

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

IN THE MATTER OF:

APPLICATION OF KENTUCKY UTILITIES)	
COMPANY FOR AN ADJUSTMENT OF ITS)	CASE NO.
ELECTRIC BASE RATES)	2012-00221

IN THE MATTER OF:

APPLICATION OF LOUISVILLE GAS &)	
ELECTRIC COMPANY FOR AN ADJUSTMENT)	CASE NO.
OF ITS ELECTRIC AND GAS BASE RATES)	2012-00222

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") dated October 25, 2012 is entered into by and between The Kroger Co. ("Kroger") and the Office of the Attorney General of the Commonwealth of Kentucky ("Attorney General") to apply to certain information produced by Kroger in the above captioned proceedings (the "Proceedings" or "Proceeding") before the Kentucky Public Service Commission ("Commission"). This Agreement shall also apply to representatives of the Applicant or other intervening party in either Proceeding who desires access to the information for the purpose of participating in the Proceedings and who executes the Non-Disclosure Certificate as provided in Section 2 below a ("Complying Party").

1. "Confidential Information " shall be defined as any material and information so designated by Kroger and filed in the Proceedings pursuant to a Petition for Confidential Protection. Confidential Information shall not include information that is public knowledge or becomes public knowledge, other than through disclosure in violation of this Agreement. Confidential Information shall include "Notes of Confidential Information" defined as memoranda, handwritten notes, or any other form of documentation (including electronic information) that copies or replicates the Confidential Information. Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Confidential Information except as specifically provided

otherwise in this Agreement.

2. The applicant or other intervening party in either Proceeding may have access to the Confidential Information by having each representative of that party, including its counsel and outside consultants, who requires access to the Confidential Information execute the Non-Disclosure Certificate attached to this Agreement. A copy of each Non-Disclosure Certificate shall be provided to Kroger prior to disclosure of any Confidential Information. If an attorney of the Attorney General or a Complying Party has executed the Non-Disclosure Certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. Such attorneys are responsible for ensuring that persons under their supervision or control comply with this Agreement.

3. The Attorney General and a Complying Party agree to limit access to the Confidential Information to persons who are (a) attorneys who have made an appearance in the Proceedings; (b) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in (a); and (c) an employee or independent contractor of the Attorney General or Complying Party involved in either Proceeding including any expert or employee of an expert retained by the Attorney General or Complying Party in either Proceeding for the purpose of advising, preparing for or testifying in either Proceeding.

4. Confidential Information shall be made available under the terms of this Agreement to the Attorney General and Complying Party solely for their use in these Proceedings and any appeals thereof, and may not be used for any commercial, business, or other purpose whatsoever.

5. Confidential Information shall remain available to the Attorney General and Complying Party until orders terminating these Proceedings become no longer subject to judicial review. At that time, and only upon request by Kroger, the Attorney General and Complying Party shall, within fifteen days of such request, return the Confidential Information (excluding Notes of Confidential Information) to Kroger or certify to Kroger's satisfaction that it has destroyed the Confidential Information, provided that copies of filings, official transcripts and exhibits in these Proceedings that contain Confidential Information and Notes of Confidential Information may be retained, if they are maintained in accordance with Paragraph 6 of this Agreement. To the extent Confidential Information is not returned or destroyed, it shall remain subject to this Agreement.

6. The Attorney General and Complying Party agree to treat all Confidential Information as confidential in accordance with the Non-Disclosure Certificate and to maintain same in a secure place. Confidential Information shall not be used except as necessary for the conduct of these Proceedings, nor shall they be disclosed in any manner to any person other than a person who is engaged in the conduct of these Proceedings on a need to know basis.

7. The Attorney General and Complying Party agree that all documents reflecting Confidential Information, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents that refer to the Confidential Information, shall be filed and served in compliance with the applicable procedures for filing confidential information in these Proceedings and agree to make use of or refer to the Confidential Information in conformity with 807 KAR 5:001, Section 7.

8. The Attorney General and Complying Party agree that the disclosure of any information in violation of this Agreement shall result in immediate and irreparable injury to Kroger for which there is no remedy at law.

EXECUTED THIS 25th DAY OF OCTOBER , 2012.

BY: THE KROGER CO.

BY: OFFICE OF THE ATTORNEY GENRAL

Counsel

Counsel

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NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding and agreement that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated October 25, 2012, between The Kroger Co. and the office of the Attorney General of the Commonwealth of Kentucky in the above captioned Proceedings; that I have read or been advised of the terms and restrictions of the Non-Disclosure Agreement; and that I agree to be bound by it in all respects. I further understand that the Confidential Information to which I have access, and any notes or other memoranda, or any other form of information that replicates or discloses Confidential Information shall not be disclosed to anyone other than in accordance with the Agreement, and will be used only for the purposes of these Proceedings.

Print and Sign Name

Address
