



NORTH AMERICAN RENEWABLES REGISTRY

SPP RELEASE

This document is a Release (“Release”) by the entity identified in the signature block below (“Counterparty”) in favor of Southwest Power Pool, Inc. (“SPP”) and APX, Inc. (“APX”).

Recitals

WHEREAS, SPP has entered into a Services Agreement, dated as of October 14, 2010, (the “Agreement”) with APX to provide generator-specific information to supply a multi-state renewable resource tracking system, the North American Renewables Registry™ (“NAR”); and

WHEREAS, SPP may only provide information to APX as required pursuant to the Agreement for each Counterparty who has executed a release in the form hereof; and

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

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

THEREFORE, the parties agree as follows:

1. Term and Termination

This Release shall be effective from the date of Counterparty’s signature and shall continue until terminated by the Counterparty or SPP (“Term”); *provided, however*, that the consent and authorization in Section 2 with respect to data disclosed during the Term and the release contained in Section 3 shall both survive the termination of this Release.

2. Disclosure of Generator Data

a) Counterparty hereby irrevocably and absolutely consents to and authorizes SPP providing APX, during the Term and pursuant to the terms of the Agreement, and whether by irrevocable license or otherwise, with all of the Counterparty’s energy injection data that is reported by Counterparty to SPP and is thereby contained in SPP’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 as an exhibit to the Agreement, with the express understanding that such exhibit may also be posted on SPP’s website.

b) SPP’s disclosures of Counterparty’s energy injection data to APX are subject to APX’s standard North American Renewables Registry Terms of Use (“TOU”), to the extent they apply to SPP. The TOU may be found at www.narecs.com. By signing this form, Counterparty agrees that SPP may disclose Counterparty’s data consistent with and subject to the TOU.

3. Release

Counterparty hereby releases, discharges, and holds harmless SPP (including its officers, employees, agents, representatives, successors, assigns, and anyone authorized by SPP) and APX (including its officers, employees, agents, representatives, successors, assigns, and anyone authorized by APX) 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 SPP pursuant to this Release.

If the foregoing correctly sets forth the understanding and agreement among SPP, APX and Counterparty, and Counterparty expressly consents to and authorizes the disclosure by SPP 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 SPP, APX and Counterparty as of the date that this Release is signed and returned to SPP.

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: _____

Settlement Location: _____

Date: _____