Exhibit 10.6  
  
 AGREEMENT  
  
 THIS AGREEMENT is made this 25th day of August, 2003 by and between  
SOLOMON TECHNOLOGIES, INC., a Delaware corporation as successor to Solomon  
Technologies, Inc., a Maryland corporation ("Solomon") and HOMEWOOD PRODUCTS  
CORPORATION ("Homewood").  
  
 WHEREAS, Solomon and Homewood entered into a manufacturing agreement  
dated November \_\_, 1996 ("1996 Agreement") for the development, purchase and  
sale of certain electric motors for marine applications; and  
  
 WHEREAS, with the passage of nearly seven years and the changing of  
circumstances, Solomon and Homewood wish to terminate the 1996 Agreement and  
enter into the agreement as set forth herein.  
  
 NOW, THEREFORE, in consideration of the premises and for other  
consideration, the adequacy, sufficiency and receipt of which the parties hereto  
hereby acknowledge, Solomon and Homewood agree as follows:  
  
1. Release by Solomon. Solomon hereby releases and forever discharges  
 Homewood and its affiliates, and their respective directors, officers,  
 agents, employees, fiduciaries of benefit plans, successors and  
 assigns, from any and all claims and potential claims, known or  
 unknown, arising in whole or in part out of the 1996 Agreement,  
 including, but not limited to, any and all claims arising out of  
 alleged violations of the 1996 Agreement and any other alleged  
 contract, express or implied, any covenant of good faith and fair  
 dealing, express or implied.  
  
2. Release by Homewood. Homewood hereby releases and forever discharges  
 Solomon and its affiliates, and their respective directors, officers,  
 agents, employees, fiduciaries of benefit plans, successors and  
 assigns, from any and all claims and potential claims, known or  
 unknown, arising in whole or in part out of the 1996 Agreement,  
 including, but not limited to, any and all claims arising out of  
 alleged violations of the 1996 Agreement and any other alleged  
 contract, express or implied, any covenant of good faith and fair  
 dealing, express or implied.  
  
3. Purchase Requirement. During the period January 1, 2004 through  
 December 31, 2004, Solomon shall purchase from Homewood no fewer than  
 100 production electric motors of the type set forth on SCHEDULE A  
 hereto ("Units"). The catalog number and quantity for the Units to be  
 released from time to time shall be given by Solomon to Homewood no  
 less than 45 days before the requested shipping date. Each successive  
 one-year period commencing on January 1, 2005 and thereafter is  
 referred to herein as a "Purchase Year". The commencement of the  
 initial Purchase Year shall be accelerated to the first day of the  
 month after which  
  
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 Solomon secures no less than $2,000,000 of equity funding. In the event  
 of any such acceleration, the dates set forth herein shall be adjusted  
 accordingly.  
  
4. Pricing. The purchase price for the Units shall be Homewood's most  
 favorable price based on a quantity purchase commitment for 100 Units,  
 adjusted as appropriate for each subsequent Purchase Year.  
  
5. Take or Pay. In the event that Solomon does not purchase 100 Units  
 during the period set forth above, Solomon shall pay Homewood on or  
 before January 1, 2005 an amount equal to the product of (i) the  
 average purchase price for all Units actually purchased by Solomon and  
 (ii) the remainder of 100 and the number of Units actually purchased by  
 Solomon. By way of example only, if the average purchase price of Units  
 actually purchased by Solomon was $8,000, and Solomon purchased 75  
 Units, Solomon would owe Homewood $200,000.  
  
 Solomon agrees to pay to Homewood $200,000 from the first $2,000,000 of  
 equity funding received by it and an additional $100,000 from the next  
 $1,000,000 of equity funding received by it, in each instance to be  
 applied against Solomon's purchase commitment hereunder.  
  
6. Exclusivity. During the initial Purchase Year and for so long as  
 Solomon commits to take or pay for 100 Units in any subsequent Purchase  
 Year, Homewood shall not accept purchase orders for Units from any  
 third party for marine applications, and Solomon shall not purchase  
 products comparable to Units from any third-party supplier.  
  
7. Renewal Periods. This Agreement shall be automatically renewed for  
 successive one year periods provided that, on or before September 30 of  
 each year, Solomon commits to purchase no fewer than 100 Units during  
 the successive one year period commencing on January 1, PROVIDED THAT  
 Solomon has accepted delivery of or paid for no fewer than 100 Units  
 during such Purchase Year. The parties hereto acknowledge that the  
 Units purchased in successive years may vary from those purchased  
 during the initial one year period and agree from time to time to  
 modify SCHEDULE A hereto accordingly.  
  
8. New Products for Marine Applications. Solomon shall accord Homewood the  
 opportunity on a non-exclusive basis to develop new products within  
 Homewood's scope of business for marine application opportunities  
 targeted by Solomon.  
  
9. Miscellaneous.  
  
 a. Relations with Third Parties. Neither party nor its agents,  
 representatives or employees shall for any purpose be considered  
 agents, representatives or employees of the other party. Neither party  
 shall perform any act or make any  
  
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 representation which may create the impression or inference that either  
 party is an agent, representative or employee of the other party.  
  
 b. Power and Authority. Each party hereto represents that it has the  
 power and authority to execute, deliver and perform this Agreement, and  
 that such execution, delivery and performance will not violate,  
 conflict with or result in a breach or termination of, or constitute a  
 default under, any charter, by-law, lease, contract or other agreement  
 or instrument to which it is a party or by which it may be bound. Each  
 party covenants and agrees that it will perform its duties hereunder in  
 accordance with any and all applicable laws, statutes, ordinances,  
 rules, regulations or any other authoritative pronouncement of any  
 governmental authority having jurisdiction over such matters.  
  
 c. Assignability. Homewood may not assign, subcontract, transfer or  
 otherwise delegate any of its rights or obligations hereunder without  
 the prior written consent of Solomon, which consent may be withheld in  
 the sole and absolute subjective discretion of Solomon. This Agreement  
 shall inure to the benefit of, and shall be binding upon, the parties,  
 their respective successors and permitted assigns.  
  
 d. Governing Law; Arbitration. This Agreement shall be governed,  
 enforced, performed and construed in accordance with the laws of the  
 State of Delaware without regard to its conflict of laws provisions.  
 Each of the parties hereto submits to the exclusive jurisdiction of the  
 state and/or federal courts located within the State of Delaware for  
 any suit, hearing or other legal proceeding of every nature, kind and  
 description whatsoever in the event of any dispute or controversy  
 arising hereunder or relating hereto, or in the event any ruling,  
 finding or other legal determination is required or desired hereunder.  
  
 Any dispute or disagreement arising among the parties in connection  
 with this Agreement that cannot be resolved to their mutual  
 satisfaction shall be settled by binding arbitration conducted in  
 Wilmington, Delaware by the American Arbitration Association (the  
 "AAA") in accordance with the rules thereof then pertaining. Each of  
 the parties hereto hereby submit to the jurisdiction of the courts of  
 the State of Delaware in any proceeding for the enforcement of this  
 Agreement to arbitrate and for the enforcement of the awarded rendered  
 by the arbitrators, and agree that judgment upon such award may be  
 entered in any court, in or out of the State of Delaware, having  
 jurisdiction thereof. The costs of such arbitration, including the fees  
 and expenses of the arbitrator (but not the cost to each party of  
 preparing and presenting its case) shall be shared equally by Solomon  
 and Homewood, unless the arbitration award provides otherwise.  
  
 e. Severability and Modification. If for any reason any provision of  
 this Agreement shall be deemed by a court of competent jurisdiction to  
 be leally invalid or unenforceable, the validity, legality and  
 enforceability of the remainder of this Agreement shall not be affected  
 and such provision shall be deemed  
  
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 modified to the minimum extent necessary to make such provision  
 consistent with applicable law and, in its modified form, such  
 provision shall then be enforceable and enforced.  
  
 f. Notices. All notices that are required or permitted to be given  
 under this Agreement shall first be sent by facsimile transmission and  
 then confirmed on the same day for delivery on the next business day by  
 reputable overnight courier service. Notice shall be deemed to have  
 been duly given or made on the date delivered by facsimile  
 transmission. Notices shall be addressed as follows:  
  
 If to Solomon:  
  
 Xxxxx Tether  
 Solomon Technologies, Inc.  
 XX Xxx 000  
 0000 Xxxxxxxx Xxxxxx  
 Xxxxxxxx, XX 00000  
 Facsimile: 000-000-0000  
  
 If to Homewood:  
  
 X.X. XxXxxxx  
 President  
 Homewood Products Corporation  
 000 Xxxxxxxxxx Xxxxxxxxx  
 Xxxxxxxxxx, XX 00000  
 Facsimile: 000-000-0000  
  
 g. Captions; Waiver. Captions are inserted only for convenience and are  
 in no way to be construed as part of this Agreement. The waiver or  
 failure of any party to exercise any rights under this Agreement shall  
 not be deemed a waiver of any other right or any future right.  
  
 h. Counterparts. This Agreement may be executed in two (2) or more  
 counterparts, each of which shall be an original and all of which taken  
 together shall constitute one and the same agreement. Executed copies  
 of this Agreement may be delivered by facsimile transmission or other  
 comparable electronic means.  
  
 i. Further Assurances; Announcements. Each party hereby agrees to do  
 such further acts and things, and to execute and deliver such  
 additional conveyances, assignments, agreements and instruments from  
 time to time as the other party may at any time reasonably request in  
 order better to assure and confirm to such other party the rights,  
 powers and remedies conferred to it by this Agreement. Announcements  
 regarding the transactions contemplated herein shall be made only with  
 the prior consent of the parties hereto.  
  
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 j. Time of the Essence. Time is of the essence with respect to the  
 performance of this Agreement.  
  
 k. Expenses. Except as expressly set forth herein, each party shall  
 bear its own costs, expenses, taxes and other charges whatsoever  
 incurred in connection with the execution and performance of this  
 Agreement.  
  
 l. Entire Agreement. This Agreement, including Schedule A hereto,  
 contains the entire agreement and understanding of the parties with  
 respect to the subject matter hereof and supersedes all prior  
 agreements (including, without limitation, the 1996 Agreement),  
 negotiations, representations and proposals, written and oral, relating  
 thereto. This Agreement may be amended or modified only in a writing  
 executed by both parties hereto.  
  
 m. Confidentiality. Homewood agrees that all technology, data, work  
 product, specifications, current or prospective customer names and  
 requirements, marketing practices, product information and other  
 business information provided to Homewood by Solomon in furtherance of  
 this Agreement shall be treated as confidential and used exclusively by  
 Homewood for the performance of this Agreement. Solomon agrees that all  
 technology, data, work product, specifications, product information and  
 other business information provided to Solomon by Homewood in  
 furtherance of this Agreement shall be treated as confidential and used  
 exclusively by Solomon for the performance of this Agreement.  
  
 IN WITNESS WHEREOF, the parties hereto have caused their duly  
authorized representatives to execute this Agreement under seal on behalf of the  
parties on the date above first written.  
  
  
 ATTEST: SOLOMON TECHNOLOGIES, INC.  
  
  
 /s/ By: /s/ XXXXX X. TETHER  
 -------------------------- -------------------  
 Xxxxx Tether, President  
  
  
 ATTEST: HOMEWOOD PRODUCTS CORPORATION  
  
  
 /s/ By: /s/ XXXXX XXXXXXX  
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 Xxxxx XxXxxxx, President  
  
  
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 SCHEDULE A  
  
 [omitted]  
  
  
  
  
  
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