

MAB

ASSIGNMENT

FOR VALUE RECEIVED, effective January 1, 2006 ("Effective Date"), THE CINCINNATI GAS & ELECTRIC COMPANY, hereinafter referred to as "ASSIGNOR," does hereby assign, set over, and transfer to THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation of the Commonwealth of Kentucky, whose mailing address is 139 East 4th Street, Cincinnati, Ohio 45202, hereinafter referred to as "ASSIGNEE," all right, title and interest of ASSIGNOR in the lease(s), license(s) or agreement(s) with CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, known as "LESSOR," "LICENSOR," OR "RAILROAD," depending on agreement type, hereinafter referred to as "CSXT," listed and identified on "Schedule A" attached hereto, covering the property or rights therein described, hereinafter referred to as "the Agreement(s)."

ASSIGNOR discharges CSXT from any and all past and present claims and obligations pursuant to the Agreement(s), as of the Effective Date of this Assignment, Assumption and Consent Agreement, hereinafter referred to as "Assignment," and releases all future rights therein against CSXT.

Further, by this Assignment, Assumption and Consent, ASSIGNOR is removed from all liability on the Agreement(s) (except for any environmental impacts which may exist as of the Effective Date), as of said Effective Date hereof, and after said Effective Date CSXT shall have rights against ASSIGNEE only for loss, damage or claims arising after such Date, but retaining rights against ASSIGNOR for any claims for environmental impacts that existed on or prior to such Effective Date.

WITNESS (for ASSIGNOR):

Mary Maschmeyer Schuler

CINCINNATI GAS AND ELECTRIC CO

By: *Ronald M. Norris*

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Assignor to the terms and conditions of this Agreement.

Print Name: RONALD M. NORRIS

Print Title: PERMIT ADMINISTRATOR

Tax I.D. No.: 31-0240030

M/G

ASSUMPTION

This Assumption by ASSIGNEE and amendment is entered into and effective January 1, 2006 ("Effective Date"), by THE UNION LIGHT, HEAT AND POWER COMPANY, a corporation of the Commonwealth of Kentucky ("ASSIGNEE") as follows:

WHEREAS, ASSIGNEE has applied to CSXT for the substitution of ASSIGNEE in place of the original contracted party under the Agreement(s) shown on "Schedule A," which may otherwise prohibit their assignment; and

WHEREAS, the Agreement(s) as currently drafted also fail(s) to explicitly provide for periodic rate adjustments, termination procedures, etc.; and

WHEREAS, CSXT has consented to the Assignment of each, from ASSIGNOR to ASSIGNEE, upon condition that certain terms of the Agreement(s) be altered and amended; and

WHEREAS, ASSIGNEE agrees to pay CSXT a sum of TWO THOUSAND TWO HUNDRED FIFTY AND 00/100 U.S. DOLLARS to cover the preparation fee(s) for this Assignment, payment of which is attached hereto;

NOW, THEREFORE, in consideration of the foregoing and in further consideration of this Assignment and the Consent of CSXT, ASSIGNEE hereby assumes and covenants and agrees to be bound by, carry out, perform, observe and abide by all the terms, obligations and conditions of the Agreement(s), as supplemented, arising on and after the Effective Date, as if an original party thereto, and agrees to amend the Agreement(s) by deletion of certain language and to add certain provisions, with said amendments and provisions being in full force and effect upon the Effective Date of this Assignment, as follows:

1. Fee(s), Adjustments, Terms:

(A) ASSIGNEE shall pay CSXT the annual or periodic Rent(s) or Fee(s) shown on "Schedule A," hereinafter, collectively referred to as "Fee(s)," payable in advance. ASSIGNEE shall have no right of refund for any cause whatsoever with respect to Fee(s) paid to CSXT, which shall be payable in advance as shown on "Schedule A", commencing as of the Effective Date. Such Fee(s) shall be subject to periodic review and adjustment by CSXT. If applicable, rental or fee increase(s) as indicated on "Schedule A" will become effective as of the Effective Date above, and/or the first and each subsequent anniversary thereof.

(B) In addition to the periodic review and adjustment referred to in Section (A), the Fee(s) shall also be increased on an annual basis by the same percentage of increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States, compiled by the Bureau of Labor Statistics of the United States Department of Labor" (hereinafter, "CPI"), in accordance with the following:

$$\frac{\text{Current Price Index}^*}{\text{Base Price Index}^{**}} \times \text{Fee} = \text{Adjusted Fee}$$

* Effective CPI in the fourth month prior to the anniversary date of the Agreement(s) or the Effective Date above.

** Effective CPI at the time of the Effective Date above.

(C) In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the percentage increase shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the U. S. Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by CSXT.

(D) In no event, however, shall the Fee(s) be less than the Fee(s) payable as of the Effective Date of this Assignment.

(E) Failure of ASSIGNEE to receive any bill for periodic Fee(s), or the receipt of a bill showing an incorrect Fee(s), shall neither override the terms of the Agreement(s), nor excuse or release ASSIGNEE from liability or responsibility for the correct Fee(s). Limitation on collection for any erroneous billings or payments shall be three (3) years from termination of the Agreement(s).

(F) If any amount due pursuant to the terms of the Agreement(s) is not paid by the due date, it will be subject to CSXT's standard late charge (currently set as \$25.00), and the balance due will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest interest rate so permitted.

(G) ASSIGNEE agrees to reimburse CSXT for all reasonable costs, including reasonable attorney's fee(s), incurred by CSXT for collection of any amount due under the Agreement(s), upon receipt of a statement from CSXT of such costs.

2. Insurance, Tax Terms, Provisions:

(A) ASSIGNEE shall procure and shall thereafter maintain during continuance of the Agreement(s), at its sole cost and expense, Commercial General Liability (CGL) Insurance, naming CSXT as additional insured and covering liability assumed by ASSIGNEE under the Agreement(s). Coverage of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence, for bodily injury and property damage, is required as a prudent minimum to protect ASSIGNEE's assumed obligations hereunder. The CGL certificate, along with this Assignment, shall be mailed to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. The CGL policy shall be endorsed to provide for thirty (30) days' notice in writing to CSXT prior to termination of or change in the coverage provided. Each successive year, ASSIGNEE shall mail the renewal certificate or previously mentioned notice to CSXT at the address shown in this paragraph

(B) ASSIGNEE assumes sole responsibility for, and shall pay directly (or reimburse CSXT) any annual taxes and/or periodic governmental assessments levied against CSXT or CSXT's property as covered by the Agreement(s) or based upon ASSIGNEE's use or occupation

thereof, whenever assessed or levied, regardless of any portion of the year(s) prior to this Assignment.

3. Title Limitations:

(A) The term "lease" or "license" as used herein or in any of the Agreement(s), shall mean with regard to any portion of Right-of-Way which is owned by CSXT in fee simple absolute (or where the applicable law of the State located otherwise permits CSXT to make such grants to ASSIGNEE), as a "leasehold of " or "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with CSXT, and no interest in or exclusive right to possess being otherwise granted to ASSIGNEE. With regard to any other portion of the Right-of-Way occupied, used or controlled by CSXT under any other facts or rights, CSXT merely waives its exclusive right to occupy the Right-of-Way, and grants no other rights whatsoever under the Agreement(s), such exclusivity waiver continuing only so long as CSXT continues its own occupation, use or control of the Right-of-Way.

(B) CSXT does not warrant or guarantee that any license, rights or interest granted under the Agreement(s) will provide ASSIGNEE with all of the rights necessary for ASSIGNEE to occupy any portion of the Right-of-Way. ASSIGNEE further acknowledges that it may not have the right to occupy any portion of the Right-of-Way held by CSXT in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, ASSIGNEE shall not obtain, exercise or claim any interest in the Right-of-Way that would impair CSXT's existing rights therein.

4. Rail Shipments, Limits:

(A) If any of the Agreement(s) to be assigned is/are for a Sidetrack, ASSIGNEE, as substitute Industry, understands that it must tender and/or receive a sufficient number of railcar shipments over the Sidetrack in order for CSXT to continue to keep CSXT's segment(s) of the Sidetrack(s) in place.

(B) If the amount of CSXT line-haul revenue from carload freight tendered or received over the Sidetrack falls below the current minimum line-haul revenue, CSXT may notify ASSIGNEE that CSXT will only retain its segment for connection in place, in exchange for payment by ASSIGNEE of an Annual Track Continuation Charge.

(C) ASSIGNEE shall have a period of thirty (30) days from the date of notice from CSXT within which to either accept or decline payment of the Annual Track Continuation Charge. Should ASSIGNEE decline to pay the Annual Track Continuation Charge or not respond during the thirty (30) day period, then CSXT shall have the right to suspend service over the Sidetrack or to terminate this Agreement upon notice to ASSIGNEE.

(D) Payment by ASSIGNEE of any Fee(s) or any Annual Track Continuation Charge shall not be held to create an irrevocable license for any specific period or term.

5. Road Crossing(s), Limits:

(A) If any of the Agreement(s) to be assigned is/are for a Private Road Crossing, upon the Effective Date of this Agreement, and thereafter on each anniversary of the Effective Date (until terminated), ASSIGNEE shall also pay to CSXT an Annual Replacement Fee(s) as shown on "Schedule A."

(B) Payment by ASSIGNEE of any Fee(s) or any Annual Replacement Fee(s) shall not be held to create an irrevocable license or property right for any specific period or term.

6. Termination, Limits:

(A) Notwithstanding the Existing Term(s) of said Agreement(s), ASSIGNEE understands and agrees that, after the Effective Date hereof, the term(s) of the Agreement(s) shall continue in force and effect unless and until terminated by either party upon thirty (30) days written notice delivered by registered or certified mail to the other.

(B) All other terms contained in the Agreement(s) shall remain as if republished herein.

(C) The provisions of the prior written Agreement(s) and this Assignment are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, or (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions.

WITNESS (for ASSIGNEE):

Mary Maschmeyer Schuler

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

By: *Ronald M. Norris*

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Assignee to the terms and conditions of this Agreement.

Print Name: RONALD M. NORRIS

Print Title: PERMIT ADMINISTRATOR

Tax Identification No.: 31-0473080

7/11/05

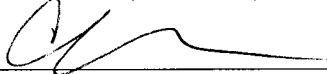
CONSENT

In consideration of the above Assignment and Assumption, CSXT hereby consents and agrees to the foregoing Assignment and Assumption, as of the Effective Date hereinabove, provided that:

This Consent shall not be construed by any party as a waiver of consent to any further or subsequent assignment, sublease, sublicense, or transfer of the rights or duties and/or obligations, in whole or in part, of said Agreement(s).

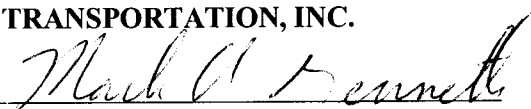
IN WITNESS WHEREOF, CSXT has caused this Assignment, Assumption and Consent to be executed by its duly authorized officer, on this 10th day of January, 2006.

WITNESS: (for CSXT)



CSX TRANSPORTATION, INC.

By:



Print/Type Name: **Mark A. Gennette**
Director

Print/Type Title: **Contract Management**

ASSIGNMENT(S) - SCHEDULE A

ASSIGNOR: Cincinnati Gas And Electric Co
 ASSIGNEE: The Union Light, Heat and Power Company

AGREEMENT NUMBER	AGREEMENT DATE	TYPE OF AGREEMENT	LOCATION	FEE(S)	PAYABLE
CSX-012481	1990/10/11	Sidetrack	Trenton, OH	N/A	N/A

January 10, 2006

VIA UPS 904. 359. 7413

Ms. Catherine E. Adkins
Manager, Contract Management
CSX Transportation
500 Water Street J 180
Jacksonville, FL 32202

Cinergy Corp.
139 East Fourth Street
Suite 467A
P.O. Box 960
Cincinnati, OH 45201-0960
Tel 513.287.1062
Fax 513.287.1743
rmnorris@cinergy.com

RONALD M. NORRIS
Permit Administrator

CINERGY

SUBJECT: NAME CHANGE AND ASSIGNMENT RE AGREEMENT NO. CSX-012481 ET AL - THE NAME CHANGE FOR TWO PIPELINE CROSSING AGREEMENTS CSX-020718-257 & 258 (WERE CSX 013795 & CSX 013800) AND THE ASSIGNMENT OF PRIVATE SIDETRACK AGREEMENT RE-95515, THESE FACILITIES ALL BEING LOCATED NEAR TRENTON, IN BUTLER COUNTY, OHIO

Dear Ms. Adkins:

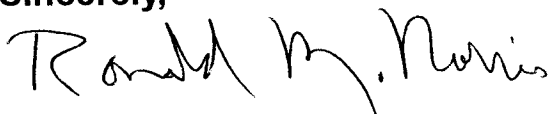
The Cincinnati Gas & Electric Company (CG&E), due to deregulation proceedings in The State of Ohio, is required to turn over to its subsidiary, The Union Light Heat & Power Company (ULH&P), the two subject crossings and the subject sidetrack. Therefore CG&E is requesting a name change to UHL&P for the two crossings and an assignment to UHL&P for the sidetrack.

CSX Transportation, Inc. had previously received CG&E's Check Number 0000118753, dated 12/19/2005, in the amount of \$2,250.00 to cover these items.

As I had previously mentioned, this work is on a fast track schedule and I request that the final documents be sent electronically and our originals be returned to me by overnight courier. If you should need it, our UPS account number is 492158.

If you have any questions or concerns, please call me direct at 513.287.1062.

Sincerely,



Ronald M. Norris, Permit Administrator
The Cincinnati Gas & Electric Company
139 East Fourth Street Room # 467A
Cincinnati, OH 45202-4003
Phone 513. 287.1062 Fax 513. 287.1743
E-Mail RMNorris@Cinergy.com

Attachment(s)

WORD\MY DOC\CSX CG&E WOODSDALE NAME CHANGE & ASSIGNMENT LTR 01-10-2006 TRENTON BUTLER CO OHIO