

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“the Agreement”) is made between _____, Address: _____

; Telephone Number: _____; Email: _____

(“Receiver”) and **HOLY CROSS ELECTRIC ASSOCIATION, INC. a/k/a HOLY CROSS ENERGY**, 3799 Highway 82, P. O. Box 2150, Glenwood Springs, CO 81602-2150, as the principal (“Holy Cross”); and is on the following terms:

1. Receiver will necessarily be able to obtain access to certain records of Holy Cross kept or maintained by it regarding Holy Cross’s members, electric lines, facilities and mapping and other information and data that the Receiver and Holy Cross agree is Confidential Information. Confidential Information shall include the above materials and also include all documents, data, information, studies, computer programs, and other matters furnished in any form to Receiver by Holy Cross. Confidential Information shall neither be used nor disclosed except for the purpose of preparing a response to the Summer 2010 Request for Proposals for Renewable Energy and Renewable Energy Credits from Solar Photovoltaic Generating Projects (the “RFP”), and solely in accordance with the RFP. Confidential Information shall not be disclosed by Receiver to any person without the prior specific written consent of Holy Cross.

2. Those parts of any writing, written examinations, or other written references to Confidential Information in the course of work under the RFP will be segregated in the files of the Receiver, and withheld from inspection by any person not bound by the terms of this Agreement.

3. All persons who are afforded access to any Confidential Information by reason of the RFP by Receiver shall neither use nor disclose the Confidential Information for purposes of business or competition, or any other purpose other than the purposes of response to the RFP, and shall take all reasonable precautions to keep the Confidential Information secure and in accordance with the purposes and intent of the RFP. The Receiver may not copy, microfilm, microfiche, or otherwise reproduce such Confidential Information without the prior written consent of Holy Cross.

4. Upon termination of the RFP, Receiver shall immediately return to Holy Cross, all magnetic or other media storage, and all documentary or tangible materials containing Confidential Information and shall not retain in Receiver’s possession, custody or control any copies, notes, abstracts, summaries, tapes, or other record of any kind containing or relating to the Confidential Information.

5. The parties hereto agree that in the event of a breach, whether actual or threatened, of any of the terms hereof by Receiver, Holy Cross will suffer immediate irreparable damage, for which monetary damages will not provide an adequate remedy. Accordingly, Holy Cross shall be entitled to pursue injunctive relief, together with any other available remedies, in the event of the threatened or actual breach hereof by Receiver or Receiver’s employees, agents or representatives. In any such action, the prevailing party shall be entitled to recover its attorney’s fees and costs incurred from the losing party. Receiver will indemnify Holy Cross for all claims, demands, damages, attorney fees, costs and expenses incurred by Holy Cross for claims of third parties regarding the Confidential Information disclosed to the Receiver.

6. It is the intention of the parties to restrict the activities of Receiver only to the extent necessary for the protection of the legitimate business interests of Holy Cross. The parties specifically covenant and agree that should any of the clauses or the provisions hereof, under any set of circumstances not now foreseen by the parties, be held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that such clause or provision shall be modified to the extent necessary to make it valid and enforceable and to effectuate the intent of the parties.

7. This Agreement shall be binding upon and inure to the benefit of Holy Cross, as well as its successors, legal representatives and assigns. Receiver may not assign or subcontract any part of this Agreement. A change in the controlling stockholders, merger or consolidation shall be deemed an assignment under the terms of this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The Receiver hereby irrevocably submits to (a) the jurisdiction of any court of the State of Colorado or any federal court located in the State of Colorado for purposes of any suit, action or other proceeding arising out of this Agreement which is brought by or against the Receiver, and (b) the venue of such suit, action or proceeding in the State of Colorado.

Dated: _____

“RECEIVER”

By:  _____

Title: _____

Company: _____

Date of Signature: _____

“HOLY CROSS”

By:  _____

Title: _____

Date of Signature: _____