

LETTER OF INTENT

1. We the undersigned _____ (hereinafter “the customer”) do hereby signify our intention to form part of the i4SBF (Pty) Ltd subsidised Roll-Out Program (hereinafter “the ROP”).
2. We confirm that we have been provided with documentation of the Ecoglobe Product (hereinafter “the Products”) and that we have satisfied ourselves as to the suitability of the Product for installation at our premises.
3. We understand the terms of the proposed ROP as follows:
 - 3.1 The cost of the Products will be borne by i4SBF (Pty) Ltd;
 - 3.2 The installation costs if applicable of the Products will be borne by us (“the customer”) and that such installation shall be done by i4SBF (Pty) Ltd at a mutually agreed time and date. If an installation cost applies to the client this will be subject to client approval.
4. We understand further that in order to meet the Eskom/i4SBF time constraints:
 - 4.1 the Products shall be required to be installed by no later than 28 February 2012; and that
 - 4.2 in order to achieve such target date, our co-operation and commitment to the ROP will be critical.
5. By providing this letter of intent we acknowledge that:
 - 5.1 the content hereof serves to demonstrate our commitment to the ROP;

5.2 Upon approval of the ROP in relation to our premises, a contractual agreement will be entered into between i4SBF (Pty) Ltd and ourselves in regard to the maintenance of the energy efficient solution for the period five years. All accountability and responsibility as stipulated by Eskom in the DSM Agreement shall be borne by i4SBF (Pty) Ltd. (the DSM Agreement ensures that the energy efficient solution implemented is sustainable for the 5 year period).

5.3 The installation of the Products will be planned with us ("the customer") and a project time line agreed with us for such purpose.

6. Eskom Indemnity

6.1 I herewith confirm and agree that this proposal submitted to Eskom via (ESCo name) is a fair overview of the energy audit conducted within the confines of the premises. The energy savings information contained in this proposal is a true and fair reflection of the savings at our premises and will be implemented using the Eskom ESCo funding model.

6.2 We confirm that i4SBF will ensure the installation and upkeep of the efficient technologies and the associated energy savings for a period of at least 5 years; we wish to also declare that Double Counting/Claiming will by no means occur in our environment via DSM funding models.

6.3 We acknowledge that:

6.3.1 Eskom does not guarantee or undertake any liability in respect of the skills and expertise of i4SBF to implement, commission or maintain the Approved Technology.

6.3.2 Eskom does not guarantee that the Approved Technology will achieve or maintain the Estimated Energy Savings, or any other level of energy savings.

6.3.3 The Customer will comply with all applicable legislation, standards and specifications which relate to the implementation and continued operation of the Approved Technology.

6.3.4 The Customer indemnifies Eskom against any claim by any party relating to any loss or damages allegedly suffered which in any way relates to any aspect of this Letter of Intent, which includes, but is not limited to claims for equipment failure of other loss of property or goods, consequential loss, payment for any energy savings, death or personal injury or guarantees any equipment.

7. Requirements

7.1 Estimated number of down-lighters to be registered with Eskom: _____
(Please include all facilities and branches, etc.)

Thus done and signed at _____ on this the _____ day of _____ 2011.

Full Name: _____

Signature: _____

Designation: _____

Date: _____