

MARYLAND INTELLECTUAL PROPERTY LEGAL RESOURCE CENTER
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Rockville, Maryland 20850
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www.miplrc.org

July 24, 2009

University Park Solar Co-op, LLC
4321 Van Buren Street
University Park, MD 20782

Attn: David C. Brosch, Managing Member

Dear Mr. Brosch:

I am pleased to confirm that the Maryland Intellectual Property Legal Resource Center (“MIPLRC”) will provide advice and assistance to University Park Solar Co-op, LLC (“you”). This letter sets forth the terms and conditions of our agreement with you.

SCOPE OF REPRESENTATION

The legal services that the MIPLRC agrees to provide will consist of intellectual property and business law services such as providing counseling on business entity selection and formation, and assisting with the preparation of various agreements. Should you require other legal services in the future, the MIPLRC will assess its ability to provide such services at the appropriate time.

If we assist you with the preparation of a nonprovisional patent application, you understand that the document we provide to you is only a DRAFT. You acknowledge and agree that the draft application must be reviewed and completed by outside patent counsel in order to be ready for filing. You are free to work with any outside patent attorney. At your request, the MIPLRC can provide you with the names of several patent attorneys who you may wish to contact regarding the completion and filing of your patent application; however, you are under no obligation to retain any attorney referred to you by the MIPLRC and may select the counsel of your choice.

FEES, COSTS, AND OTHER CHARGES; FILINGS

The MIPLRC will not charge any fee for its services. The attorneys at the MIPLRC are compensated by the State of Maryland.

You will be solely responsible for paying all filing fees and other costs associated with the legal services we provide you. The MIPLRC will not pay any fees or costs to third parties on your behalf. In addition, you will be solely responsible for filing all documents required to be filed with any government agency or private entity. The MIPLRC shall not be the contact for communication with such agencies or entities, including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office and the Maryland Department of Assessments and Taxation.

CONDUCT OF REPRESENTATION

Information that you provide to the MIPLRC and our communications with you shall be kept strictly confidential in accordance with our professional obligations under Maryland law and the Maryland Rules of Professional Conduct in effect now or hereafter.

With our advice, you will assign priorities to the legal services you want the MIPLRC to perform. You will determine the goals of legal services we provide on your behalf. In all matters, the MIPLRC will regularly consult with you, explain the available courses of action and, where possible, inform you of any available alternatives.

You agree to cooperate fully to further any legal work that the MIPLRC performs on your behalf. This cooperation includes, without limitation, providing us with all information we consider relevant, reviewing and signing documents, appearing at conferences or meetings, and providing any other assistance we consider appropriate. Should your assistance, in our opinion, be unsatisfactory, we reserve the right to terminate our engagement with you.

You acknowledge that the MIPLRC has not made and will not make any representation or guarantee regarding the outcome of any matter for which we represent you. All expressions relating to your matter(s) are opinion only.

As we have discussed, the MIPLRC is an educational program. Our primary mission is to train University of Maryland law students by providing them with an opportunity to participate directly in the representation of clients under the close and regular supervision of an experienced licensed attorney. You understand and agree that students from the University of Maryland School of Law will assist the MIPLRC in providing your legal services as federal and state law and rules allow. All students working at the MIPLRC are governed by the same professional ethical obligations as the attorneys, including, without limitation, attorney-client confidentiality. All such students enroll in the Intellectual Property Law Clinic and participate in its weekly classroom component. As part of the education of our students, your matters may be discussed in class, but the participants in those discussions shall be limited to the students and attorneys at the MIPLRC.

You further understand that at certain times during the academic year (for example, winter, spring and summer breaks and final examination periods), the availability of law students decreases. During these periods, it may take more time for work on your matters to begin or to be completed.

ATTORNEY LIABILITY

You understand that the MIPLRC and the State of Maryland enjoy immunity from liability except as provided by Title 12 of the State Government Article (Maryland Tort Claims Act). As a result, you may be limited in any recovery from a successful malpractice claim.

WITHDRAWAL/DISCHARGE

You are free to discharge the MIPLRC at any time, for any reason or for no reason.

The MIPLRC may terminate its representation of you at any time, consistent with the Maryland Rules of Professional Conduct in effect now or hereafter. If the MIPLRC does not perform any legal services for you during a period of six (6) consecutive months, this engagement and our representation of you will automatically terminate.

At our discretion after consulting with you, we may establish priorities for your projects and limit the scope of representation as scheduling and staffing require. If the need arises, we may refer you to outside counsel.

We will refer you to outside counsel or other professionals when the progress of your business is such that we believe you have reached the stage that you should obtain professional services elsewhere, or when we determine that the nature of the services to be performed is beyond the scope or capability of our program. Examples of such services include, but are not limited to, sophisticated tax planning, employee benefit plans, interaction with the Securities and Exchange Commission, opinion letters, full patent searches, and any litigation or other adversarial proceeding. You are always free to choose any outside lawyer or other professional you wish and are not limited to the attorneys or other professionals we suggest to you.

At the time the MIPLRC's representation ends, we will return all files to you upon your written request, except that the MIPLRC may retain, without providing to you, MIPLRC internal documents and drafts of documents.

University Park Solar Co-op, LLC

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REPORTING REQUIREMENTS

By signing this letter, you acknowledge and agree that the MIPLRC may list you as a client in reports that it must submit periodically to government agencies and other sources of funding.

We are looking forward to working with you.

Very truly yours,

Patricia E. Campbell
Director

Accepted and agreed to as of the date first written above.

University Park Solar Co-op, LLC

By: _____

David C. Brosch
Managing Member
Date: