



## **NORTH AMERICAN RENEWABLES REGISTRY**

### **Midwest ISO Release**

This document is a Release (“Release”) by the entity identified in the signature block below (“Counterparty”) in favor of Midwest Independent Transmission System Operator, Inc. (“Midwest ISO”) and APX, Inc. (“APX”).

#### **Recitals**

**WHEREAS**, Midwest ISO has entered into an Amended and Restated Services Agreement, dated May 29, 2009 (the “Agreement”), with APX to provide generator-specific information to supply a multi-state renewable resource tracking system (“M-RETS”) and the North American Renewables Registry (“NAR” and, together with M-RETS, the “Systems”);

**WHEREAS**, Midwest ISO may only provide information to APX as required pursuant to the Agreement for each Counterparty who has executed this Release;

**WHEREAS**, Counterparty is a Market Participant, as that term is defined in Midwest ISO's Open Access Transmission and Energy Markets Tariff accepted by the Federal Energy Regulatory Commission, who desires Midwest ISO to release to APX information in Midwest ISO's market settlement system on energy injections for the generating units associated with Counterparty by Midwest ISO, and Counterparty's consent is required prior to disclosure by Midwest ISO of such information;

**WHEREAS**, Counterparty agrees to consent to such disclosure and to grant Midwest ISO permission to disclose the applicable generator-specific information to APX.

Therefore, the parties agree as follows:

#### **1. Disclosure of Generator Data**

Counterparty hereby irrevocably and absolutely consents to and authorizes Midwest ISO providing APX, pursuant to the terms of the Agreement, with all of the Counterparty's energy injection data that is contained in Midwest ISO's market settlement system, except for (1) generators that do not go through a control area settlements process, and (2) customer site distributed generators. Counterparty also agrees to the inclusion of its name and specific generator name or names being listed in Exhibit C of the Agreement, with the express understanding that such Exhibit C may also be posted on Midwest ISO's website.

#### **2. Release**

Counterparty hereby releases, discharges, and hold harmless Midwest ISO (including its officers, employees, agents, representatives, successors, assigns, and anyone authorized by Midwest Independent Transmission System Operator, Inc.) and APX (including its officers, employees, agents, representatives, successors, assigns, and anyone authorized by APX, Inc.) from any and all claims and demands arising out of or in connection with the use, reuse, publication, republication, and editing of energy injection data provided to APX by Midwest ISO pursuant to this Release.

If the foregoing correctly sets forth the understanding and agreement among Midwest ISO, APX and Counterparty, and Counterparty expressly consents to and authorizes the disclosure by Midwest ISO to APX, and their respective affiliates, attorneys, advisors and other representatives, of the Counterparty's energy injection data solely for the purposes described herein, please so indicate in the space provided for that purpose below, whereupon this Release shall constitute a binding agreement among Midwest ISO, APX and Counterparty as of the date that this Release is signed and returned to Midwest ISO.



By signing below, Counterparty acknowledges and represents that Counterparty has read, and understands the meaning of, this Release.

**ACCEPTED AND AGREED TO BY COUNTERPARTY:**

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

CP Node: \_\_\_\_\_

Date: \_\_\_\_\_