

ATTACHMENT A: MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 2013, between Duke Energy Indiana, Inc. ("Duke Energy") having its headquarters and principal place of business in Charlotte, North Carolina, and [_____] a [_____] corporation (the "Company"). Duke Energy and the Company shall sometimes be individually referred to herein as a "Party" and collectively as "Parties."

RECITALS:

A. The Parties intend to have discussions and evaluate proposals regarding possible energy/capacity transactions that would be entered into between Duke Energy and the Company, which will include the sharing of bid proposal information that is received from the Company in connection with the competitive bid process for intermediate capacity that is administered by Burns & McDonnell on behalf of Duke Energy (the "Transaction").

B. The Parties acknowledge that each Party may make available to the other Party, from time to time, in connection with such discussions, certain Confidential Information (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Non-Disclosure. Subject to Section 4 below, the receiving Party (the "Receiving Party") shall keep strictly confidential and not disclose:

(i) all information provided by the disclosing Party (the "Disclosing Party") or any affiliate, director, officer, employee, agent, advisor, contractor or other representative (a "Representative") of the Disclosing Party to the Receiving Party or its Representatives in writing, orally or electronically in the course of the Parties' evaluation of the Transaction, whether before or after the date hereof, including, without limitation, any such information (A) concerning the business, financial condition, operations, products, services, assets and/or liabilities of the Disclosing Party, (B) which relates to technologies, intellectual property or capital, models, concepts, or ideas of the Disclosing Party, (C) of third parties that the Disclosing Party is required under applicable law or contracts to keep confidential, or (D) that has been clearly identified as confidential or proprietary, and all bid proposal information received by the Receiving Party, in connection with the competitive bid process for intermediate capacity that is being conducted by Duke Energy (collectively, the "Confidential Information"); and

(ii) the fact that the Disclosing Party may consider the Transaction, that discussions between the Parties are taking or have taken place with respect to the Transaction, that the Receiving Party or its Representative has been furnished any Confidential Information, and that this Agreement exists; provided, however, that the Receiving Party may disclose Confidential Information of the Disclosing Party to any Representative of

the Receiving Party who needs to know such information in order for the Receiving Party to evaluate the Transaction, provided that the Receiving Party agrees to be responsible for each such Representative's compliance with the terms hereunder binding on the Receiving Party.

2. Use Restriction. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other than in connection with the Transaction.

3. Exceptions to Confidential Information. Notwithstanding anything herein to the contrary, the term "Confidential Information" shall not include information that: (i) is already in the possession of the Receiving Party at the time of disclosure, as evidenced by the Receiving Party's written documentation; (ii) becomes subsequently available to the Receiving Party on a non-confidential basis from a source not known or reasonably suspected by the Receiving Party to be bound by a confidentiality agreement or secrecy obligation owed to the Disclosing Party; (iii) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Receiving Party or its Representative; and (iv) is independently developed by the Receiving Party without use, directly or indirectly, of Confidential Information of the Disclosing Party. If only a portion of the Confidential Information falls under one of the foregoing exceptions, then only that portion shall not be deemed Confidential Information.

4. Required Disclosure. In the event that the Receiving Party or its Representative is required, pursuant to any applicable court order, administrative order, statute, regulation or other official order by any government or any agency or department thereof, to disclose any Confidential Information, the Receiving Party shall (i) provide the Disclosing Party with prompt written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement; and (ii) reasonably cooperate with the Disclosing Party to obtain such protective order or other remedy. In the event such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the relevant provisions of this Agreement, the Receiving Party agrees to (a) furnish only that portion of the Confidential Information for which the Disclosing Party has waived compliance with the relevant provisions of this Agreement, or which the Receiving Party is legally required to disclose, (b) upon the Disclosing Party's request and expense, use its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information, and (c) give the Disclosing Party prior written notice of the Confidential Information to be disclosed as is reasonably practicable.

5. Return or Destruction of Confidential Information. At any time for any reason, upon the written request of the Disclosing Party, the Receiving Party will, and will cause its Representatives to promptly, (i) deliver to the Disclosing Party all original Confidential Information (whether written or electronic) furnished to the Receiving Party by or on behalf of the Disclosing Party, and (ii) if specifically requested by the Disclosing Party, destroy any copies of such Confidential Information (including any extracts there from); provided that, the Receiving Party shall be authorized to retain one archival copy of the Confidential Information in strict confidence for purposes of record retention and compliance or as otherwise required by applicable laws. Upon written request of the Disclosing Party for any reason, the Receiving Party shall cause one of its duly authorized officers to certify in writing to the Disclosing Party

that the requirements of the preceding sentence have been satisfied in full. Notwithstanding the termination of any discussions with respect to the Transaction or the return or destruction of any Confidential Information, the Receiving Party will continue to be bound by terms of this Agreement as provided herein.

6. Term. This Agreement shall be effective as of the date hereof and will terminate one (1) year after its effective date unless earlier terminated by any Party giving the other Party a termination notice pursuant to Section 5 hereof; provided, however, that the non-disclosure and use restriction obligations under this Agreement with respect to any Confidential Information shall survive any such termination and remain in effect for the longer of (i) five (5) years, or (ii) such period during which any Confidential Information retains its status as a trade secret or qualifies as confidential under applicable law.

7. Miscellaneous.

(a) The Parties acknowledge and agree that unless and until a definitive agreement with respect to the Transaction has been executed by the Parties, no Party shall be under any legal obligation of any kind whatsoever to the other Party with respect to the Transaction, except as expressly provided herein.

(b) Each Receiving Party acknowledges that the Confidential Information is and at all times remains the sole and exclusive property of the Disclosing Party and that the Disclosing Party has the exclusive right, title, and interest to its Confidential Information. No right or license, by implication or otherwise, is granted by the Disclosing Party as a result of disclosure of Confidential Information hereunder. Each Party reserves the right at any time in its sole discretion, for any reason or no reason, to refuse to provide any further access to and to demand the return of the Confidential Information. The Receiving Party agrees that the Disclosing Party and its Representatives (i) makes no warranty as to the accuracy or completeness of the Confidential Information; and (ii) shall have no liability to the Receiving Party or its Representatives resulting from the use of any Confidential Information.

(c) Neither this Agreement nor any right, remedy, obligation or liability arising hereunder shall be assigned by any Party (whether by operation of law or otherwise), and any such assignment shall be null and void, except with the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No provision of this Agreement shall create a third-party beneficiary relationship or otherwise confer any benefit, entitlement or right upon any person or entity other than the Parties.

(d) The Parties acknowledge and agree that no failure or delay by a Party in exercising any right or privilege hereunder shall operate as a waiver thereof. The provisions of this Agreement may be modified or waived only in writing signed by the Party from whom compliance is sought.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regards to the principles of conflicts of laws thereof.

(g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) Each Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by such Party and that the other Party shall be entitled to seek equitable relief, including seeking an injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

(i) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, between the Parties relating to the subject matter herein.

IN WITNESS WHEREOF, each Party hereto has executed this Agreement, or caused this Agreement to be executed on its behalf, all as of the day and year first above written.

Duke Energy Indiana, Inc. :

By: _____

Name James S. Northrup

Title: Director, Regulated Economic Analysis

[_____]:

By: _____

Name: _____

Title: _____