

# GETTY & CHILDERS PLLC

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March 30, 2010

Jeff R. Derouen  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40601

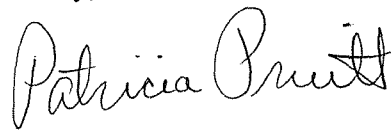
Re: Kentucky Power Company General Rate Increase  
Case No. 2009-00459

Dear Mr. Derouen:

Enclosed please find a Non-Disclosure Certificate that has been signed by Joe Childers.  
If you have any questions, please call me at 859/259-1900, ext. 33.

Thank you.

Sincerely,



Patricia M. Pruitt,  
Secretary to Joe F. Childers

Enclosure  
tmp1tr0727

RECEIVED

MAR 31 2010

PUBLIC SERVICE  
COMMISSION

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

MAR 31 2010

PUBLIC SERVICE  
COMMISSION

In the Matter of:

THE APPLICATION FOR APPROVAL OF )  
RENEWABLE ENERGY PURCHASE AGREEMENT )  
FOR WIND ENERGY RESOURCES BETWEEN ) Case No. 2009-00545  
KENTUCKY POWER COMPANY AND FPL ILLINOIS )  
WIND, LLC )

and

In the Matter of:

THE APPLICATION FOR GENERAL )  
ADJUSTMENT OF ELECTRIC RATES ) Case No. 2009-00459  
OF KENTUCKY POWER COMPANY )

**NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement between Community Action Kentucky, Inc. and Kentucky Power Company in this proceeding, that I have been given a copy of and have read the Non-Disclosure Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement, and will be used only for the purposes of this proceeding.

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Representing: \_\_\_\_\_

Date: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

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MAR 31 2010

PUBLIC SERVICE  
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In the Matter of:

THE APPLICATION FOR APPROVAL OF )  
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KENTUCKY POWER COMPANY AND FPL ILLINOIS )  
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In the Matter of:

THE APPLICATION FOR GENERAL )  
ADJUSTMENT OF ELECTRICAL RATES ) Case No. 2009-00459  
OF KENTUCKY POWER COMPANY )

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is entered into by and between Community Action Kentucky, Inc. (“Intervenor”)<sup>1</sup> and Kentucky Power Company (“Kentucky Power”).

1. This Agreement shall govern the use of all Protected Materials produced by, or on behalf of, Kentucky Power in: *In the Matter of: The Application for Approval of Renewable Energy Purchase Agreement for Wind Energy Resources Between Kentucky Power Company and FPL Illinois Wind, LLC*, Case No. 2009-00545 and *In the Matter of: The Application for General Adjustment of Electrical Rates of Kentucky Power Company*, Case No. 2009-00459 (collectively “the Proceedings.”) Notwithstanding any order terminating this proceeding this Agreement shall remain in effect until specifically modified or terminated by the Kentucky Public Service Commission.

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<sup>1</sup> As used in this Agreement, Intervenor includes its Authorized Representatives as defined below.

2. “Authorized Representative” shall mean a person who has signed the attached Non-Disclosure Certificate and who is: (a) an attorney who has made an appearance in this proceeding for Intervenor; (b) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in (a); (c) an employee or independent contractor of Intervenor involved in this case including any expert or employee of an expert retained by Intervenor in this proceeding for the purpose of advising, preparing for or testifying in this proceeding.

3. “Protected Materials” are materials so designated by Kentucky Power that customarily are treated by Kentucky Power as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject Kentucky Power to risk of competitive disadvantage or other business injury. Protected Materials shall not include the following: (a) any information or document that has been filed with and placed of record in the public files of the Kentucky Public Service Commission (“Commission”), or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court; or (b) information that is public knowledge or becomes public knowledge, other than through disclosure in violation of this Agreement or in violation of a similar agreement executed by Kentucky Power.

4. “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic information) that copies or discloses Protected Materials. Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided otherwise in this Agreement.

5. Protected Materials shall be made available under the terms of this Agreement to Intervenor solely for its use in the Proceedings and any appeals from the Proceedings, and may not be used by Intervenor for any commercial, business, or other purpose whatsoever.

6. Protected Materials shall remain available to Intervenor until an order terminating the Proceedings becomes no longer subject to judicial review. If requested to do so in writing after that date, Intervenor shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to Kentucky Power, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 7 of this Agreement. Within such time period, Intervenor, if requested to do so, shall also submit to Kentucky Power an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 7 below. To the extent Protected Materials are not returned or destroyed, they shall remain subject to this Agreement.

7. All Protected Materials shall be maintained by Intervenor in a secure place. Access to those materials shall be limited to Authorized Representatives. Protected Materials shall be treated as confidential by Intervenor and the Authorized Representatives in accordance with the certificate executed pursuant to Paragraph 8 below. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except an Authorized Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Authorized Representative may make notes of Protected

Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Authorized Representatives may not use information contained in any Protected Materials obtained through this proceeding to give Intervenor or any competitor or potential competitor of Kentucky Power a commercial advantage or otherwise economically disadvantage Kentucky Power based on disclosure of the Protected Materials.

8. An Authorized Representative shall not be permitted to inspect, participate in discussion regarding, or otherwise be permitted access to Protected Materials unless that Authorized Representative has first executed the attached Non-Disclosure Certificate, provided that if an attorney qualified as an Authorized Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. Attorneys qualified as Authorized Representatives are responsible for ensuring that persons under their supervision or control comply with this order. A copy of each Non-Disclosure Certificate shall be provided to Kentucky Power prior to disclosure of any Protected Materials to an Authorized Representative.

9. Any Authorized Representative may disclose Protected Materials to any other Authorized Representative as long as the disclosing Authorized Representative and the receiving Authorized Representative have both executed a Non-Disclosure Certificate. In the event that any Authorized Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the Non-Disclosure Certificate.

10. Intervenor shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

11. All copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents that refer to Protected Materials, shall be filed and served in compliance with the applicable procedures for filing confidential information in this proceeding. If Intervenor seeks to make use of or reference to Protected Materials, it must do so in conformity with 807 KAR 5:001, Section 7.

12. Nothing in this Agreement shall be construed as precluding Kentucky Power or Intervenor from objecting to the use of Protected Materials on any legal grounds. Moreover, nothing in this Agreement shall be construed as a waiver of Kentucky Power's right to object to data requests or other requests for information or documents from Intervenor.

13. Nothing in this Agreement shall preclude Intervenor from requesting that the Commission find that this Agreement should not apply to all or any materials designated as Protected Materials pursuant to this Agreement. However, Intervenor shall continue to treat any Protected Materials as Protected Materials under this Agreement until the Commission issues a finding that such materials should not be designated as Protected Materials and all appeals from such a finding. Neither Kentucky Power nor Intervenor waives its rights to seek additional administrative or judicial remedies following a Commission finding that Protected Materials are not subject to protection.

14. The parties and Authorized Representatives agree by execution of this Agreement that the sole and exclusive remedy for any alleged breach of this Agreement by Intervenor shall be an injunctive proceeding pursuant to CR 65 et seq of the Kentucky Rules of Civil Procedure brought in the Franklin Circuit Court and the appellate courts of Kentucky, with each party

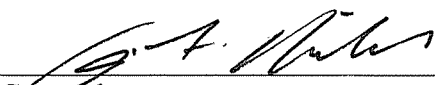
bearing its own costs. The parties further agree to waive any other remedies that may be available outside of injunctive relief from the Franklin Circuit Court. Each person signing the Non-Disclosure Certificate agrees to submit to the jurisdiction of the Franklin Circuit Court and the appellate courts of Kentucky with respect to any action alleging a breach of this Agreement. The parties and each Authorized Representative further agree that the disclosure of any information in violation of this agreement that is determined to be protectable by the Commission shall result in immediate and irreparable injury to Kentucky Power for which there is no remedy at law.

15. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials, including Notes of Protected Materials, shall not be disclosed to anyone other than in accordance with this Non-Disclosure Agreement and shall be used only in connection with this proceeding.

BY: Kentucky Power Company

BY: Community Action Kentucky, Inc.

\_\_\_\_\_  
Counsel

  
\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Date

3/30/2010  
\_\_\_\_\_  
Date