



LETTER OF INTENT Wyoming

This Agreement, dated as of _____ is between:

Rocky Mountain Power
825 NE Multnomah Blvd., Suite 600
Portland, OR 97232
Attn: Energy FinAnswer

And

Owner:

Contact: _____ Phone: _____

Rocky Mountain Power account #: _____ Email: _____

1. Energy Analysis. Rocky Mountain Power will conduct, without charge to Owner, an energy analysis, to determine potential energy savings available from the installation of Energy Efficiency Measures, (EEMs) in Owner's facility known as _____ located at _____. Rocky Mountain Power and Owner will work cooperatively and in good faith to determine the scope, content, and product of the energy analysis and to facilitate its performance. Should Rocky Mountain Power and Owner fail to reach agreement on any aspect of the energy analysis, Rocky Mountain Power, in its sole discretion, will decide such issues.

2. Owner's Approval of Energy Specialist. Rocky Mountain Power will, at Owner's request, submit to Owner for approval the names, addresses, and resumes of any outside energy specialists that Rocky Mountain Power intends to use to perform the energy analysis. The use of such persons in connection with the energy analysis will then be subject to the approval of Owner.

3. Confidential Information. In consideration for the receipt of any Confidential Information from Owner, Rocky Mountain Power agrees to keep such information strictly confidential and not to disclose it to any third party.

3.1 Confidential Information shall mean business plans of Owner or operating data related to the Owner's Facility, disclosed to Rocky Mountain Power during the course of the energy analysis or any follow-up energy analysis at the Owner's Facility, and identified by Owner in writing as

confidential. Confidential information will not include information which (i) is or becomes part of the public knowledge or literature, (ii) is approved for release by the written authorization of its owner, or (iii) is rightfully disclosed by operation of law, regulation, or order by a court or governmental agency.

3.2 Rocky Mountain Power may disclose Confidential Information to energy specialists utilized to perform energy analyses at Owner's Facility. Prior to such disclosure, Rocky Mountain Power shall require that consultants agree in writing to be bound by these confidentiality provisions. At Owner's request, Rocky Mountain Power will provide Owner with copies of any such agreements.

3.3 Rocky Mountain Power's obligation to protect Owner's Confidential Information will remain in force for two (2) years from the date the Owner signs this Letter of Intent.

4. Cooperation by Owner. Owner agrees to have its employees or contractors cooperate with Rocky Mountain Power and its approved energy specialists and to provide Facility operating data and energy use evaluation assistance needed for Rocky Mountain Power to complete the Energy Analysis.

5. Hazardous Material Identification. Rocky Mountain Power and its energy specialists shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials of any kind in connection with the Facility including, but not limited to asbestos, asbestos products, PCBs, or other toxic substances.

6. Disputes/Governing Law. This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the state where the Facility is located, excluding choice of law rules. Any litigation between the parties shall be prosecuted only in the state or federal courts of the state where the Facility is located.

7. Under no circumstances shall either party be liable under this Agreement for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages. In any case, Rocky Mountain Power's liability under this Agreement shall be limited to the cost of performing the energy analysis contemplated hereunder. Rocky Mountain Power warrants that it shall perform the energy analysis in good faith. Rocky Mountain Power disclaims all other warranties.

8. Owner acknowledges that this Letter of Intent is not an Energy Efficiency payment offer and that Energy Efficiency payments are available after completion of an energy analysis and Rocky Mountain Power credit approval and only through the terms and conditions of a fully executed Rocky Mountain Power Energy Services Agreement.

Owner

Rocky Mountain Power

By: _____

By: _____

Title: _____

Title: _____