

EXHIBIT A

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-disclosure Agreement (this “Agreement”), dated _____, is entered into between Kentucky Municipal Energy Agency with offices at 1700 Eastpoint Parkway, Suite 220, Louisville, Kentucky 40223 (“Receiving Party”) and _____ with offices at _____ (“Disclosing Party”), collectively referred to as the (“Parties”).

Background Statement

Receiving Party has had and desires to have confidential discussions with Disclosing Party in connection with the evaluation of proposed transactions between Disclosing Party and Receiving Party provided by Disclosing Party in response to the Request for Proposals from Receiving Party dated _____ (“Proposed Transactions”). The Parties acknowledge that Receiving Party will be receiving, reviewing, and analyzing information with respect to Proposed Transactions that is highly confidential, proprietary, or otherwise not publicly available. Receiving Party and Disclosing Party 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.** Confidential Information will be kept strictly confidential by Receiving Party. Confidential Information may, however, be disclosed by Receiving Party to its directors, officers, employees, attorneys, consultants and financial advisors (collectively, “Representatives”), but only if such Representatives (i) need to know the Confidential Information in connection with Receiving Party’s evaluation of Proposed Transactions, and (ii) such Representatives agree to be bound by the terms of this Agreement. Receiving Party shall not disclose the Confidential Information to any person other than as expressly permitted by this Agreement, and shall safeguard the Confidential Information from unauthorized disclosure. Receiving Party shall use the Confidential Information solely for the purpose of evaluating Proposed Transactions and for no other purpose. Notwithstanding the disclosure of the Confidential Information to any Representatives, Receiving Party shall remain liable for any breach of this Agreement by any of its Representatives.

2. **Notice Preceding Required Disclosure.** If Receiving Party or its Representatives are 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, Receiving Party shall promptly notify Disclosing Party of such request or requirement so that Disclosing Party 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, Receiving Party or its Representatives are, in the opinion of legal counsel, required to disclose the Confidential Information, Receiving Party or its Representatives 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, Receiving Party and its Representatives shall use commercially reasonable efforts to obtain confidential treatment to 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 Receiving Party or its Representatives by Disclosing Party or otherwise that relates to or concerns Proposed Transactions or the Disclosing Party and its affiliates, including, but not limited to, the fact that Confidential Information has been made available to the Receiving Party, the fact that discussions relating to this Agreement or relating to Proposed Transactions is taking place, and the existence of this Agreement. Any information furnished to Receiving Party or its Representatives by a director, officer, employee, member, partner, lender, consultant, agent, or other representative of Disclosing Party will be deemed furnished by Disclosing Party 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 Receiving Party in breach of this Agreement or other obligation of confidentiality; (ii) information that was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information that becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source, to Receiving Party's knowledge, is neither subject to any prohibition against transmitting the information to Receiving Party nor bound by a confidentiality agreement with Disclosing Party; and (iv) information that is independently developed by Receiving Party without use of or reference to Confidential Information.

4. Return of Information. Confidential Information will remain the property of Disclosing Party. Upon request of the Disclosing Party, confidential Information, and any copies thereof, will be returned to Disclosing Party or destroyed immediately upon Disclosing Party's request. . Unless otherwise agreed to by the Parties, the Receiving Party or its Representatives may retain one record copy for their 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 Receiving Party or its Representatives, Disclosing Party 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 Receiving Party or any of its Representatives but will be in addition to all other remedies available to Disclosing Party 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 Disclosing Party nor any of its Representatives is making any representation or warranty as to the accuracy, validity or completeness of Confidential Information and Disclosing Party shall not be liable to Receiving Party or any other party as a result of the use of Confidential Information.

9. No Assignment; Successors. Receiving Party may not assign all or any part of this Agreement without Disclosing Party'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 COMMONWEALTH 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.

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

DISCLOSING PARTY

**KENTUCKY MUNICIPAL ENERGY
AGENCY**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____