

AGENCY AGREEMENT

An AGREEMENT between U.S. Photovoltaics, Inc., a Maryland corporation with principal offices at 4539 Metropolitan Court, Frederick, MD 21704 (hereinafter called "Agent") and the Owner of the solar energy system (hereinafter called "System") as identified below (hereinafter called "Owner").

RECITALS

Owner has installed a System on Owner's property. Owner desires to take advantage of state and/or federal regulations, which may allow for the creation and sale of Renewable Energy Credits (hereinafter called "RECs") to third parties to the benefit of Owner.

AGREEMENT

Owner does hereby appoint Agent as the exclusive agent for Owner to complete and file all documents required to certify Owner's System as a Renewable Energy Facility (hereinafter called "REF") and participate in the creation, trading and sale of RECs.

Owner does hereby appoint USPV as the exclusive agent for Owner to solicit bids for Owner's RECs and negotiate, complete and fulfill agreements for the sale or trading of RECs in Owner's account.

Owner will provide USPV with all information required to fulfill the requirements for certification as a REF, participate in applicable REC programs and to execute such contracts, agreements and certifications as requested by officially designated REC management program entities.

Owner will maintain the System in good working order, replace parts as necessary and ensure that the System produces electricity consistent with its design, certification and REC sales agreements. Owner will immediately notify USPV in writing should Owner's System no longer perform in a manner consistent with its certification as a REF or the terms of any REC sale agreement.

Owner will immediately notify USPV in writing should Owner's interest in the System be transferred or affected in any way. This AGREEMENT shall automatically transfer to any new or additional owner who shall remain bound by its terms.

As Owner's agent, USPV will provide its best efforts to maximize the value of any RECs created on Owner's behalf and to fulfill all requirements for participation in the applicable programs in a timely manner.

As Owner's agent, USPV will remit the net earnings from sales of RECs in Owner's account within thirty (30) days of receipt of funds from purchasers. Payments will be made to Owner at the location of the System unless otherwise directed in writing by Owner.

USPV shall maintain separate accounting records of all transactions carried out under this AGREEMENT and provide statements to Owner reflecting the creation of RECs for Owner's account and any transactions relating thereto. USPV will also provide Owner with updates regarding program changes that relate to Owner's account or System as a result of new or revised regulations issued by state, federal or designated REC management program entities.

USPV will be compensated for its services under this AGREEMENT as follows: 10% (ten percent) of all gross REC sale revenues will be deducted from funds received through REC transactions in full payment for USPV's services under this AGREEMENT.

This Agreement may be canceled by either party upon sixty-day written notice delivered to the other party by Certified Mail, Return Receipt Requested.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed intending to be bound by its terms, effective on the date last written below.

OWNER

U.S. PHOTOVOLTAICS, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Location of System: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ e-mail: _____