MICHIGAN RENEWABLE ENERGY CERTIFICATION SYSTEM (MIRECS)
DECLARATION OF AGENCY

This Declaration of Agency ("Declaration") is made this _____day _____of _____, 20___by the following:

PRINCIPAL: _____("Principal")

AGENT: _____("Agent").

RECITALS

WHEREAS, APX, Inc., an Xpansiv company, ("APX"), operates Michigan Renewable Energy Certification System Registry ("MIRECS"), a software application program that creates an electronic record of generation data representing all of the attributes from one MWh of electricity generation from a Generating Unit registered with MIRECS ("Credit") or a Credit imported from a compatible tracking system to uniquely define generation attributes;

WHEREAS, Principal is a MIRECS Account Holder and has entered into an agreement with APX by accepting the MIRECS Terms of Use ("Terms of Use") located at www.MIRECS.org or is an entity whose Attributes data are contained in MIRECS;

WHEREAS, Principal desires to hire and/or contract with Agent to access MIRECS on its behalf;

WHEREAS, Agent and/or Principal may have access to certain confidential information and materials contained in MIRECS (the "Confidential Information"); and

WHEREAS, such access to MIRECS by Principal and/or Agent is governed by rights and obligations established by or under the MIRECS Terms of Use, the MIRECS Operating Procedures and such other agreements, manuals and practices of APX, as applicable and as each may be updated from time-to-time in APX's sole discretion (the "APX Agreements").

DECLARATION

NOW, THEREFORE, acknowledging that APX will rely on the truth, accuracy and completeness of the declarations made below, Principal and Agent declare:

1. **Exclusivity of Agent's Authority.**

Pursuant to this binding, legally enforceable Declaration entered into by and between Principal and Agent, Principal hereby authorizes Agent to act for Principal

with respect to activities with APX regarding Principal's attribute data contained in the MIRECS System, including but not limited to creation of Credits, transferring of Credits reviewing reports, making trades of Credits, receiving bills from APX and paying the fees due to APX (the "Authorized Rights and Responsibilities"). With respect to the Authorized Rights and Responsibilities, Agent is authorized to communicate and transact with APX as Principal's sole and exclusive agent, and APX is authorized to communicate and transact directly and exclusively with Agent as Principal's agent. With respect to Authorized Rights and Responsibilities, Principal will abide by any direction issued by APX to Agent.

2. Specification of Authorized Rights and Responsibilities.

Agent shall assume the rights and responsibilities described herein and in the APX Agreements. Agent agrees to be bound by the APX Agreements, including but not limited to the limitations of liability and indemnification provisions contained therein.

3. Continuing Responsibilities and Liabilities of Principal.

3.1 Principal acknowledges and agrees that the Authorized Rights and Responsibilities are the only rights, responsibilities and liabilities under the APX Agreements for which Agent is authorized to act for Principal, and Principal retains all rights and responsibilities under the APX Agreements or otherwise that are not specified by Principal and Agent in Section 1 herein.

3.2 For a Principal that has entered into an APX Agreement, with respect to the Authorized Rights and Responsibilities, and notwithstanding any other provision of this Declaration, Principal is not released from and shall remain liable to APX for compliance with all of the terms and conditions of the APX Agreements, including without limitation indemnification of APX, defaults of the APX Agreements by it or Agent, and payment of all amounts due or to become due to APX under the APX Agreements. Agent's authorization to make payment of any such amounts hereunder shall not release Principal from liability for any obligations to APX not satisfied by Agent, financial or otherwise.

4. Reliance and Indemnity, Duty to Inform, Liability Waiver, and Rules of Construction.

4.1 Principal and Agent each recognizes, accepts and intends that APX will rely, upon the truth, accuracy and completeness of the declarations herein in matters including but not limited to assuring compliance with the APX Agreements. Principal and Agent each recognizes and accepts that APX may suffer losses and damages if any declaration is or becomes untrue, inaccurate

or incomplete, and each agrees to indemnify APX for any such losses and damages.

4.2 Principal and Agent each has a continuing duty to notify APX if and when any declaration herein ceases to be truthful, accurate or complete. Until such time as APX receives written notification of any change to any declaration, signed by both Principal and Agent, APX shall be entitled to rely perpetually on this Declaration as governing its relationship with Principal and Agent as to the subject matter of this Declaration. Any written notice of changes to the declarations herein must be provided to APX at least thirty days in advance of their effectiveness.

4.3 Nothing in this Declaration shall be construed to create or give rise to any liability on the part of APX and Principal and Agent expressly waive any claims that may arise against APX under this Declaration. This Declaration shall not be construed to modify any of the APX Agreements and in the event of conflict between this Declaration and an APX Agreement, the applicable APX Agreement shall control.

4.4 Capitalized terms used herein that are not defined herein have the meanings given in the APX Agreements, as applicable.

4.5 The Recitals are hereby incorporated into the body of this Declaration.

5. Confidentiality.

In the context of Agent's access to MIRECS on Principal's behalf, Agent may also have access to certain Confidential Information contained therein. Access and use of the Confidential Information by Agent is solely for the purpose of creating trading Credits, providing data to APX, reviewing reports created for Principal in MIRECS and the payment of fees due to APX under the Terms of Use.

Agent shall not access any Confidential Information contained in MIRECS for any other purpose, including but not limited to the use, sale or other disposition of said information to any third parties for any reason.

IN WITNESS WHEREOF, Principal and Agent execute this Declaration to be effective as of the date written above or upon receipt of a fully executed original by APX, whichever date is later.

PRINCIPAL	AGENT
_____	_____
Name:	Name:
Title:	Title:
Company:	Company: