

MUTUAL CONFIDENTIALITY AND DISCLOSURE AGREEMENT

This AGREEMENT ("Agreement") is entered into as of _____, 2008 by and between NRU Consulting Services, L.L.C. (NRU LLC), an Oregon limited liability company, whose address is 825 N.E. Multnomah, Suite 1135, Portland, Oregon 97232 and _____ (" "), whose address is _____.

RECITALS

Each of NRU LLC and _____, when providing its respective Confidential Information to the other party, shall be referred to herein as the "Disclosing Party"; and each of NRU LLC and _____, when receiving the other party's Confidential Information, shall be referred to herein as the "Non-Disclosing Party." Each Disclosing Party may disclose, deliver, or give the Non-Disclosing Party access to certain of the Disclosing Party's Confidential Information (as defined below) for the parties' mutual benefit in connection with one or more energy projects being reviewed by NRU LLC and/ or _____. Each Disclosing Party desires to assure the continued confidentiality of its Confidential Information in accordance with this Agreement.

NOW, THEREFORE, in consideration of each Disclosing Party's disclosure or delivery of Confidential Information to the Non-Disclosing Party and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, NRU LLC and _____ agree as follows:

1. **Confidential Information.** The term "Confidential Information" as used in this Agreement means any non-public information that is disclosed by any signatory to the "NRU Phase I Participant Agreement," including NRU LLC, or by _____, to any Non-disclosing Participant(s) or the NRU LLC. "Confidential Information" includes, but is not limited to, present or proposed electric generating project locations, the identity of present or proposed project participants, the terms and conditions or proposed terms and conditions of power purchase agreements or other contractual arrangements in connection with present or proposed projects or power purchases, any and all financial information or business information about the Disclosing Party, the value of the Disclosing Party's assets or business, its agreements with others, its financial status, its financial and other obligations, sales, marketing and customer information, business plans, policies, or practices, any such information received from others that the Disclosing Party is obligated to treat as confidential, and all other materials and information which should be immediately recognized as information that ought to be treated as of a confidential nature. Information so designated shall be treated by the Non-Disclosing party as confidential and subject to this Agreement and to the Confidentiality Policy adopted by the Executive Committee of the Participants. Confidential Information shall not, however, include: (i) information which was in the public domain at the time of disclosure; (ii) information which came into the possession of the Non-Disclosing party other than by disclosure by the Disclosing Party and without any obligation to maintain its confidentiality; or (iii) information which, although originally confidential, subsequently becomes part of the public domain other than through a breach of an obligation of confidentiality under this Policy. All written information

that the Disclosing Party wishes to be treated as Confidential Information shall be plainly marked with the word “Confidential” by the Disclosing Party. All oral information provided by the Disclosing Party shall be presumed to be Confidential Information unless designated as “Not Confidential Information” at the time the oral information is provided by the Disclosing Party.

2. **Use; Disclosure.** All Confidential Information and all rights related thereto, including without limitation all rights relating to patents, copyrights, trademarks or trade secrets, disclosed by the Disclosing Party to the Non-Disclosing Party remains the Disclosing Party's sole property. The Non-Disclosing Party shall take all reasonable and lawful measures to hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party, and shall use the Confidential Information only for the specific purpose for which the Disclosing Party disclosed or delivered it to the Non-Disclosing Party. Without the consent of the Disclosing Party, the Non-Disclosing Party shall not (even after termination of the parties' business relationship described above), directly or indirectly, publish or otherwise disclose any Confidential Information to any person or entity (except as provided in Section 3 hereof), or use any Confidential Information for its own benefit or permit its use by any person or entity for his or its benefit or to the detriment of the Disclosing Party. The Non-Disclosing Party shall take all reasonable and lawful actions and precautions to protect the confidentiality of the Confidential Information and any documents containing any such information, and shall immediately notify the Disclosing Party in writing upon its discovery of any such unauthorized use or disclosure of any Confidential Information.

3. **Disclosure to Representatives.** Notwithstanding Section 2 of this Agreement, the Non-Disclosing Party may disclose the Confidential Information or portions thereof to those of its directors, officers, employees, representatives, consultants, partners, advisors, agents or associates (collectively herein, “Representatives”) who need such access in order to participate in the Non-Disclosing Party's business relationship with the Disclosing Party and who have agreed to protect the confidentiality of the Confidential Information. The Non-Disclosing Party shall advise each such Representative that the Confidential Information is subject to this Confidentiality Agreement and shall secure the agreement of such Representative to a similar confidentiality obligation. Any such agreement of a Non-Disclosing Party's Representatives may be in a general form, covering such party's confidential information generally, so long as it acts to prevent such Representatives from disclosing Confidential Information to others in violation of this Agreement. The Non-Disclosing Party shall be responsible for any breach of this Agreement by anyone with whom they share Confidential Information under this Agreement.

4. **Public Records.** To the extent that either party receives a request for release of Confidential Information under a federal or state [*Public Records Act*] or under other state or federal laws, or the orders of state or federal regulatory agencies or a court of law; the party subject to such an order or request shall use its reasonable best efforts to notify the other party of such request or subpoena for the production of any Confidential Information and shall provide such party an opportunity to resist, at its own cost and expense, such request or subpoena or seek other appropriate remedies. Nothing herein shall be construed as prohibiting either party from using Confidential Information in connection with any claim against the other party in a dispute arising under or related to this Agreement.

5. **Term.** The term of this Agreement shall continue until either Party terminates this Agreement by written notice to the other; provided, however, such termination shall not affect any obligation with respect to Confidential Information received by either Party prior to such termination, which obligation shall continue for a period of two (2) years from the termination date of this Agreement.

6. **Representations and Warranties.** The Parties understand and acknowledge that neither Party nor their respective Representatives are making any representation or warranty as to the accuracy or completeness of any information furnished to each other (except specifically to the extent and only to such extent as shall be expressly set forth in an executed and delivered definitive agreement to effect a Potential Transaction). No Disclosing Party or any of its officers, directors, employees, agents or controlling persons (including, without limitation, parent and subsidiary companies) shall have any liability to a Non-Disclosing Party, any of its Representatives or any other person relating to or arising from the use of the Confidential Information provided by a Disclosing Party or its Representatives.

7. **Miscellaneous.** (a) License. This Agreement shall not be construed to grant to the Non-Disclosing Party a license or any other right to use the Confidential Information except for the limited right to use provided by this Agreement. (b) Irreparable Harm. The Non-Disclosing Party understands and acknowledges that any breach or threatened breach for any of its obligations under this Agreement will cause irreparable harm to the Disclosing Party for which damages would not be a fully adequate remedy, and therefore, in the event of any such breach, in addition to other available remedies, the Disclosing Party shall have the right to obtain specific performance of this Agreement and injunctive relief. (c) Survival. This Agreement shall survive any business relationship between the Disclosing Party and the Non-Disclosing Party as provided in Section 5 of this Agreement. (d) Notices. Any notice or other communication required or permitted under this Agreement shall be delivered by telecopier or by first class U.S. registered or certified mail, postage prepaid, to each party's address first set forth above and shall be effective five (5) days after mailing, if mailed, or otherwise upon receipt. (e) Waiver. No waiver of any provision of this Agreement shall be effective unless contained in writing signed by the party to be charged with such waiver. (f) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. (g) Attorneys' Fees. If any action of law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees. (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. (i) Sole Agreement; Amendment. This Agreement constitutes the sole understanding of the parties concerning its subject matter and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements. This Agreement may be amended only by written agreement of the parties. (j) Successors and Assigns. Neither party may assign or otherwise transfer its rights or delegate its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding on and inured to the benefit of the parties' respective successors and permitted assigns. (k) Third Party Beneficiaries. Any Participant under the NRU Phase I Participant Agreement that discloses Confidential Information under this Agreement is intended to be a third party beneficiary of this Agreement (l) Counterparts. This Agreement may be executed in counterpart, which taken together shall constitute one and the same original. (m) Facsimile Signature. The facsimile signature of the

parties shall be deemed to be their respective original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first above written.

(Party)

NRU LLC

_____ Date _____

_____ Date _____

By: _____

By: John Saven

Its: _____

Its: CEO