

SCHEDULES TO WOODSDALE 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 **Woodsdale Generating Station (“REAL ESTATE”)**:

Situate in Sections 17 and 18, Town 1, Range 4, Madison Township, Butler County, Ohio and being more particularly described as follows:

Beginning at an existing stone at the Northeast corner of Section 18; Thence South 72°52’04” East, 500.94 feet to a concrete monument, passing a concrete monument on-line at 5.00 feet;

Thence South 00°05’37” West, 2563.89 feet to an existing iron pin in the South right-of-way line of Woodsdale Road, passing concrete monuments on-line at 855.00 feet, 1708.89 feet and 2513.88 feet;

Thence, along the south right-of-way of Woodsdale Road, the following courses and distances:

South 88°55’54” West, 826.16 feet to an existing iron pin;
South 74°22’54” West, 376.28 feet;

Thence, along the lines of Metro Parks of Butler County, Ohio, the following courses and distances:

North 47°51’07” West, 436.02 feet to an existing iron pin, passing an iron pin on-line at 59.11 feet;
North 40°30’00” East, 323.89 feet to an existing iron pin;
North 00°07’00” East, 285.05 feet to an existing iron pin;
North 87°49’00” West, 131.71 feet to an existing iron pin;
South 65°38’09” West, 749.34 feet to an existing iron pin;
South 00°02’02” East, 1030.64 feet to the south right-of-way of Woodsdale Road, passing an iron pin on-line at 972.04 feet;

Thence, along the south right-of-way of Woodsdale Road, the following courses and distances:

South 58°31'54" West, 129.53 feet;
South 32°56'54" West, 741.67 feet to an existing iron pin;
South 47°16'24" West, 491.61 feet to an existing iron pin;
South 78°49'24" West, 262.12 feet; Thence North 00°08'36" West 25.47 feet to a point in the centerline of Woodsdale Road;

Thence, along said centerline, South 81°11'02" West, 358.32 feet;

Thence, continuing along said centerline, South 71°03'19" West, 310.53 feet;

Thence North 00°20'12" West, 1760.04 feet to a concrete monument, passing a concrete monument on-line at 26.38 feet;

Thence South 89°37'27" East, 164.34 feet to a concrete monument;

Thence North 00°04'47" East, 1185.45 feet to a concrete monument, passing a concrete monument on-line at 924.00 feet;

Thence South 89°55'13" East, 1134.78 feet to an existing concrete monument, passing concrete monuments on-line at 470.04 feet and 1129.78 feet;

Thence North 00°13'19" East, 1597.17 feet to an existing iron pin in the North line of Section 18, passing concrete monuments on-line at 5.00 feet, 797.17 feet and 1592.17 feet;

Thence, along the North line of said Section 18, North 89°54'05" East, 813.47 feet an iron pin and cap set;

Thence, along new lines of division, the following courses and distances:

South 00°16'01" East, 545.52 feet to a spike set, passing a set Mag nail on-line at 396.45 feet;
North 89°57'19" East, 346.33 feet to a Mag nail set;
North 01°22'06" West, 148.86 feet to a Mag nail set;
North 89°48'01" East, 322.81 feet to a Mag nail set;
South 00°14'50" East, 128.86 feet;
South 34°31'44" West, 56.58 feet to a spike set;
South 00°11'32" East, 468.69 feet to a Mag nail set;
North 89°59'26" East, 503.44 feet to a Mag nail set;
North 00°18'33" East, 1041.37 feet to an iron pin and cap set in the North line of Section 18;

Thence, along the North line of said Section 18, North 89°54'05" East, 162.52 feet to the point of beginning.

Containing 29.037 acres in Section 17 and 192.221 acres in Section 18.

The above description is the result of a field survey performed in January, 2005 under the direct supervision of Edward J. Schwegman, Registered Land Surveyor No. 6868, State of 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 otherwise 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:

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:
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

- Woodsdale Generating Station (Name Plate Rating 490 MW)
- Service building
- Propane storage and electrical equipment building
- Control & maintenance building
- Construction warehouse
- Six dual fuel gas turbine simple-cycle generators (ABA Model II NI)
- Six exhaust stacks
- Water injection system
- Six propane (LPG) vaporizing boilers
- Six above-ground propane storage tanks
- Two above-ground water storage tanks for demineralized water
- CO₂ suppression system
- Allison 501-KB gas turbine
- Stormwater retention basin
- Diesel engine
- Gas turbine generator
- Diesel/electric fire pump
- Propane pressure reducing station
- Propane odorizer building
- Chemical drum storage area
- Propane pump and propane line (LP-7) from Todhunter Cavern to Woodsdale

- Raw water tank and fire water storage
- Reverse osmosis water treatment facility
- Railroad sidetrack, consisting of track structure, ballast, grading, drainage structure, switch and turnout, bumping post and other appurtenances
- Three off-site water wells
- Railroad spur
- Warehouse
- Guardhouse
- Propane stores maintained on-site and at Todhunter Cavern
- 3 natural gas lines at Liberty Station feeding C210
- C210 Line between Liberty Station and Woodsdale Station
- 1 submersible pump located at Todhunter Cavern #5, and associated equipment
- 1 submersible pump located at Todhunter Cavern #6, and associated equipment
- Equipment at Todhunter Cavern #1
 - 2 submersible cavern pumps
 - motor control center
 - 2 water separators
 - 6 surface pumps
 - metering and regulating equipment
 - SCADA equipment
- Propane piping system from TEPPCO Cavern to Todhunter Cavern
- Natural gas odorizing tank and associated piping and equipment
- Private Sidetrack Agreement by and between CSX Transportation, Inc. and The Cincinnati Gas & Electric Company, dated October 11, 1990
- Propane Supply and Management Agreement by and between The Cincinnati Gas & Electric Company and Ohio River Valley Propane, LLC, dated June 1, 2003
- Farm License Agreement Addendum to Agreement dated June 27, 2002, dated as of August 27, 2002 by and between The Cincinnati Gas & Electric Company and Michael W. Gorman

- Water Purchase Agreement by and between The Cincinnati Gas & Electric Company and Duke Energy Madison, LLC, March 10, 2000, and assigned to PSI Energy, Inc. by CinCap Madison, LLC (formerly Duke Energy Madison, LLC) by that certain Assignment and Assumption Agreement with respect to Water Supply Agreement, dated February 5, 2003 by and between CinCap Madison, LLC and PSI Energy, Inc.
- License Agreement by and between The Cincinnati Gas & Electric Company and the City of Trenton, Ohio, commencing November 1, 2002
- Lease Agreement for Flying Model Aviation Facility by and between The Cincinnati Gas & Electric Company and The Greater Cincinnati Radio Control Club, dated March 16, 2004
- Commodity Storage Agreement by and between The Cincinnati Gas & Electric Company and Ohio River Valley Propane, LLC, dated January 1, 2003
- Plant's Permit to Install (Application No. 14-1905) effective June 20, 1990
- Title V Operating Permit, issued 9/20/2004 (issued by Ohio EPA)
- Title IV Acid Rain Permit, effective January 1, 2000
- National Pollutant Discharge Elimination System permit, issued February 14, 2001 (No. 11B00026* BD)
- Pollution Control Certificates – Certificate numbers 2002, 5459, 6145, 6704 and 17
- Boiler Permit U1, Ohio Department of Commerce, issued March 31, 2004
- Boiler Permit U2, Ohio Department of Commerce, issued March 31, 2004
- Boiler Permit U3, Ohio Department of Commerce, issued March 31, 2004
- Boiler Permit U4, Ohio Department of Commerce, issued March 31, 2004
- Boiler Permit U5, Ohio Department of Commerce, issued March 31, 2004
- Boiler Permit U6, Ohio Department of Commerce, issued March 31, 2004
- Vehicle Permit PCQ1511, Ohio Department of Transportation, issued May 31, 2004
- Vehicle Permit CUJ3345, Ohio Department of Transportation, issued May 31, 2004
- Vehicle Permit CSN9096, Ohio Department of Transportation, issued May 31, 2004
- Vehicle Permit PCN4208, Ohio Department of Transportation, issued May 31, 2004

- Licenses from U.S. Federal Communications Commission:
 - Woodsdale License, call sign WNTE353, expires 4/25/2011
 - Wellfield License, call sign WNTJ378, expires 4/25/2011
 - Remote Control License, call sign WNUR517, expires 10/26/2005
 - 2-way Radio License, call sign WNWK288, expires 5/24/2011

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

[Reserved]

Exhibit F

Form of Service Agreement

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 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

- Woodsdale Generating Station (Name Plate Rating 490 MW)
- Service building
- Propane storage and electrical equipment building
- Control & maintenance building
- Construction warehouse
- Six dual fuel gas turbine simple-cycle generators (ABA Model II NI)
- Six exhaust stacks
- Water injection system
- Six propane (LPG) vaporizing boilers
- Six above-ground propane storage tanks
- Two above-ground water storage tanks for demineralized water
- CO₂ suppression system
- Allison 501-KB gas turbine
- Stormwater retention basin
- Diesel engine
- Gas turbine generator
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- Propane pressure reducing station
- Propane odorizer building
- Chemical drum storage area
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- 1 submersible pump located at Todhunter Cavern #6, and associated equipment
- Equipment at Todhunter Cavern #1
 - 2 submersible cavern pumps
 - motor control center
 - 2 water separators
 - 6 surface pumps
 - metering and regulating equipment
 - SCADA equipment
- Propane piping system from TEPPCO Cavern to Todhunter Cavern
- Natural gas odorizing tank and associated piping and equipment

Schedule 2.01 (d)

Transferred Contracts

- Private Sidetrack Agreement by and between CSX Transportation, Inc. and The Cincinnati Gas & Electric Company, dated October 11, 1990
- Propane Supply and Management Agreement by and between The Cincinnati Gas & Electric Company and Ohio River Valley Propane, LLC, dated June 1, 2003
- Farm License Agreement Addendum to Agreement dated June 27, 2002, dated as of August 27, 2002 by and between The Cincinnati Gas & Electric Company and Michael W. Gorman
- Water Purchase Agreement by and between The Cincinnati Gas & Electric Company and Duke Energy Madison, LLC, March 10, 2000, and assigned to PSI Energy, Inc. by CinCap Madison, LLC (formerly Duke Energy Madison, LLC) by that certain Assignment and Assumption Agreement with respect to Water Supply Agreement, dated February 5, 2003 by and between CinCap Madison, LLC and PSI Energy, Inc.
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- Lease Agreement for Flying Model Aviation Facility by and between The Cincinnati Gas & Electric Company and The Greater Cincinnati Radio Control Club, dated March 16, 2004
- Commodity Storage Agreement by and between The Cincinnati Gas & Electric Company and Ohio River Valley Propane, LLC, dated January 1, 2003

Schedule 2.01 (e)

Transferred Permits

- Plant's Permit to Install (Application No. 14-1905) effective June 20, 1990
- Title V Operating Permit, issued 9/20/2004 (issued by Ohio EPA)
- Title IV Acid Rain Permit, effective January 1, 2000
- National Pollutant Discharge Elimination System permit, issued February 14, 2001 (No. 11B00026* BD)
- Pollution Control Certificates – Certificate numbers 2002, 5459, 6145, 6704 and 17
- Boiler Permit U1, Ohio Department of Commerce, issued March 31, 2004
- Boiler Permit U2, Ohio Department of Commerce, issued March 31, 2004
- Boiler Permit U3, Ohio Department of Commerce, issued March 31, 2004
- Boiler Permit U4, Ohio Department of Commerce, issued March 31, 2004
- Boiler Permit U5, Ohio Department of Commerce, issued March 31, 2004
- Boiler Permit U6, Ohio Department of Commerce, issued March 31, 2004
- Vehicle Permit PCQ1511, Ohio Department of Transportation, issued May 31, 2004
- Vehicle Permit CUJ3345, Ohio Department of Transportation, issued May 31, 2004
- Vehicle Permit CSN9096, Ohio Department of Transportation, issued May 31, 2004
- Vehicle Permit PCN4208, Ohio Department of Transportation, issued May 31, 2004
- Licenses from U.S. Federal Communications Commission:
 - Woodsdale License, call sign WNTE353, expires 4/25/2011
 - Wellfield License, call sign WNTJ378, expires 4/25/2011
 - Remote Control License, call sign WNUR517, expires 10/26/2005
 - 2-way Radio License, call sign WNWK288, expires 5/24/2011

Schedule 2.01 (i)

Transfer of Emissions Allowances

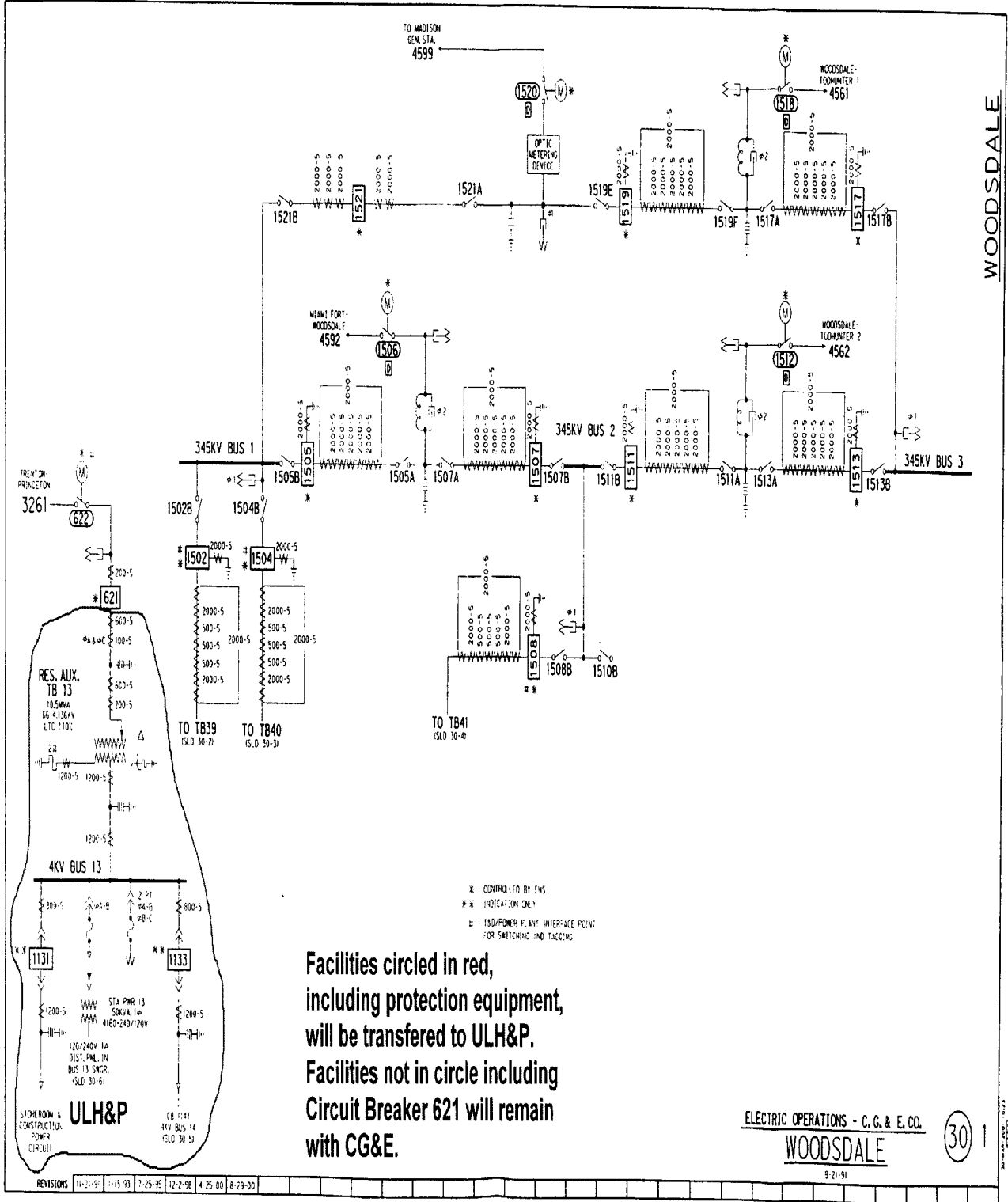
In conjunction with and simultaneous to the transfer of Woodsdale Station from Transferor to Transferee, the Transferor shall transfer an equivalent number of SO₂ and NO_x emission allowances in inventory allocated to or otherwise assigned by the applicable regulatory agency to Woodsdale Station (“Woodsdale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

1. Woodsdale 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 Woodsdale Emission Allowances equal to the number of associated early reduction credits obtained by Transferor.
2. All Woodsdale Emission Allowances for the years subsequent to the year in which the Closing occurs shall be transferred to Transferee at zero cost.
3. All Woodsdale 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 Woodsdale 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 Woodsdale Emission Allowances for the Closing Year equal to the percentage of the Closing Year that Transferor owns Woodsdale Station;
 - b. Transferor shall transfer to Transferee at zero cost all remaining Woodsdale Emission Allowances for the Closing Year.

Schedule 2.02 (a)

Transmission Assets

See Attached



Facilities circled in red,
including protection equipment,
will be transferred to ULH&P.
Facilities not in circle including
Circuit Breaker 621 will remain
with CG&E.

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

Water Purchase Agreement by and between The Cincinnati Gas & Electric Company and Duke Energy Madison, LLC, March 10, 2000, and assigned to PSI Energy, Inc. by CinCap Madison, LLC (formerly Duke Energy Madison, LLC) by that certain Assignment and Assumption Agreement with respect to Water Supply Agreement, dated February 5, 2003 by and between CinCap Madison, LLC and PSI Energy, Inc.

Private sidetrack agreement by and between CSX Transportation, Inc. and The Cincinnati Gas & Electric Company, dated October 11, 1990

Schedule 4.01 (e)

Real Property

Situate in Sections 17 and 18, Town 1, Range 4, Madison Township, Butler County, Ohio and being more particularly described as follows:

Beginning at an existing stone at the Northeast corner of Section 18; Thence South 72°52'04" East, 500.94 feet to a concrete monument, passing a concrete monument on-line at 5.00 feet;

Thence South 00°05'37" West, 2563.89 feet to an existing iron pin in the South right-of-way line of Woodsdale Road, passing concrete monuments on-line at 855.00 feet, 1708.89 feet and 2513.88 feet;

Thence, along the south right-of-way of Woodsdale Road, the following courses and distances:

South 88°55'54" West, 826.16 feet to an existing iron pin;
South 74°22'54" West, 376.28 feet;

Thence, along the lines of Metro Parks of Butler County, Ohio, the following courses and distances:

North 47°51'07" West, 436.02 feet to an existing iron pin, passing an iron pin on-line at 59.11 feet;
North 40°30'00" East, 323.89 feet to an existing iron pin;
North 00°07'00" East, 285.05 feet to an existing iron pin;
North 87°49'00" West, 131.71 feet to an existing iron pin;
South 65°38'09" West, 749.34 feet to an existing iron pin;
South 00°02'02" East, 1030.64 feet to the south right-of-way of Woodsdale Road, passing an iron pin on-line at 972.04 feet;

Thence, along the south right-of-way of Woodsdale Road, the following courses and distances:

South 58°31'54" West, 129.53 feet;
South 32°56'54" West, 741.67 feet to an existing iron pin;
South 47°16'24" West, 491.61 feet to an existing iron pin;
South 78°49'24" West, 262.12 feet; Thence North 00°08'36" West 25.47 feet to a point in the centerline of Woodsdale Road;

Thence, along said centerline, South 81°11'02" West, 358.32 feet;

Thence, continuing along said centerline, South 71°03'19" West, 310.53 feet;

Thence North 00°20'12" West, 1760.04 feet to a concrete monument, passing a concrete monument on-line at 26.38 feet;

Thence South 89°37'27" East, 164.34 feet to a concrete monument;

Thence North 00°04'47" East, 1185.45 feet to a concrete monument, passing a concrete monument on-line at 924.00 feet;

Thence South 89°55'13" East, 1134.78 feet to an existing concrete monument, passing concrete monuments on-line at 470.04 feet and 1129.78 feet;

Thence North 00°13'19" East, 1597.17 feet to an existing iron pin in the North line of Section 18, passing concrete monuments on-line at 5.00 feet, 797.17 feet and 1592.17 feet;

Thence, along the North line of said Section 18, North 89°54'05" East, 813.47 feet an iron pin and cap set;

Thence, along new lines of division, the following courses and distances:

South 00°16'01" East, 545.52 feet to a spike set, passing a set Mag nail on-line at 396.45 feet;

North 89°57'19" East, 346.33 feet to a Mag nail set;

North 01°22'06" West, 148.86 feet to a Mag nail set;

North 89°48'01" East, 322.81 feet to a Mag nail set;

South 00°14'50" East, 128.86 feet;

South 34°31'44" West, 56.58 feet to a spike set;

South 00°11'32" East, 468.69 feet to a Mag nail set;

North 89°59'26" East, 503.44 feet to a Mag nail set;

North 00°18'33" East, 1041.37 feet to an iron pin and cap set in the North line of Section 18;

Thence, along the North line of said Section 18, North 89°54'05" East, 162.52 feet to the point of beginning.

Containing 29.037 acres in Section 17 and 192.221 acres in Section 18.

The above description is the result of a field survey performed in January, 2005 under the direct supervision of Edward J. Schwegman, Registered Land Surveyor No. 6868, State of Ohio.

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

Kentucky Public Service Commission

Section II

None