North American Renewables Registry (NAR)
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 ("Registry Administrator") operates the North American Renewables Registry ("NAR");

WHEREAS, Principal is a NAR Account Holder and desires to hire and/or contract with Agent to access NAR on its behalf;

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

WHEREAS, such access to NAR by Principal and/or Agent is governed by rights and obligations established by or under the NAR Terms of Use (the "Terms of Use"), the NAR Operating Procedures and such other agreements, manuals and practices of Registry Administrator, as applicable (the "Registry Agreements").

DECLARATION

NOW, THEREFORE, acknowledging that Registry Administrator 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 as its agent with respect to activities with Registry Administrator regarding Principal's data contained in NAR , including but not limited to creation of Certificates, transferring of Certificates, reviewing reports, making trades of Certificates, receiving bills from Registry Administrator and paying the fees due to Registry Administrator (the "Authorized Rights

and Responsibilities"). With respect to the Authorized Rights and Responsibilities, Agent is authorized to communicate and transact with Registry Administrator as Principal's sole and exclusive agent, and Registry Administrator is authorized to communicate and transact directly and exclusively with Agent. With respect to Authorized Rights and Responsibilities, Principal will abide by any direction issued by Registry Administrator to Agent.

2. Specification of Authorized Rights and Responsibilities.

Agent shall assume the rights and responsibilities described herein and in the Registry Agreements. Agent agrees to be bound by the Registry 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 Registry Agreements for which Agent is authorized to act for Principal, and Principal retains all rights and responsibilities under the Registry Agreements or otherwise that are not specified by Principal and Agent in Section 1 herein.

3.2 For a Principal that has entered into a Registry 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 Registry Administrator for compliance with all of the terms and conditions of the Registry Agreements, including without limitation indemnification of Registry Administrator, defaults of the Registry Agreements by it or Agent, and payment of all amounts due or to become due to Registry Administrator under the Registry Agreements. Agent's authorization to make payment of any such amounts hereunder shall not release Principal from liability for any obligations to Registry Administrator 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 Registry Administrator will rely, upon the truth, accuracy and completeness of the declarations herein in matters including but not limited to assuring compliance with the Registry Agreements. Principal and Agent each recognizes and accepts that Registry Administrator may suffer losses and damages if any declaration is or becomes untrue, inaccurate or incomplete, and each agrees to

indemnify Registry Administrator for any such losses and damages.

4.2 Principal and Agent each has a continuing duty to notify Registry Administrator if and when any declaration herein ceases to be truthful, accurate or complete. Until such time as Registry Administrator receives written notification of any change to any declaration, signed by both Principal and Agent, or by either of them together with a certification that the other has been notified, Registry Administrator 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 Registry Administrator 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 Registry Administrator. and Principal and Agent expressly waive any claims that may arise against Registry Administrator under this Declaration. This Declaration shall not be construed to modify any of the Registry Agreements and in the event of conflict between this Declaration and a Registry Agreement, the applicable Registry Agreement shall control.

4.4 Capitalized terms used herein that are not defined herein have the meanings given in the Registry 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 NAR on Principal's behalf, Agent may also have access to certain Confidential Information contained therein. Use of the Confidential Information by Agent is solely for the purpose of creating and trading Certificates, providing data to Registry Administrator, reviewing reports created for Principal in NAR and the payment of fees due to Registry Administrator under the Terms of Use. Agent shall not use any Confidential Information contained in NAR 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, unless required by applicable law or requested by a regulatory authority.

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 Registry Administrator, whichever date is later.

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