

Consent and Release Agreement

This Consent and Release Agreement (this "Agreement") is entered into effective as of the 1st day of January, 2006, by and between The Cincinnati Gas & Electric Company, an Ohio corporation ("CG&E"), and Cinergy Services, Inc., a Delaware corporation ("Cinergy Services").

Whereas, at the same time as the effectiveness of this Agreement, CG&E and its wholly owned subsidiary, The Union Light, Heat and Power Company, a Kentucky corporation ("ULH&P"), have entered into that certain Debt Assumption Agreement (the "Debt Assumption Agreement"), whereby CG&E is assigning to ULH&P and ULH&P is assuming certain CG&E debt obligations and other liabilities, including, in particular, certain current payables owed by CG&E to Cinergy Services (the "Payables");

Whereas, CG&E has requested Cinergy Services to consent to CG&E's assignment of the Payables to ULH&P and ULH&P's assumption of such Payables and to release CG&E from any further liability with respect to the Payables; and

Whereas, given the strong credit rating of ULH&P, Cinergy Services is willing to provide such requested consent and release.

NOW THEREFORE, the parties agree as follows:

1. Simultaneous with the execution and effectiveness of the Debt Assumption Agreement, Cinergy Services hereby grants its complete, unconditional and irrevocable consent to the assignment by CG&E and the assumption by ULH&P of the Payables, pursuant to the terms of the Debt Assumption Agreement, a copy of which is attached hereto.
2. In consideration of ULH&P's assumption of the Payables, Cinergy Services hereby releases CG&E from any liability with respect to the Payables on and after the effective date hereof and Cinergy Services will rely entirely upon ULH&P to pay the Payables in accordance with the terms and conditions of such Payables.

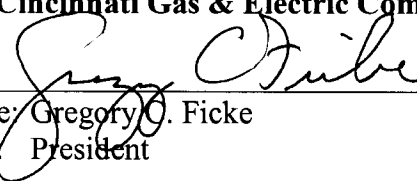
This Agreement is binding upon CG&E and Cinergy Services, and their respective successors and assigns.

No amendment or waiver of any provision hereof shall be effective unless in writing and signed by each of CG&E and Cinergy Services.

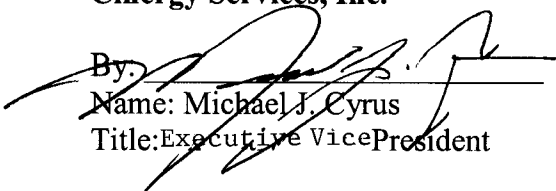
This Agreement shall be governed by Ohio law, excluding its conflicts of law provisions.

In witness hereof, the duly authorized representatives of the parties hereby execute this Agreement.

The Cincinnati Gas & Electric Company

By: 
Name: Gregory O. Ficke
Title: President

Cinergy Services, Inc.

By: 
Name: Michael J. Cyrus
Title: Executive Vice President