



**M-RETS OPERATING SYSTEM
 TERMS OF USE SCHEDULE C-1
 LAST MODIFIED ON May 11, 2011**

Declaration of Agency – Level 1 (Administrator) Access

This Declaration of Agency (“Declaration”) is made this _____ day _____ of _____, 20__ by the following:

PRINCIPAL: _____ (“Principal”)

AGENT: _____ (“Subscriber Agent”).

RECITALS

WHEREAS, APX, Inc. (“APX”) is the entity that developed and operates the M-RETS Operating System (the “M-RETS System”), a software application program that creates an electronic record of generation data representing all of the Attributes (as that term is defined in the Terms of Use) from one MWh of electricity generation from a Generating Unit registered with the M-RETS System (“Certificate”) or a Certificate imported from a compatible certificate tracking system to uniquely define generation attributes;

WHEREAS, Principal is a subscriber to the M-RETS System and has entered into an agreement with APX by accepting the Terms of Use located at www.m-rets.com or is an entity whose Attributes data are contained in the M-RETS System;

WHEREAS, Principal desires to hire and/or contract with Subscriber Agent to access the M-RETS System on its behalf;

WHEREAS, Subscriber Agent and/or Principal may have access to certain confidential information and materials contained in the M-RETS System (the “Confidential Information”); and

WHEREAS, such access to the M-RETS System by Principal and/or Subscriber Agent is governed by rights and obligations established by or under the Terms of Use for the M-RETS System, the M-RETS Operating Procedures and such other agreements manuals, and practices of APX, as applicable (the “APX & M-RETS Agreements”).

DECLARATION

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

1. Exclusivity of Subscriber Agent’s Authority.

Pursuant to a binding, legally enforceable agreement entered into by and between Principal and Subscriber Agent, Subscriber Agent is authorized to act for Principal with respect to all activities with APX regarding Principal’s

Attribute data contained in the M-RETS System, including but not limited to creation of Certificates, transferring of Certificates, reviewing reports, making trades of Certificates, receiving bills from APX and paying the Fees due to APX (the “Authorized Rights and Responsibilities”). With respect to the Authorized Rights and Responsibilities, Subscriber 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 Subscriber Agent as Principal’s agent. With respect to Authorized Rights and Responsibilities, Principal will abide by any direction issued by APX to Subscriber Agent.

2. Specification of Authorized Rights and Responsibilities.

Subscriber Agent shall have all of the rights and responsibilities described as “Level 1 Access” in the M-RETS Operating Procedures. Subscriber Agent agrees to be bound by the M-RETS Operating Procedures and Terms of Use, including but not limited to the limitations of liability and indemnification provisions contained therein.

3. Continuing Responsibilities and Liabilities of Principal.

- 3.1 The Authorized Rights and Responsibilities are the only rights, responsibilities and liabilities under the APX & M-RETS Agreements for which Subscriber Agent is authorized to act for Principal, and Principal retains all rights and responsibilities under the APX & M-RETS Agreements or otherwise that are not specified by Principal and Subscriber Agent in Section 2.
- 3.2 For a Principal that has entered into an APX & M-RETS 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 & M-RETS Agreements, including without limitation indemnification of APX, defaults of the APX & M-RETS Agreements committed by Subscriber Agent, and payment of all amounts due or to become due to APX under the APX & M-RETS Agreements. Subscriber 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 Subscriber Agent, financial or otherwise.

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

- 4.1 Principal and Subscriber 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 & M-RETS Agreements. Principal and Subscriber 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 Subscriber 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 Subscriber Agent, APX shall be entitled to rely perpetually on this Declaration as governing its relationship with Principal and Subscriber 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 Subscriber 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 & M-RETS 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 & M-RETS Agreements, as applicable.

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

5. Confidentiality.

In the context of Subscriber Agent's access to the M-RETS System on Principal's behalf, Subscriber Agent may also have access to certain Confidential Information contained therein. Use of the Confidential Information by Subscriber Agent is solely for the purpose of creating and trading Certificates, providing data to APX, reviewing reports created for Principal in the M-RETS System and the payment of Fees due to APX under the Terms of Use. Subscriber Agent shall not access any Confidential Information contained in the M-RETS System 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 Subscriber 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

SUBSCRIBER AGENT

Name:
Title:

Name:
Title: