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October 8, 2018

VIA Email – [REDACTED]

Mr. Brian Walden
Director of Operations
ProSolar America, LLC

Dear Mr. Walden:

I received a copy of your October 5, 2018 email indicating that substantial problems persist with the 310.8kWh solar power system which Great St. Jim, LLC and LSJE, LLC (“GSJ”) purchased from ProSolar Systems, LLC (“ProSolar”) in November 2016. Based on your email, it appears that every single one of the 12 self-contained Acquion Maintenance Free Salt Water Battery Modules has demonstrated significant voltage drops in at least one or more of the stacks. Although we appreciate the efforts you initially have undertaken to diagnose the problem, it appears that you are no closer to understanding and curing the problems. Because these continued failures create serious safety and health risks for those who work on Great St. James, and more importantly, those who reside on the island full time, the issue needs to be corrected properly and without any further delay.

GSJ paid ProSolar almost \$200,000 for a specially designed solar power system that was to provide Great St. James Island with continuous power to meet its energy demands without interruption on a full-time basis. This does not even include the \$111,000 GSJ paid ProSolar after the 2017 Hurricanes to troubleshoot the system and bring it into full operation, or the costs paid by GSJ to ProSolar for the monthly service calls that were supposed to address the continuing operational failures in ProSolar’s system. ProSolar warranted its specially designed system for three years, and that warranty remains in effect until at least November 2019.

In early July 2018, ProSolar attempted to implement what it promised would be a solution to the recurring problems experienced on Great St. James. As the test results conclusively demonstrate, ProSolar’s attempted solution was a failure. The batteries are defective and, as they are under warranty, they must now be replaced. ProSolar’s additional efforts to formulate work-arounds to marginally increase performance do not provide GSJ what it paid for and what ProSolar has warranted for three years: a fully operational, properly programmed and integrated solar battery system that functions as specified and has no defects in its design, circuit boards, programming, control systems, or otherwise.

GSJ has waited patiently for ProSolar to meet its warranty obligations, and the time has now come for ProSolar to provide GSJ with the system that actually functions and performs as agreed by replacing the battery system in its entirety. Alternatively, ProSolar may provide GSJ with a full refund of all amounts paid to ProSolar in connection with the system, including, without limitation, the \$192,211 paid for the system, the \$111,000 paid to bring the system into operation and the \$350 per month of ProSolar's service calls that never properly diagnosed or fixed the system's problems.

Please coordinate with Mr. Richard Kahn to advise how you wish to move forward. In view of the serious health and safety concerns presented by the continuing system failures, we must insist on a prompt resolution to this matter, or else GSJ will be forced to seek a solution elsewhere and hold ProSolar financially responsible for the costs of doing so.

This letter is without prejudice to the rights and claims of GSJ against ProSolar, including, without limitation, the right to bring legal action against ProSolar to recover all amounts incurred by GSJ in connection with the defective and non-conforming solar power system delivered by ProSolar, consequential damages and attorneys fees and costs, all of which rights and claims are hereby expressly reserved.

Very truly yours,
/s/ Darren K. Indyke
Darren K. Indyke