

## Detail Report - Sch C: 02

12/31/2015

LINDSAY R DAVIS

-8222

Item No.	Description of Property <small>must indicate DISPOSED</small>	Date Placed in Service	Business Use %	Cost or Other Basis	Sec. 179 Deduction	Special Allowance	Recovery Basis	Rec Period	Method	Convention Code	Prior Accum. Deprec., 179, Bonus	2015 Current Deprec.	2015 Accum. Deprec.
1	LENSES	11/9/2011	100.00%	8,925	0	0	8,925	5.0	200DB	MQ4	7,094	976	8,070
2	LENSES	12/19/2011	100.00%	44,625	0	0	44,625	5.0	200DB	MQ4	35,469	4,882	40,351
	SubTotals			53,550	0	0	53,550				42,563	5,858	48,421
	Less: Disposed Assets			( 0 )	( 0 )	( 0 )	( 0 )				( 0 )	( 0 )	( 0 )
	Ending Totals			53,550	0	0	53,550				42,563	5,858	48,421

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# RaPower3

Solar Power

Shopping Cart

0 item(s) - \$0.00

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## Order Information

### Account

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#### Order Details

Invoice No.: 1162-1551-12102011411  
 Order ID: 65867  
 Date Added: 12/19/2011

Payment Method: Cheque / Money Order Instructions

#### Payment Address

LINDSAY DAVIS  
 1540 WASHINGTON ST #4  
 SAN FRANCISCO, California 94108 United States

#### Product Name

00% Lens Purchase

#### Model

Lens00

#### Quantity

18

#### Price

\$845.00

#### Total

\$15,120.00

#### Sub-Total

\$15,120.00

#### Total

\$15,120.00

#### Order Comments

Due \$8,500.00  
 1/8/13 \$1,000.00 Ck#1106  
 4/25/13 2,700.00 Ck#978  
 6/22/12 \$2,000.00 Ck#954  
 5/17/12 \$2,100.00 ACH  
 4/18/12 \$420.00 Ck#958

\$2310.00

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PLEX00639.0007



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#### Order Details

Invoice No.: 1162-2999-102720121102  
Order ID: 83809  
Date Added: 10/27/2012

Payment Method: Cheque / Money Order Instructions

#### Payment Address

LINDSAY DAVIS  
1840 WASHINGTON ST #4  
SAN FRANCISCO, California 94109 United States

Product Name	Model	Quantity	Price	Total
80% Lens Purchase	Lens90	33	\$845.00	\$27,885.00
Sub-Total:				\$27,885.00
Total:				\$27,885.00

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 0 item(s) - \$0.00

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#### Order Details

Invoice No.: 1162-2399-102720121102  
 Order ID: #2399  
 Date Added: 10/27/2012

Payment Method: Cheque / Money Order Instructions

#### Payment Address

LINDSAY DAVIS  
 1640 WASHINGTON ST #4  
 SAN FRANCISCO, California 94109 United States

Product Name	Model	Quantity	Price	Total
10% Lens Purchase	Lens10	25	\$109.00	\$3,675.00
			Sub-Total:	\$3,675.00
			Total:	\$3,675.00

#### Order Comments

TenPercentCheck,  
 Edit Notes: 1st Payment Received changed to: True : Payment number: 1 was exported to Quickbooks : ; By: Glenda Johnson Date: 11/6/2012

#### Order History

Date Added	Status	Comment
11/30/2001	Pending	Edit Notes: 1st Payment Received changed to: True : Payment number: 1 was exported to Quickbooks : ; By: Glenda Johnson Date: 11/6/2012

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### Order Details

Invoice No.: 1162-1501-1210211411  
 Order ID: #1891  
 Date Added: 12/19/2011

Payment Method: Cheque / Money Order Instructions

### Payment Address

LINDSAY DAVIS  
 1840 WASHINGTON ST #4  
 SAN FRANCISCO, California 94109 United States

Product Name	Model	Quantity	Price	Total
10% Lens Purchase	Lens10	10	\$105.00	\$1,050.00
Sub-Total:				\$1,050.00
Total:				\$1,050.00

### Order Comments

TenPercentCheck  
 Edit Notes: 1st Payment Received changed to: True ; Payment number: 1 was exported to Quickbooks : ;; By: Glenda Johnson Date: 12/23/2011  
 Edit Notes: Purchase Amount Changed: \$10,500.00 ; Purchase Amount Changed: \$10,500.00 ; Purchase Type changed from: TenPercentCheck to: TenPercentCheck ; Payment number: 2 was exported to Quickbooks : ;; By: Glenda Johnson Date: 4/16/2012  
 Edit Notes: Payment number: 3 was exported to Quickbooks : ;; By: Glenda Johnson Date: 5/17/2012  
 Edit Notes: Payment number: 4 was exported to Quickbooks : ;; By: Glenda Johnson Date: 5/22/2012  
 Edit Notes: Payment number: 5 was exported to Quickbooks : ;; By: Glenda Johnson Date: 5/1/2013

### Order History

Date Added	Status	Comment
11/30/2001	Pending	<p>Edit Notes: 1st Payment Received changed to: True ; Payment number: 1 was exported to Quickbooks : ;; By: Glenda Johnson Date: 12/23/2011            Edit Notes: Purchase Amount Changed: \$10,500.00 ; Purchase Amount Changed: \$10,500.00 ; Purchase Type changed from: TenPercentCheck to: TenPercentCheck ; Payment number: 2 was exported to Quickbooks : ;; By: Glenda Johnson Date: 4/16/2012            Edit Notes: Payment number: 3 was exported to Quickbooks : ;; By: Glenda Johnson Date: 5/17/2012            Edit Notes: Payment number: 4 was exported to Quickbooks : ;; By: Glenda Johnson Date: 5/22/2012            Edit Notes: Payment number: 5 was exported to Quickbooks : ;; By: Glenda Johnson Date: 5/1/2013</p>

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Solar Power

Shopping Cart

0 Item(s) - \$0.00

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### Order Details

Invoice No.: 1182-1400-119201244  
 Order ID: #1488  
 Date Added: 11/09/2011

Payment Method: Cheque / Money Order Instructions

### Payment Address

LINDSAY DAVIS  
 1640 WASHINGTON ST #4  
 SAN FRANCISCO, California 94109 United States

### Product Name

100% Lens Purchase

### Model

Lens100

### Quantity

2

### Price

\$1,050.00

### Total

\$2,100.00

### Sub-Total:

\$2,100.00

### Tax:

\$2,100.00

### Order Comments

#### PaidInFullCheck

Edit Notes: 1st Payment Received changed to: True ; Payment number: 1 was exported to Quickbooks ; ; By: Glenda Johnson Date: 12/1/2011  
 Edit Notes: Payout Processed changed to: False ; ; By: Chris Taylor Date: 12/16/2011  
 Edit Notes: 1st Payment Processed changed to: False ; ; By: Chris Taylor Date: 12/16/2011  
 Edit Notes: Number of Units value changed to: 2 ; ; By: Glenda Johnson Date: 4/18/2012  
 Edit Notes: Purchase Amount Changed: \$2,100.00 ; Purchase Amount Changed: \$2,100.00 ; Purchase Type changed from: TenPercentCheck to: TenPercentCheck ; Payment number: 2 was exported to Quickbooks ; ; By: Glenda Johnson Date: 4/18/2012  
 Edit Notes: Purchase Amount Changed: \$2,100.00 ; Purchase Type changed from: TenPercentCheck to: PaidInFullCheck ; ; By: Glenda Johnson Date: 8/22/2012

### Order History

Date Added	Status	Comment
------------	--------	---------

11/30/2011	Complete	
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Edit Notes: 1st Payment Received changed to: True ; Payment number: 1 was exported to Quickbooks ; ; By: Glenda Johnson Date: 12/1/2011  
 Edit Notes: Payout Processed changed to: False ; ; By: Chris Taylor Date: 12/16/2011  
 Edit Notes: 1st Payment Processed changed to: False ; ; By: Chris Taylor Date: 12/16/2011  
 Edit Notes: Number of Units value changed to: 2 ; ; By: Glenda Johnson Date: 4/18/2012  
 Edit Notes: Purchase Amount Changed: \$2,100.00 ; Purchase Amount Changed: \$2,100.00 ; Purchase Type changed from: TenPercentCheck to: TenPercentCheck ; Payment number: 2 was exported to Quickbooks ; ; By: Glenda Johnson Date: 4/18/2012  
 Edit Notes: Purchase Amount Changed: \$2,100.00 ; Purchase Type changed from: TenPercentCheck to: PaidInFullCheck ; ; By: Glenda Johnson Date: 8/22/2012

Print Order

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Chase Online

Wednesday, March 23, 2016

Check Details for Check Number 959

Post Date	Amount	Account number	Routing number
04/17/2012	\$2,310.00	[REDACTED]	[REDACTED]

Check Images (Front and Back)

LINDSAY R. DAVIS  
3540 WASHINGTON ST., APT. 4  
SAN FRANCISCO, CA 94109-0144

00-7102/9222  
37A2084050

959

DATE 4/12/12

PAY TO THE ORDER OF Pa Power 3 \$ 2310.00

Two thousand three hundred ten and 00/100

WASHINGTON NATIONAL

Washington National Bank, an Equal Opportunity Lender  
4100 California Street, Suite 1000  
San Francisco, CA 94118  
941-700-7000

PAID BY Pa Power

[REDACTED] 0959

PAID BY Pa Power 3 LLC

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CHASE

May 12, 2012 through June 13, 2012

Primary Account: [REDACTED]

## TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
05/17	Card Purchase 8304 05/16 S F M T A Parking San Francisco CA Card	- 4.00	2,880.99
05/17	Rapower 3 Autopay PPD ID: 1271522043	- 2,100.00	780.99
05/18	ATM Cash Deposit	260.00	1,040.99
05/18	Card Purchase 8304 05/17 S F M T A Parking San Francisco CA Card	- 3.25	1,037.74
05/18	05/18 Online Payment [REDACTED] To Redwood Credit Union	- 300.00	737.74
05/18	05/18 Online Payment [REDACTED] To AT&T Mobility	- 108.10	631.64
05/18	05/18 Online Payment [REDACTED] To Bank of America	- 60.00	571.64
05/18	05/18 Online Payment [REDACTED] To US Bank	- 100.00	471.64
05/21	ATM Check Deposit	160.00	631.64
05/21	Card Purchase 8304 05/18 Lombardi's Sports San Francisco CA Card	- 60.00	691.64
05/21	Card Purchase 8304 05/19 S F M T A Parking San Francisco CA Card	- 149.74	541.90
05/21	Card Purchase 8304 05/19 S F M T A Parking San Francisco CA Card	- 2.00	539.90
05/21	05/20 Online Payment [REDACTED] To Redwood Credit Union	- 578.76	161.14
05/22	Sauce Llo Direct Dep PPD ID: 9111111101	286.98	458.12
05/22	Card Purchase 8304 05/21 S F M T A Parking San Francisco CA Card	- 4.00	454.12
05/23	05/23 Online Transfer To Mma...4819 Transaction#: [REDACTED]	- 295.00	159.12
05/24	Card Purchase 05/24 Sneak Peek Corn 650-641-8551 CA Card 8304	- 141.00	18.12
05/26	ODP Transfer From Savings [REDACTED]	60.00	68.12
05/26	Online Transfer From Mma...6368 Transaction#: [REDACTED]	15.00	83.12
05/26	05/26 Transfer To Mma Xxxxx6368	- 25.00	58.12
05/26	24 Hour Fitness Dues PPD ID: 4842899899	- 31.99	26.13
05/26	ODP Transfer Fee	- 10.00	16.13
05/29	ATM Cash Deposit	260.00	296.13
05/29	Card Purchase 8304 05/26 S F M T A Parking San Francisco CA Card	- 2.50	293.63
05/30	Card Purchase 05/29 Raley's #321 San Pablo CA Card 8304	- 77.09	216.54
05/31	Card Purchase 8304 05/30 Jennifer & Todd's CA El Sobrante CA Card	- 23.78	192.76
05/31	Card Purchase 05/30 Walgreens #897 San Francisco CA Card 8304	- 20.60	172.16
06/01	ATM Cash Deposit	280.00	452.16
06/01	ATM Check Deposit	100.00	552.16
06/04	ATM Cash Deposit	580.00	1,132.16
06/04	06/02 Online Payment [REDACTED] To Pg & E	- 203.94	928.22
06/04	06/02 Online Payment [REDACTED] To Comcast	- 182.18	746.04
06/04	06/03 Online Payment [REDACTED] To Sallie Mae	- 350.00	396.04
06/04	Card Purchase 8304 06/03 Donation Welcome Horn 619-961-189 CA Card	- 40.00	356.04
06/04	Altec Insurance PPD ID: 1580883085	- 60.90	295.14
06/05	ATM Check Deposit	1,150.00	1,445.14
06/05	ATM Cash Deposit	268.00	1,713.14
06/05	Sauce Llo Direct Dep PPD ID: 9111111101	278.76	1,992.90
06/05	Card Purchase 8304 06/04 S F M T A Parking San Francisco CA Card	- 4.00	1,988.90
06/06	Card Purchase With Pin 06/06 Tootsie Toes San Francisco CA Card 8304	- 31.00	1,957.90

Chase Online

Wednesday, March 23, 2016

## Check Details for Check Number 964

Post Date	Amount	Account number	Routing number
08/22/2012	\$2,000.00	[REDACTED]	[REDACTED]

## Check Images (Front and Back)

LINDSAY R. DAVIS  
1640 WASHINGTON ST., APT. 4  
SAN FRANCISCO, CA 94109-2744

00-71827222

2703256618

DATE

8-10-12

964

PAY TO THE  
ORDER OF

RA POWER 3

\$ 2,000.00

two thousand dollars &amp; 00/100

DOLLARS 00

Washington Mutual

Washington Mutual Bank, NA  
Member FDIC  
1000 First Street  
San Francisco, CA 94104

110111

0954

[REDACTED]  
MILLARD COUNTY CREDIT UNION  
8/22/2012  
DELTA, UT  
TELLER 0007 BATCH 59114

FOR DEPOSIT ONLY  
MILLARD COUNTY CREDIT UNION  
RPOWERS, LLC  
ACCOUNT [REDACTED]

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Jameson 005159



Check # 910

Chase Online

Wednesday, March 23, 2016

Check Details for Check Number 978

Post Date	Amount	Account number	Routing number
04/25/2013	\$2,700.00	[REDACTED]	[REDACTED]

Check Images (Front and Back)

SSN # [REDACTED] 8222

LINDSAY R. DAVIS  
1640 WASHINGTON ST., APT. 4  
SAN FRANCISCO, CA 94102-3146

DATE 4-19-13

978

PAY TO THE ORDER OF Ba Power 3 \$ 2700.00

Two thousand seven hundred 00/100

Washington Mutual

NOTES 2013/2012 PAYROLL

0978

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Jameson 005160

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NP  
to the post  
12/14/11 - 12/14/11  
Comp. 43, Nick  
Lindsay Davis

MARY BELL LUNSFORD  
PO BOX 762  
CRESTVIEW, FL 32636

1108  
63-1017/2681

DATE: 12-30-14

PAY TO THE ORDER OF: La Porter 3

One Thousand dollars

\$ 1,000.00

DOLLARS

EGGIN FEDERAL CREDIT UNION  
888 EGGIN PARKWAY NE  
FORT WALTON BEACH, FLORIDA 32547-0781

FOR: LINDSAY R. DAVIS

Mary Bell Lunsford

1108

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Jameson 005161



Form **3800****General Business Credit**Department of the Treasury  
Internal Revenue Service (99)

- Information about Form 3800 and its separate instructions is at [www.irs.gov/form3800](http://www.irs.gov/form3800).  
 ► You must attach all pages of Form 3800, pages 1, 2, and 3, to your tax return.

OMB No. 1545-0095

**2015**Attachment  
Sequence No. **22**

Name(s) shown on return

LINDSAY R DAVIS

Identifying number

8222

**Part I Current Year Credit for Credits Not Allowed Against Tentative Minimum Tax (TMT)**

(See instructions and complete Part(s) III before Parts I and II)

1	General business credit from line 2 of all Parts III with box A checked . . . . .	1	
2	Passive activity credits from line 2 of all Parts III with box B checked . . . . .	2	
3	Enter the applicable passive activity credits allowed for 2015 (see instructions) . . . . .	3	0
4	Carryforward of general business credit to 2015. Enter the amount from line 2 of Part III with box C checked. See instructions for statement to attach . . . . .	4	
5	Carryback of general business credit from 2016. Enter the amount from line 2 of Part III with box D checked (see instructions) . . . . .	5	
6	Add lines 1, 3, 4, and 5 . . . . .	6	0

**Part II Allowable Credit**

7	Regular tax before credits: • Individuals. Enter the sum of the amounts from Form 1040, lines 44 and 46, or the sum of the amounts from Form 1040NR, lines 42 and 44 . . . . . • Corporations. Enter the amount from Form 1120, Schedule J, Part I, line 2; or the applicable line of your return . . . . . • Estates and trusts. Enter the sum of the amounts from Form 1041, Schedule G, lines 1a and 1b; or the amount from the applicable line of your return . . . . .	7	3,735
8	Alternative minimum tax: • Individuals. Enter the amount from Form 6251, line 35 . . . . . • Corporations. Enter the amount from Form 4626, line 14 . . . . . • Estates and trusts. Enter the amount from Schedule I (Form 1041), line 56 . . . . .	8	
9	Add lines 7 and 8 . . . . .	9	3,735
10a	Foreign tax credit . . . . .	10a	
b	Certain allowable credits (see instructions) . . . . .	10b	
c	Add lines 10a and 10b . . . . .	10c	0
11	Net income tax. Subtract line 10c from line 9. If zero, skip lines 12 through 15 and enter -0- on line 16 . . . . .	11	3,735
12	Net regular tax. Subtract line 10c from line 7. If zero or less, enter -0- . . . . .	12	3,735
13	Enter 25% (.25) of the excess, if any, of line 12 over \$25,000 (see instructions) . . . . .	13	
14	Tentative minimum tax: • Individuals. Enter the amount from Form 6251, line 33 . . . . . • Corporations. Enter the amount from Form 4626, line 12 . . . . . • Estates and trusts. Enter the amount from Schedule I (Form 1041), line 54 . . . . .	14	
15	Enter the greater of line 13 or line 14 . . . . .	15	0
16	Subtract line 15 from line 11. If zero or less, enter -0- . . . . .	16	3,735
17	Enter the smaller of line 6 or line 16 . . . . .	17	0
C corporations: See the line 17 instructions if there has been an ownership change, acquisition, or reorganization.			

For Paperwork Reduction Act Notice, see separate instructions.

HTA

Form **3800** (2015)

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PLEX00639.0017

Form 3800 (2015)

LINDSAY R DAVIS

8222

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**Part II Allowable Credit (Continued)**

Note. If you are not required to report any amounts on lines 22 or 24 below, skip lines 18 through 25 and enter -0- on line 26.

18	Multiply line 14 by 75% (.75) (see instructions) . . . . .	18	0
19	Enter the greater of line 13 or line 18 . . . . .	19	0
20	Subtract line 19 from line 11. If zero or less, enter -0- . . . . .	20	0
21	Subtract line 17 from line 20. If zero or less, enter -0- . . . . .	21	0
22	Combine the amounts from line 3 of all Parts III with box A, C, or D checked . . . . .	22	
23	Passive activity credit from line 3 of all Parts III with box B checked . . . . .	23	
24	Enter the applicable passive activity credit allowed for 2015 (see instructions) . . . . .	24	0
25	Add lines 22 and 24 . . . . .	25	0
26	Empowerment zone and renewal community employment credit allowed. Enter the smaller of line 21 or line 25 . . . . .	26	0
27	Subtract line 13 from line 11. If zero or less, enter -0- . . . . .	27	3,735
28	Add lines 17 and 26 . . . . .	28	0
29	Subtract line 28 from line 27. If zero or less, enter -0- . . . . .	29	3,735
30	Enter the general business credit from line 5 of all Parts III with box A checked . . . . .	30	
31	Reserved . . . . .	31	
32	Passive activity credits from line 5 of all Parts III with box B checked . . . . .	32	
33	Enter the applicable passive activity credits allowed for 2015 (see instructions) . . . . .	33	0
34	Carryforward of business credit to 2015. Enter the amount from line 5 of Part III with box C checked and line 6 of Part III with box G checked. See instructions for statement to attach . . . . .	34	1,957
35	Carryback of business credit from 2016. Enter the amount from line 5 of Part III with box D checked (see instructions) . . . . .	35	
36	Add lines 30, 33, 34, and 35 . . . . .	36	1,957
37	Enter the smaller of line 29 or line 36 . . . . .	37	1,957
38	Credit allowed for the current year. Add lines 28 and 37. Report the amount from line 38 (if smaller than the sum of Part I, line 6, and Part II, lines 25 and 36, see instructions) as indicated below or on the applicable line of your return: <ul style="list-style-type: none"> <li>Individuals. Form 1040, line 54, or Form 1040NR, line 51 . . . . .</li> <li>Corporations. Form 1120, Schedule J, Part I, line 5c . . . . .</li> <li>Estates and trusts. Form 1041, Schedule G, line 2b . . . . .</li> </ul>	38	1,957

Form 3800 (2015)

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Form 3800 (2015)

Page 3

Name(s) shown on return

Identifying number

LINDSAY R DAVIS

8222

**Part III General Business Credits or Eligible Small Business Credits (see instructions)**

Complete a separate Part III for each box checked below. (see instructions)

- A ☐ General Business Credit From a Non-Passive Activity E ☐ Reserved  
 B ☐ General Business Credit From a Passive Activity F ☐ Reserved  
 C ☒ General Business Credit Carryforwards G ☐ Eligible Small Business Credit Carryforwards  
 D ☐ General Business Credit Carrybacks H ☐ Reserved

I If you are filing more than one Part III with box A or B checked, complete and attach first an additional Part III combining amounts from all Parts III with box A or B checked. Check here if this is the consolidated Part III. ☐

(a) Description of credit	(b) If claiming the credit from a pass-through entity, enter the EIN	(c) Enter the appropriate amount
1a Investment (Form 3468, Part II only) (attach Form 3468)	1a	
b Reserved	1b	
c Increasing research activities (Form 6765)	1c	
d Low-income housing (Form 8586, Part I only)	1d	
e Disabled access (Form 8826) (see instructions for limitation)	1e	
f Renewable electricity, refined coal, and Indian coal production (Form 8835)	1f	
g Indian employment (Form 8845)	1g	
h Orphan drug (Form 8820)	1h	
i New markets (Form 8874)	1i	
j Small employer pension plan startup costs (Form 8881) (see instructions for limitation)	1j	
k Employer-provided child care facilities and services (Form 8882) (see instructions for limitation)	1k	
l Biodiesel and renewable diesel fuels (attach Form 8864)	1l	
m Low sulfur diesel fuel production (Form 8896)	1m	
n Distilled spirits (Form 8906)	1n	
o Nonconventional source fuel	1o	
p Energy efficient home (Form 8908)	1p	
q Energy efficient appliance	1q	
r Alternative motor vehicle (Form 8910)	1r	
s Alternative fuel vehicle refueling property (Form 8911)	1s	
t Reserved	1t	
u Mine rescue team training (Form 8923)	1u	
v Agricultural chemicals security (carryforward only)	1v	
w Employer differential wage payments (Form 8932)	1w	
x Carbon dioxide sequestration (Form 8933)	1x	
y Qualified plug-in electric drive motor vehicle (Form 8936)	1y	
z Qualified plug-in electric vehicle (carryforward only)	1z	
aa New hire retention (carryforward only)	1aa	
bb General credits from an electing large partnership (Schedule K-1 (Form 1065-B))	1bb	
zz Other	1zz	
2 Add lines 1a through 1zz and enter here and on the applicable line of Part I	2	0
3 Enter the amount from Form 8844 here and on the applicable line of Part II	3	
4a Investment (Form 3468, Part III) (attach Form 3468)	4a	1,957
b Work opportunity (Form 5884)	4b	
c Biofuel producer (Form 6478)	4c	
d Low-income housing (Form 8586, Part II)	4d	
e Renewable electricity, refined coal, and Indian coal production (Form 8835)	4e	
f Employer social security and Medicare taxes paid on certain employee tips (Form 8846)	4f	
g Qualified railroad track maintenance (Form 8900)	4g	
h Small employer health insurance premiums (Form 8941)	4h	
i Reserved	4i	
j Reserved	4j	
z Other	4z	
5 Add lines 4a through 4z and enter here and on the applicable line of Part II	5	1,957
6 Add lines 2, 3, and 5 and enter here and on the applicable line of Part II	6	1,957

Form 3800 (2015)

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PLEX00639.0019



OPERATION AND MAINTENANCE AGREEMENT

Alternative Energy Systems

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

04/07/2016

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

LINDSAY DAVIS, 1640 WASHINGTON ST #4, SAN FRANCISCO 94109, California United States (the "Owner").

RECITALS

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

90% Lens Purchase

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

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

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

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

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

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

ARTICLE 1

D - 1

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## DEFINITIONS

1.1 **Alternative Energy System.** Solar energy concentrator system.

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

## ARTICLE 2

### OPERATOR SCOPE OF WORK

#### 2.1 Appointment.

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

2.1.1 Routine O&M Services;

2.1.2 Additional Services; and

2.1.3 Transition Services.

#### 2.2 Effective Date.

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

#### 2.3 Operation and Maintenance Services.

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

#### 2.4 Appointment of Liaison.

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

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

#### 2.5 Governmental Approvals.

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

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

#### 2.6 Work Force.

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

#### 2.7 Access.

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

#### 2.8 Legal Requirements.

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

#### 2.9 Property Tax.

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

### ARTICLE 3

## OWNER SCOPE OF RESPONSIBILITIES

#### 3.1 Delivery of the Project.

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

#### 3.2 Appointment of Liaison.

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

#### 3.3 Governmental Approvals.

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

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### 3.4 Compliance with Applicable Law.

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

## ARTICLE 4

# SAFETY AND OPERATING GUIDELINES

### 4.1 Safety and Operating Guidelines.

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

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

### 4.2 Health, Environmental and Safety Standards.

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

## ARTICLE 5

# COMPENSATION AND PAYMENT

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

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

### 5.2 Rental payment.

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

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

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

### **5.3 Late Payments.**

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

### **5.4 Lease of Structural Components**

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

## **ARTICLE 6**

## **INDEMNIFICATION**

### **6.1 Scope of Indemnification.**

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

### **• Limitation of Liability.**

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

• No Effect on Insurers.

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

• Gross Negligence.

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

• Survival.

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

## ARTICLE 7 INSURANCE

### 7.1 Insurance Required of the Operator.

The Operator shall procure and maintain the insurance listed below:

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

## ARTICLE 8

## FORCE MAJEURE

### 8.1 Event of Force Majeure.

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

### 8.2 Notice; Cooperation.

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

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

## ARTICLE 9

### TERM AND TERMINATION

#### 9.1 Term of Agreement.

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

#### 9.2 Termination by the Owner.

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

#### 9.3 Termination by the Operator.

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

#### 9.4 Transition to New Operator.

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

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## ARTICLE 10

### LIMITATIONS OF LIABILITY

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

## ARTICLE 11

### CONSULTATION AND ARBITRATION

#### 11.1 Arbitration.

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

## ARTICLE 12

### REPRESENTATIONS AND WARRANTIES

#### 12.1 By the Owner.

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

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

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Jameson 005172 <sup>8</sup>

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

**12.2 By the Operator.**

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

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

**ARTICLE 13 MISCELLANEOUS**

**13.1 Governing Law.**

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

Signature

IP Digital Signal: 69.181.34.242

Seller

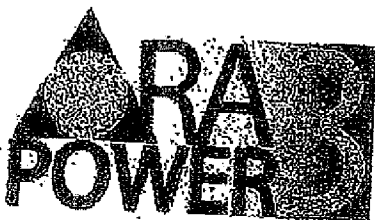
By: Neldon Johnson - RaPower-3

Neldon Johnson - Director -

Signature

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Jameson 0051731



LINDSAY DAVIS  
1640 WASHINGTON ST #4  
SAN FRANCISCO, CA 94109

Dear LINDSAY,

This notification is to confirm that your solar lenses have been placed in service, for those that the 30% down has been paid in full. LTB LLC has utilized solar energy from your panels for the purpose of assisting IAS in research and development for both agricultural and municipal solar thermal waste heat reclamation and multiple non-serial array concentrated photovoltaic receiver circuitry, among other applications such as refinement of gearless dual-axis hydraulic tracking mechanisms and quick-release panel stabilizers and connections, which qualify as commercial use of solar energy.

This letter is regarding the "Alternative Energy Systems" that you purchased from RaPower3 LLC. RaPower3 put into service your equipment.

*(However for your personal information, Section 103 Div. B Energy Credit (code Sec. 48), "For projects whose construction time is expected to equal or exceed two years, the Credit may be claimed as is placed in service.")*

We appreciate your business and look forward to the opportunity to work with you to help solve our Nation's energy needs. If you have any questions you may correspond with us at the below address.

Respectfully Yours,

Neldon Johnson  
Manager of RaPower3

---

RaPower3 4035 S. 4000 W. Desert, Utah 84624

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