

**SCHEDULE B – 1a**  
**Consent of Provisional Subscriber**

1. I am the \_\_\_\_\_<sup>1</sup> of \_\_\_\_\_<sup>2</sup>  
("Provisional Subscriber"), a \_\_\_\_\_<sup>3</sup> with its principal  
offices located at \_\_\_\_\_<sup>4</sup> and  
a Party to the attached Terms of Use.

2. I acknowledge that I have read the **Terms of Use and that I understand that APX may modify the Terms of Use from time to time pursuant to Section 1 of the** Terms of Use.

3. I affirm that I have authority to execute this Consent on behalf of Provisional Subscriber and that Provisional Subscriber shall not be given access to the M-RETS System until this Consent has been signed by me and been received by the M-RETS Administrator.

4. Provisional Subscriber will only use the M-RETS System for purchasing and retiring Renewable Energy Credits tracked within the M-RETS System. Provisional Subscriber specifically acknowledges that it shall not use the M-RETS database for any purpose other than that indicated above.

5. Provisional Subscriber agrees that if it engages in activities beyond the scope of purchasing and retiring credits, it shall immediately be subject to the volumetric fees outlined in the Terms of Use.

6. Provisional Subscriber represents that it meets all of the requirements for participation in the M-RETS System, as set forth in the M-RETS Operating Procedures.

7. Subscriber acknowledges that APX may review and/or modify this Consent within one year of the execution of this Consent however, no changes to the fee structure described in Paragraph 13 of this Consent shall be effective in relation to any Certificates with vintage through May 2009 to the extent that the transfer of those Certificates to Subscriber's Account was effective prior to July 11, 2009.

8. Provisional Subscriber agrees that the Attributes for which a particular Certificate has been created in the M-RETS System for said Provisional Subscriber have not previously been, nor will it be, used by or claimed by another entity or transferred to another Compatible Certificate Tracking System.

9. Provisional Subscriber has not retired, sold, claimed, represented elsewhere or used, nor will it retire, sell, claim or represent elsewhere or use to satisfy obligations in any jurisdiction outside of the M-RETS System any of the Attributes associated with Provisional Subscriber's Certificates without designating the disposition of the Certificates as such within the M-RETS System.

10. Provisional Subscriber may not transfer Certificates created in the M-RETS System to a Compatible Certificate Tracking System to satisfy obligations in another jurisdiction that is not in the M-RETS Region.

11. No other entity can claim the right to the Attributes for which Provisional Subscriber is seeking credit.

12. All data and other information being provided to APX and to the M-RETS System by Provisional Subscriber and/or its agents and employees are true and correct to the best of Provisional Subscriber's knowledge, information and belief.

13. Provisional Subscriber agrees to pay the Registration and Subscription Fees that APX may charge for use of the M-RETS System. At this time the volumetric fees are waived for Provisional Subscriber under the conditions outlined in (5) of this consent. In addition, Provisional Subscriber agrees to pay a fee of \$0.25 per certificate retired in the M-RETS system.

14. Provisional Subscriber agrees to be bound by the M-RETS Operating Procedures, the Terms of Use and all other APX Agreements to which Provisional Subscriber is a party except as outlined herein.

15. If Provisional Subscriber is an Account Holder associated with a Registered Generator, Provisional Subscriber represents and warrants that Provisional Subscriber is either (i) the Generator Owner or (ii) the Responsible Party that the Generator Owner designated by executing and returning to the MRETS Administrator a Designation of Responsible Party substantially in the form as set forth in Schedule A to the Terms of Use.

16. All notices or communication from APX to Provisional Subscriber other than invoices should be directed to the following:

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William P. McNeil, V.P. Energy Acquisition  
Commonwealth Edison Company  
Suite 3300  
440 S. LaSalle St.  
Chicago, IL 60605

Dina Lawrence  
Commonwealth Edison Company  
Energy Acquisition Department  
Chase Tower –48<sup>th</sup> Floor  
10 S. Dearborn Street  
Chicago, IL 60606]

17. I declare that all statements contained herein are true and correct, to the best of my knowledge, information and belief and are made with full knowledge that APX and all users of the M-RETS System that is the subject of these Terms of Use rely upon the truth of the statements contained in this consent.

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Signature of Officers<sup>s</sup>

**Directions for Completing Consent of Provisional Subscriber**

**All information on this Consent of Provisional Subscriber must be typed or neatly printed in blue or black ink as follows:**

1. Fill in the Officer's title/position with the Provisional Subscriber, i.e. President, Vice President, General Counsel.
2. Fill in the Provisional Subscriber's full legal name, i.e. ABC Domestic Energy Company, Inc.
3. Indicate whether Provisional Subscriber is a corporation, LLC or partnership.
4. Insert Provisional Subscriber's address.
5. Officer must sign the Consent on the second page.
6. Return the original, completed Consent to:  
**M-RETS Administrator**  
**APX, Inc.**  
**5201 Great America Parkway #522**  
**Santa Clara, CA 95054**