

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-disclosure Agreement (this “Agreement”), dated March 23, 2017, is entered into between Kentucky Municipal Energy Agency c/o Rubin & Hays with offices at 450 South Third Street, Louisville, Kentucky 40202 (“KyMEA”) and Heather Overby and the Kentucky Municipal Power Agency with offices at 1500 Broadway, Paducah, Kentucky 42002 (collectively the “Administrative Consultant”), collectively referred to as the (“Parties”).

Background Statement

KyMEA has had and desires to have confidential discussions with one or more entities (each a “Disclosing Party”) in connection with the evaluation of proposed transactions between the Disclosing Party and KyMEA provided by the Disclosing Party in response to the Request for Proposals from KyMEA seeking proposals to supply electric capacity and energy to the KyMEA from coal, natural gas combined cycle, natural gas combustion turbine (CT), peaking/reserve capacity and renewable resources (the “Proposed Transactions”). The Parties acknowledge that KyMEA has or will be receiving, reviewing, and analyzing information with respect to Proposed Transactions that is highly confidential, proprietary, or otherwise not publicly available. The Parties acknowledge that KyMEA has entered into separate Confidential and Non-Disclosure Agreements with each Disclosing Party (collectively the “Underlying Confidentiality Agreements”). The Administrative Consultant acknowledges receipt of a copy of each Underlying Confidentiality Agreement and the Parties hereto agree that the terms and conditions of the Underlying Confidentiality Agreements are incorporated herein as if fully recited in this Agreement. KyMEA and the Administrative Consultant have entered into this Agreement to establish terms and conditions applicable to the exchange of Confidential Information in connection with the Proposed Transactions.

Agreement

1. Non-disclosure of Confidential Information. KyMEA has entered into a Master Services Agreement dated December 1, 2016 and a Task Authorization dated February 1, 2017 with the Kentucky Municipal Power Agency (“KMPA”) to provide administrative services to KyMEA. KyMEA has determined that the Administrative Consultant needs to know the Confidential Information provided by the Disclosing Party to KyMEA in connection with KyMEA’s evaluation of Proposed Transactions. Confidential Information will be kept strictly confidential by the Administrative Consultant. The Administrative Consultant agrees to be bound by the terms of this Agreement. The Administrative Consultant agrees that it shall not disclose the Confidential Information to any person other than to KyMEA’s Directors and Alternate Directors, or KyMEA’s Members and as expressly permitted by this Agreement, and shall safeguard the Confidential Information from unauthorized disclosure. Administrative Consultant shall use the Confidential Information as necessary in the provision of administrative services to KyMEA and for no other purpose.

2. Notice Preceding Required Disclosure. If the Administrative Consultant is

requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, regulatory proceedings, stock exchange rules, or other applicable rules or regulations or similar process) to disclose any Confidential Information, Administrative Consultant shall promptly notify KyMEA of such request or requirement so that KyMEA may seek an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of an express waiver under this Agreement, the Administrative Consultant is, in the opinion of legal counsel, required to disclose the Confidential Information, Administrative Consultant may disclose only such of the Confidential Information to the party requiring disclosure as, in the opinion of legal counsel, is required by applicable law, rule or regulation and, in connection with such disclosure. The Administrative Consultant shall use commercially reasonable efforts to obtain confidential treatment of such portion of the Confidential Information as is disclosed.

3. Definition of “Confidential Information”. As used in this Agreement, “Confidential Information” means any and all information that is furnished, before or after the date hereof, to Administrative Consultant by KyMEA or otherwise that relates to or concerns Proposed Transactions or a Disclosing Party and its affiliates, including, but not limited to, the fact that Confidential Information has been made available to KyMEA and the Administrative Consultant, the identity of any Disclosing Party, the fact that discussions relating to this Agreement or relating to Proposed Transactions or the Underlying Confidentiality Agreements is taking place, and the existence of this Agreement or the Underlying Confidentiality Agreements. Any information furnished to the Administrative Consultant by a director, officer, employee, member, partner, lender, consultant, agent, or other representative of KyMEA will be deemed furnished by KyMEA for the purpose of this Agreement. Notwithstanding the foregoing, the following does not constitute Confidential Information for purposes of this Agreement: (i) information that is or becomes publicly available other than as a result of a disclosure by the Administrative Consultant in breach of this Agreement or other obligation of confidentiality; (ii) information that was already known to the Administrative Consultant on a non-confidential basis prior to being furnished to the Administrative Consultant by KyMEA; (iii) information that becomes available to the Administrative Consultant on a non-confidential basis from a source other than KyMEA or a representative of KyMEA if such source, to Administrative Consultant’s knowledge, is neither subject to any prohibition against transmitting the information to the Administrative Consultant nor bound by a confidentiality agreement with KyMEA; and (iv) information that is independently developed by the Administrative Consultant without use of or reference to Confidential Information.

4. Return of Information. Confidential Information will remain the property of KyMEA. Upon request of KyMEA, Confidential Information, and any copies thereof and notes derived therefrom, will be returned to KyMEA or destroyed immediately upon KyMEA’s request. . Unless otherwise agreed to by the Parties, the Administrative Consultant may retain one record copy for its files. Any Confidential Information so retained shall remain subject to this Agreement without regard to Section 7 hereof.

5. No Waiver. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

6. Remedies. Because money damages may not be a sufficient remedy for a breach of this Agreement by the Administrative Consultant, KyMEA shall be entitled to seek specific performance and injunctive relief as remedies for any such breach or threatened breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by the Administrative Consultant but will be in addition to all other remedies available to KyMEA at law or in equity.

7. Term. Except as otherwise provided in Section 4, this Agreement shall terminate on the date that is two (2) years from the date first written above.

8. No Representations or Warranties. Neither KyMEA nor any of its representatives is making any representation or warranty as to the accuracy, validity or completeness of Confidential Information and KyMEA shall not be liable to the Administrative Consultant or any other party as a result of the use of Confidential Information.

9. No Assignment; Successors. The Administrative Consultant may not assign all or any part of this Agreement without KyMEA's prior written consent. This Agreement inures to the benefit of the Parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

10. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KENTUCKY, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD OTHERWISE DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION. EACH OF THE PARTIES HERETO AGREES THAT (A) ANY LEGAL ACTION BROUGHT HEREUNDER SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED WITHIN KENTUCKY AND (B) ANY RIGHT OF THE UNDERSIGNED TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT IS WAIVED.

11. Entire Agreement; Headings. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed via facsimile transmission and may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

12. Savings Clause. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be

invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

To evidence their acceptance of this Agreement, the Parties' authorized representatives have signed below effective as of the date first specified above.

**KENTUCKY MUNICIPAL
POWER AGENCY**

By: _____

Name: _____

Title: _____

Date: _____

**KENTUCKY MUNICIPAL
ENERGY AGENCY**

By: _____

Name: _____

Title: _____

Date: _____

HEATHER OVERBY

Date: _____