

DAYSTAR ENERGY SERVICES
10316 PARKMAN RD
SILVER SPRING, MD 20903
301-434-9363

DATE: 9/23/99

CUSTOMER: Tim Rodley TIME: _____

ADDRESS: 9011 Georgetown Pk OTHER: _____
Great Falls, VA

HOME PHONE: _____ WORK PHONE: _____ LAST SERVICE: _____

WARRANTY: _____ SYSTEM FUNCTION: _____ TYPE: _____

SERVICE: _____

SOLAR PUMP: _____ WATER PUMP: _____ CONTROL: _____

COLLECTOR SENSOR: _____ TANK SENSOR: _____ PRESSURE: _____

EXPANSION TANK: _____ ANTI-FREEZE: _____

BACK UP SYSTEM: _____

COLLECTOR AREA: _____

OTHER: _____

WORK COMPLETED: Complete Solar PV Installation
Final Electrical Inspection

PARTS USED

QTY	DESCRIPTION	EACH	AMOUNT
	<u>Contract price</u>		<u>18566</u>
	<u>1255 deposit</u>		<u>- 6000</u>
	<u>1259 deposit</u>		<u>- 6000</u>

PARTS SUBTOTAL

LABOR SUN ✓ 25

ADDITIONAL HRS \$ 50

HELPER HRS \$ 25

TOTAL : DUE UPON COMPLETION

\$ 6566.-

SIGNATURE ACKNOWLEDGES SATISFACTORY COMPLETION OF ABOVE WORK

[Signature]

Remainder
As per
contract \$6566.-

INVOICE

DAYSTAR ENERGY SERVICES
10316 PARKMAN RD
SILVER SPRING, MD 20903
301-434-9363

10103
INVOICE DATE :

THE RIDLEY GROUP
888 16TH ST. NW
WASHINGTON, DC 20006

FOR WORK PERFORMED AT:
ATTN: TIM RIDLEY

HOME PHONE : _____ WORK PHONE : 202-895-1514

DATE OF WORK: _____

QTY	DESCRIPTION	EACH	AMOUNT

PARTS SUBTOTAL : _____

LABOR

CONSULTING SERVICES

X	FIRST HOUR	\$ 75	X
X	ADDITIONAL HOURS	\$ 50	X
X	HELPER HOURS	\$ 25	X

LABOR SUBTOTAL _____
TOTAL SUBTOTAL _____

500.00
500.00

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ADDRESS : 9011 Georgetown Pk OTHER : _____
GREAT FALLS, VA

HOME PHONE : _____ WORK PHONE : _____ LAST SERVICE : _____

WARRANTY : _____ SYSTEM FUNCTION : _____ TYPE : _____

SERVICE : _____

SOLAR PUMP : _____ WATER PUMP : _____ CONTROL : _____

COLLECTOR SENSOR : _____ TANK SENSOR : _____ PRESSURE : _____

EXPANSION TANK : _____ ANTI-FREEZE : _____

BACK UP SYSTEM : _____

COLLECTOR AREA : _____

OTHER: _____

WORK COMPLETED : _____

PARTS USED			
QTY	DESCRIPTION	EACH	AMOUNT
_____	<u>Addition of Grid Bypass</u>	_____	_____
_____	<u>and outlet</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PARTS SUBTOTAL _____

LABOR _____ SUN \$ 75

_____ ADDITIONAL HRS \$ 50

_____ HELPER HRS \$ 25

TOTAL : DUE UPON COMPLETION \$125.-

SIGNATURE ACKNOWLEDGES SATISFACTORY COMPLETION OF ABOVE WORK

Timothy M. Rodley

DAYSTAR ENERGY SERVICES
10316 PARKMAN RD
SILVER SPRING, MD 20903
301-434-9363

DATE: 9/23/99

CUSTOMER: Tom Podkey TIME: _____

ADDRESS: 9011 George town Pk OTHER: _____
Great Falls, VA

HOME PHONE: _____ WORK PHONE: _____ LAST SERVICE: _____

WARRANTY: _____ SYSTEM FUNCTION: _____ TYPE: _____

SERVICE: _____

SOLAR PUMP: _____ WATER PUMP: _____ CONTROL: _____

COLLECTOR SENSOR: _____ TANK SENSOR: _____ PRESSURE: _____

EXPANSION TANK: _____ ANTI-FREEZE: _____

BACK UP SYSTEM: _____

COLLECTOR AREA: _____

OTHER: _____

WORK COMPLETED: _____

PARTS USED

QTY	DESCRIPTION	EACH	AMOUNT
	<u>Bonus For completion before</u>		
	<u>10/1/99 pg-2- PPP III</u>		

PARTS SUBTOTAL

LABOR \$ 75

ADDITIONAL HRS \$ 50

HELPER HRS \$ 25

TOTAL : DUE UPON COMPLETION

SIGNATURE ACKNOWLEDGES SATISFACTORY COMPLETION OF ABOVE WORK

Amos M. Podkey

\$1,500

AGREEMENT

This Agreement between Daystar Energy Service (hereinafter "Contractor") of 10316 Parkman Road, Silver Spring, Maryland 20903 and Timothy and Jennifer Ridley (hereinafter "Homeowner") of 9011 Georgetown Pike, Great Falls, Virginia 22066 is effective this 9th day of June, 1999.

I. SCOPE OF WORK--- This Agreement specifies considerations related to the installation of photo voltaic panels, batteries, inverter and other equipment and wiring necessary to provide solar electric power sufficient to satisfy the energy requirements of three circuits at the Homeowner's residence at 9011 Georgetown Pike, Great Falls, Virginia. Those three (3) circuits are: i) well pump; ii) ejection pump; iii) and, pilot circuit. The individual and cumulative load requirements of these three circuits, both peak load and continuous draw, were measured through a monitoring period established in early 1999 and are described in a May 10, 1999 correspondence (hereinafter "Correspondence") between Contractor and Homeowner (see Exhibit A).

- (a) Contractor will install an array of Solarex MS-X 64 photo voltaic panels consistent with the recommendations made in section I of Correspondence. Contractor warrants that said recommended array is sufficient to satisfy the load requirements of the three circuits (described above) as measured during the monitoring period, *based on the local year average solar insolation and normal climatic conditions*
- (b) Contractor will install twelve (12) Trojan L-16, 6 volt, 350 amphr batteries consistent with the recommendations made in section II of the Correspondence. Contractor warrants that said batteries, with proper servicing and maintenance, are sufficient to satisfy the load requirements of the three circuits as measured during the monitoring period.
- (c) Contractor shall construct a vented battery storage box for storage of afore specified batteries. Battery storage box shall be constructed of plywood. Floor of storage box shall be raised at least twelve (12) inches off the basement utility room floor where box is to be installed.
- (d) Battery storage box is to be vented through exterior wall by a 2" vent pipe and exterior pipe exit is to be screened to prevent rodent infestation. Vent hole in exterior wall is to be patched to prevent rodent infestation and heat loss. Patching is to be waterproof.
- (e) Contractor shall install a Trace, SW 4024, 24 volt DC in, 4 kW, 120, 60 Hz ac out (continuous), surge output more than 9 kW. Contractor warrants that said inverter is sufficient to satisfy the load requirements of the three circuits as measured during the monitoring period.
- (f) Contractor shall install the following other equipment as specified in the Correspondence: 1) combiner box; ii) solar charge control; iii) two (2) lightning arrests; iv) GFI; v) battery interconnect and bat t to inverter wiring; vi) ground rod and cable; vii) meter - ~~168P275~~; viii) step up transformer; ix) array wiring 3 pr. # wire; x) fuses;

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xi) and, any and all other equipment necessary to satisfy both the broad and specific purposes of this Agreement.

(g) Contractor shall review May 19, 1999 third party correspondence and respond in writing to Homeowner to "specific issues", #5, #7, and #8. Third party correspondence is attached under Exhibit B. Contractor's written response must be made to Homeowner's satisfaction. Contractor's written response must be made to Homeowner prior to any payment specified in paragraph II of this Agreement.

II. **PAYMENT---** Total charges for all matters identified in paragraph I (a) thru (g) shall be Eighteen Thousand Five Hundred and Sixty Six Dollars (\$18,566.00). A first payment of Six Thousand Dollars (\$6,000.00) shall be made within three business days of the execution of this Agreement and the satisfaction of terms and conditions set out in paragraph I, (g).. A second payment of Six Thousand Dollars (\$6,000.00) shall be made immediately upon the Contractor's documented purchase of the equipment specified in paragraph I, (a), (b) and (e). A third payment of Six Thousand Five Hundred and Sixty Six Dollars (\$6,566.00) shall be made immediately upon completion of work by Contractor as determined by Fairfax County inspection and approval of system installation (paragraph I, (a) through (g)).

III. **BONUS & PENALTY---** Contractor shall be paid a bonus of One Thousand Five Hundred Dollars (\$1,500.00) if all work and services specified by this Agreement are completed by October 1, 1999. Contractor shall be charged a penalty of One Thousand Five Hundred Dollars (\$1,500.00) if all work and services specified in this Agreement are not completed by December 1, 1999. Said bonus shall be added to "third payment" specified in paragraph II. Said penalty shall, if applicable, be subtracted from "third payment" specified in paragraph II.

IV. **WARRANTS---** Contractor warrants all workmanship related solely to installation of equipment specified in paragraph I, (a) through (g) for a period of thirty-six (36) months from completion of work as specified in paragraph II. Contractor shall make all repairs, fixes, corrections, related to issues of installation at no charge to Homeowner except for parts and equipment not under manufacturers' warranty. Said charges for parts and equipment shall be estimated in writing by Contractor. Additionally, Contractor makes the following warrants and guarantees:

(a) ~~Installation of solar array on Homeowner's roof shall be made without damage to roof, attic, roofing shingles or gutter system. Not shall installation result in moisture penetration or rodent infestation of Homeowner's attic or main residence.~~ ^{INSTALLATION NOT}

(b) Installation of lightning arrestors, array grounding wire, number 4 wires (running from array to basement) shall be made in a manner that is visually discreet as possible. All exterior wiring, if any, running from array to basement shall run along the radon exhaust pipe and underneath the backyard deck. All interior wall trenching, if any, shall be as minimal as possible. Fish hooks will be used whenever possible. In the event of wall trenching, Homeowner is responsible for wall repair and painting.

Handwritten signature and date: 6/10/99

Handwritten initials and date: DC 6/10/99 JMK

Handwritten initials and date: 6/9/99 JMK DC 6/16/99 JMK

(c) Any structural or cosmetic damage to Homeowner's landscaping or residence at 9011 Georgetown Pike, caused by Contractor's installation, shall be repaired promptly at Contractor's sole expense and to the Homeowner's sole satisfaction.

(d) All manufacturers' warranties convey to Homeowner. Contractor shall attend to all paperwork and manufacturer warranty registrations and provide Homeowner with said registrations and paperwork.

(e) Contractor warrants that all equipment to be installed in Homeowner's residence is Y2K compliant.

V. INDEMNIFICATION--- The Contractor agrees to indemnify Homeowner against any and all third party claims arising out of this Agreement. Such third party claims include, but are not limited to, claims by Contractor's employees, agents, contract laborers, vendors, subcontractors, suppliers, creditors or any governmental agency or unit. The Contractor's indemnification of Homeowner shall include reimbursement of any and all legal expenses related to third party claims arising from this Agreement; or judgments against Homeowner relating to third party claims arising from this Agreement; or lost income forgone by Homeowner in the course of defending against third party claims arising from this Agreement. The Contractor affirms that the performance of "work" described herein will be done in a manner that is in compliance with all applicable local, state and federal laws including the payment of all applicable taxes. The Contractor further affirms and pledges that he will carry workers' compensation insurance for all personnel who will enter Homeowner's property for purposes related to completion of work specified by this Agreement or that in the case of third parties, such as subcontractors, vendors, or suppliers, the Contractor will have exercised reasonable due diligence to warrant that said third parties carry workman's compensation insurance for their employer, agents, contract laborers, subcontractors, vendors or suppliers. The Contractor additionally affirms and pledges that he will carry liability insurance sufficient to satisfy the provisions and requirements of this paragraph (*III. INDEMNIFICATION*) and the Contractor will exercise reasonable due diligence to warrant that all third parties retained by the Contractor to perform work specified by this Agreement also carry liability insurance sufficient to satisfy the provisions and requirements of this paragraph.

VI. MODIFICATION--- Any modification or waiver of any provision of this Agreement must be in writing and agreed to in writing by both the Contractor and Homeowner. Modifications to this Agreement include, but are not limited to, any alteration or deviation from the plans or specifications described herein (*I. SCOPE OF WORK*). Costs related to said alterations or deviations will also be made in writing in specific detail and will be added to or deducted from the sum total payment made in paragraph II of this Agreement. Paragraph III and Paragraph V of this Agreement shall apply to and bind any modifications to this Agreement.

VII. ARBITRATION--- Any dispute arising out of this Agreement shall be settled through binding arbitration by a qualified arbitrator experienced in real estate, general

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contracting, home improvement or other related areas of the law. The arbitration shall be conducted on an expedited basis and in accordance with the rules and practices of the American Arbitration Association. Arbitrator may award reimbursement of legal fees as part of a binding decision.

- VIII. GOVERNING LAW---** This Agreement shall be governed by the laws of the Commonwealth of Virginia.
- IX. MERGER---** This Agreement contains the entire understanding of the parties and there are no warranties, representations, covenants or undertakings relating to the parties' dealings with each other, other than those set forth herein.
- X. SEVERABILITY---** The provisions of this Agreement are severable and, if any part is found to be unenforceable, the remainder of that part and other parts shall remain fully valid and enforceable.
- XI. THREE COUNTERPARTS---** This Agreement may be executed in three counter parts, each of which shall be deemed to be an original


IN WITNESS WHEREOF, the parties have set their hands to this Agreement, each having signed his or her signature on the date set forth below.



for Daystar Energy Service



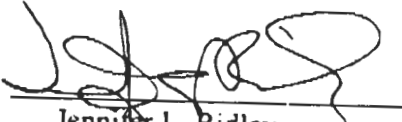
Date




Timothy M. Ridley



Date



Jennifer L. Ridley



Date

9) Inventory of parts and budget for each

array wiring 3pr #10 wire	\$5
combineer box	\$50
fuses	\$25
gli	\$350
#4 cu array to batt wiring	\$100
dc 250 disconn	
charge control trace c-30	
lightn arrestor - array	
prewired -includes above	\$920
trace sw4024	\$3410
lightn arrest wof	\$50
batt box	\$200
batt wiring lugs	\$50
batt wiring 30' 0000	\$200
transformer	\$400
meter emeter, trimetric or trace	\$200
panels 16 BP 275	\$7200
batt - 12 Trojan L 16	\$2376
	\$15506
labor	\$3050
total	\$18556

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T.P.
6/9/99

JWR