



# Utility Transformation Consortia Letter of Intent

Name	Title
Entity	Credential
Region	eMail Address
Expertise	Website

Dear NAME;

The intent of this Letter is to provide a written expression of the mutual interest of the in the Utility Transformation Consortia (UTC), in which the UTC will include the ENTITY business expertise, materials, services, website and logo in UTC materials provided to the public, financial institutions, and the utility companies to transition to a new energy generation model.

This Letter outlines some of the terms of conditions that a future Consortia Agreement would include in terms of services to be rendered and the compensation therefore, as well as the exchange of information and documents that should take place in advance of future agreements.

## 1. Prospective Engagement

The engagement, in which the parties herein express a mutual interest, involves the transition of utility companies from carbon intensive to energy generation systems which generate less greenhouse gases and integrate alternative energy approaches. The prospective engagement would involve payment to be negotiated as part of a Consortia Agreement with the Entities to be party of specific transactions as agreed.

## 2. Contingencies

Before parties can reach a Consortium Agreement, all parties must be satisfied with the due diligence processes, information and documents that are provided to all parties as part of the engagement.

## 3. Due Diligence

ENTITY asks permission to examine the financial, accounting and business records, contracts and other legal documents related to the engagement until the closing, or termination, of this Letter of Intent. ENTITY agrees to comply with a Confidentiality Agreement and will not directly contact the clients or suppliers of UTC unless authorized by the latter.

#### 4. Public Announcements and Confidentiality Agreement

All parties hereby agree not to disclose any information to the public regarding this Letter including the materials and proprietary processes, or any future negotiations that will take place, without the written consent of the relevant party. All information that ENTITY and UTC share will remain strictly confidential between the parties and their legal representation.

#### 5. Expenses

All parties agree to carry their own expenses, including any legal or professional fees that may result from due diligence proceedings or any other matter associated with the intended engagement.

#### 6. Nonbinding Agreement

Except for the section entitled "Public Announcements and Confidentiality Agreement," this Letter of Intent is nonbinding for both parties.

#### 7. Closing Date

The closing of an engagement will occur per agreement of parties involved in the project(s) intended in a Consortia Agreement. In the event of the parties not concluding an engagement, the "Public Announcements and Confidentiality Agreement" clause still stands, as does any other Confidentiality Agreement.

Sincerely,

Agreed to by ENTITY

Signature..... Name..... Date:.....

Title..... Office Address: .....

And Accepted and Agreed by  
the Utility Transformation Consortia (UTC)

Signature..... Name...**Patrice Horner**..... Date:.....

Title...**Director**... Office Address: ...**P.O. Box HM 2101 Hamilton HMJX Bermuda**..