

SCHEDULES TO EAST BEND ATA

Exhibit A

Form of Deed

See Attached

CORPORATE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: THAT THE CINCINNATI GAS & ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Ohio (“Grantor”), for and in consideration of _____ (\$_____) and other good and valuable considerations paid by **THE UNION LIGHT, HEAT AND POWER COMPANY** organized and existing under the laws of the Commonwealth of Kentucky (“Grantee”), whose tax-mailing address is 1000 East Main Street, Plainfield, Indiana 46168, the receipt hereof is hereby acknowledged, for itself, its successors and assigns does hereby **Grant, Bargain, Sell and Convey** to the said Grantee, its successors and assigns forever, its undivided sixty-nine percent (69%) ownership interest (which is held jointly as tenants in common with The Dayton Power & Light Company) in 708.086 acres at the **East Bend Generating Station**, further described herein below; further Grantor, for itself, its successors and assigns does hereby **Grant, Bargain, Sell and Convey to** Grantee, its one hundred percent (100%) ownership interest in 2.104 acres; to wit: Grantor’s total conveyance to Grantee of its respective interests as set forth herein above is 710.190 acres as further described herein below (“**REAL ESTATE**”):

A tract of land being part of Parcel 1 recorded in Deed Book 303, Page 253, and being a 1509.062 acre tract of land lying generally south of Kentucky State Route 338 and Rabbit Hash-Big Bone Road in Boone County, Commonwealth of Kentucky.

The corner points between the courses embracing the tract of land are numbered for reference, convenience and clarity of describing said parcel. The coordinate values of said points are based on the State Plane Coordinate Grid System, Kentucky North Zone. The coordinate values of each point and the bearing and distance of each course between the points are shown in a tabular form on sheet 2 of the plat of survey.

The parcel of land is more particularly described as follows:

Commencing at Point 42 as shown on the plat of survey, said point marks the intersection of the southerly right of way line of Kentucky State Route 338, as now improved, with the westerly boundary line of the property conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company by deed recorded in Deed Book 229, Page 225, Boone County Clerk’s Office; thence along the southerly right-of-way line of Kentucky State Route 338, the following eleven (11) courses: 1) along the arc of a curve deflecting to the left 137.63 feet to Point 43 (said curve has a radius of 2,895.00 feet and is subtended by a chord which bears South 62°08’40” East for a distance of 137.62 feet); 2) South 63°30’07” East 42.14 feet to Point 44; 3) South 26°29’17” West 10.00 feet to Point 45; 4) South 63°30’43” East 90.00 feet to Point 46; 5) North 26°29’17” East 10.00 feet to Point 47; 6) South 63°30’22” East 255.82 feet to Point 48; 7) along the arc of a curve deflecting to the left 197.23 feet to Point 49 (said curve has a

radius of 1,940.00 feet and is subtended by a chord which bears South 66°25'04" East for a distance of 197.14 feet); 8) South 20°39'32" West 15.00 feet to Point 50; 9) along the arc of a curve deflecting to the left 153.53 feet to Point 51 (said curve has a radius of 1,955.00 feet and is subtended by a chord which bears South 71°34'49" East for a distance of 153.49 feet); 10) North 16°12'19" East 10.00 feet to Point 52; and 11) along the arc of a curve deflecting to the left 79.08 feet to Point 5023, a set concrete monument, **the Real Point of Beginning** of this description (said curve has a radius of 1,945.00 feet and is subtended by a chord which bears South 74°59'43" East for a distance of 79.08 feet);

Thence continuing along the southerly right-of-way line of Kentucky State Route 338, as now improved, the following fifty eight (58) courses: 1) along the arc of a curve deflecting to the left 8.36 feet to Point 53 (said curve has a radius of 1,945.00 feet and is subtended by a chord which bears South 76°19'57" East for a distance of 8.36 feet); 2) South 76°24'26" East 252.32 feet to Point 54; 3) along the arc of a curve deflecting to the right 59.92 feet to Point 55 (said curve has a radius of 1,111.00 feet and is subtended by a chord which bears South 74°51'59" East 59.91 feet); 4) South 16°37'21" West 5.00 feet to Point 56; 5) along the arc of a curve deflecting to the right 264.84 feet to Point 57 (said curve has a radius of 1,106.00 feet and is subtended by a chord which bears South 66°27'20" East for a distance of 264.20 feet); 6) South 59°35'55" East 275.58 feet to Point 58; 7) North 30°24'48" East 5.00 feet to Point 59; 8) South 59°36'08" East 23.62 feet to Point 60; 9) along the arc of a curve deflecting to the left 493.28 feet to Point 62 (said curve has a radius of 1,181.00 feet and is subtended by a chord which bears South 71°34'04" East for a distance of 489.70 feet); 10) South 83°32'01" East 257.59 feet to Point 63; 11) North 06°25'43" East 5.00 feet to Point 64; 12) South 83°31'53" East 131.99 feet to Point 65; 13) along the arc of a curve deflecting to the left 277.34 feet to Point 66 (said curve has a radius of 603.00 feet and is subtended by a chord which bears North 83°18'18" East for a distance of 274.90 feet); 14) North 70°06'58" East 17.26 feet to Point 67; 15) along the arc of a curve deflecting to the right 91.85 feet to Point 68 (said curve has a radius of 490.90 feet and is subtended by a chord which bears North 75°30'11" East for a distance of 91.72 feet); 16) South 09°07'46" East 15.00 feet to Point 69; 17) along the arc of curve deflecting to the right 411.23 feet to Point 70 (said curve has a radius of 475.90 feet and is subtended by a chord which bears South 74°23'24" East for a distance of 398.55 feet); 18) South 40°20'02" West 10.00 feet to Point 71; 19) along the arc of a curve deflecting to the right 39.34 feet to Point 72 (said curve has a radius of 465.90 feet and is subtended by a chord which bears South 47°13'55" East for a distance of 39.33 feet); 20) South 44°48'56" East 224.18 feet to Point 73; 21) South 44°49'08" East 131.94 feet to Point 74; 22) North 45°12'10" East 10.00 feet to Point 75; 23) South 44°49'04" East 300.01 feet to Point 76; 24) South 45°11'21" West 30.00 feet to Point 77; 25) South 44°49'04" East 144.13 feet to Point 78; 26) along the arc of a curve deflecting to the left 6.64 feet to Point 79 (said curve has a radius of 648.00 feet and is subtended by a chord which bears South 45°03'40" East for a distance of 6.64 feet); 27) North 44°35'41" East 30.00 feet to Point 80; 28) along the arc of a curve to the left 161.78 feet to Point 81 (said curve has a radius of 618.00 feet and is subtended by a chord which bears South 52°54'13" East for a distance of 161.32 feet); 29) South 29°36'10" West 20.00 feet to Point 82; 30) along the arc of a curve deflecting to the left 44.80 feet to Point 83 (said curve has a radius of 638.00 feet and is subtended by a chord which bears South 62°25'21" East for a distance of 44.79 feet); 31) South 64°25'33" East 289.82 feet to Point 85; 32) North 25°33'56" East 20.00 feet to Point 86; 33) South 64°25'43" East 91.28 feet to Point 87; 34) along the arc of a curve deflecting to the right 192.33 feet to Point 88 (said curve has a radius of 528.00 feet and is subtended by a chord which bears South 53°59'26" East for a distance of 191.27 feet); 35) South 46°27'38" West 5.00 feet to Point 89; 36) along the arc of a curve deflecting to the right 107.75 feet to Point 90 (said curve has a radius of 523.00 feet and is subtended by a chord which bears South 37°38'59" East for a distance of 107.56 feet); 37) South 31°45'13" East 81.99 feet to Point 91; 38) North 58°14'59" East 5.00 feet to Point 92; 39) South 31°45'13" East

187.87 feet to Point 93; 40) along the arc of a curve deflecting to the left 235.41 feet to Point 94 (said curve has a radius of 454.31 feet and is subtended by a chord which bears South 46°35'40" East for a distance of 232.79 feet); 41) North 28°32'14" East 10.00 feet to Point 95; 42) along the arc of a curve deflecting to the left 249.67 feet to Point 96 (said curve has a radius of 444.31 feet and is subtended by a chord which bears South 77°32'17" East for a distance of 246.40 feet); 43) South 03°38'26" East 20.00 feet to Point 97; 44) along the arc of a curve deflecting to the left 142.96 feet to Point 98 (said curve has a radius of 464.31 feet and is subtended by a chord which bears North 77°32'34" East for a distance of 142.40 feet); 45) North 68°43'18" East 143.95 feet to Point 99; 46) North 21°16'49" West 20.00 feet to Point 100; 47) North 68°43'18" East 159.74 feet to Point 101; 48) along the arc of a curve deflecting to the right 201.96 feet to Point 102 (said curve has a radius of 537.92 feet and is subtended by a chord which bears North 79°28'35" East for a distance of 200.78 feet); 49) North 01°08'45" East 5.00 feet to Point 103; 50) along the arc of a curve deflecting to the right 116.45 feet to Point 104 (said curve has a radius of 542.92 feet and is subtended by a chord which bears South 83°37'34" East for a distance of 116.22 feet); 51) South 77°28'11" East 39.13 feet to Point 105; 52) South 12°28'27" West 25.00 feet to Point 106; 53) South 77°29'36" East 300.02 feet to Point 107; 54) North 12°28'27" East 25.00 feet to Point 108; 55) South 77°29'54" East 213.56 feet to Point 109; 56) along a curve deflecting to the right 186.70 feet to Point 110 (said curve has a radius of 788.32 feet and is subtended by a chord which bears South 70°42'25" East for a distance of 186.26 feet); 57) South 26°06'14" West 15.00 feet to Point 111; and 58) along the arc of a curve deflecting to the right 305.00 feet to Point 112 at the northeast corner of the property conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company by deed recorded in Deed Book 229, Page 186, said clerk's office (said curve has a radius of 773.30 feet and is subtended by a chord which bears South 52°37'24" East for a distance of 303.03 feet);

Thence along boundary lines of the property conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company by deed recorded in Deed Book 229, Page 186, said clerk's office, the following two (2) courses: 1) South 46°30'42" West 203.44 feet to Point 113; and 2) South 15°46'10" East 110.02 feet to Point 114 in Lick Creek;

Thence along the meanders of Lick Creek the following twenty four (24) courses: 1) South 37°18'24" East 118.00 feet to Point 9023; 2) South 12°12'46" East 184.00 feet to Point 9022; 3) South 10° 00'00" West 173.00 feet to Point 9021; 4) South 01°58'00" East 290.00 feet to Point 9020; 5) South 64°22'00" West 139.00 feet to Point 9019; 6) South 78°17'00" East 202.00 feet to Point 9018; 7) South 69°00'00" West 115.00 feet to Point 9017; 8) South 18°48'00" West 248.00 feet to Point 9016; 9) South 18°06'00" West 204.00 feet to Point 9015; 10) South 42°15'00" West 144.00 feet to Point 9014; 11) South 19°06'00" West 138.00 feet to Point 9013; 12) South 13°27'00" West 132.00 feet to Point 9012; 13) South 25°14'00" East 133.00 feet to Point 9011; 14) South 29°45'00" West 254.00 feet to Point 9010; 15) South 06°53'00" West 292.00 feet to Point 9009; 16) South 30°06'00" East 138.00 feet to Point 9008; 17) South 82°10'00" East 299.00 feet to Point 9007; 18) South 56°58'00" East 70.30 feet to Point 9006; 19) South 21°14'00" East 44.98 feet to Point 9005; 20) South 26°34'00" West 123.00 feet to Point 9004; 21) South 50°06'00" West 259.00 feet to Point 9003; 22) South 34°44'00" West 248.00 feet to Point 9002; 23) South 27°47'00" West 182.00 feet to Point 9001; and 24) South 50°54'00" West 111.00 feet to Point 244 in the northerly, normal low water line of the Ohio River;

Thence along the normal low water line of the Ohio River (Normal Pool Elevation is 455.00, more or less, National Geodetic Survey Data), the following four (4) courses: 1) North 88°36'04" West 2,815.00 feet to Point 243; 2) South 85°05'08" West 2,588.50 feet to Point 242; 3) North 84°59'44" West 2,249.15 feet to Point 241; and 4) North

80°00'28" West 31.86 feet to Point 5002 at the intersection of the normal low water line of the Ohio River and a new division line;

Thence with new division lines the following eighteen (18) courses: 1) North 38°11'59" East 353.59 feet to a set concrete monument, Point 5003; 2) South 72°51'39" East 319.65 feet to a set concrete monument, Point 5020; 3) North 68°28'19" East 648.00 feet to a set concrete monument, Point 5019; 4) North 37°18'31" East 317.73 feet to a set concrete monument, Point 5018; 5) North 00°00'00" West 963.02 feet to a set iron pin and cap, Point 5017; 6) North 90°00'00" West 116.49 feet to a set iron pin and cap, Point 5016; 7) North 00°00'00" West 147.45 feet to a set iron pin and cap, Point 5015; 8) North 90°00'00" East 116.55 feet to a set iron pin and cap, Point 5014; 9) North 00°00'00" West 275.55 feet to a set railroad spike, Point 5013; 10) North 90°00'00" West 314.57 feet to a set railroad spike, Point 5012; 11) North 00°00'00" West 358.41 feet to a set concrete monument, Point 5011; 12) North 90°00'00" West 54.58 feet to a set concrete monument, Point 5010; 13) North 00°00'00" East 471.31 feet to a set concrete monument, Point 5009; 14) North 90°00'00" East 609.48 feet to a point of curve, a set iron pin and cap, Point 5008; 15) along a curve to the left 886.29 feet to a point of tangency, a set iron pin, Point 5007, said curve has a radius of 725.25 feet and subtended by a chord length of 832.16 feet bearing North 54°59'27" East; 16) North 19°58'53" East 1,862.36 feet to a set concrete monument, Point 5005, passing a set concrete monument @ 93.00 feet, Point 5006; 17) North 29°43'18" West 474.17 feet to a set concrete monument, Point 5004; and 18) North 11°59'07" East 154.59 feet to Point 5023, the Point of Beginning, containing 710.190 acres, more or less, and subject to all legal easements of record.

Further, included within the above described Real Estate is the 2.104 acre parcel of real estate, designated as the East Bend Generating Station Substation, conveyed by deed recorded in Deed Book 307, Page 15, Parcel "B," Boone County Clerk's Office.

Being the same real estate conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company as follows: 1) by deed recorded in Deed Book 229, Page 166, Boone County Clerk's Office, and corrected by a deed recorded in Deed Book 229, Page 172, said clerk's office; 2) by deed recorded in Deed Book 229, Page 179, said clerk's office; 3) by deed recorded in Deed Book 229, Page 186, said clerk's office; 4) by deed recorded in Deed Book 229, Page 195, said clerk's office; 5) by deed recorded in Deed Book 229, Page 209, said clerk's office; and 6) by deed recorded in Deed Book 237, Page 317, said clerk's office.

And also being part of the same real estate conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company as follows: 1) by deed recorded in Deed Book 229, Page 201, said clerk's office; 2) by deed recorded in Deed Book 229, Page 216, said clerk's office; and 3) by deed recorded in Deed Book 229, Page 225, said clerk's office.

The above description is the result of a field survey performed in 2004 under the direct supervision of Edward J. Schwegman, Licensed Land Surveyor No. 2759, Commonwealth of Kentucky

subject to all covenants, restrictions, reservations, easements, conditions, and rights appearing of record, and all the **Estate, Right, Title and Interest** of said Grantor in and to said premises; **To Have and To Hold** the same, with all the privileges and appurtenances thereunto belonging, to said Grantee, its successors and assigns forever; and Grantor does hereby **Covenant and Warranty** that the title so
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conveyed is **Clear, Free and Unencumbered**, except as set forth herein, and that it will **Defend** the same against all lawful claims of all persons whomsoever.

Grantor shall be responsible for the real estate taxes, which are due and payable up to the date of this Deed. Grantee shall be responsible for the real estate taxes, which become due and payable on the date of this Deed and thereafter; and for any real estate assessments, which become due and payable on and after the date of this Deed.

The undersigned person executing this Deed on behalf of Grantor represents and certifies that he is a duly elected officer of Grantor and has been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this Deed; that Grantor has full corporate capacity to convey the Real Estate described herein; and that all necessary corporate action for the making of such conveyance has been performed.

IN WITNESS WHEREOF, THE CINCINNATI GAS & ELECTRIC COMPANY, as Grantor, has caused this Corporate Warranty Deed to be signed in its proper corporate name, and attested and sealed by its proper corporate officer thereunto duly authorized; and to be duly acknowledged, all as of this ____ day of January, 2006.

Signed and acknowledged
in the presence of:

THE CINCINNATI GAS & ELECTRIC COMPANY

_____ By _____
Its

STATE OF OHIO }
 }
COUNTY OF HAMILTON } SS:

Before me, a Notary Public in and for said State, personally appeared _____, the _____ of **THE CINCINNATI GAS & ELECTRIC COMPANY**, the corporation that executed the foregoing instrument, who acknowledged the signing thereof to be his voluntary act and deed for and on behalf of said corporation and by authority of its Board of Directors.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, on this ____ day of January, 2006.

Signature of Notary

Printed Name of Notary

Commission Expiration Date of Notary

This instrument prepared by:
Candace S. Sheridan
Attorney at Law
139 East Fourth Street
Cincinnati, Ohio 45202
(513) 287-2644

CERTIFICATE OF CONSIDERATION

IN WITNESS WHEREOF, THE CINCINNATI GAS & ELECTRIC COMPANY, Grantor, and THE UNION LIGHT, HEAT & POWER COMPANY, Grantee, do hereby certify, pursuant to KRS Chapter 382, that the above-stated consideration in the amount of \$_____ is the true, correct and full consideration paid for the property herein conveyed. We further certify our understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

COMPANY **THE CINCINNATI GAS & ELECTRIC**

By: _____ Print:

Title:

COMPANY **THE UNION LIGHT, HEAT & POWER**

By: _____

Print:

Title:

STATE OF OHIO }
 }
COUNTY OF HAMILTON } SS:

Be it remembered, that on this _____ day of January, 2006, before me a Notary Public in and for said State, personally came, _____, for **THE CINCINNATI GAS & ELECTRIC COMPANY**, the Grantor, its _____ who acknowledged the signing thereof to be his voluntary act and deed, and _____, for **THE UNION LIGHT, HEAT & POWER COMPANY**, the Grantee, its _____ who acknowledged the signing thereof to be his voluntary act and deed, individually and on behalf of said Grantee corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on this day and year aforesaid.

Notary Public

Expiration Date

Exhibit B

Form of Bill of Sale

See Attached

Bill of Sale

The Cincinnati Gas & Electric Company, an Ohio corporation (the "Seller"), hereby executes and delivers this Bill of Sale ("Bill of Sale") to The Union Light, Heat & Power Company, a Kentucky corporation (the "Purchaser"), in accordance with the following provisions:

1. Sale and Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 3.01(a)(ii) of that certain Asset Transfer Agreement by and between Seller and Purchaser, dated as of January 25, 2006 (the "Agreement"), Seller hereby transfers, conveys, assigns and delivers to Purchaser, effective as of the Closing (as such term is defined in the Agreement) all of Seller's right, title and interest in and to all of the Transferred Assets (as such term is defined in the Agreement).
2. Terms of the Purchase Agreement. The terms of the Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Transferred Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
3. Capitalized Terms. Capitalized terms not defined herein shall have the meanings specified in the Agreement.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of January 26, 2006 and effective as of January 1, 2006.

THE CINCINNATI GAS & ELECTRIC COMPANY

By: _____

Its: _____

SCHEDULE A

Transferred Assets

- Unit 2, a 648 MW (name plate rating) Base Load Power Plant
- Plant administration and training buildings
- Waste stabilization plant
- Cooling tower
- CEMS equipment building
- Coal conveyor and crusher house
- Babcock & Wilcox wall-fired boiler
- Steam turbine
- Turbine-Generator 743.7 MVA - Westinghouse
- Foster Wheeler Selective Catalytic Reduction System
- Electrostatic Precipitator
- Water treatment system
- DC power supply system
- AC uninterruptible power supply system
- Wet lime Flue Gas Desulfurization System
- River intake water supply pumps
- Barge unloading systems (coal & lime)
- Coal barge platform
- Guard house
- Landfill
- Boone vessel (B6469) (tug)
- Head barge (#1419)

- Landing barge (#1420)
- Harbor boat
- Jon boat
- East Bend Unit 2 Operation Agreement, between The Cincinnati Gas & Electric Company and the Dayton Power and Light Company, dated March 24, 1981.
- Farm License Agreement, by and between The Cincinnati Gas & Electric Company and Schwenke Bros. Farm, December 29, 2003.
- Synfuels plant documents:
 - a) Lease Agreement, by and between The Cincinnati Gas & Electric Company and Tyrone Synfuels, L.P., dated March 11, 2004.
 - b) Supply Agreement, by and between The Cincinnati Gas & Electric Company and Tyrone Synfuels, L.P., dated March 11, 2004.
 - c) Coal and Synthetic Fuel Handling Agreement, by and between The Cincinnati Gas & Electric Company and Tyrone Synfuels, L.P., dated March 11, 2004.
 - d) Environmental Indemnity Agreement, by and between The Cincinnati Gas & Electric Company and Tyrone Synfuels, L.P., dated March 11, 2004.
- Agreement of Representation for East Bend Unit 2, by and between The Cincinnati Gas & Electric Company and The Dayton Power and Light Company, dated December 31, 1992.
- Agreement of Representation for East Bend Unit 2, by and between The Cincinnati Gas & Electric Company and The Dayton Power and Light Company, dated October 29, 2001.
- Title V Operating Permit (No. V-97-015) with revision date of May 1, 2001
- Title IV Acid Rain Permit dated 1/1/2000
- Kentucky Pollutant Discharge Elimination System Permit, effective October 1, 1999 (No. KY0040444)
- Solid Waste Disposal Facility Permit, issued 3/1/1996 (issued by Kentucky Department of Environmental Protection, Division of Waste Management).
- Certificate of Documentation for Boone Vessel, issued 11/4/2004 (issued by U.S. Department of Homeland Security)
- Licenses from U.S. Federal Communications Commission:
 - 2-way Radio License, call sign KA69074, expires 5/1/2005.
 - 2-way Radio License, call sign KNAX509, expires 2/21/2011.

- Marine License, call sign WHW361, expires 3/16/2014.
- 2-way Radio License, call sign WNPM724, expires 3/21/2011.
- Analog MW License, call sign WNTN348, expires 5/16/2010.
- Digital MW License, call sign WPSZ804, expires 8/15/2011.
- Marine License, call sign WQZ8272, expires 12/8/2004.

Exhibit C(1)

Form of Assumption Agreement

See Attached

Assumption Agreement

This Assumption Agreement (this "Assumption Agreement") is made as of the 25th day of January, 2006 and effective as of January 1, 2006, by and between The Cincinnati Gas & Electric Company, an Ohio corporation ("Transferor"), and The Union Light, Heat & Power Company, a Kentucky corporation ("Transferee").

WITNESSETH:

WHEREAS, Transferor, and Transferee, are parties to an Asset Transfer Agreement dated January 25, 2006 (the "Transfer Agreement"), pursuant to which, subject to the terms and conditions set forth therein, Transferee will purchase the Transferred Assets and assume the Assumed Liabilities (both as defined in the Transfer Agreement), including, without limitation, all of Transferor's Liabilities under the Transferred Contracts, Transferred Permits and Transferred Intellectual Property (all as defined in the Transfer Agreement);

WHEREAS, pursuant to the Transfer Agreement, and by means of various agreements and instruments executed and delivered in connection therewith (including without limitation the Deed and the Bill of Sale), concurrently with the execution and delivery hereof, Transferor is transferring and conveying to Transferee, and Transferee is acquiring from Seller, for the consideration and upon the terms and conditions set forth in the Transfer Agreement, all of Transferor's right, title and interest in and to the Transferred Assets (as defined in the Transfer Agreement); and

WHEREAS, the Transfer Agreement contemplates in Section 2.03 thereof that, on the Closing Date, in consideration of the foregoing, Transferee shall also execute this instrument in favor of Transferor, agreeing to assume the Assumed Liabilities (as defined in the Transfer Agreement).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. Assumption. Effective upon the execution and delivery hereof, Buyer hereby assumes and agrees to pay, perform and discharge, without recourse to Seller or Parent, the Assumed Liabilities (excluding, however, for the avoidance of doubt, for all purposes whatsoever any Excluded Liabilities), solely to the extent such liabilities accrue or arise from and after the Closing (as defined in the Transfer Agreement), in each case in accordance with the respective terms and subject to the respective conditions thereof:

2. Governing Law. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflicts of law doctrines.

3. Counterparts. This Assumption Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

4. Capitalized Terms. Capitalized terms not defined herein shall have the meanings specified in the Transfer Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Transferor and Transferee have executed this Assumption Agreement on the day and year first above written.

TRANSFEROR:

THE CINCINNATI GAS & ELECTRIC COMPANY

By: _____
Name:
Title:

TRANSFEEE:

THE UNION LIGHT, HEAT & POWER COMPANY

By: _____
Name:
Title:

Exhibit C(2)

Form of Debt Assumption Agreement

See Attached

DEBT ASSUMPTION AGREEMENT

THIS DEBT ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the 1st day of January, 2006, by and between THE CINCINNATI GAS & ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Ohio ("CG&E"), and THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky ("ULH&P"), under the following circumstances:

A. The County of Boone, Kentucky (the "Issuer") has previously issued and sold \$16,000,000 in aggregate principal amount of its Floating Rate Monthly Demand Pollution Control Revenue Refunding Bonds, 1985 Series A (The Cincinnati Gas & Electric Company Project) (the "1985 Series A Bonds") pursuant to a trust indenture, dated as of February 1, 1985 between the Issuer and The Fifth Third Bank (as trustee). The Issuer has loaned the proceeds of the sale of the 1985 Series A Bonds to CG&E pursuant to a loan agreement dated as of February 1, 1985 (the "1985 Series A Loan Agreement") between the Issuer and CG&E for use in refunding bonds previously issued to pay the cost of acquiring, constructing, installing and equipping certain facilities for CG&E. The 1985 Series A Loan Agreement obligates CG&E to make payments to the Issuer in such amounts and at such times as will provide for the payment of the principal and interest on the Bonds as the same become due and payable.

B. The County of Boone, Kentucky has previously issued and sold \$48,000,000 in aggregate principal amount of its 5½% Collateralized Pollution Control Revenue Refunding Bonds, 1994 Series A (The Cincinnati Gas & Electric Company Project) (the "1994 Series A Bonds") pursuant to a trust indenture, dated as of January 1, 1994 between the Issuer and The Bank of New York (as trustee). The Issuer has loaned the proceeds of the sale of the 1994 Series A Bonds to CG&E pursuant to a loan agreement dated as of January 1, 1994 (the "1994 Series A Loan Agreement") between the Issuer and CG&E for use in refunding bonds previously issued to pay the cost of acquiring, constructing, installing and equipping certain facilities for CG&E. The 1994 Series A Loan Agreement obligates CG&E to make payments to the Issuer in such amounts and at such times as will provide for the payment of the principal and interest on the Bonds as the same become due and payable.

C. The County of Boone, Kentucky has previously issued and sold \$48,000,000 in aggregate principal amount of its 6.5% Collateralized Pollution Control Revenue Refunding Bonds, 1992 Series A (The Dayton Power and Light Company Project) (the "1992 Series A Bonds") pursuant to an indenture of trust, dated as of November 15, 1992 between the Issuer and The Bank of New York (as trustee). The Issuer has loaned the proceeds of the sale of the 1992 Series A Bonds to The Dayton Power and Light Company ("DP&L") pursuant to a loan agreement dated as of November 15, 1992 (the "1992 Series A Loan Agreement") between the Issuer and DP&L for use in refunding bonds previously issued to pay the cost of acquiring, constructing, installing and equipping certain facilities for DP&L. The 1992 Series A Loan Agreement obligates DP&L to make payments to the Issuer in such amounts and at such times as will provide for the payment of the principal and interest on the 1992 Series A Bonds as the same become due and payable. CG&E and DP&L entered into a Repayment Agreement dated as of December 23, 1992 (the "Repayment Agreement") under which CG&E agreed, among other matters, to pay to DP&L a portion of the amounts due from time to time as debt service on the 1992 Series A Bonds and to pay the costs of redemption, as appropriate, of the 1992 Series A Bonds in the principal amount of \$12,720,663. In August, 2005, DP&L refunded \$35,275,000 of

the 1992 Series A Bonds. In September, 2005, CG&E and DP&L concluded an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), which became effective December 21, 2005, by which the Repayment Agreement was terminated and, among other matters, CG&E agreed to assume DP&L's obligations under the 1992 Series A Loan Agreement with respect to the 1992 Series A Bonds in the principal amount of \$12,720,000 (the "Specified Bonds").

D. CG&E owes payables and/or short-term debt to certain affiliate companies including Cinergy Services, Inc. and Cinergy Corp. (the "Payables").

E. Pursuant to those three certain Asset Transfer Agreements by and between CG&E and ULH&P dated as of January 1, 2006 (the "Transfer Agreements"), CG&E and ULH&P desire that CG&E assign to ULH&P and that ULH&P assume all of CG&E's obligations under the 1985 Series A Loan Agreement, the 1994 Series A Loan Agreement, the Assignment and Assumption Agreement, and further that CG&E assign to ULH&P and ULH&P assume a portion of CG&E's obligations with respect to the Payables in the amount of \$90,280,000 (a schedule of which is attached hereto as Exhibit A, the "Assumed Payables").

F. ULH&P is agreeable to and is expected to satisfy all liabilities thereby assumed, whether or not CG&E has been relieved of such liability.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

Section 1 Representations by CG&E. CG&E makes the following representations:

(a) Corporate Organization and Power. CG&E is a corporation duly authorized, validly existing and in good standing under the laws of the State of Ohio, and is duly qualified to transact business as a foreign corporation in the Commonwealth of Kentucky.

(b) Agreements Are Legal and Authorized. The execution and delivery by CG&E of this Agreement and the compliance by CG&E with all of the provisions hereof and with respect to the 1985 Series A Loan Agreement, the 1994 Series A Loan Agreement, the Assignment and Assumption Agreement and CG&E's obligations with respect to the Assumed Payables are within the purposes, corporate powers and authority of CG&E and have been duly authorized by all necessary corporate action on the part of the CG&E.

(c) Governmental Consent. Neither CG&E nor any of its business or properties, nor any relationship between CG&E and any other person, nor any circumstances in connection with the execution, delivery and performance by CG&E of this Agreement is such as to require the consent, approval or authorization of, or the filing, registration or qualification with, any governmental authority on the part of CG&E (other than any governmental approvals previously obtained).

(d) No Defaults. To CG&E's knowledge, no event has occurred and no condition exists with respect to CG&E that would constitute an event of default under the 1985 Series A Loan Agreement, the 1994 Series A Loan Agreement, the Assignment and Assumption Agreement or CG&E's obligations with respect to the Assumed Payables.

Section 2 Representations by ULH&P. ULH&P makes the following representations as the basis for the undertakings on its part herein contained:

(a) Corporate Organization and Power. ULH&P is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky.

(b) Agreements are Legal and Authorized. The execution and delivery by ULH&P of this Agreement and the compliance by ULH&P with all of the provisions hereof and with respect to the 1985 Series A Loan Agreement, the 1994 Series A Loan Agreement, the Assignment and Assumption Agreement and ULH&P's obligations with respect to the Assumed Payables are within the purposes, corporate powers and authority of ULH&P and have been duly authorized by all necessary corporate action on the part of ULH&P.

(c) Governmental Consent. Neither ULH&P nor any of its business or properties, nor any relationship between ULH&P and any other person, nor any circumstances in connection with the execution, delivery and performance by ULH&P of this Agreement is such as to require the consent, approval or authorization of, or the filing, registration or qualification with, any governmental authority on the part of ULH&P (other than any governmental approvals previously obtained).

Section 3 Assignment and Assumption of Debt. Effective as of the date hereof, CG&E assigns all of its rights, duties and obligations under the 1985 Series A Loan Agreement, the 1994 Series A Loan Agreement, the Assignment and Assumption Agreement and with respect to the Assumed Payables to ULH&P (collectively, the "Assumed Obligations"), including, but not limited to, the obligation to make the remaining payments due with respect to the Assumed Obligations, and ULH&P assumes all rights, and agrees to perform all duties and obligations of CG&E with respect to the Assumed Obligations and otherwise in connection with the 1985 Series A Bonds, the 1994 Series A Bonds, and the Specified Bonds, including, but not limited to, the obligation to make the remaining payments due with respect to the Assumed Obligations. ULH&P acknowledges that it has agreed to, and is expected to, satisfy the liabilities thereby assumed, whether or not CG&E has been relieved of such liability.

Section 4 Cooperation By CG&E. CG&E agrees to promptly provide to ULH&P copies of all notices and communications received with respect to the Assumed Obligations, and to cooperate with ULH&P to the extent necessary to enable ULH&P to perform all of the rights, duties and obligations with respect to the Assumed Obligations.

Section 5 Indemnification by ULH&P. ULH&P shall indemnify, defend and hold CG&E harmless from and against all losses, damages and expenses (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by it as a result of any failure by ULH&P to perform its obligations under this Agreement.

Section 6 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

Section 8 Notices. Notice hereunder shall be given to:

The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202
Attention: Treasurer

The Union Light, Heat and Power Company
139 East Fourth Street
Cincinnati, OH 45202
Attention: Treasurer

Section 9 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, CG&E and ULH&P have caused this Agreement to be executed in their respective corporate names all effective as of the date first written above.

THE CINCINNATI GAS & ELECTRIC COMPANY

By: _____

Name: Michael J. Cyrus

Title: Executive Vice President

THE UNION LIGHT, HEAT AND POWER COMPANY

By: _____

Name: Gregory C. Ficke

Title: President

Schedule A
List of Assumed Payables

1. Payables owed by The Cincinnati Gas & Electric Company to Cinergy Services, Inc. as of January 1, 2006, in the amount of \$24,994,528.
2. Payables owed by The Cincinnati Gas & Electric Company to Cinergy Corp. as of January 1, 2006, in the amount of \$65,285,472.

Exhibit D

Form of Facilities Operation Agreement

See Attached

Exhibit E

Form of PSOA

See Attached

Schedule 1.01

Pollution Control Refunding Bonds Obligations, Assumed Payables and Short-Term Debt

Obligation Assumed by ULH&P	Amount
1. Floating Rate Monthly Demand Pollution Control Revenue Refunding Bonds, 1985 Series A (The Cincinnati Gas & Electric Company Project)	\$16,000,000
2. 5½% Collateralized Pollution Control Revenue Refunding Bonds, 1994 Series A (The Cincinnati Gas & Electric Company Project)	\$48,000,000
3. Assignment and Assumption Agreement between The Cincinnati Gas & Electric Company and The Dayton Power and Light Company dated September dated September 30, 2005, related to the 6.5% Collateralized Pollution Control Revenue Refunding Bonds, 1992 Series A (The Dayton Power and Light Company Project)	\$12,720,000
4. Payables owed by The Cincinnati Gas & Electric Company to Cinergy Services, Inc. as of January 1, 2006	\$24,994,528
5. Payables owed by The Cincinnati Gas & Electric Company to Cinergy Corp. as of January 1, 2006	\$65,285,472
Total:	\$167,000,000

Schedule 2.01 (b)

Improvements and Tangible Personal Property

- Unit 2, a 648 MW (name plate rating) Base Load Power Plant
- Plant administration and training buildings
- Waste stabilization plant
- Cooling tower
- CEMS equipment building
- Coal conveyor and crusher house
- Babcock & Wilcox wall-fired boiler
- Steam turbine
- Turbine-Generator 743.7 MVA - Westinghouse
- Foster Wheeler Selective Catalytic Reduction System
- Electrostatic Precipitator
- Water treatment system
- DC power supply system
- AC uninterruptible power supply system
- Wet lime Flue Gas Desulfurization System
- River intake water supply pumps
- Barge unloading systems (coal & lime)
- Coal barge platform
- Guard house
- Landfill
- Boone vessel (B6469) (tug)
- Head barge (#1419)
- Landing barge (#1420)
- Harbor boat
- Jon boat
- Prepaid Synfuel

Schedule 2.01 (d)

Transferred Contracts

1. East Bend Unit 2 Operation Agreement, between The Cincinnati Gas & Electric Company and the Dayton Power and Light Company, dated March 24, 1981.
2. Farm License Agreement, by and between The Cincinnati Gas & Electric Company and Schwenke Bros. Farm, December 29, 2003.
3. Synfuels plant documents:
 - a) Lease Agreement, by and between The Cincinnati Gas & Electric Company and Tyrone Synfuels, L.P., dated March 11, 2004.
 - b) Supply Agreement, by and between The Cincinnati Gas & Electric Company and Tyrone Synfuels, L.P., dated March 11, 2004.
 - c) Coal and Synthetic Fuel Handling Agreement, by and between The Cincinnati Gas & Electric Company and Tyrone Synfuels, L.P., dated March 11, 2004.
 - d) Environmental Indemnity Agreement, by and between The Cincinnati Gas & Electric Company and Tyrone Synfuels, L.P., dated March 11, 2004.
4. Agreement of Representation for East Bend Unit 2, by and between The Cincinnati Gas & Electric Company and The Dayton Power and Light Company, dated December 31, 1992.
5. Agreement of Representation for East Bend Unit 2, by and between The Cincinnati Gas & Electric Company and The Dayton Power and Light Company, dated October 29, 2001.

Schedule 2.01 (e)

Transferred Permits

- Title V Operating Permit (No. V-97-015) with revision date of May 1, 2001
- Title IV Acid Rain Permit dated 1/1/2000
- Kentucky Pollutant Discharge Elimination System Permit, effective October 1, 1999 (No. KY0040444)
- Solid Waste Disposal Facility Permit, issued 3/1/1996 (issued by Kentucky Department of Environmental Protection, Division of Waste Management).
- *Boiler Inspection Certificate for Unit 2, issued 3/31/2004 (Issued by Kentucky Office of Building and Construction)
- *Elevator Inspection Certificates for Service Building (#5315), Crusher House (#5314), Lime Silo (#5654), Stack (#11233), issued 5/14/2003 (issued by Kentucky Department of Housing, Buildings and Construction)
- *Boiler and Pressure Vessel Inspection Certificate, issued 3/28/2003 (issued by Kentucky Office of Building and Construction)
- *Certificate of Self Insurance, issued 1/2/2002 (issued by Ohio BMV re: financial responsibility for company vehicles)
- *East Bend Coal Barge Cleaning Permit DA ID#199790078-pjl, issued 3/4/2004 (issued by Department of the Army, US Army Corps of Engineers, Louisville District)
- *Sales and Use Tax Permit, issued 2/14/2002 (issued by Kentucky Revenue Cabinet)
- Certificate of Documentation for Boone Vessel, issued 11/4/2004 (issued by U.S. Department of Homeland Security)
- Licenses from U.S. Federal Communications Commission:
 - 2-way Radio License, call sign KA69074, expires 5/1/2005.
 - 2-way Radio License, call sign KNAX509, expires 2/21/2011.
 - Marine License, call sign WHW361, expires 3/16/2014.
 - 2-way Radio License, call sign WNPM724, expires 3/21/2011.
 - Analog MW License, call sign WNTE348, expires 5/16/2010.
 - Digital MW License, call sign WPSZ804, expires 8/15/2011.
 - Marine License, call sign WQZ8272, expires 12/8/2004.

*These permits were originally issued in the name of Cinergy Corp. or an affiliate thereof other than Transferor or Transferee and will be transferred to Transferee in accordance with Section 5.04.

Schedule 2.01 (i)

Transfer of Emissions Allowances

In conjunction with and simultaneous to the transfer of East Bend Station from Transferor to Transferee, the Transferor shall transfer an equivalent number of Transferor's share of SO₂ and NO_x emission allowances in inventory allocated to or otherwise assigned by the applicable regulatory agency to East Bend Station ("East Bend Emission Allowances") in accordance with this Schedule 2.01(i).

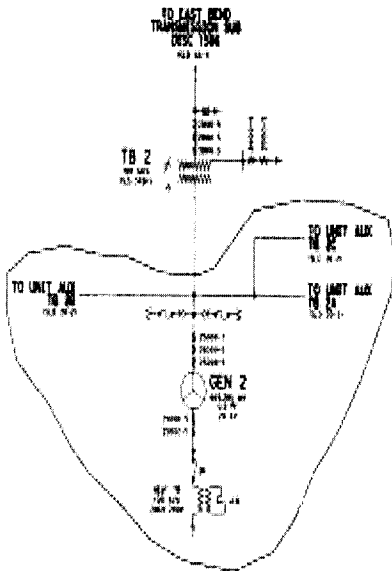
1. East Bend Emission Allowances for all years prior to the year in which the Closing occurs ("Closing Year") shall remain the property of Transferor, and shall not be transferred to Transferee. Further, notwithstanding anything to the contrary herein, Transferor shall retain a quantity of East Bend Emission Allowances equal to the number of associated early reduction credits obtained by Transferor.
2. All East Bend Emission Allowances for the years subsequent to the year in which the Closing occurs shall be transferred to Transferee at zero cost.
3. All East Bend Emission Allowances for the year in which the Closing occurs shall be apportioned to Transferor and Transferee based on the percentage of the applicable allowance season that each Party owns East Bend Station. The SO₂ allowance season shall be deemed to be January 1 through December 31 of the Closing Year. The NO_x allowance season shall be deemed to be May 1 through September 30 of the Closing Year.
 - a. Transferor shall retain a percentage of East Bend Emission Allowances for the Closing Year equal to the percentage of the Closing Year that Transferor owns East Bend Station;
 - b. Transferor shall transfer to Transferee at zero cost all remaining East Bend Emission Allowances for the Closing Year.

Schedule 2.02 (a)

Transmission Assets

See Attached

CIRCLED FACILITIES, INCLUDING PROTECTION EQUIPMENT, WILL BE TRANSFERRED TO SCHEM. FACILITIES NOT CIRCLED, STARTING AT THE CSU TB 2 LOW SIDE, WILL REMAIN WITH CCR.



ELECTRIC OPERATIONS - C. G. & S. CO. EAST BEND SUBSTATION (20) 1

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Schedule 4.01 (c)(ii)

Transferor's Required Governmental and Third Party Consents

Section I

Securities and Exchange Commission under the Public Utility Holding Company Act of 1935

Section II

Consent of The Dayton Power and Light Company for assignment of East Bend Unit 2 Operation Agreement, between The Cincinnati Gas & Electric Company and the Dayton Power and Light Company, dated March 24, 1981.

Schedule 4.01 (e)

Real Property

A tract of land being part of Parcel 1 recorded in Deed Book 303, Page 253, and being a 1509.062 acre tract of land lying generally south of Kentucky State Route 338 and Rabbit Hash-Big Bone Road in Boone County, Commonwealth of Kentucky.

The corner points between the courses embracing the tract of land are numbered for reference, convenience and clarity of describing said parcel. The coordinate values of said points are based on the State Plane Coordinate Grid System, Kentucky North Zone. The coordinate values of each point and the bearing and distance of each course between the points are shown in a tabular form on sheet 2 of the plat of survey.

The parcel of land is more particularly described as follows:

Commencing at Point 42 as shown on the plat of survey, said point marks the intersection of the southerly right of way line of Kentucky State Route 338, as now improved, with the westerly boundary line of the property conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company by deed recorded in Deed Book 229, Page 225, Boone County Clerk's Office; thence along the southerly right-of-way line of Kentucky State Route 338, the following eleven (11) courses: 1) along the arc of a curve deflecting to the left 137.63 feet to Point 43 (said curve has a radius of 2,895.00 feet and is subtended by a chord which bears South 62°08'40" East for a distance of 137.62 feet); 2) South 63°30'07" East 42.14 feet to Point 44; 3) South 26°29'17" West 10.00 feet to Point 45; 4) South 63°30'43" East 90.00 feet to Point 46; 5) North 26°29'17" East 10.00 feet to Point 47; 6) South 63°30'22" East 255.82 feet to Point 48; 7) along the arc of a curve deflecting to the left 197.23 feet to Point 49 (said curve has a radius of 1,940.00 feet and is subtended by a chord which bears South 66°25'04" East for a distance of 197.14 feet); 8) South 20°39'32" West 15.00 feet to Point 50; 9) along the arc of a curve deflecting to the left 153.53 feet to Point 51 (said curve has a radius of 1,955.00 feet and is subtended by a chord which bears South 71°34'49" East for a distance of 153.49 feet); 10) North 16°12'19" East 10.00 feet to Point 52; and 11) along the arc of a curve deflecting to the left 79.08 feet to Point 5023, a set concrete monument, the **Real Point of Beginning** of this description (said curve has a radius of 1,945.00 feet and is subtended by a chord which bears South 74°59'43" East for a distance of 79.08 feet);

Thence continuing along the southerly right-of-way line of Kentucky State Route 338, as now improved, the following fifty eight (58) courses: 1) along the arc of a curve deflecting to the left 8.36 feet to Point 53 (said curve has a radius of 1,945.00 feet and is subtended by a chord which bears South 76°19'57" East for a distance of 8.36 feet); 2) South 76°24'26" East 252.32 feet to Point 54; 3) along the arc of a curve deflecting to the right 59.92 feet to Point 55 (said curve has a radius of 1,111.00 feet and is subtended by a chord which bears South 74°51'59" East 59.91 feet); 4) South 16°37'21" West 5.00 feet to Point 56; 5) along the arc of a curve deflecting to the right 264.84 feet to Point 57 (said curve has a radius of 1,106.00 feet and is subtended by a chord which bears South 66°27'20" East for a distance of 264.20 feet); 6) South 59°35'55" East 275.58 feet to Point 58; 7) North 30°24'48" East 5.00 feet to Point 59; 8) South 59°36'08" East 23.62 feet to Point 60; 9) along the arc of a curve deflecting to the left 493.28 feet to Point 62 (said curve has a radius of 1,181.00 feet and is subtended by a chord with bears South 71°34'04" East for a distance of 489.70 feet); 10) South 83°32'01" East 257.59 feet to Point 63; 11) North 06°25'43" East 5.00 feet to Point 64; 12) South 83°31'53" East 131.99 feet to Point 65; 13) along the arc of a curve deflecting to the left 277.34 feet to Point 66 (said curve has a radius of 603.00 feet and is subtended by a chord which bears

North 83°18'18" East for a distance of 274.90 feet); 14) North 70°06'58" East 17.26 feet to Point 67; 15) along the arc of a curve deflecting to the right 91.85 feet to Point 68 (said curve has a radius of 490.90 feet and is subtended by a chord which bears North 75°30'11" East for a distance of 91.72 feet); 16) South 09°07'46" East 15.00 feet to Point 69; 17) along the arc of curve deflecting to the right 411.23 feet to Point 70 (said curve has a radius of 475.90 feet and is subtended by a chord which bears South 74°23'24" East for a distance of 398.55 feet); 18) South 40°20'02" West 10.00 feet to Point 71; 19) along the arc of a curve deflecting to the right 39.34 feet to Point 72 (said curve has a radius of 465.90 feet and is subtended by a chord which bears South 47°13'55" East for a distance of 39.33 feet); 20) South 44°48'56" East 224.18 feet to Point 73; 21) South 44°49'08" East 131.94 feet to Point 74; 22) North 45°12'10" East 10.00 feet to Point 75; 23) South 44°49'04" East 300.01 feet to Point 76; 24) South 45°11'21" West 30.00 feet to Point 77; 25) South 44°49'04" East 144.13 feet to Point 78; 26) along the arc of a curve deflecting to the left 6.64 feet to Point 79 (said curve has a radius of 648.00 feet and is subtended by a chord which bears South 45°03'40" East for a distance of 6.64 feet); 27) North 44°35'41" East 30.00 feet to Point 80; 28) along the arc of a curve to the left 161.78 feet to Point 81 (said curve has a radius of 618.00 feet and is subtended by a chord which bears South 52°54'13" East for a distance of 161.32 feet); 29) South 29°36'10" West 20.00 feet to Point 82; 30) along the arc of a curve deflecting to the left 44.80 feet to Point 83 (said curve has a radius of 638.00 feet and is subtended by a chord which bears South 62°25'21" East for a distance of 44.79 feet); 31) South 64°25'33" East 289.82 feet to Point 85; 32) North 25°33'56" East 20.00 feet to Point 86; 33) South 64°25'43" East 91.28 feet to Point 87; 34) along the arc of a curve deflecting to the right 192.33 feet to Point 88 (said curve has a radius of 528.00 feet and is subtended by a chord which bears South 53°59'26" East for a distance of 191.27 feet); 35) South 46°27'38" West 5.00 feet to Point 89; 36) along the arc of a curve deflecting to the right 107.75 feet to Point 90 (said curve has a radius of 523.00 feet and is subtended by a chord which bears South 37°38'59" East for a distance of 107.56 feet); 37) South 31°45'13" East 81.99 feet to Point 91; 38) North 58°14'59" East 5.00 feet to Point 92; 39) South 31°45'13" East 187.87 feet to Point 93; 40) along the arc of a curve deflecting to the left 235.41 feet to Point 94 (said curve has a radius of 454.31 feet and is subtended by a chord which bears South 46°35'40" East for a distance of 232.79 feet); 41) North 28°32'14" East 10.00 feet to Point 95; 42) along the arc of a curve deflecting to the left 249.67 feet to Point 96 (said curve has a radius of 444.31 feet and is subtended by a chord which bears South 77°32'17" East for a distance of 246.40 feet); 43) South 03°38'26" East 20.00 feet to Point 97; 44) along the arc of a curve deflecting to the left 142.96 feet to Point 98 (said curve has a radius of 464.31 feet and is subtended by a chord which bears North 77°32'34" East for a distance of 142.40 feet); 45) North 68°43'18" East 143.95 feet to Point 99; 46) North 21°16'49" West 20.00 feet to Point 100; 47) North 68°43'18" East 159.74 feet to Point 101; 48) along the arc of a curve deflecting to the right 201.96 feet to Point 102 (said curve has a radius of 537.92 feet and is subtended by a chord which bears North 79°28'35" East for a distance of 200.78 feet); 49) North 01°08'45" East 5.00 feet to Point 103; 50) along the arc of a curve deflecting to the right 116.45 feet to Point 104 (said curve has a radius of 542.92 feet and is subtended by a chord which bears South 83°37'34" East for a distance of 116.22 feet); 51) South 77°28'11" East 39.13 feet to Point 105; 52) South 12°28'27" West 25.00 feet to Point 106; 53) South 77°29'36" East 300.02 feet to Point 107; 54) North 12°28'27" East 25.00 feet to Point 108; 55) South 77°29'54" East 213.56 feet to Point 109; 56) along a curve deflecting to the right 186.70 feet to Point 110 (said curve has a radius of 788.32 feet and is subtended by a chord which bears South 70°42'25" East for a distance of 186.26 feet); 57) South 26°06'14" West 15.00 feet to Point 111; and 58) along the arc of a curve deflecting to the right 305.00 feet to Point 112 at the northeast corner of the property conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company by deed recorded in Deed Book 229, Page 186, said clerk's office (said curve has a radius of 773.30 feet and is subtended by a chord which bears South 52°37'24" East for a distance of 303.03 feet);

Thence along boundary lines of the property conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company by deed recorded in Deed Book 229, Page 186, said clerk's office, the following two (2) courses: 1) South 46°30'42" West 203.44 feet to Point 113; and 2) South 15°46'10" East 110.02 feet to Point 114 in Lick Creek;

Thence along the meanders of Lick Creek the following twenty four (24) courses: 1) South 37°18'24" East 118.00 feet to Point 9023; 2) South 12°12'46" East 184.00 feet to Point 9022; 3) South 10° 00'00" West 173.00 feet to Point 9021; 4) South 01°58'00" East 290.00 feet to Point 9020; 5) South 64°22'00" West 139.00 feet to Point 9019; 6) South 78°17'00" East 202.00 feet to Point 9018; 7) South 69°00'00" West 115.00 feet to Point 9017; 8) South 18°48'00" West 248.00 feet to Point 9016; 9) South 18°06'00" West 204.00 feet to Point 9015; 10) South 42°15'00" West 144.00 feet to Point 9014; 11) South 19°06'00" West 138.00 feet to Point 9013; 12) South 13°27'00" West 132.00 feet to Point 9012; 13) South 25°14'00" East 133.00 feet to Point 9011; 14) South 29°45'00" West 254.00 feet to Point 9010; 15) South 06°53'00" West 292.00 feet to Point 9009; 16) South 30°06'00" East 138.00 feet to Point 9008; 17) South 82°10'00" East 299.00 feet to Point 9007; 18) South 56°58'00" East 70.30 feet to Point 9006; 19) South 21°14'00" East 44.98 feet to Point 9005; 20) South 26°34'00" West 123.00 feet to Point 9004; 21) South 50°06'00" West 259.00 feet to Point 9003; 22) South 34°44'00" West 248.00 feet to Point 9002; 23) South 27°47'00" West 182.00 feet to Point 9001; and 24) South 50°54'00" West 111.00 feet to Point 244 in the northerly, normal low water line of the Ohio River;

Thence along the normal low water line of the Ohio River (Normal Pool Elevation is 455.00, more or less, National Geodetic Survey Data), the following four (4) courses: 1) North 88°36'04" West 2,815.00 feet to Point 243; 2) South 85°05'08" West 2,588.50 feet to Point 242; 3) North 84°59'44" West 2,249.15 feet to Point 241; and 4) North 80°00'28" West 31.86 feet to Point 5002 at the intersection of the normal low water line of the Ohio River and a new division line;

Thence with new division lines the following eighteen (18) courses: 1) North 38°11'59" East 353.59 feet to a set concrete monument, Point 5003; 2) South 72°51'39" East 319.65 feet to a set concrete monument, Point 5020; 3) North 68°28'19" East 648.00 feet to a set concrete monument, Point 5019; 4) North 37°18'31" East 317.73 feet to a set concrete monument, Point 5018; 5) North 00°00'00" West 963.02 feet to a set iron pin and cap, Point 5017; 6) North 90°00'00" West 116.49 feet to a set iron pin and cap, Point 5016; 7) North 00°00'00" West 147.45 feet to a set iron pin and cap, Point 5015; 8) North 90°00'00" East 116.55 feet to a set iron pin and cap, Point 5014; 9) North 00°00'00" West 275.55 feet to a set railroad spike, Point 5013; 10) North 90°00'00" West 314.57 feet to a set railroad spike, Point 5012; 11) North 00°00'00" West 358.41 feet to a set concrete monument, Point 5011; 12) North 90°00'00" West 54.58 feet to a set concrete monument, Point 5010; 13) North 00°00'00" East 471.31 feet to a set concrete monument, Point 5009; 14) North 90°00'00" East 609.48 feet to a point of curve, a set iron pin and cap, Point 5008; 15) along a curve to the left 886.29 feet to a point of tangency, a set iron pin, Point 5007, said curve has a radius of 725.25 feet and subtended by a chord length of 832.16 feet bearing North 54°59'27" East; 16) North 19°58'53" East 1,862.36 feet to a set concrete monument, Point 5005, passing a set concrete monument @ 93.00 feet, Point 5006; 17) North 29°43'18" West 474.17 feet to a set concrete monument, Point 5004; and 18) North 11°59'07" East 154.59 feet to Point 5023, the Point of Beginning, containing 710.190 acres, more or less, and subject to all legal easements of record.

Included within the above described Real Estate is the 2.104 acre parcel of real estate, designated as the East Bend Generating Station Substation, conveyed by deed recorded in Deed Book 307, Page 15, Parcel "B," Boone County Clerk's Office.

Being the same real estate conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company as follows: 1) by deed recorded in Deed Book 229, Page 166, Boone County Clerk's Office, and corrected by a deed recorded in Deed Book 229, Page 172, said clerk's office; 2) by deed recorded in Deed Book 229, Page 179, said clerk's office; 3) by deed recorded in Deed Book 229, Page 186, said clerk's office; 4) by deed recorded in Deed Book 229, Page 195, said clerk's office; 5) by deed recorded in Deed Book 229, Page 209, said clerk's office; and 6) by deed recorded in Deed Book 237, Page 317, said clerk's office.

And also being part of the same real estate conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company as follows: 1) by deed recorded in Deed Book 229, Page 201, said clerk's office; 2) by deed recorded in Deed Book 229, Page 216, said clerk's office; and 3) by deed recorded in Deed Book 229, Page 225, said clerk's office.

The above description is the result of a field survey performed in 2004 under the direct supervision of Edward J. Schwegman, Licensed Land Surveyor No. 2759, Commonwealth of Kentucky

Schedule 4.01 (k)

Transferor Contracts

(see Schedule 2.01(d))

Schedule 4.01 (m)

Permits

Section I

See Schedule 2.01(e)

Section II

See Schedule 2.01(e)

Schedule 4.02 (c)(ii)

Transferee Required Governmental and Third Party Consents

Section I – Governmental

Kentucky Public Service Commission

Section II – Third Party

None