

Canadian Carbon Market Analysis—2007 Edition

To subscribe, please indicate which report(s) you are ordering, complete all information below, and have an authorized corporate official sign in the designated space below. Your completed subscription form should be mailed or faxed to:

*Duncan Rotherham
ICF International
277 Wellington Street West
Toronto, ON M5V 3E4
Telephone: 1.416.341.0389
Fax: 416-341-0383*

We agree to subscribe to ICF International's **Canadian Carbon Market Analysis—2007 Edition**:

DELIVERABLE	CORPORATE PRICE	ORDERED
		(initial)
Excel-based Canadian Carbon Market Analysis Tool	\$20,000	_____
Power Point Report	Included	_____
Formal presentation and discussion of the report at the Subscribers' offices	Included	_____
Subtotal	\$20,000	
GST	\$1,200	
TOTAL	\$21,200	

(Signature of Authorized Representative of Subscriber)

(Subscriber Company Name)

(Name and Title)

(Date)

Address:

Phone / Fax

TERMS AND CONDITIONS

Canadian Carbon Market Analysis—2007 Edition

The Canadian Carbon Market Analysis—2007 Edition was developed by ICF International. ("ICF"). The legal entity ordering the ICF Analysis (the "Customer") agrees that the use of this ICF Analysis constitutes Customer's acceptance of the following terms and conditions:

Deliverables. Once Customer's order is successfully processed, Customer will receive two (2) CD's of the tool issued via priority mail.

Additional Options. Customized, confidential analyses, and reports based on Customer-defined study scenarios can be requested at an additional negotiated price.

Failure to Pay. In the event that any undisputed payment amount has not been made, in addition to any other remedy that ICF may have under law or equity, ICF may immediately terminate this Agreement and Customer's right to use the ICF documents. Customer agrees to indemnify ICF for all reasonable cost, including reasonable lawyer fees and commercially reasonable related costs, necessary to obtain full and proper payment.

Disclaimer. ICF shall endeavor to provide all ICF documents and any associated services consistent with standard practices in a professional manner. **ICF MAKES NO WARRANTIES, HOWEVER, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AS TO THE DOCUMENTS OR OTHER ASSOCIATED SERVICES PROVIDED HEREUNDER.** Specifically but without limitation, ICF makes no warranty or guarantee regarding the accuracy of any forecasts, estimates, or analyses, or that such work products will be accepted by any legal or regulatory body.

Limitation of Liability. In no event shall either party be liable to the other party for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the documents or services provided under this Agreement, even if advised of the possibility of such damages. In no event shall ICF's liability in connection with this Agreement exceed the amounts paid to ICF hereunder.

Proprietary And Trade Secret Information/Usage Restrictions. Customer agrees that the ICF documents constitute and contain valuable trade secret information of ICF. Customer's disclosure of any information contained therein to anyone other than employees of the Customer is prohibited unless authorized in writing by ICF. Customer will take all necessary precautions to prevent the ICF documents from being available to unauthorized persons. Customer will not lend, sell, or otherwise transfer the ICF documents (or parts thereof) to any unauthorized person without ICF's written approval. The Customer's right to use the ICF documents is in the nature of a limited license for the Customer to access and use the information contained therein for Customer's internal business purposes only. ICF retains all intellectual property rights to the ICF documents and the information contained therein, including without limitation all copyright rights and trade secret rights in such information and the methods and processes used to derive and present such information.

In addition to the permitted uses specified in the paragraph immediately above, ICF grants to Customer the limited right to disclose certain *de minimus* portions (such as discrete data points) of the ICF documents ("Selected Material") in Customer's confidential filings to provincial utility commission proceedings or in Customer's confidential responses to applicable discovery requests in such proceedings. This limited right to disclose is subject to: (i) ICF's prior review and written approval of the Selected Material prior to any disclosure, at ICF standard hourly rates, and (ii) Customer's best efforts to keep the Selected Materials confidential to other third parties, except for the permitted disclosure to the provincial utility commission proceedings. If Selected Material is included in the Customer's confidential filings to provincial utility commission proceedings or responses to discovery requests, those sections will be redacted in any filed material made publicly available. Under no circumstance will entire pages or chapters from the ICF documents be disclosed, regardless of the confidential filing. Under no circumstance shall any of ICF's information be disclosed without ICF's express written permission.

Indemnity. Customer shall indemnify and hold ICF harmless against any liability arising from or related to ICF documents that have been changed without ICF's written approval or have been used for a purpose other than as defined hereunder.

Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario

Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the use of ICF documents and supercedes all prior agreements (written or oral) between the parties. This Agreement may not be assigned or modified without the written approval of ICF.