

**SCHEDULES TO MIAMI FORT 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 One Dollar (\$1.00) and other good and valuable considerations paid by **THE UNION LIGHT, HEAT AND POWER COMPANY**, a Kentucky corporation organized and existing under the laws of the Commonwealth of Kentucky (“Grantee), whose tax-mailing address is 1000 East Main Street, Plainfield, Indiana 46168, does hereby **Grant, Bargain, Sell and Convey** to the said **THE UNION LIGHT, HEAT AND POWER COMPANY**, its successors and assigns forever, the following described real estate in **The Miami Fort Generating Station (“REAL ESTATE”)**:

Situate in Section 35, T2, FR1, Miami Township, Hamilton County, Ohio, being more particularly described as follows:

United States Bench Mark No. 756 is located S54°16'22"W 9,497.85 feet from section stone marking Sections 31, 36, 30 and 25. Bench Mark No. 756 is shown on Chart No. 136 of the Survey of the Ohio River performed under the supervision of the Ohio River Board of Engineers on Locks and Dams by the District Engineer Officer, Louisville, Kentucky, and is located in the front yard of the old Benjamin Harrison homestead on the property of The Cincinnati Gas & Electric Company. Commencing at the said United States Bench Mark No. 756 and running with a true magnetic bearing of S15°30'E, 105.97 feet; thence N74°30'E, 2,398.48 feet to a point, hereafter, referred to as Reference Point “A”, said point being the intersection of the base lines used for the construction of Unit 7 and Unit 8 at Miami Fort Station; thence along the North-South Base Line for Unit 7 and Unit 8, S15°30'E, 737.21 feet; thence S74°30'W, 23.04 feet to the **Point of Beginning** of this description and also the point of beginning of Parcel 3 recorded in Deed Book 4020, Page 1259 of the records of the Recorder of Hamilton County, Ohio; thence along the common line of said Parcel 3, S74°30'W 121.33 feet and S15°30'E 32.29 feet; thence leaving said Parcel 3, S74°30'W, 119.59 feet; thence S15°30'E, 56.42 feet; thence S74°30'W, 112.09 feet; thence N15°30'W, 67.42 feet to the southwest corner of Parcel 2 recorded in Deed Book 4020, Page 1259 of the records of the Recorder of Hamilton County, Ohio; thence along the common line of said Parcel 2 the following 9 courses: 1) N74°30'E 112.09 feet; 2) N15°30'W 91.88 feet; 3) N74°30'E 31.50 feet; 4) N15°30'W 10.00 feet; 5) N74°30'E 56.00 feet; 6) S15°30'E 9.75 feet; 7) N74°30'E 32.08 feet, 8) N15°30'W 18.33 feet and 9) N74°30'E 101.83 feet; thence leaving said Parcel 2 and continuing N74°30'E 19.51 feet; thence S15°30'E 89.17 feet to the point of beginning, containing 0.717 acres, more or less.

The parcel described above is part of the same real property conveyed to The Cincinnati Gas & Electric Company by Columbia Power Company by deed dated April 1, 1928 and recorded in Deed Book 1488, Page 537 of the records of the Recorder of Hamilton County, Ohio.

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 **THE CINCINNATI GAS & ELECTRIC COMPANY** does hereby **Covenant and Warranty** that the title so 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 taken and done.

**IN WITNESS WHEREOF, THE CINCINNATI GAS & ELECTRIC COMPANY**, 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:  
**COMPANY**

**THE CINCINNATI GAS & ELECTRIC**

By \_\_\_\_\_  
Its

\_\_\_\_\_  
\_\_\_\_\_

STATE OF OHIO                    )  
  )        SS:  
COUNTY OF HAMILTON        )

Before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_  
\_\_\_\_\_, the \_\_\_\_\_ of **THE CINCINNATI GAS & ELECTRIC  
COMPANY**, the corporation which 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:  
Janice L. Walker  
Attorney at Law  
139 East Fourth Street  
Cincinnati, OH 45202  
(513) 287-2644

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 25, 2006 and effective as of January 1, 2006.

THE CINCINNATI GAS & ELECTRIC COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

## SCHEDULE A

### Transferred Assets

- Unit 6 of the Miami Fort Generating Station, 168 MW (name plate rating)
- Boiler – Tangential-Fired Combustion Engineering (CE)
- Turbine-Generator: General Electric
- Selective Non-Catalytic Reduction System
- Electrostatic Precipitator
- Miami Fort Unit 6 control room
- Elevator Inspection Permit #'s 132305, 132333, 132299, all issued 3/31/2004 (issued by Ohio Department of Commerce)
- Boiler Permit #116806, issued 5/17/2004 (issued by Ohio Department of Commerce)
- Pollution Control Certificates –
  - Certificate numbers: 596, 597, 1060, 3261, 17, 2542, 2543, 5623, 5622, 6023, 6197, 6235, 6236, 6641, 6663, 350
  - Pending applications for the following work orders: 32353, A4293
  - Various applications as filed by PricewaterhouseCoopers LLP
- Licenses from U.S. Federal Communications Commission:
  - 2-way Radio License, call sign KB45153, expires 1/19/2014
  - 2-way Radio License, call sign KVG694, expires 5/11/2013
  - Marine License, call sign WHW567, expires 3/16/2014
  - Marine (Shawnee) License, call sign WZD9904, expires 11/25/2008



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.

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

Exhibit F

[Reserved]

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 6 of the Miami Fort Generating Station, 168 MW (name plate rating)
- Boiler – Tangential-Fired Combustion Engineering (CE)
- Turbine-Generator: General Electric
- Selective Non-Catalytic Reduction System
- Electrostatic Precipitator
- Miami Fort Unit 6 control room

\*Does not include Common Facilities (see Schedule 2.01(j))



Schedule 2.01 (d)

Transferred Contracts

None

## Schedule 2.01 (e)

### Transferred Permits

- Elevator Inspection Permit #'s 132305, 132333, 132299, all issued 3/31/2004 (issued by Ohio Department of Commerce)
- Boiler Permit #116806, issued 5/17/2004 (issued by Ohio Department of Commerce)
- Pollution Control Certificates –
  - Certificate numbers: 596, 597, 1060, 3261, 17, 2542, 2543, 5623, 5622, 6023, 6197, 6235, 6236, 6641, 6663, 350
  - Pending applications for the following work orders: 32353. A4293
  - Various applications as filed by PricewaterhouseCoopers LLP
- Licenses from U.S. Federal Communications Commission:
  - 2-way Radio License, call sign KB45153, expires 1/19/2014
  - 2-way Radio License, call sign KVG694, expires 5/11/2013
  - Marine License, call sign WHW567, expires 3/16/2014
  - Marine (Shawnee) License, call sign WZD9904, expires 11/25/2008

Schedule 2.01 (i)

Treatment of Emissions Allowances

In conjunction with and simultaneous to the transfer of Miami Fort 6 from Transferor to Transferee, the Transferor shall transfer an equivalent number of SO<sub>2</sub> and NO<sub>x</sub> emission allowances in inventory allocated to or otherwise assigned by the applicable regulatory agency to Miami Fort 6 (“Miami Fort Emission Allowances”) in accordance with this Schedule 2.01(i).

1. Miami Fort 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 Miami Fort Emission Allowances equal to the number of associated early reduction credits obtained by Transferor.
2. All Miami Fort Emission Allowances for the years subsequent to the year in which the Closing occurs shall be transferred to Transferee at zero cost.
3. All Miami Fort 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 Miami Fort 6. The SO<sub>2</sub> allowance season shall be deemed to be January 1 through December 31 of the Closing Year. The NO<sub>x</sub> allowance season shall be deemed to be May 1 through September 30 of the Closing Year.
  - a. Transferor shall retain a percentage of Miami Fort Emission Allowances for the Closing Year equal to the percentage of the Closing Year that Transferor owns Miami Fort 6;
  - b. Transferor shall transfer to Transferee at zero cost all remaining Miami Fort Emission Allowances for the Closing Year.

Schedule 2.01 (j)

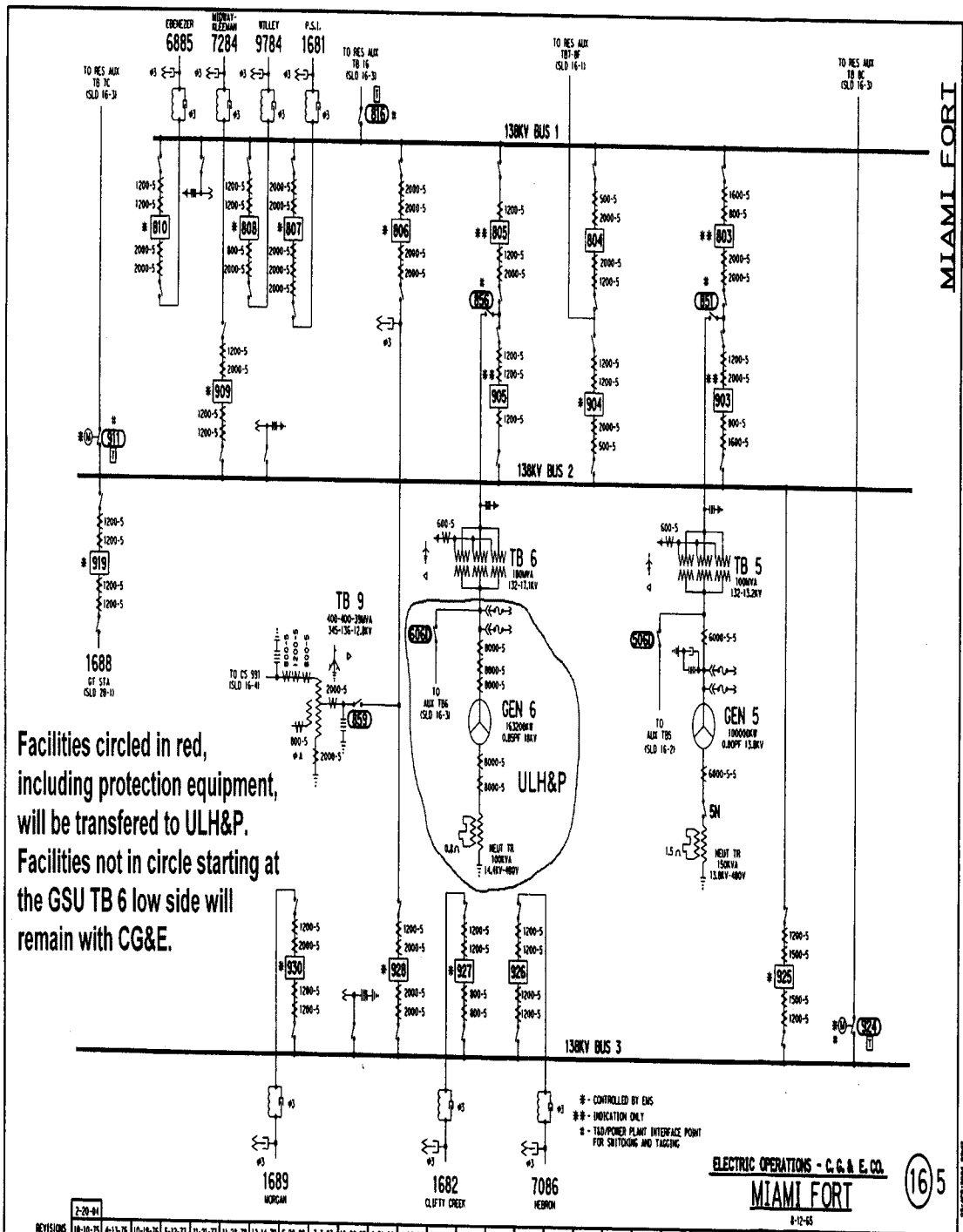
Units 5 and 6 Common Facilities

- Crushed coal conveyors (Conveyors #11 and #12)
- Conveyor G
- Miami Fort 5 vacuum pump
- Exhaust stack
- Miami Fort #2 coal crusher

Schedule 2.02 (a)

Transmission Assets

See Attached



MIAMI FORT

Facilities circled in red,  
including protection equipment,  
will be transferred to ULH&P.  
Facilities not in circle starting at  
the GSU TB 6 low side will  
remain with CG&E.

- \* - CONTROLLED BY EMS
- \*\* - INDICATION ONLY
- ⊕ - T&D/POWER PLANT INTERFERENCE POINT FOR SWITCHING AND TAPPING

ELECTRIC OPERATIONS - C. G. & E. CO.  
**MIAMI FORT** (16) 5

|           |          |          |
|-----------|----------|----------|
| REVISIONS | 2-29-81  | 8-12-83  |
| 10-10-75  | 4-13-76  | 10-19-76 |
| 5-12-77   | 11-26-77 | 11-28-77 |
| 12-16-79  | 5-28-80  | 3-3-83   |
| 10-28-83  | 1-31-84  | 4-28-84  |
| 7-16-84   | 1-14-85  | 10-13-86 |
| 3-18-87   | 5-24-88  | 9-13-91  |
| 5-4-92    | 4-4-93   | 8-28-94  |
| 11-1-95   | 4-24-96  | 1-15-97  |
| 1-19-98   | 12-2-98  | 6-13-00  |
| 2-27-01   | 11-12-01 | 11-1-02  |

Schedule 4.01 (c)(ii)

Transferor's Required Governmental and Third Party Consents

Section I

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

Section II

None

Schedule 4.01 (e)

Real Property

Situate in Section 35, T2, FR1, Miami Township, Hamilton County, Ohio, being more particularly described as follows:

United States Bench Mark No. 756 is located S54°16'22"W 9,497.85 feet from section stone marking Sections 31, 36, 30 and 25. Bench Mark No. 756 is shown on Chart No. 136 of the Survey of the Ohio River performed under the supervision of the Ohio River Board of Engineers on Locks and Dams by the District Engineer Officer, Louisville, Kentucky, and is located in the front yard of the old Benjamin Harrison homestead on the property of The Cincinnati Gas & Electric Company. Commencing at the said United States Bench Mark No. 756 and running with a true magnetic bearing of S15°30'E, 105.97 feet; thence N74°30'E, 2,398.48 feet to a point, hereafter, referred to as Reference Point "A", said point being the intersection of the base lines used for the construction of Unit 7 and Unit 8 at Miami Fort Station; thence along the North-South Base Line for Unit 7 and Unit 8, S15°30'E, 737.21 feet; thence S74°30'W, 23.04 feet to the **Point of Beginning** of this description and also the point of beginning of Parcel 3 recorded in Deed Book 4020, Page 1259 of the records of the Recorder of Hamilton County, Ohio; thence along the common line of said Parcel 3, S74°30'W 121.33 feet and S15°30'E 32.29 feet; thence leaving said Parcel 3, S74°30'W, 119.59 feet; thence S15°30'E, 56.42 feet; thence S74°30'W, 112.09 feet; thence N15°30'W, 67.42 feet to the southwest corner of Parcel 2 recorded in Deed Book 4020, Page 1259 of the records of the Recorder of Hamilton County, Ohio; thence along the common line of said Parcel 2 the following 9 courses: 1) N74°30'E 112.09 feet; 2) N15°30'W 91.88 feet; 3) N74°30'E 31.50 feet; 4) N15°30'W 10.00 feet; 5) N74°30'E 56.00 feet; 6) S15°30'E 9.75 feet; 7) N74°30'E 32.08 feet, 8) N15°30'W 18.33 feet and 9) N74°30'E 101.83 feet; thence leaving said Parcel 2 and continuing N74°30'E 19.51 feet; thence S15°30'E 89.17 feet to the point of beginning, containing 0.717 acres, more or less.

The parcel described above is part of the same real property conveyed to The Cincinnati Gas & Electric Company by Columbia Power Company by deed dated April 1, 1928 and recorded in Deed Book 1488, Page 537 of the records of the Recorder of Hamilton County, Ohio.



Schedule 4.01 (k)

Transferor Contracts

(See 2.01 (d))

Schedule 4.01 (m)

Permits

Section I (not being transferred)

- Title V Operating Permit, issued 7/31/2003
- Title IV Acid Rain Permit, dated April 9, 1998
- National Pollutant Discharge Eliminator System Permit, issued 8/01/1998

Section II

see Schedule 2.01(e)

Schedule 4.02 (c)(ii)

Transferee Required Governmental and Third Party Consents

Section I

Kentucky Public Service Commission

Section II

None