

**CONFIDENTIALITY AND
NON-DISCLOSURE AGREEMENT**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of December 15, 2009, by and between Golden Spread Electric Cooperative, Inc., a Texas cooperative corporation with a place of business at 905 South Fillmore, Suite 220, Amarillo, Texas 79105-5898 ("Golden Spread"), and _____, a _____ corporation ("Counterparty")¹ with a place of business at _____, each referred to herein individually as "Party" and collectively as "Parties."

RECITALS

- A. The Parties desire to exchange certain proprietary or confidential information that pertains to a possible transaction between the Parties, including in response to Golden Spread's Request for Proposals for Wind Energy Supply Resources issued December 15, 2009 (the "Proposed Transaction"); and
- B. The Parties are willing to provide such information for such purpose in accordance with the terms hereof.

NOW, THEREFORE, Counterparty and Golden Spread do hereby mutually agree as follows:

1. Definitions.

- a. "Confidential Information" shall mean all confidential or proprietary written, recorded, electronic or oral information or data (including without limitation research, developmental, engineering, manufacturing, technical, marketing, sales, project development, landowner, energy, transmission, interconnection, pricing, permitting, or other project-related information, or compilations thereof, financial, operating, performance, cost, business and process information or data, trade secrets, discoveries, ideas, designs, data, source code, object code, processes, computer programs, developments, flow diagrams, know-how, and computer programming and other software and software techniques) pertaining to the Proposed Transaction provided (whether such confidentiality or proprietary status is indicated orally and whether or not the specific words "confidential" or "proprietary" are used) to a Party (the "Receiving Party") by the other Party (the "Disclosing Party") in the course of the exchange of such information or data between the Parties. Without limiting the aforesaid, the existence of discussions between the Parties regarding the Proposed Transaction shall constitute Confidential Information hereunder.

¹ If two or more unaffiliated Parties are involved in exchanging information because they are jointly pursuing a proposed transaction as counterparties with Golden Spread, all such joint counterparties should execute this Agreement and the preamble should list each of them followed by the parenthetical, (each a "Counterparty").

- b. "Counterparty" shall mean _____ and any of its subsidiaries or affiliates.
 - c. "Golden Spread" shall mean Golden Spread Electric Cooperative, Inc. and any of its subsidiaries or affiliates.
 - d. "Person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.
 - e. "Representatives" shall mean as to any Person, its affiliates, directors, officers, members, employees, agents and advisors (including, without limitation, financial advisors, attorneys and accountants).
2. Confidentiality and Non-Use. In consideration of each Party's providing Confidential Information, the Parties agree as follows:
- a. The Receiving Party shall hold confidential and not disclose to any Person, without the prior written consent of the Disclosing Party, all Confidential Information of the other Party and any information about the Proposed Transaction, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, or the fact that Confidential Information has been made available to the Receiving Party or its Representatives; provided, however, that the Receiving Party may disclose such Confidential Information to its Representatives who are actively and directly participating in its evaluation of the Proposed Transaction or who otherwise need to know the Confidential Information for the purpose of evaluating the Proposed Transaction;
 - b. The Receiving Party will not use the Confidential Information for any purpose other than in connection with the Proposed Transaction between the Parties;
 - c. The Receiving Party shall cause all its Representatives to observe the terms of this Agreement and shall be responsible for any breach of the terms of this Agreement by it or its Representatives; and
 - d. The Receiving Party shall return or destroy all Confidential Information (including all copies thereof) within 30 days of receipt of a written request therefore. Notwithstanding the foregoing requirement for a Receiving Party's return or destruction of a Disclosing Party's Confidential Information: (1) the Receiving Party may maintain a single confidential copy of the Confidential Information in the office of its general counsel solely as a record of the material provided hereunder; (2) a Receiving Party shall not be required to return or destroy Confidential Information that is commingled with other electronic records that are collected and maintained by the Receiving Party in a separate secure facility as part of information technology backup or disaster recovery procedures in accordance with the normal course of business, or Confidential Information that is incorporated into an agreement between the Receiving Party and the Disclosing Party; and (3) a Party shall not be required to destroy Confidential Information in the possession of the Receiving Party or its Representatives if, in the opinion of legal counsel to the

Receiving Party or its Representatives, such destruction would be unlawful or would violate any order, judgment, writ or decree to which the Receiving Party or its Representatives are subject to or by which they are bound. Notwithstanding the return or destruction of Confidential Information or the foregoing right to retain Confidential Information, each Receiving Party and its Representatives will continue to be bound by the obligations of confidentiality hereunder. This obligation shall survive any early termination of this Agreement for a period of two (2) years from the effective date of this Agreement.

3. Exceptions to the Confidentiality and Non-Use Obligations. The obligations imposed by Section 2 hereof shall not apply, or shall cease to apply, to any Confidential Information if or when, but only to the extent that, such Confidential Information:
- a. was known to the Receiving Party prior to the receipt of the Confidential Information; or
 - b. was, or becomes through no breach of the Receiving Party's obligations hereunder, known to the public; or
 - d. becomes known to the Receiving Party from sources other than the Disclosing Party under circumstances not involving any breach of any known confidentiality obligation; or
 - d. is independently developed by the Receiving Party, as evidenced by the written records thereof.

It shall not be a breach of the confidentiality obligations hereof for a Receiving Party to disclose Confidential Information where, but only to the extent that, such disclosure is required by law or applicable legal process, provided in such case the Receiving Party shall (i) give the earliest notice possible to the Disclosing Party that such disclosure is or may be required and (ii) reasonably cooperate in protecting such confidential or proprietary nature of the Confidential Information which must so be disclosed.

4. No Further Agreements Hereunder. Neither Golden Spread nor Counterparty, nor any member, parent, subsidiary or affiliate thereof, shall be under any obligation to enter into any further agreements with the other signatory hereto or its members, parents, subsidiaries or affiliates of any nature whatsoever as a result of this Agreement. The Parties shall be free at all times to hold negotiations or enter into agreements with any other persons whatsoever in addition to or in lieu of the discussions hereunder and any such activities shall not be a breach of this Agreement or any obligations owed to the other Party hereunder. Each Party hereto reserves the right, in its sole discretion, to decline, to retract or to reject at any time any proposal which has not yet become legally binding by execution of a written agreement between the Parties with respect thereto, or with respect to any further agreements or business arrangements with the other Party hereto, its parents, subsidiaries or affiliates, and to terminate all further discussions and negotiations. Until and unless the Parties enter into a definitive agreement, no contract or agreement or any relationship shall be deemed to exist between the Parties as a result of this Agreement, the issuance of a term sheet, the issuance, receipt, review or analysis of information,

the negotiation of definitive documentation, or otherwise, and none of the foregoing shall be relied upon as the basis for an implied contract or a contract by estoppel.

5. No Representations and Warranties. Each of the Parties make no representation or warranties, express or implied, of any kind to the other Party with respect to the Confidential Information, including without limitation with respect to the accuracy or completeness thereof. Any representations or warranties shall be made thereby, if at all, only in definitive written agreements that may be entered into hereafter.
6. Termination; Duration of Obligations. This Agreement shall terminate two years from the effective date hereof. Upon termination, each Party shall return or destroy any Confidential Information received from the other Party in the manner set forth in Section 2(d) of this Agreement.
7. Entire Agreement. This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings between the Parties relating to the subject matter hereof.
8. Waivers; Amendments; Assignment. This Agreement may not be modified, amended or waived except by a written instrument duly executed by both Parties. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement may not be assigned by either Party without the prior written consent of the other and shall be binding on, and inure to the benefit of, the respective successors of the Parties thereto.
9. Governing Law; Disputes. This Agreement is made subject to and shall be construed under the laws of the State of Texas, without giving effect to its principles or rules regarding conflicts of laws. The state and federal courts situated in the State of Texas shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement or the Confidential Information. Each Party irrevocably consents to the jurisdiction thereof and agree that any actions, suits or proceedings arising out of or relating to this Agreement or the Confidential Information shall be brought solely in such courts. Each Party irrevocably waives its rights to jury trials with respect thereto. In the event of any litigation hereunder, the prevailing Party shall be entitled to costs and reasonable attorney's fees.
10. Severability. If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such enforceability or invalidity shall not affect the enforceability or invalidity of any other provision of this Agreement.
11. Execution; Counterparts. This Agreement may be signed in two or more counterpart originals, each of which shall constitute an original document. This Agreement may be executed and delivered in original form or in facsimile form, pursuant to Section 12, Notices, below, and the Parties agree that execution and delivery by facsimile shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile signatures as evidence of the

execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.

12. Notices. Any notice given hereunder by either Party shall be made in writing and delivered by personal delivery, certified mail or overnight delivery or by facsimile, as follows:

If to Golden Spread:

Michael Wise
Vice President, Transmission & Operations

With a copy to:

Carrie Clark
Corporate Counsel

Mail

Golden Spread Electric Cooperative, Inc.
P.O. Box 9898
Amarillo, TX 79105-5898

Direct Delivery

905 Fillmore, Suite 220
Amarillo, TX 79101-3541

Facsimile: (806)374-2922

If to Counterparty:

[to be inserted by Counterparty]

Either party may periodically change any address to which notice is to be given it by providing written notice of such change.

13. Remedies. Without prejudice to the rights and remedies otherwise available to either Party, each Party shall be entitled to equitable relief by way of injunction or otherwise if the Receiving Party or any of its Representatives breach or threaten to breach any of the provisions of this Agreement and the Receiving Party shall not plead in defense thereto that there would be an adequate remedy at law.

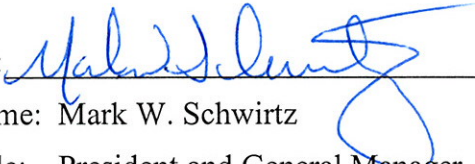
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

COUNTERPARTY

GOLDEN SPREAD ELECTRIC COOPERATIVE

[Insert Name of Counterparty]

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Mark W. Schwirtz
Title: President and General Manager
Date: _____