

Agreement made this 28 day of April, 2012, by and between GRIFFITH ENERGY SERVICES, INC., hereinafter called SELLER, and

Mr. Daniel Hellerstein Phone: Home/Work 301.928.0970
1909 Franwall Ave. Silver Spring Md 20902 XXXX
 Street City State Zip

hereinafter called BUYER: WITNESSETH:

1. Seller hereby agrees to sell, install and place in operating condition on the Premises of Buyer at

1909 Franwall Ave. Silver Spring Md 20902 XXXX
 Street City State Zip

and Buyer agrees to purchase upon the terms and conditions set forth herein, the following equipment, materials and/or services:
Installation of new Carrier 25HNB924A003 Heat Pump with FE4ANF002T00 air handler AHRI# 5227002

Warranty - 10 yr. compressor, 10 yr parts, 10 yr. labor

Scope- As proposed. See attached.

System qualifies for 1000 Carrier Rebate and Pepco 500 rebate

TERMS OF PAYMENT: Cash Price of Goods \$ 950 0.00
 Less Downpayment* \$ 0
 Unpaid Balance of Cash Price..... \$ 950 0.00

Payable: () Upon Completion of Work () See Below

FINANCE RATE The cost of your credit at a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.	TOTAL SALE PRICE The total cost of your purchase on credit including your down payment.
0 %	\$ 0.00	\$ 0.00	\$ 9,500.00	\$ 9,500.00

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1	\$9,500.00	upon completion

e - Means an estimate - See Promise to Pay below

Itemization of Amount Financed:

\$ 950 0.00 Cash Price of Goods (Including Tax)
 \$ 0 Less Cash Downpayment*
 \$ 950 0.00 Unpaid Balance of Cash Price (Amount Financed)

* - The Maryland Home Improvement Law limits the deposit at time of execution of a contract to not more than 33% of contract price.

PROMISE TO PAY: Buyer promises to pay to Seller at its address shown above the Total of Payments shown on this agreement in accordance with the terms of this agreement. Those terms are printed on both sides of this document. The payment schedule shown above is an estimate. The first payment will be due 1 month after the completion date of this contract as shown by a completion certificate to be signed by Buyer upon completion and acceptance of the goods or services described above. Estimated work beginning date is 4 / / 12 and estimated work completion date is 5 / / 12.
Late Charge: If a payment is not paid within 10 days of due date, Buyer may be charged a late payment charge of 5% of the late payment or \$10.00, whichever is less.

Prepayment: If Buyer pays off early, Buyer may be entitled to a refund of part of the Finance Charge.

See the Terms and Conditions on reverse side of this Agreement for additional information, about nonpayment, default, any required repayment in full before scheduled date, and prepayment refunds and penalties.

NOTICE TO BUYER:

- You are entitled to a copy of this Agreement at the time you sign it. Do not sign the Agreement if there are any blank spaces.
- Under state law regulating installment sales, you have certain rights, among other: (1) To pay off the full amount due in advance and obtain a partial rebate of the finance charge; (2) To redeem the property if repossessed for a default; (3) To require, under certain conditions, a resale of the property if repossessed.
- You may cancel a purchase under this Agreement If it has been consummated by a party thereto at a place other than the address of the seller which may be his main office or branch thereof; Provided, you notify the Seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following a purchase under this Agreement. See the attached Notice of Cancellation form for an explanation of this right.
- SECURITY:** Seller is retaining a security interest in the goods which are the subject of this Agreement. This may give Seller a lien on your principal dwelling. See Pars. 3 and 4 on reverse side for description of security interest retained by Seller and explanation of lien on principal dwelling. You should read those paragraphs before you sign this Agreement.

Buyer acknowledges receipt of (a) an exact copy of this order signed by Seller's Representative and completely filled in where applicable prior to execution by Buyer, and (b) two copies of Notice of Cancellation or Notice of Right to Cancel (as appropriate).

Signed Daniel M. Hellerstein Buyer In Presence of Errol Nicholson
 Signed _____ Co-Buyer - if any (Salesman Home Improvement Commission License No. _____ (As applicable))
 Billing Address 1909 Franwall Ave Accepted on 4.28, 2012
Wheaton, MD 20902 (On behalf of Seller)

MD HVACR 01-3245 Seller's Home Improvement Commission License No. _____ (As applicable)

TERMS AND CONDITIONS

1. Whenever the word Buyer is used herein, it shall be deemed to refer to all persons signing as purchasers or owners of the Premises. Buyer may also be referred to herein as I, my, you or your. The Seller may be referred to herein as Seller or Company. I understand that all the terms of my agreement with Seller are contained in this written document and that any changes, deletions, or additions must be in writing and executed by both parties.

This Agreement shall be governed by the laws of the jurisdiction where Premises are located.

2. **EXCLUSION OF WARRANTIES AND LIMITATION OF DAMAGES: THE SALES REPRESENTATIVE HAS COPIES OF ANY WRITTEN WARRANTIES OF THE MANUFACTURER FOR THE EQUIPMENT WHICH IS THE SUBJECT OF THIS AGREEMENT, WHICH WARRANTIES MAY BE INSPECTED BY YOU AT ANY TIME DURING THE SALES PRESENTATION. SELLER MAKES NO WARRANTY, REPRESENTATION OR PROMISE OF ANY KIND, EXPRESS OR IMPLIED, AND NO WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF THE USE OF THIS EQUIPMENT, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL OR REAL PROPERTY, OR INJURY OR DEATH TO PERSONS IN THE EVENT OF ANY BREACH OF THIS AGREEMENT.**

I understand and agree as follows:

3. **CREDIT TERMS:** I/we understand that the terms of this contract are subject to approval by Seller's Credit Department, and that Seller may investigate my/our credit worthiness, which may at its option, include obtaining a credit report on me/us from a consumer reporting agency both now and so long as there is a balance owing to seller.

4. **SECURITY INTEREST IN GOODS:** Company has a security interest under the Uniform Commercial Code in all goods covered by this Agreement. Title to the goods shall not pass to Buyer until such time as all payments hereunder have been made and all other conditions fully performed.

5. **LIEN ON PRINCIPAL DWELLING:**

(a) In order to secure payment of the indebtedness of Buyer under this Agreement, Company may request that Buyer sign a Financing Statement, commonly referred to as a UCC-1. Buyer understands that this may constitute a lien on Buyer's principal dwelling. If Company does request that Buyer sign a UCC-1, Company's representative will have prepared and supplied to each Buyer two copies of Notice of Right to Cancel.

(b) If Company does not obtain a UCC-1 the security interest set out in Par. 3 above will not constitute a lien on Buyer's principal dwelling. In this case Seller's representative will have prepared and supplied to Buyer two copies of Notice of Cancellation (where appropriate).

(c) The law provides that in emergency situation Buyer may waive the right to cancel the transaction described in this Agreement. To waive that right Buyer is required to provide Company with a statement in Buyer's own handwriting describing the emergency and expressly waiving the right to cancel.

6. I am responsible for any loss or damage to the goods until all payments have been made and I understand that any loss or damage to the goods after their delivery to the Premises will not release me from my obligations hereunder.

7. The installation of the equipment described herein shall be in accordance with Company's standard practice, and subject to approval of governmental boards or agencies having jurisdiction at the time of installation, if any.

8. I will have the Premises ready and open for Company's employees during regular working hours and will provide all necessary utility connections, and all necessary plumbing, heating, and electrical leads in positions for connection to equipment described herein, unless such connections and/or leads are included as part of the work described herein.

9. That Company will not be liable for delay or inability to perform caused by or resulting from strikes, labor disputes, fire, flood, civil commotion, acts of God, lack of equipment or material or any other causes beyond control of Company.

10. In exchange for Buyer's Promises to purchase oil (for the heating of Buyer's Premises) exclusively from Seller during the entire period of this Agreement, Seller agrees to finance the installation and purchase of the equipment, materials and/or services described herein pursuant to the Terms of payment stated above. In the event that Buyer fails to purchase oil exclusively from Seller, or if Buyer cancels the oil delivery account during the period of this Agreement, Seller may at its option, without further notice of demand, declare the unpaid principal balance and accrued interest pursuant to this Agreement at once due and payable, foreclose all liens securing payment hereof, pursue any and all other rights, remedies, and recourses available to Seller.

11. In the event of a default hereunder, including, but not limited to failure to pay installments when due, Company may require me to immediately pay the entire unpaid balance of this Agreement, after giving me credit for part of the Finance Charge (if any), using the same methods utilized to calculate unearned Finance Charge in the event of payment of this Agreement in full ahead of schedule (see Par. 12 below). I understand that in the event of default I may become obligated to pay costs of collection, including reasonable attorney fees, not in excess of 15% of the amount due upon default, and court costs, as permitted by law.

I also understand that if I make payment by check, Company reserves the right to impose a charge of \$10.00 (in MD the charge will be imposed on the second dishonorment) in the event my check is dishonored by my bank for any reason.

12. In the event that I pay the amount due under this Agreement in full before the final payment due date, part of the Finance Charge (if any) will be credited to me according to the actuarial method and based on the assumption that payments were made as originally scheduled. I understand that if Premises are located in DC or MD, Seller is entitled to retain a minimum Finance Charge of \$10.00, and if Premises are in VA, Seller is entitled to a minimum Finance Charge of \$25.00. I also understand that Company need not refund amounts less than \$1.00.

13. That this Agreement is not binding upon Company until it has been accepted in writing by an authorized officer. I agree that Company will have a period of 15 days from date of this Agreement to accept or reject it.

14. Waiver by Company of any default by me shall not operate as a waiver of any other default or of the same default on a future occasion.

15. This Agreement shall be binding upon all parties, their heirs, devisees, legatees, personal representatives and assigns, except that Buyer may not assign this Agreement without prior written consent of Seller.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

4.28.12

Hellerstein Residence
1909 Franwall Ave.
Silver Spring, Md. 20907
301.928.0970

Re: New HVAC System

Dear Mr. Hellerstein,

We are pleased to quote the following for the installation of a new heat pump and air handler in your home. Our proposal is as follows.

Recommended Equipment:

Carrier 25HNB924A003 Heat Pump with matching FE4ANF002T00 air handler

- Capacity: 2 tons
- AHRI# 5227002
- System equipped with a two stage compressor to better mirror actual load conditions and provide superior de-humidification.
- System equipped with variable speed technology for better air flow, dehumidification, highest SEER ratings and quiet operation .
- Warranty: 10 yr compressor, 10 yr parts and 10 yr labor
- Smart Diagnostic
- Consumers Digest Best Buy Award
- Puron (R-410a environmentally friendly refrigerant)

<http://www.residential.carrier.com/products/acheatpumps/ac/infinity.shtml>

Scope of Work includes:

- All necessary permits;
- Drop cloths where necessary;
- Aprilaire MERV 13 air cleaner;
- Flex/Canvas installed on supply for noise reduction;
- Recycle/reclaim existing refrigerant;
- All necessary ductwork modifications to accommodate new system;
- Ductwork modifications in attic to be insulated;
- Adapt low voltage wiring to condenser and air handler;
- Adapt line voltage to condenser and air handler;
- Adapt condensate drain line;
- New condensate overflow pan with emergency cut off switch;
- Polymer pad for condenser;

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- New electrical disconnect boxes;
- Adapt refrigerant line set;
- New digital/programmable thermostat (Infinity Green Speed Control);
- Complete start up of system
- Clean up of job site

Price Complete: \$9500

Carrier/Griffith \$1000 rebate currently.

Qualifies for \$500 Pepco Rebate.

Two year service on both HP and Gas Boiler included.

Note: Above includes all discounts and promos.

Contact:

Errol Nicholson

Griffith Energy

240.375.8390 cell

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