

Large Filing Separator Sheet

Case Number: 03-93-EL-ATA
03-2079-EL-AAM
03-2080-EL-ATA
03-2081-EL-AAM
05-724-EL-UNC
05-725-EL-UNC
06-1068-EL-UNC
06-1069-EL-UNC
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Rocco O. D'Ascenzo
Counsel

December 7, 2007

Public Utilities Commission
Docketing Division
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

PUCO

Re: Case No 03-93-EL-ATA-et al.,

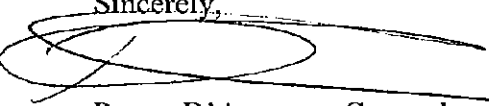
Dear Docketing:

Attached, please find for filing an original and 10 copies of the Redacted Exhibits as Ordered in the Commission's October 24, 2007 Order on Remand in the above referenced proceeding. As stated in the Commission's Order this information shall be subject to a protective order for a period of 18 months beginning from March 18, 2007.

With this filing, DE-Ohio is serving hard copies of the redacted exhibits to the Parties. Due to the volume of the exhibits, DE-Ohio is unable to electronically serve these documents upon the Parties. DE-Ohio will provide parties with a CD of the data upon written request.

Thank you.

Sincerely,


Rocco D'Ascenzo, Counsel
Duke Energy Ohio
2500 Atrium II, 139 East Fourth Street
P. O. Box 960
Cincinnati, Ohio 45201-0960

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
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ATTACHMENT 1

Beth E. Hixon
Utility Testimony

As an employee of the Office of the Ohio Consumers' Counsel (OCC):

Company	Docket No.	Date
Ohio Power	83-98-EL-AIR	1984
Ohio Gas	83-505-GA-AIR	1984
Dominion East Ohio Gas	05-474-GA-ATA	2005
Dayton Power & Light	05-792-EL-ATA	2006

As an employee of Berkshire Consulting Service:

Company	Docket No.	Date	Client
Toledo Edison	88-171-EL-AIR	1988	OCC
Cleveland Electric Illuminating	88-170-EL-AIR	1988	OCC
Columbia Gas of Ohio	88-716-GA-AIR et al.	1989	OCC
Ohio Edison	89-1001-EL-AIR	1990	OCC
Indiana American Water	Cause No. 39595	1993	Indiana
Office of the Utility Consumer Counsel			
Ohio Bell	93-487-TP-CSS	1994	OCC
Ohio Power	94-996-EL-AIR	1995	OCC
Toledo Edison	95-299-EL-AIR	1996	OCC
Cleveland Electric Illuminating	95-300-EL-AIR	1996	OCC
Cincinnati Gas & Electric	95-656-GA-AIR	1996	City of Cincinnati, OH

CONFIDENTIAL PROPRIETARY
TRADE SECRET

Agreement

This agreement is between The Cinergy Retail Sales, LLC (Cinergy), and the hospitals shown on the attached agreement exhibit 1 incorporated by reference into this agreement [REDACTED] effective this [REDACTED]. It is the intent of the parties to this agreement to bind Cinergy and [REDACTED] the terms and conditions set forth herein. The following is the entire agreement between Cinergy and the [REDACTED] it may not be amended except by the written agreement of the parties.

This agreement is binding on the parties regarding the subject matter herein and both the terms and existence of the agreement are to remain confidential among the parties and may be released to non-parties only if ordered by a court or administrative agency of competent jurisdiction. If any issue related to the confidentiality of this agreement comes before a court or administrative agency of competent jurisdiction the party before such court or administrative agency shall use best efforts to immediately notify the other party. The parties shall defend the confidentiality of this agreement. The parties shall not circulate the agreement, or disclose its existence, to any employee, agent, or assignee of the party unless such employee, agent, or assignee has a need to know for the purpose of effectuating the agreement.

The parties, for good consideration, agree to the following terms and conditions:

1. Beginning [REDACTED], and through [REDACTED] Cinergy will offer to sell retail electric generation service to the Hospitals for all their CG&E accounts at a [REDACTED] tariff rate of The Cincinnati Gas & Electric Company's [REDACTED] approved by the Public Utilities Commission of Ohio (Commission) in case no. 99-1658-EL-ETP [REDACTED] approved in the same case [REDACTED], except that [REDACTED] and [REDACTED] shall purchase competitive retail electric generation service from Cinergy at a [REDACTED] they are receiving from The Cincinnati Gas & Electric Company on December 31, 2004. The [REDACTED] offer indicated above will be an [REDACTED]
2. Cinergy shall [REDACTED] the [REDACTED] to The Cincinnati Gas & Electric Company by [REDACTED] purchasing competitive retail electric generation service from Cinergy pursuant to paragraph one (1) above. Cinergy shall [REDACTED]
3. If, [REDACTED] in The Cincinnati Gas & Electric Company's certified territory, such [REDACTED] except that new load relative to dual feeds shall be subject to the terms and conditions set forth in paragraph six (6) of this agreement.
4. Cinergy shall pay the [REDACTED]
5. The Hospitals shall comply with the terms and conditions of the order of the Public Utilities Commission of Ohio in case no. 03-93-EL-ATA including the payment of regulatory transition charges and provider of last resort charges [REDACTED]

6. Cinergy shall not amend the rates charged by The Cincinnati Gas & Electric Company for dual feeds for load existing prior to [REDACTED]. The Cincinnati Gas & Electric Company may amend its tariffs for dual feed where there is a significant increase in load or for new dual feed consumers pursuant to an application approved by the Public Utilities Commission of Ohio.
7. Hospitals purchasing generation service pursuant to existing tariff load management riders as of [REDACTED] may continue to purchase generation service pursuant to such load management riders through [REDACTED].
8. This agreement has no application to The Cincinnati Gas & Electric Company's transmission and distribution rates as approved by the Public Utilities Commission of Ohio.
9. The [REDACTED] shall cause the [REDACTED] to [REDACTED] filed by The Cincinnati Gas & Electric Company and [REDACTED] in case no. 03-93-EL-ATA, and any related litigation.

This agreement terminates after [REDACTED]

- A. [REDACTED] The Cincinnati Gas & Electric Company [REDACTED]
- B. [REDACTED]
- C. [REDACTED]

All notices, demands, and statements to be given hereunder shall be

given in writing to the parties at the addresses appearing herein below
and will be effective upon actual receipt:

[REDACTED]

[REDACTED]

To Cinergy:

Cinergy

[REDACTED]

or such other address as is provided in writing by the recipient from time
to time. Payments shall be made by ACH or wire transfer to the account
designated by the payee from time to time.

Cinergy and [REDACTED] shall defend, indemnify, and hold harmless the
non-breaching party from any and all claims by third parties including
the government regarding the enforcement or breach of this agreement,
including but not limited to, property damages, environmental damages,
contract damages, fines, or penalties arising from or in connection with
the provision or acceptance of competitive retail electric service arising
from or in connection with the performance of this agreement.

This agreement is for the exclusive benefit of the parties and may
not be assigned without the written consent of the non-assigning party.

This Letter Agreement shall be governed by and construed in
accordance with the laws of the State of Ohio.

Entered into on this [REDACTED]

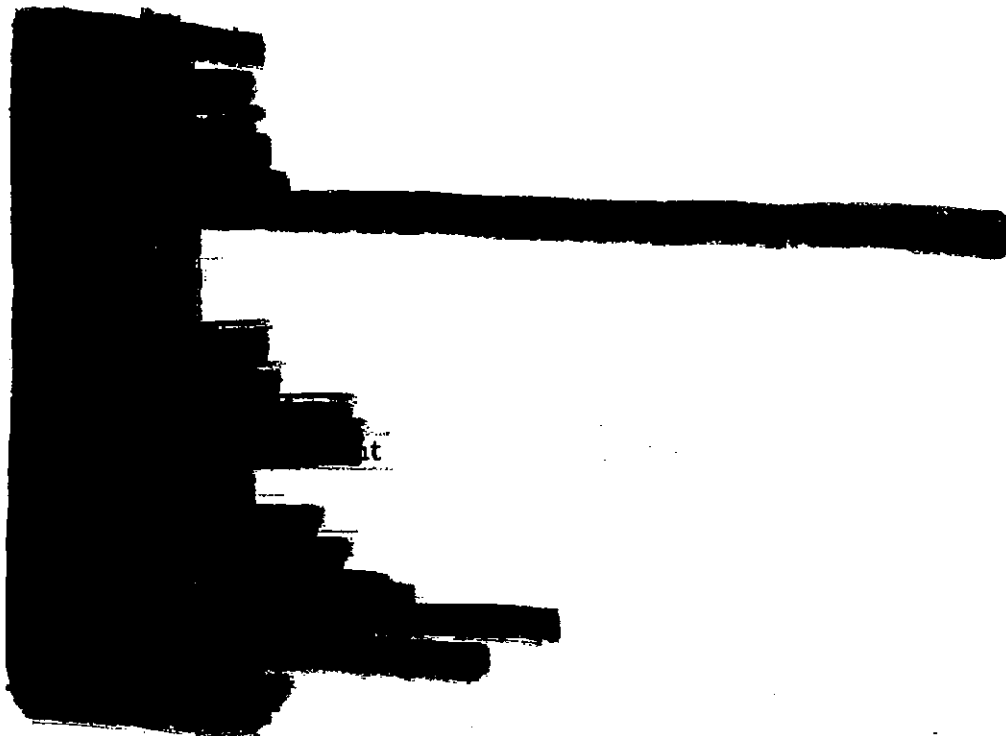
CONFIDENTIAL PROPRIETARY
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On behalf of Cinergy

On Behalf [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
The Cincinnati Gas & Electric Company
155 East Broad Street
Columbus, Ohio 43215

Agreement Exhibit One



CONFIDENTIAL PROPRIETARY
TRADE SECRET

Agreement

This Agreement is between Cinergy Retail Sales, LLC (Cinergy), and

[REDACTED]
[REDACTED]
(Customers), effective this [REDACTED] It is the intent of the Parties to this Agreement to bind the Customers to the terms and conditions set forth herein.

This Agreement is binding on the Parties regarding the subject matter herein and is to remain confidential among the Parties and may be released to non-Parties only if ordered by a court or administrative agency of competent jurisdiction. If the issue of this Agreement's confidentiality comes before a court or administrative agency of competent jurisdiction the Party before such court or administrative agency shall immediately notify the other Party. The Parties shall defend the confidentiality of this Agreement. The Parties shall not circulate the Agreement, or its existence, to any employee, agent, or assignee of the Party unless such employee, agent, or assignee has a need to know for the purpose of effectuating the Agreement.

The Parties, for good consideration, agree to the following terms and conditions:

1. The Customers may, individually and on an individual account basis, [REDACTED]

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- a. Beginning [REDACTED] and ending [REDACTED] each Customer [REDACTED] may purchase competitive retail electric generation service from Cinergy at their current tariffed unbundled generation rate approved by the Commission in case no. 99-1658-EL-ETP and also known as Big G, [REDACTED]

[REDACTED]
approved by the PUCO. It is agreed that for any Customer [REDACTED]

[REDACTED] with The Cincinnati Gas & Electric Company [REDACTED]

[REDACTED] may be [REDACTED] unless the parties agree otherwise. Cinergy shall [REDACTED]

[REDACTED] paid to The Cincinnati Gas & Electric Company. The effect of such [REDACTED] shall be that Customers will [REDACTED] in Case No. 99-1658-EL-ETP [REDACTED] Cinergy may [REDACTED]

[REDACTED] or,

- b. Each Customer may accept The Cincinnati Gas & Electric Company's market-based standard service offer price, [REDACTED]

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[REDACTED] retain the right [REDACTED] to switch to a competitive retail electric service provider under the terms and conditions of the Commission's order. Upon switching to a competitive retail electric service provider, Cinergy [REDACTED]

[REDACTED] hereafter paid to The Cincinnati Gas & Electric Company [REDACTED]

[REDACTED] If a Customer is taking service from a non-Cinergy affiliated competitive retail electric service provider on [REDACTED] Cinergy shall [REDACTED]

[REDACTED] the period [REDACTED]

[REDACTED] and b) this notice constitutes [REDACTED]

2. If, prior to [REDACTED] any of the Customers add [REDACTED] in The Cincinnati Gas & Electric Company's certified territory which exceeds a Customer's combined (all accounts) maximum demand as of January 1, 2005, [REDACTED]

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[REDACTED]
any accounts representing new load beyond the foregoing limit
are not included under this Agreement.

3. Customers shall pay The Cincinnati Gas & Electric Company's transmission and distribution rates as approved by the Commission.

4. [REDACTED]

5. In the Cincinnati Gas & Electric Company's next distribution base rate case that results in a change in the Customers' rates, CG&E will file a cost of service study reflecting actual cost of service for all rate classes. [REDACTED]

6. [REDACTED]

7. If a Customer had shopped for competitive generation and is subject to a minimum stay with CG&E [REDACTED] then the [REDACTED] effective [REDACTED]

8. Nothing in this Agreement modifies or limits any settlement agreement reached by the Parties or their agents in Case No. 99-1658-EL-ETP.

9. The Parties agree to work in good faith to [REDACTED]

[REDACTED] Cinergy will [REDACTED]

10. If an order in Case No. 03-93-EL-ATA is issued which is acceptable to CG&E but which renders invalid or ineffective any provision of this Agreement to the [REDACTED]

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[REDACTED]

This Agreement terminates after [REDACTED] or as follows:

A.

[REDACTED]

B.

[REDACTED]

C.

[REDACTED]

[REDACTED]

All notices, demands, and statements to be given hereunder shall be given in writing to the Parties at the addresses appearing herein below and will be effective upon actual receipt:

To Customers:

[REDACTED]

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TRADE SECRET

To Cinergy:

[REDACTED]

or such other address as is provided in writing by the recipient from time to time. Payments shall be made by ACH or wire transfer to the account designated by the payee from time to time.

Cinergy and the Customers shall defend, indemnify, and hold harmless the non-breaching Party from any and all claims by third Parties regarding the enforcement or breach of this Agreement arising from or in connection with the performance of this Agreement.

This Agreement is for the exclusive benefit of the Parties and may not be assigned without the written consent of the non-assigning Party.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Entered into on this [REDACTED]

On behalf of Cinergy

On Behalf of the Customers

[REDACTED]

The Cincinnati Gas & Electric Company
155 East Broad Street
Columbus, Ohio 43215

[REDACTED]

CINERGY.
SERVICES

April 4, 2005

Re!

Dear

While both parties have and continue to agree to this handling of the RTR accounts, I am writing on behalf of [REDACTED] with the purpose of clarifying and gaining written confirmation of the agreement that was reached with respect to the [REDACTED]

The [REDACTED] on behalf of its members, and Cinergy Retail Sales, LLC (the Parties), hereby agree that under the [REDACTED] between

Please confirm your agreement to the above by signing and returning the duplicate copy of this letter.

Attorney for the

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Agreement

This agreement is between Cinergy Corp. (Cinergy), through its agent Cinergy Retail Sales, LLC (CRS), and the [REDACTED]

[REDACTED] for the benefit of [REDACTED] and [REDACTED] (Customers), effective this [REDACTED] As to

[REDACTED] this agreement is effective only to [REDACTED]

[REDACTED] It is the intent of the parties to this agreement to bind the Customers to the terms and conditions set forth herein. The following is the entire agreement between CRS and [REDACTED] (Parties); it may not be amended except by the written agreement of the parties.

This agreement is binding on the Parties regarding the subject matter herein and is to remain confidential among the Parties and may be released to non-parties only if ordered by a court or administrative agency of competent jurisdiction. If the issue of this agreement's confidentiality comes before a court or administrative agency of competent jurisdiction the party before such court or administrative agency shall immediately notify the other party. The Parties shall defend the confidentiality of this agreement. The Parties shall not circulate the agreement, or its existence, to any employee, agent, or assignee of the party unless such employee, agent, or assignee has a need to know for the purpose of effectuating the agreement. For purposes of this paragraph, the term Parties includes the Customers.

The Parties, for good consideration, agree to the following terms and conditions:

1. Beginning [REDACTED] or at such later time as may be specified herein for any accounts of each Customer that may be presently receiving competitive retail generation service from a supplier not affiliated with Cinergy, [REDACTED]

[REDACTED] Any accounts of each Customer presently receiving competitive retail electric service from a non-Cinergy affiliated competitive retail electric service provider shall [REDACTED]

Compliant contracts to implement the above described service relationship between Customers and CRS shall be executed as soon as reasonably possible and shall terminate no later than [REDACTED]

Cinergy [REDACTED]

Commission in case no. 99-1658-EL-ETP and Cinergy shall [REDACTED]

[REDACTED] to The Cincinnati Gas & Electric Company; (2) [REDACTED]

[REDACTED]

to The Cincinnati Gas & Electric
Company; (4)

[REDACTED]

2. If [REDACTED] the Customers add additional
[REDACTED] in The Cincinnati Gas & Electric Company's

[REDACTED]

[REDACTED] pay accounts
[REDACTED]

3.

[REDACTED]

3. Cinergy shall [REDACTED]

[REDACTED]

4. Customers shall pay The Cincinnati Gas & Electric Company's
otherwise applicable transmission and distribution rates as

approved by the Commission. Customers, or their appointed representative, retain all rights to participate in Commission and Federal Energy Regulatory Commission proceedings that may affect the rates, terms, or conditions of distribution and transmission service.

5. Nothing in this agreement shall affect the terms and conditions agreed to by [REDACTED]

[REDACTED] and Cinergy, pursuant to the agreement [REDACTED]
[REDACTED]

6. Cinergy will comply with all regulatory requirements necessary to create an affiliated competitive retail electric service provider to supply competitive retail electric service to Customers as required by paragraph one (1) of this agreement.

7. The [REDACTED]
filed by The Cincinnati Gas & Electric Company and the [REDACTED]
[REDACTED] No. 03-93-EL-ATA subject to such reservation as
[REDACTED]

This agreement terminates after [REDACTED] or as follows:

A. [REDACTED]

B. [REDACTED]

C. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

All notices, demands, and statements to be given hereunder shall be given in writing to the parties at the addresses appearing herein below and will be effective upon actual receipt:

To Customers:

[REDACTED]

To Cinergy:

Cinergy

[REDACTED]

or such other address as is provided in writing by the recipient from time to time. Payments shall be made by ACH or wire transfer to the account designated by the payee from time to time.

Cinergy and the Customers shall defend, indemnify, and hold harmless the non-breaching party from any and all claims by third parties including the government regarding the enforcement or breach of this agreement, including but not limited to, property damages, environmental damages, contract damages, fines, or penalties arising from or in connection with the provision or acceptance of competitive retail electric service arising from or in connection with the performance of this agreement.

This agreement is for the exclusive benefit of the Parties and shall apply to successors and assigns of the affected Customers as well as

Cinergy provided, as to the Customers, they continue to display substantially similar load and usage characteristics as those that presently exist. The Parties shall not assign their rights or obligations under this agreement without the written consent of the non-assigning party and such written consent shall not be unreasonably withheld.

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Entered into on this [REDACTED]

On behalf of Cinergy

On Behalf of the Customers

[REDACTED]

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TRADE SECRET

Agreement

This agreement is between Cinergy Corp. (Cinergy), and the [REDACTED]
[REDACTED] It is the intent of the parties to this agreement to bind Cinergy and [REDACTED] to the terms and conditions set forth herein. The following is the entire agreement between Cinergy and [REDACTED] it may not be amended except by the written agreement of the parties.

This agreement is binding on the parties regarding the subject matter herein and both the terms and existence of the agreement are to remain confidential among the parties and may be released to non-parties only if ordered by a court or administrative agency of competent jurisdiction. If any issue related to the confidentiality of this agreement comes before a court or administrative agency of competent jurisdiction the party before such court or administrative agency shall use best efforts to immediately notify the other party. The parties shall defend the confidentiality of this agreement. The parties shall not circulate the agreement, or disclose its existence, to any employee, agent, or assignee of the party unless such employee, agent, or assignee has a need to know for the purpose of effectuating the agreement.

The parties, for good consideration, agree to the following terms and conditions:

1. [REDACTED]
requirements generation service pursuant to its current tariff and pursuant to the Electric Reliability and Rate Stabilization

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Plan approved by the Public Utilities Commission of Ohio
(Commission).

2. Cinergy [REDACTED]
[REDACTED]

2. If [REDACTED] adds additional
The Cincinnati Gas & Electric Company's
[REDACTED]
[REDACTED]
[REDACTED]

4. This agreement has no application to The Cincinnati Gas &
Electric Company's transmission and distribution rates as
approved by the Commission.

5. [REDACTED]
[REDACTED]

This agreement terminates after [REDACTED] or upon the
occurrence of any of the following:

A. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

B. [REDACTED]
[REDACTED]

C. [REDACTED]
[REDACTED]
[REDACTED]

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D. [REDACTED]

All notices, demands, and statements to be given hereunder shall be given in writing to the parties at the addresses appearing herein below and will be effective upon actual receipt:

To [REDACTED]

To Cinergy:

Cinergy
[REDACTED]

or such other address as is provided in writing by the recipient from time to time. Payments shall be made by ACH or wire transfer to the account designated by the payee from time to time.

Cinergy and [REDACTED] shall defend, indemnify, and hold harmless the non-breaching party from any and all claims by third parties including the government regarding the enforcement or breach of this agreement, including but not limited to, property damages, environmental damages, contract damages, fines, or penalties arising from or in connection with

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the provision or acceptance of competitive retail electric service arising from or in connection with the performance of this agreement.

This agreement is for the exclusive benefit of the Parties and shall apply to successors and assigns of [REDACTED] as Cinergy provided, as to [REDACTED] it continues to display substantially similar load and usage characteristics as those that presently exist. The Parties shall not assign their rights or obligations under this agreement without the written consent of the non-assigning party and such written consent shall not be unreasonably withheld.

This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Entered into on this [REDACTED]

On behalf of Cinergy

On Behalf of [REDACTED]

[REDACTED]

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Agreement

WHEREAS, on [REDACTED] a [REDACTED] Agreement for a transaction under the Cinergy Operating Companies market-based power sales tariff was entered into between [REDACTED] and the Cinergy Operating Companies to supply firm energy to fulfill the retail power requirements of certain of the [REDACTED] in the service territory of The Cincinnati Gas & Electric Company [REDACTED]

WHEREAS, on [REDACTED] a Performance Assurance Agreement was entered into between [REDACTED] and Cinergy Services, Inc. whereby certain performance assurances were provided by [REDACTED] to Cinergy Services, Inc.;

WHEREAS, on [REDACTED] for a transaction under the Cinergy Operating Companies market-based power sales tariff was entered into between [REDACTED] and the Cinergy Operating Companies to supply firm energy to fulfill the retail power requirements of the [REDACTED]

WHEREAS, the Performance Assurance Agreement was amended effective [REDACTED]

WHEREAS, the competitive retail electric market in Ohio has not developed as envisioned when the Electric Transition Plan of The

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Cincinnati Gas & Electric Company ("CG&E") in Case No. 99-1658-EL-ETP was approved by the PUCO;

WHEREAS, on January 26, 2004, CG&E filed an Electric Reliability and Rate Stabilization Plan at the request of the Commission in order to further the transition to a competitive market;

WHEREAS, the power sales agreements by the Cinergy Operating Companies for ultimate sale to [REDACTED] provided for firm power, and to permit [REDACTED] be fairly charged for reserve margin and other costs associated with the provision of competitive retail electric service as contained in the proposed Electric Reliability and Rate Stabilization Plan, and for other consideration, this new Agreement has been entered into.

This Agreement is between Cinergy Retail Sales, LLC ("Cinergy"), and [REDACTED] It is the intent of the Parties to this Agreement to bind Cinergy and [REDACTED] to the terms and conditions set forth herein. The following Agreement may not be amended except by the written Agreement of the Parties.

This Agreement is binding on the Parties regarding the subject matter herein and is to remain confidential among the Parties and may be released to non-Parties only if ordered by a court or administrative agency of competent jurisdiction. If the issue of this Agreement's confidentiality comes before a court or administrative agency of competent jurisdiction the Party before such court or administrative agency shall immediately notify the other Party. The Parties shall defend

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TRADE SECRET

the confidentiality of this Agreement. The Parties shall not circulate the Agreement, or its existence, to any employee, agent, or assignee of the Party unless such employee, agent, or assignee has a need to know for the purpose of effectuating the Agreement.

The Parties, for good consideration, agree to the following terms and conditions:

1. Effective [REDACTED] and ending [REDACTED] [REDACTED] shall continue to purchase competitive retail electric service from [REDACTED] non-Cinergy affiliated competitive retail electric service provider, under both the [REDACTED] During [REDACTED] shall pay [REDACTED]

[REDACTED] approved by the Public Utilities Commission of Ohio's in Case No. 03-93-EL-ATA and Cinergy or [REDACTED]

[REDACTED] of the Public Utilities Commission of Ohio's order in Case No. 03-93-EL-ATA. Cinergy or any [REDACTED]

2. Beginning [REDACTED] Cinergy or any affiliate thereof shall continue to be the wholesale power supplier to [REDACTED]

[REDACTED] It is anticipated that [REDACTED] continue to be [REDACTED]

[REDACTED] provider, including a Cinergy affiliate, and wholesale firm power will be provided by Cinergy at the same price, terms and conditions as set forth in [REDACTED] If a Cinergy affiliate is chosen as [REDACTED] then the Cinergy CRES will provide generation at retail at the prices set forth in [REDACTED] plus transmission costs. [REDACTED]

[REDACTED] shall pay to The Cincinnati Gas & Electric Company the [REDACTED]

[REDACTED] approved by the Public

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Utilities Commission of Ohio in Case No. 99-1658-ELETP.
Cinergy or any affiliate thereof shall [REDACTED]

[REDACTED] paid to The Cincinnati Gas &
Electric Company. Cinergy or any affiliate thereof [REDACTED]

[REDACTED] No later than 60
days after an order is issued in Case No. 03-93-EL-ATA or
December 31, 2004 (whichever comes first) [REDACTED]

3. Effective [REDACTED] may purchase for both its
[REDACTED] competitive retail electric
service from any competitive retail electric service provider,
including Cinergy, at the market rate quoted by such providers.

[REDACTED] Cinergy or any
[REDACTED]
[REDACTED] The Cincinnati Gas & Electric
Company. Cinergy or any [REDACTED]

4. The Cinergy Operating Companies shall [REDACTED]
[REDACTED]
Confirmation Letter Agreement to sell generation supply to [REDACTED]

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5. If, prior to [REDACTED] adds additional load or accounts in The Cincinnati Gas & Electric Company's certified territory which [REDACTED]
[REDACTED]
6. [REDACTED] pay The Cincinnati Gas & Electric Company's transmission and distribution rates as approved by the Public Utilities Commission of Ohio.
7. Cinergy or any affiliate thereof will comply with all regulatory requirements necessary to create an affiliated competitive retail electric service provider to offer competitive retail electric service [REDACTED] contemplated by this Agreement.
8. [REDACTED] Stipulation and Recommendation by The Cincinnati Gas & Electric Company and [REDACTED] in case no. 03-93-EL-ATA.
9. For the [REDACTED] this Agreement constitutes [REDACTED] contract with a creditworthy CRES to provide firm generation service for its full capacity, energy and transmission requirements through [REDACTED] and satisfies the requirements of the Stipulation and Recommendation in Case No. 03-93-EL-ATA that the [REDACTED]
[REDACTED]
10. Nothing in this Agreement modifies or limits any settlement agreement reached by the Parties or their agents in Case No. 99-1658-EL-ETP.
11. If an order in Case No. 03-93-EL-ATA is issued which is acceptable to CG&E but which renders invalid or ineffective any provision of this Agreement [REDACTED]

[REDACTED]

This Agreement terminates after [REDACTED] or as follows:

A. [REDACTED]

B. [REDACTED]

C. [REDACTED]

[REDACTED]

All notices, demands, and statements to be given hereunder shall be given in writing to the Parties at the addresses appearing herein below and will be effective upon actual receipt:

To Customers:

[REDACTED]

CONFIDENTIAL PROPRIETARY
TRADE SECRET

To Cinergy:

Cinergy
[REDACTED]

or such other address as is provided in writing by the recipient from time to time. Payments shall be made by ACH or wire transfer to the account designated by the payee from time to time.

Cinergy and [REDACTED] shall defend, indemnify, and hold harmless the non-breaching Party from any and all claims by third Parties regarding the enforcement or breach of this Agreement, arising from or in connection with the performance of this Agreement.

This Agreement is for the exclusive benefit of the Parties and may not be assigned without the written consent of the non-assigning Party.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Entered into on this [REDACTED]

On behalf of Cinergy

On Behalf of [REDACTED]

[REDACTED]

Please see documents attached labeled RP6.

1836852v2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONFIDENTIAL PROPRIETARY
TRADE SECRET

Agreement

This agreement is between The Cinergy Retail Sales, LLC (Cinergy), and the [REDACTED] shown on the attached agreement exhibit 1 incorporated by reference into this agreement [REDACTED] effective this [REDACTED]. This Agreement replaces and supersedes the terms and conditions of the Agreement dated [REDACTED] between [REDACTED] and Cinergy. It is the intent of the parties to this agreement to bind Cinergy and [REDACTED] to the terms and conditions set forth herein. The following is the entire agreement between Cinergy and the [REDACTED] it may not be amended except by the written agreement of the parties.

This agreement is binding on the parties regarding the subject matter herein and both the terms and existence of the agreement are to remain confidential among the parties and may be released to non-parties only if ordered by a court or administrative agency of competent jurisdiction. If any issue related to the confidentiality of this agreement comes before a court or administrative agency of competent jurisdiction the party before such court or administrative agency shall use best efforts to immediately notify the other party. The parties shall defend the confidentiality of this agreement. The parties shall not circulate the agreement, or disclose its existence, to any employee, agent, or assignee of the party unless such employee, agent, or assignee has a need to know for the purpose of effectuating the agreement.

CONFIDENTIAL PROPRIETARY
TRADE SECRET

The parties, for good consideration, agree to the following terms and conditions:

1. Beginning [REDACTED] and through [REDACTED] Cinergy will offer to sell retail electric generation service to the [REDACTED] for all their CG&E accounts at a [REDACTED] of The Cincinnati Gas & Electric Company's [REDACTED] approved by the Public Utilities Commission of Ohio (Commission) in case no. 99-1658-EL-ETP [REDACTED] and [REDACTED] competitive retail electric generation service from Cinergy at a [REDACTED] they are receiving from The Cincinnati Gas & Electric Company on December 31, 2004. The [REDACTED] offer indicated above will be an [REDACTED]

2. Cinergy shall [REDACTED]

3. If, prior to [REDACTED] add [REDACTED] in The Cincinnati Gas & Electric Company's [REDACTED]

CONFIDENTIAL PROPRIETARY
TRADE SECRET

- such [REDACTED]
4. Cinergy [REDACTED] upon the issuance of a final appealable order of the Public Utilities Commission of Ohio satisfactory to Cinergy.
5. The [REDACTED]
6. [REDACTED] The Cincinnati Gas & Electric Company may amend its tariffs for dual feed where there is a significant increase in load or for new dual feed consumers pursuant to an application approved by the Public Utilities Commission of Ohio.
7. [REDACTED], may continue to purchase generation service pursuant to such load management riders through [REDACTED]
8. This agreement has no application to The Cincinnati Gas & Electric Company's transmission and distribution rates as approved by the Public Utilities Commission of Ohio. [REDACTED] shall pay the applicable transmission and distribution rates of The Cincinnati Gas & Electric Company as approved by the Commission, and/or if applicable, [REDACTED]
9. The [REDACTED] The Cincinnati Gas & Electric Company [REDACTED]

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TRADE SECRET

[REDACTED] made by The Cincinnati Gas & Electric Company in its application for rehearing, in Case No. 03-93-EL-ATA, and any related litigation.

This agreement terminates after [REDACTED] or upon the occurrence of any of the following:

A.

[REDACTED]

B.

[REDACTED]

C.

[REDACTED]

All notices, demands, and statements to be given hereunder shall be given in writing to the parties at the addresses appearing herein below and will be effective upon actual receipt:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

CONFIDENTIAL PROPRIETARY
TRADE SECRET

or such other address as is provided in writing by the recipient from time to time. Payments shall be made by ACH or wire transfer to the account designated by the payee from time to time.

Cinergy and [REDACTED] shall defend, indemnify, and hold harmless the non-breaching party from any and all claims by third parties including the government regarding the enforcement or breach of this agreement, including but not limited to, property damages, environmental damages, contract damages, fines, or penalties arising from or in connection with the provision or acceptance of competitive retail electric service arising from or in connection with the performance of this agreement.

This agreement is for the exclusive benefit of the parties and may not be assigned without the written consent of the non-assigning party.

This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Entered into on this 8th day of November:

On behalf of Cinergy

On Behalf [REDACTED]

[REDACTED]

CONFIDENTIAL PROPRIETARY
TRADE SECRET

Agreement

This Agreement is between Cinergy Retail Sales, LLC (Cinergy), and

[REDACTED]

[REDACTED]

[REDACTED] (Customers), effective this [REDACTED]

[REDACTED] This Agreement replaces and supersedes the terms and conditions of the Agreement dated [REDACTED] between Customers and Cinergy (Parties). It is the intent of the Parties to this Agreement to bind the Customers and Cinergy to the terms and conditions set forth herein.

This Agreement is binding on the Parties regarding the subject matter herein and is to remain confidential among the Parties and may be released to non-Parties only if ordered by a court or administrative agency of competent jurisdiction. If the issue of this Agreement's confidentiality comes before a court or administrative agency of competent jurisdiction the party before such court or administrative agency shall immediately notify the other party. The Parties shall defend the confidentiality of this Agreement. The Parties shall not circulate the Agreement, or its existence, to any employee, agent, or assignee of the party unless such employee, agent, or assignee has a need to know for the purpose of effectuating the Agreement.

The Parties, for good consideration, agree to the following terms and conditions:

CONFIDENTIAL PROPRIETARY
TRADE SECRET

1. The Parties expect that the Provider of Last Resort (POLR) charge of the Cincinnati Gas & Electric Co. (CG&E) will consist of these components: [REDACTED]

2. The Customers may, individually and on an individual account basis, select one of the following options for competitive retail electric service no later than [REDACTED]

Option A

- A. Beginning no earlier than [REDACTED] and ending [REDACTED] each Customer [REDACTED]

[REDACTED] Case No. 03-93-EL-ATA. Cinergy shall [REDACTED]

[REDACTED] payment made to CG&E

The effect of such [REDACTED]

For any Customer who elects this Option A and has a CRES contract extending [REDACTED] but ending no later than [REDACTED] Cinergy shall [REDACTED]

CONFIDENTIAL PROPRIETARY
TRADE SECRET

Beginning no earlier than [REDACTED] and ending [REDACTED]

[REDACTED] facilities may purchase competitive retail electric service from a Cinergy affiliated CRES [REDACTED]

[REDACTED] Cinergy shall [REDACTED]

Under this Option A, Cinergy may [REDACTED]

Option B

B. Each Customer may accept CG&E's market based standard service offer price, including the price to compare and POLR charges approved by the Commission in Case No. 03-93-EL-ATA and retain the right through [REDACTED] to switch to a CRES under the terms and conditions of the Commission's Order. During any time between [REDACTED] and [REDACTED]

Customers choosing Option B [REDACTED]

3. Under both Option A and Option B, this Agreement constitutes Customers' contract with a credit worthy CRES to provide firm generation service for their full capacity, energy and transmission requirements from [REDACTED] through [REDACTED] and satisfies to the maximum extent [REDACTED]

CONFIDENTIAL PROPRIETARY
TRADE SECRET

possible the requirements of Case No. 03-93-EL-ATA that the
[REDACTED]

4. If, prior to [REDACTED] any of the Customers add additional load or accounts in The Cincinnati Gas & Electric Company's certified territory which exceeds a Customer's combined (all accounts) maximum demand as of [REDACTED]
[REDACTED]
[REDACTED]

5. This agreement has no application to The Cincinnati Gas & Electric Company's transmission and distribution rates as approved by the Public Utilities Commission of Ohio. Customers shall pay the applicable transmission and distribution rates of The Cincinnati Gas & Electric Company as approved by the Commission, and/or if applicable, [REDACTED]
[REDACTED]

6. Cinergy will comply with all regulatory requirements necessary to be certified as a competitive retail electric service provider to offer competitive retail electric service to Customers as required by paragraph one (1) of this Agreement.

7. In the Cincinnati Gas & Electric Company's next distribution base rate case that results in a change in the Customers' rates, CG&E will file a cost of service study reflecting actual cost of service for all rate classes.
[REDACTED]

all legal rights in The Cincinnati Gas & Electric Company's next distribution base rate case, including but not limited to, rights to litigate and settle the case. The filing of the cost of service does not in any way constitute a guarantee regarding the outcome of the case. The Cincinnati Gas & Electric Company
[REDACTED]

8. [REDACTED]
[REDACTED]

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TRADE SECRET

[REDACTED]

9. If a Customer had shopped for competitive generation and is subject to a minimum stay with CG&E that extends beyond January 1, 2005, [REDACTED]

[REDACTED]

10. Nothing in this Agreement modifies or limits any settlement agreement reached by the Parties or their agents in Case No. 99-1658-EL-ETP.

11.

[REDACTED]

12. If an order in Case No. 03-93-EL-ATA is issued which is acceptable to CG&E [REDACTED]

[REDACTED]

This Agreement terminates after [REDACTED] or as follows:

A.

[REDACTED]

B.

[REDACTED]

CONFIDENTIAL PROPRIETARY
TRADE SECRET

[REDACTED]

C. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

All notices, demands, and statements to be given hereunder shall be given in writing to the Parties at the addresses appearing herein below and will be effective upon actual receipt:

To Customers:

[REDACTED]

To Cinergy:

[REDACTED]

or such other address as is provided in writing by the recipient from time to time. Payments shall be made in a commercially practicable manner such as by check, ACH or wire transfer to the account designated by the payee from time to time.

CONFIDENTIAL PROPRIETARY
TRADE SECRET

Cinergy and the Customers shall defend, indemnify, and hold harmless the non-breaching party from any and all claims by third Parties regarding the enforcement or breach of this Agreement arising from or in connection with the performance of this Agreement.

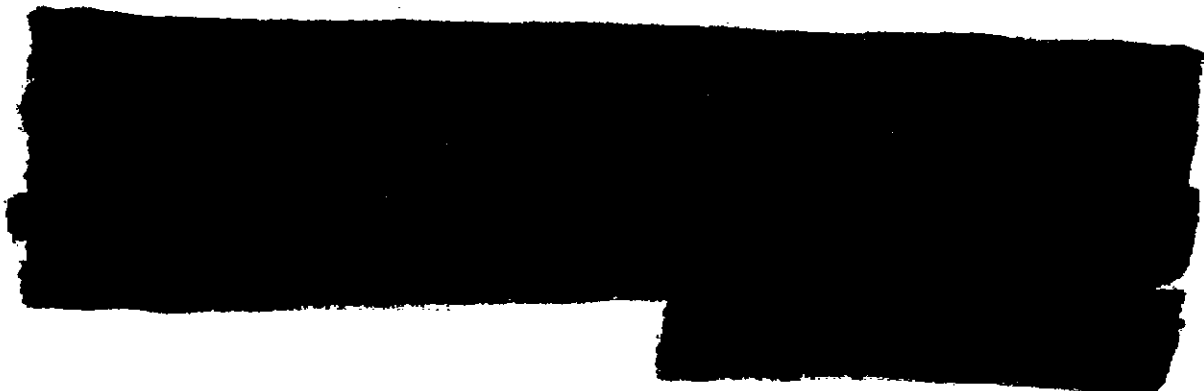
This Agreement is for the exclusive benefit of the Parties and may not be assigned without the written consent of the non-assigning party.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Entered into on this 

On behalf of Cinergy

On Behalf of the Customers



CONFIDENTIAL PROPRIETARY
TRADE SECRET

Agreement

This agreement is between Cinergy Corp. (Cinergy), through its agent Cinergy Retail Sales, LLC (CRS), and the [REDACTED]

[REDACTED] (Customers), effective this [REDACTED]. This Agreement replaces and supersedes the terms and conditions of the Agreement dated [REDACTED] between [REDACTED] and Cinergy. As to [REDACTED]

[REDACTED] It is the intent of the parties to this agreement to bind the Customers to the terms and conditions set forth herein. The following is the entire agreement between CRS and [REDACTED] (Parties); it may not be amended except by the written agreement of the parties.

This agreement is binding on the Parties regarding the subject matter herein and is to remain confidential among the Parties and may be released to non-parties only if ordered by a court or administrative agency of competent jurisdiction. If the issue of this agreement's confidentiality comes before a court or administrative agency of competent jurisdiction the party before such court or administrative agency shall immediately notify the other party. The Parties shall defend the confidentiality of this agreement. The Parties shall not circulate the agreement, or its existence, to any employee, agent, or assignee of the party unless such employee, agent, or assignee has a need to know for

(C16910)

CONFIDENTIAL PROPRIETARY
TRADE SECRET

the purpose of effectuating the agreement. For purposes of this paragraph, the term Parties includes the Customers.

The Parties, for good consideration, agree to the following terms and conditions:

1. Beginning

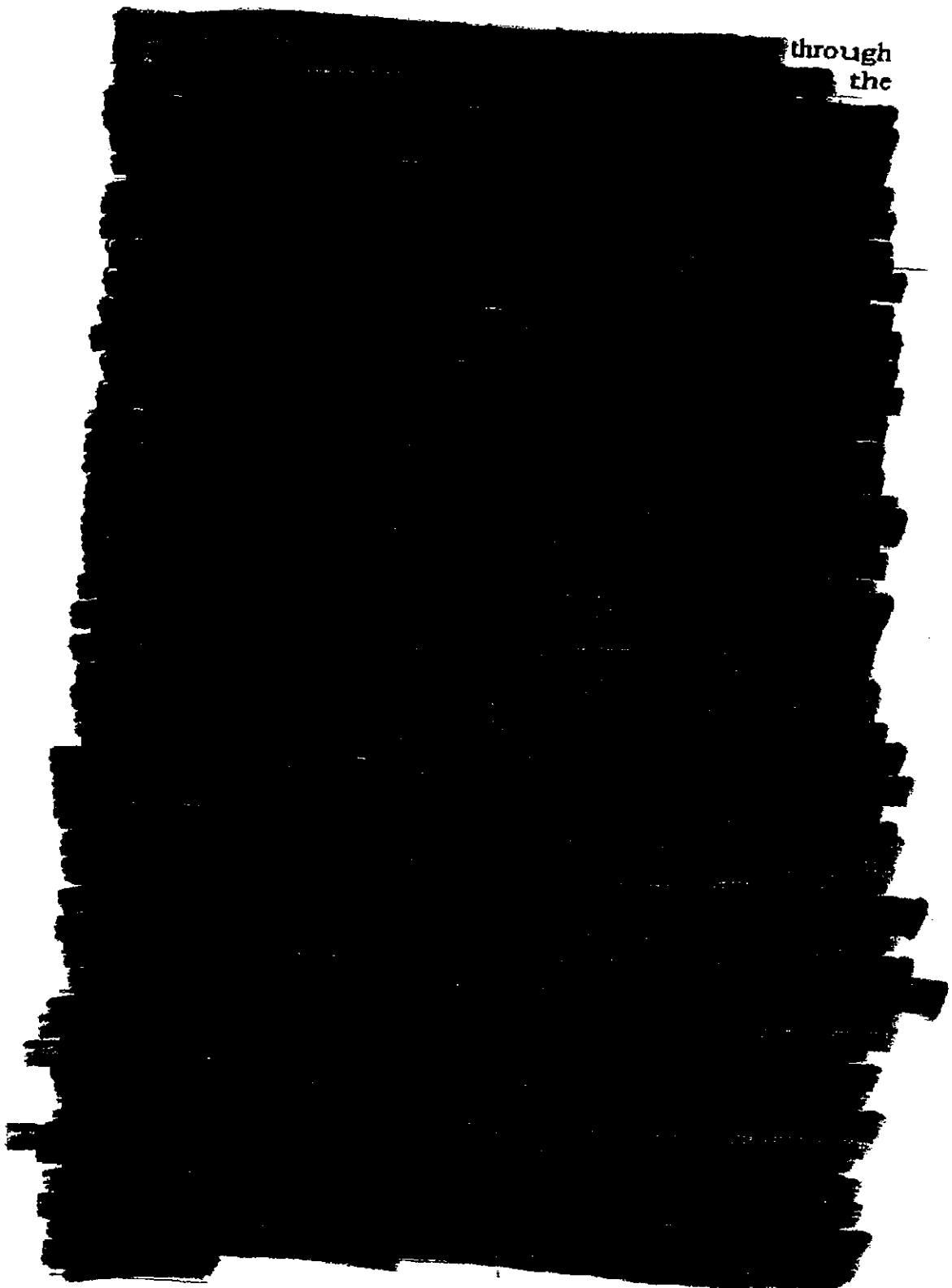
[REDACTED]

Any accounts of each Customer presently receiving competitive retail electric service from a non-Cinergy affiliated competitive retail electric service

[REDACTED]

[REDACTED]

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TRADE SECRET



through
the

(C16910)

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TRADE SECRET

2. If, [REDACTED] the Customers add additional load or accounts in The Cincinnati Gas & Electric Company's certified territory which exceeds the Customer's combined (all accounts) maximum demand as of [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

3. Customers purchasing competitive retail electric service from a non-Cinergy affiliated competitive retail electric service provider shall be deemed to have provided, through this agreement, such written notice as may be required prior to the end of such purchase contract [REDACTED]
- [REDACTED]

4. [REDACTED]

[REDACTED]

5. This agreement has no application to The Cincinnati Gas & Electric Company's transmission and distribution rates as approved by the Public Utilities Commission of Ohio. Customers shall pay the applicable transmission and distribution rates of The Cincinnati Gas & Electric Company as approved by the Commission, and/or if applicable, [REDACTED]
- [REDACTED]

Customers, or their appointed representative, retain all rights to participate in Commission and Federal Energy Regulatory Commission proceedings that may affect the rates, terms, or conditions of distribution and transmission service.

6. [REDACTED]

[REDACTED]

[REDACTED]

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TRADE SECRET

7. Cinergy [REDACTED]

8. [REDACTED]

This agreement terminates after [REDACTED] or as follows:

A. [REDACTED]

B. [REDACTED]

C. [REDACTED]

[REDACTED]

CONFIDENTIAL PROPRIETARY
TRADE SECRET

[REDACTED]

All notices, demands, and statements to be given hereunder shall be given in writing to the parties at the addresses appearing herein below and will be effective upon actual receipt.

To Customers:

[REDACTED]

To Cinergy:

Cinergy

[REDACTED]

or such other address as is provided in writing by the recipient from time to time. Payments shall be made by ACH or wire transfer to the account designated by the payee from time to time.

Cinergy and the Customers shall defend, indemnify, and hold harmless the non-breaching party from any and all claims by third parties including the government regarding the enforcement or breach of this agreement, including but not limited to, property damages, environmental damages, contract damages, fines, or penalties arising from or in connection with the provision or acceptance of competitive retail electric service arising from or in connection with the performance of this agreement.

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TRADE SECRET

This agreement is for the exclusive benefit of the Parties and shall apply to successors and assigns of the affected Customers as well as Cinergy provided, as to the Customers, they continue to display substantially similar use and usage characteristics as those that presently exist. The Parties shall not assign their rights or obligations under this agreement without the written consent of the non-assigning party and such written consent shall not be unreasonably withheld.

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Entered into on this 5th day of November:

On behalf of Cinergy

On Behalf of the Customers

CONFIDENTIAL PROPRIETARY
TRADE SECRET

Agreement

This agreement is between Cinergy Corp. (Cinergy), and the [REDACTED]
[REDACTED] It is the intent of
the parties to this agreement to bind Cinergy and [REDACTED] the terms
and conditions set forth herein. This Agreement replaces and supersedes
the terms and conditions of the Agreement [REDACTED] between
[REDACTED] and Cinergy. The following is the entire agreement between
Cinergy and [REDACTED] (parties); it may not be amended except by the
written agreement of the parties.

This agreement is binding on the parties regarding the subject
matter herein and both the terms and existence of the agreement are to
remain confidential among the parties and may be released to non-
parties only if ordered by a court or administrative agency of competent
jurisdiction. If any issue related to the confidentiality of this agreement
comes before a court or administrative agency of competent jurisdiction
the party before such court or administrative agency shall use best
efforts to immediately notify the other party. The parties shall defend the
confidentiality of this agreement. The parties shall not circulate the
agreement, or disclose its existence, to any employee, agent, or assignee
of the party unless such employee, agent, or assignee has a need to know
for the purpose of effectuating the agreement.

The parties, for good consideration, agree to the following terms
and conditions:

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TRADE SECRET

1. [REDACTED] through [REDACTED] [REDACTED] requirements generation service pursuant to its current tariff and pursuant to the Electric Reliability and Rate Stabilization Plan approved by the Public Utilities Commission of Ohio (Commission).

2. Cinergy shall [REDACTED]

3. If, prior to [REDACTED] adds [REDACTED] in The Cincinnati Gas & Electric Company's certified territory [REDACTED]

4. This agreement has no application to The Cincinnati Gas & Electric Company's transmission and distribution rates as approved by the Commission.

5. [REDACTED]

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TRADE SECRET

6. [REDACTED] The Cincinnati Gas & Electric Company's transmission and distribution rates as approved by the Commission.

This agreement terminates after [REDACTED] or upon the occurrence of any of the following:

A.

[REDACTED]

B.

[REDACTED]

C.

[REDACTED]

D.

[REDACTED]

All notices, demands, and statements to be given hereunder shall be given in writing to the parties at the addresses appearing herein below and will be effective upon actual receipt:

CONFIDENTIAL PROPRIETARY
TRADE SECRET

To [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

To Cinergy:

Cinergy

[REDACTED]
[REDACTED]
[REDACTED]

or such other address as is provided in writing by the recipient from time to time. Payments shall be made by ACH or wire transfer to the account designated by the payee from time to time.

Cinergy and [REDACTED] shall defend, indemnify, and hold harmless the non-breaching party from any and all claims by third parties including the government regarding the enforcement or breach of this agreement, including but not limited to, property damages, environmental damages, contract damages, fines, or penalties arising from or in connection with the provision or acceptance of competitive retail electric service arising from or in connection with the performance of this agreement.

This agreement is for the exclusive benefit of the Parties and shall apply to successors and assigns of [REDACTED] as well as Cinergy provided, as to [REDACTED] that it continues to display substantially similar load and usage characteristics as those that presently exist. The Parties shall not assign their rights or obligations under this agreement without the written consent of the non-assigning party and such written consent

CONFIDENTIAL PROPRIETARY
TRADE SECRET

Agreement

WHEREAS, on [REDACTED] a Confirmation Letter Agreement for a transaction under the Cinergy Operating Companies market-based power sales tariff was entered into between [REDACTED] [REDACTED] the Cinergy Operating Companies to supply firm energy to fulfill the retail power requirements of certain of the [REDACTED] [REDACTED] located in the service territory of The Cincinnati Gas & Electric Company [REDACTED]

WHEREAS, on [REDACTED] a Performance Assurance Agreement was entered into between [REDACTED] and Cinergy Services, Inc. whereby certain performance assurances were provided by [REDACTED] and [REDACTED] to Cinergy Services, Inc.;

WHEREAS, on [REDACTED] a Confirmation Letter Agreement for a transaction under the Cinergy Operating Companies market-based power sales tariff was entered into between [REDACTED] and the Cinergy Operating Companies to supply firm energy to fulfill the retail power requirements of the [REDACTED] [REDACTED]

WHEREAS, the Performance Assurance Agreement was amended effective [REDACTED]

WHEREAS, the competitive retail electric market in Ohio has not developed as envisioned when the Electric Transition Plan of The

CONFIDENTIAL PROPRIETARY
TRADE SECRET

Cincinnati Gas & Electric Company ("CG&E") in Case No. 99-1658-EL-ETP was approved by the PUCO;

WHEREAS, on January 26, 2004, CG&E filed an Electric Reliability and Rate Stabilization Plan at the request of the Commission in order to further the transition to a competitive market;

WHEREAS, the power sales agreements by the Cinergy Operating Companies for ultimate sale to [REDACTED] provided for firm power, and to permit [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

This Agreement is between Cinergy Retail Sales, LLC ("Cinergy"), and [REDACTED] effective this [REDACTED]

[REDACTED] This Agreement replaces and supersedes the terms and conditions of the Agreement dated [REDACTED] Cinergy (Parties). It is the intent of the Parties to this Agreement to bind Cinergy and [REDACTED] the terms and conditions set forth herein. The following Agreement may not be amended except by the written Agreement of the Parties.

This Agreement is binding on the Parties regarding the subject matter herein and is to remain confidential among the Parties and may be released to non-Parties only if ordered by a court or administrative agency of competent jurisdiction. If the issue of this Agreement's

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TRADE SECRET

confidentiality comes before a court or administrative agency of competent jurisdiction the Party before such court or administrative agency shall immediately notify the other Party. The Parties shall defend the confidentiality of this Agreement. The Parties shall not circulate the Agreement, or its existence, to any employee, agent, or assignee of the Party unless such employee, agent, or assignee has a need to know for the purpose of effectuating the Agreement.

The Parties, for good consideration, agree to the following terms and conditions:

1. Effective [REDACTED]
[REDACTED] shall continue to purchase competitive retail electric service from [REDACTED]

2. Beginning [REDACTED]
Cinergy or any affiliate thereof shall continue to be the wholesale power supplier to [REDACTED]

[REDACTED] It is anticipated that [REDACTED] will [REDACTED]

including a Cinergy affiliate, and wholesale firm power will be provided by Cinergy at the [REDACTED]

3. Effective

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TRADE SECRET

4. [REDACTED]
5. CG&E's POLR charge is expected to consist of these components: 1) RSC; 2) AAC; 3) IMF; and 4) System Reliability Tracker (SRT).
6. The [REDACTED]
7. If, prior [REDACTED] adds additional load or accounts in The Cincinnati Gas & Electric Company's certified territory which [REDACTED]
8. This agreement has no application to CG&E's transmission and distribution rates as approved by the PUCO. [REDACTED] the applicable transmission and distribution rates of CG&E as approved by the Commission, and/or if applicable, [REDACTED]
9. Cinergy or any affiliate thereof will comply with all regulatory requirements necessary [REDACTED]
10. [REDACTED]
11. This [REDACTED]

CONFIDENTIAL PROPRIETARY
TRADE SECRET

[REDACTED]

12. Nothing in this Agreement modifies or limits any settlement agreement reached by the Parties or their agents in Case No. 99-1658-EL-ETP.
13. If an order in Case No. 03-93-EL-ATA is issued which is acceptable to CG&E but which renders [REDACTED]

This Agreement terminates after [REDACTED] or as follows:

A. [REDACTED]

B. [REDACTED]

C. [REDACTED]

[REDACTED]

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TRADE SECRET

[REDACTED]
[REDACTED]

All notices, demands, and statements to be given hereunder shall be given in writing to the Parties at the addresses appearing herein below and will be effective upon actual receipt:

To Customers:

[REDACTED]
[REDACTED]

To Cinergy:

Cinergy

[REDACTED]
[REDACTED]

or such other address as is provided in writing by the recipient from time to time. Payments shall be made in a commercially practicable manner such as by check, ACH or wire transfer to the account designated by the payee from time to time.

Cinergy and [REDACTED] defend, indemnify, and hold harmless the non-breaching Party from any and all claims by third Parties regarding the enforcement or breach of this Agreement, arising from or in connection with the performance of this Agreement.

This Agreement is for the exclusive benefit of the Parties and may not be assigned without the written consent of the non-assigning Party.

This Agreement shall be governed by and construed in accordance

CONFIDENTIAL PROPRIETARY
TRADE SECRET

with the laws of the State of Ohio.

Entered into on this [REDACTED]

On behalf of Cinergy

On Behalf of [REDACTED]

[REDACTED]

Documents attached, labeled RP5, are those documents that are not protected by attorney client privilege. Attorney client privileged documents are not provided.

RP6 Please provide copies of all documents for the period beginning January 1, 2003 onward, (see definition of "documents" above, which includes e-mails) transmitted by DE-Ohio or its affiliates to, or received from, OHA hat contain references to the RTC, FPP, RSC, AAC, IMF, SRT charges or the Insufficient Return Notice Fee.

Please see documents attached labeled RP6.

Respectfully submitted on behalf of

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Agreement

This agreement is between The Cinergy Retail Sales, LLC (Cinergy), and the hospitals shown on the attached agreement exhibit 1. incorporated by reference into this agreement [REDACTED] effective this [REDACTED]

[REDACTED] This Agreement replaces and supersedes the terms and conditions of the Agreement dated [REDACTED] between [REDACTED] and Cinergy. It is the intent of the parties to this agreement to [REDACTED]

bind Cinergy and the [REDACTED] to the terms and conditions set forth herein. The following is the entire agreement between Cinergy and the [REDACTED] it may not be amended except by the written agreement of the parties.

This agreement is binding on the parties regarding the subject matter herein and both the terms and existence of the agreement are to remain confidential among the parties and may be released to non-parties only if ordered by a court or administrative agency of competent jurisdiction. If any issue related to the confidentiality of this agreement comes before a court or administrative agency of competent jurisdiction the party before such court or administrative agency shall use best efforts to immediately notify the other party. The parties shall defend the confidentiality of this agreement. The parties shall not circulate the agreement, or disclose its existence, to any employee, agent, or assignee of the party unless such employee, agent, or assignee has a need to know for the purpose of effectuating the agreement.

and conditions:

- Beginning [REDACTED]
Cinergy will offer to sell retail electric generation service to the

The return electric generation offer indicated above will be an

- Cinergy**

Deleted: size

- If, prior to [REDACTED] add additional load or accounts in The Cincinnati Gas & Electric Company's certified territory, [REDACTED]

4. [REDACTED]

- charges and provider of last resort charges [REDACTED]

6. [REDACTED]

- management riders through [REDACTED]

- approved by the Public Utilities Commission of Ohio.

9. The [REDACTED]

This agreement terminates after [REDACTED] or upon the occurrence of any of the following:

A. [REDACTED]

B. [REDACTED]

C. [REDACTED]

All notices, demands, and statements to be given hereunder shall be given in writing to the parties at the addresses appearing herein below and will be effective upon actual receipt:

To the [REDACTED]

To Cinergy:

Cinergy
[REDACTED]

or such other address as is provided in writing by the recipient from time

to time. Payments shall be made by ACH or wire transfer to the account designated by the payee from time to time.

Cinergy and [REDACTED] defend, indemnify, and hold harmless the non-breaching party from any and all claims by third parties including the government regarding the enforcement or breach of this agreement, including but not limited to, property damages, environmental damages, contract damages, fines, or penalties arising from or in connection with the provision or acceptance of competitive retail electric service arising from or in connection with the performance of this agreement.

This agreement is for the exclusive benefit of the parties and may not be assigned without the written consent of the non-assigning party.

This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Entered into on this [REDACTED]

On behalf of Cinergy

On Behalf of the [REDACTED]

[REDACTED]

(Mail to Accounts Payable - EM860)

VOUCHER

Paying Company: (Circle One)

CG&E
ULH&PPSI Energy
Energy Corp.

Energy Services
Other

VENDOR ADDRESS AND IDENTIFICATION (Required)

CONFIDENTIAL PROPRIETARY
TRADE SECRET

Taxpayer I.D. Number
(Service/Rental Payments Only)

On 45202
State Zip Code

PAYMENT DISTRIBUTION (Required)[illegible]**TOTAL**

Prepared GERU AYERS

Employee No. 17549

Telephone No. 267-2302

Approved

VICE PRESIDENT, RATES
The

Date 10/13/05

SPECIAL HANDLING INSTRUCTIONS (Optional)

WHEN CHECK IS NEEDED

SPECIAL INSTRUCTIONS

DATE _____

14 Oct 66

28 April 06

☐ CERTIFIED
☐ ATTACHMENT TO FORWARD

<input checked="" type="checkbox"/>	SEPARATE CHECK
<input type="checkbox"/>	OTHER

FORWARDING OF CHECK - OTHER THAN U.S. MAIL

PAYMENT REFERENCE NUMBER
VIA INTER CO. MAIL TO
WHEN AVAILABLE, PLEASE CALL

GERRI AYERS

MAIL DROP _____
EXTENSION 287-3302

CONFIDENTIAL

CINERGY.**INVOICE**Invoice:
Invoice Date:
Page:10100256
4/26/2005
1 of 1

Bill to:

Customer No:
PO / Contract No:
Payment Terms:
Due Date:Net 45
6/9/2005

Amount Due:

For billing questions, please call

Line Date of Charge Description

Net Amount

1

Amount Due:

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↓ Please detach and return with your payment. Please indicate invoice number on check. ↓

Payment CouponPlease make check payable to:

Cinergy Corp.

P.O. Box 1771

Cincinnati, Ohio 45201-1771

Invoice Number:

Please Pay By:

06/09/2005

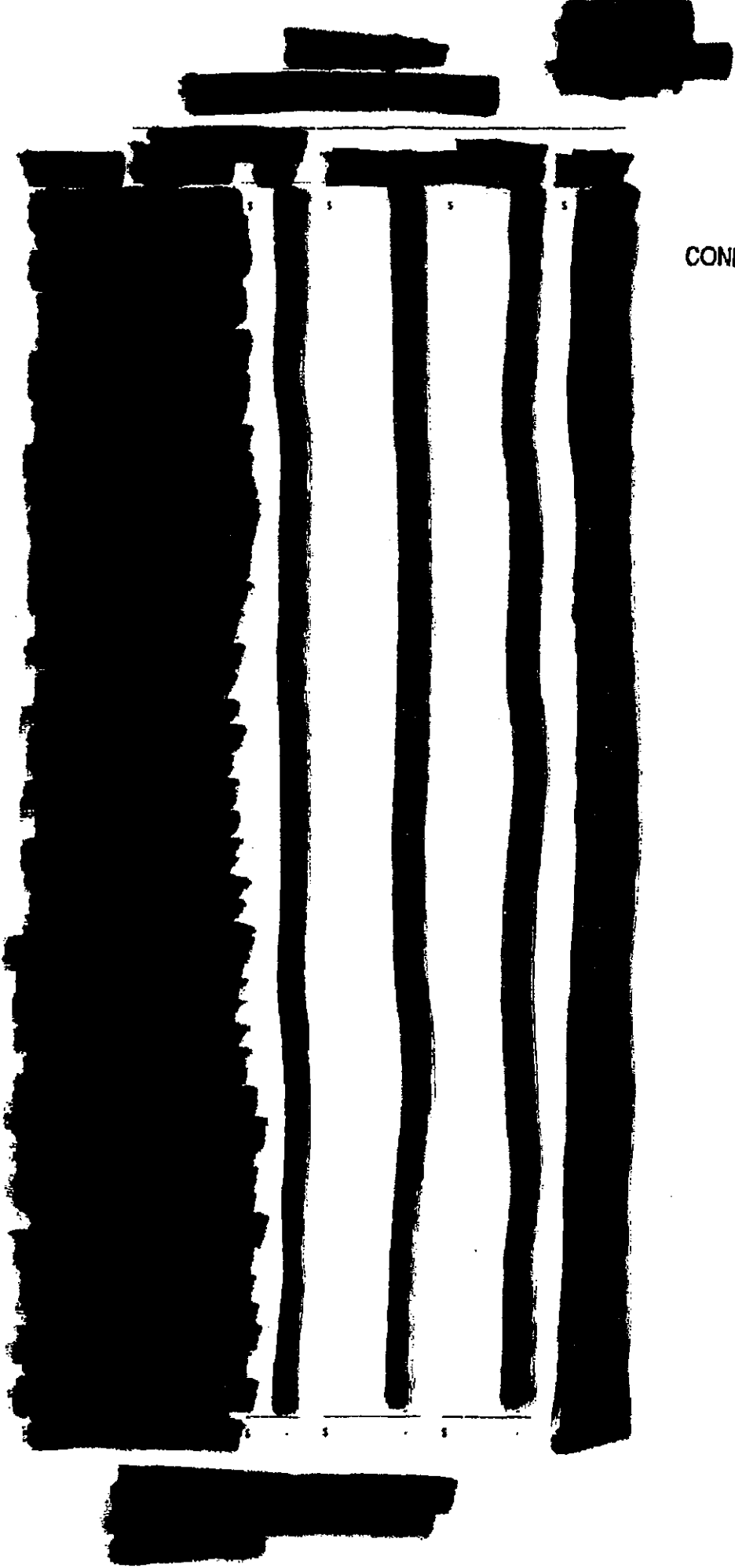
Customer Number:

Total Amount Due:

Amount Enclosed

CINERGY.

1159



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Ohio Consumers' Counsel
First Set Interrogatories
Duke Energy Retail Sales, LLC
Case No. 03-93-EL-ATA
Following Remand
Date Received: February 22, 2007
Response Due: March 5, 2007

OCC-INT-01-RI51

REQUEST:

Referring to the [REDACTED] Agreements between
Cinergy Retail Sales, LLC and [REDACTED] stamped "1181 through 1195"):

a. [REDACTED]

b. For [REDACTED]

c. [REDACTED]

d. [REDACTED]

RESPONSE:

Objection. This question is not calculated to lead to the discovery of evidence relevant to these cases.

a. N/A

b. Payments were made [REDACTED]

c. N/A

d. The [REDACTED]

WITNESS RESPONSIBLE: N/A

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OPTION AGREEMENT

BY AND BETWEEN

CINERGY RETAIL SALES, LLC

AND

[REDACTED]

This Option Agreement (the "Agreement") is entered into as of this [REDACTED]
(the "Effective Date") by and between Cinergy Retail Sales, LLC ("CRS") a Delaware limited
liability company, [REDACTED]
[REDACTED]

RECITALS

WHEREAS, [REDACTED]
purchases electric power service from The Cincinnati Gas & Electric Company (CG&E) on
metered accounts listed on Exhibit C.

WHEREAS, CRS has been certified by the Public Utilities Commission of Ohio as a Certified
Retail Electric Supplier ("CRES") and has the authority to engage in the sale of electrical power at
retail;

WHEREAS, CRS and [REDACTED]

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the
Parties agree as follows:

ARTICLE I
DEFINITIONS

The following definitions and any terms defined in this Agreement shall apply
hereunder.

"Affiliate" means, with respect to any person, any other person (other than an individual) that,
directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under
common control with, such person. For this purpose, "control" means the direct or indirect

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04-016280



Document Code

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ownership of ten (10) percent or more.

"Base Contract Price" means the price in \$US as set forth in Exhibit B to [REDACTED] CRS for the purchase of Generation and Transmission service under this Agreement.

"Business Day" means a day on which Federal Reserve member banks in Ohio are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. eastern prevailing time, unless otherwise agreed to by the Parties in writing.

"Maximum Demand" means [REDACTED]

"Capacity" has the meaning set forth in any Transmission Provider's tariff or MISO's transmission tariff, as amended from time to time, or as defined in any transmission tariff of a successor to MISO.

"Defaulting Party" shall have the meaning specified in Section 6.1.

"Energy" means electric energy of the character commonly known as three-phase, sixty hertz electric energy that is delivered at the nominal voltage of the Delivery Point, expressed in megawatt hours (MWh).

"Event of Default" shall have the meaning specified in Section 6.1.

"FERC" means the Federal Energy Regulatory Commission or any successor agency thereto.

"Firm" means that the only excuse for the failure to deliver Energy by CRS or the failure to receive [REDACTED]

"Full Requirements Energy" means, except as provided herein, [REDACTED]

"Interest Rate" means, for any date the lesser of (a) two (2) percent over the per annum rate of interest equal to the prime lending rate ("Prime Rate") as may be published from time to time in the Federal Reserve Statistical Release H. 15; or (b) the maximum lawful interest rate.

"MW" means megawatt.

"Term" shall have the meaning specified in Article 4.1.

"Transmission Providers" means the entity or entities transmitting or transporting the Energy on behalf of CRS of [REDACTED]

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ARTICLE II
OPTION

- 2.1 [REDACTED] currently purchases its generation electric service from The Cincinnati Gas & Electric Company ("CG&E") pursuant to the applicable tariffs or will provide notice by [REDACTED] that it will purchase generation electric service from CG&E starting no later than [REDACTED] accordance with applicable CG&E tariff requirements.
- [REDACTED]

2.2 [REDACTED]

2.3 [REDACTED]

2.4 [REDACTED]

2.5 [REDACTED]

ARTICLE III
CRS POWER CONTRACT TERMS

- 3.1 In the event [REDACTED]
- [REDACTED]

- a. Energy Quantity and Type. [REDACTED]
- b. Transmission Service and Charges. Transmission service will be provided in accordance with the open access transmission tariff of the Midwest Independent Transmission System Operator, Inc. or CG&E (or an affiliate on its behalf), whichever is applicable, as filed with the FERC and as it may be amended, from time to time, or any successor tariff.
- c. Base Contract Price. The Base Contract Price is set forth in Exhibit B.
- d. Change to Prices. As a retail sale, the power sale agreement is not subject to the jurisdiction of the FERC; nor shall either Party seek to have the FERC assert jurisdiction over the Agreement. However, to the extent that either the FERC or the Public Utilities Commission of Ohio asserts jurisdiction over the Agreement, the Parties agree that the Contract Price specified above is just and reasonable and consistent with the public interest. [REDACTED]
- e. Term. The term of the power sale agreement shall be through [REDACTED]
- f. Credit. The power sale agreement will have terms and conditions as similar as possible to CG&E's existing unbundled tariffs. CRS will not require surety bonds, deposits or other corporate guarantees.
- g. Adjusted Base Contract Price. [REDACTED]

ARTICLE IV
TERM OF AGREEMENT

- 4.1 Agreement Term and Effective Date. This Agreement shall become effective upon execution by the Parties. This Agreement shall [REDACTED]

[REDACTED], unless terminated earlier in accordance with the terms of this Agreement ("Term").

4.2 Agreement Termination. [REDACTED]

- 4.3 After Termination. The applicable provisions of this Agreement shall continue in effect after termination thereof to the extent necessary to provide for final billing, billing adjustments and payments.

ARTICLE V
BILLING

5.1 Payment. [REDACTED]

ARTICLE VI
DEFAULTS AND REMEDIES

- 6.1 Events of Default. An "Event of Default" shall mean, with respect to a Party ("Defaulting Party"), the occurrence of any of the following:
- 6.1.1 any representation or warranty made by the Defaulting Party herein shall at any time prove to be false or misleading in any respect material to this Agreement;
 - 6.1.2 the failure of the Defaulting Party to materially perform any covenant set forth in this Agreement (except to the extent constituting a separate Event of Default,) and such failure is not cured within five (5) Business Days after written notice thereof to the Defaulting Party;
 - 6.1.3 the Defaulting Party consolidates or amalgamates with, merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or

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transferee entity fails to assume all of the obligations of such Party under this Agreement;

6.1.4 the failure to make when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given by the other Party; or

6.1.5 the Defaulting Party (i) files a petition or otherwise commences or acquiesces in a proceeding under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is unable to pay its debts as they fall due.

6.2 Remedies upon an Event of Default. Upon the occurrence (and continuation beyond the applicable cure period) of an Event of Default with respect to a Defaulting Party,

ARTICLE VII
DUTY TO MITIGATE

7.1 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

ARTICLE VIII
GOVERNING LAW - DISPUTE RESOLUTION

8.1 Governing Law and Jurisdiction. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of Ohio.

8.2 Dispute Resolution. Any claim, controversy or dispute arising out of or relating to this Agreement, or the breach thereof, shall be resolved fully and finally by binding arbitration under the Commercial Rules, but not the administration, of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this Agreement shall control. This arbitration provision shall not limit the

right of either Party prior to or during any such dispute to seek, use, and employ ancillary, or preliminary or permanent rights and/or remedies, judicial or otherwise, for the purposes maintaining the status quo until such time as the arbitration award is rendered or the dispute is otherwise resolved. The arbitration shall be conducted in Cincinnati, Ohio and the laws of Ohio shall govern the construction and interpretation of this Agreement, except to provisions related to conflict of laws. Within ten (10) Business Days of service of a Demand for Arbitration, the parties may agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon, a panel of three arbitrators shall be named. One arbitrator shall be selected by CRS and one shall be selected by [REDACTED]. A knowledgeable, disinterested and impartial arbitrator shall be selected by the two arbitrators so appointed by the parties. If the arbitrators appointed by the parties cannot agree upon the third arbitrator within ten (10) Business Days, then either Party may apply to any judge in any court of competent jurisdiction for appointment of the third arbitrator. There shall be no discovery during the arbitration other than the exchange of information that is provided to the arbitrator(s) by the Parties. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages, and shall not have the authority to award punitive damages or other non-compensatory damages. The decision of the arbitrator(s) shall be rendered within ninety (90) Business Days after the date of the selection of the arbitrator(s) or within such period as the Parties may otherwise agree. Each Party shall be responsible for the fees, expenses and costs incurred by the arbitrator appointed by each Party, and the fees, expenses and costs of the third arbitrator (or single arbitrator) shall be borne equally by the Parties. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any Party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon.

Notwithstanding the foregoing, the Parties may cancel or terminate this Agreement in accordance with its terms and conditions without being required to follow the procedures set forth in this Article.

ARTICLE IX MISCELLANEOUS

- 9.1 Representations and Warranties. On the Effective Date and on the date of entering into this Agreement, each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in each jurisdiction; (b) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and any other documentation relating to this Agreement; (c) the execution, delivery and performance of this Agreement and any other documentation relating to this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or similar provision applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in

accordance with its terms; (e) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; (f) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligation under this Agreement or any other document relating to this Agreement; (g) no Event of Default or event which, with the giving of notice or lapse of time, or both, would constitute an Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any other document relating to this Agreement or any Transaction; and (h) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether such Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding and understands and accepts, the terms, conditions and risks of this Agreement.

9.2 Assignment. This Agreement shall be assignable by CRS [REDACTED] provided such assignment is to any other direct or indirect subsidiary of Cinergy Corp. provided that such direct or indirect subsidiary has an equivalent or higher credit rating than CRS. Any other assignment by either Party of this Agreement or any rights or obligation hereunder shall be made only with the written consent of the other Party, which consent shall not be unreasonably withheld.

9.3 Notices. All notices, requests, statements or payments shall be made as specified below. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by regular mail shall be deemed to have been received three (3) Business Days after it has been sent. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close of normal business hours, in which case it shall be deemed to have been received at the close of the next Business Day). Notice by overnight or courier shall be deemed to have been received two (2) Business Days after it has been sent. A Party may change its addresses by providing notice of the same in accordance with this Section 9.3.

To CRS:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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- [REDACTED]
- 9.4 General. This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. No amendment or modification to this Agreement shall be enforceable unless set forth in writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement. The headings used herein are for convenience and reference purposes only. All indemnity and audit rights contained herein shall survive the termination or expiration of this Agreement for three (3) years.
- 9.5 Confidentiality. Neither Party shall disclose the terms or conditions of this Agreement to a third party (other than the Party's employees, Affiliates, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable to such Party; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.
- 9.6 Counterparts. This Agreement may be separately executed in counterparts each of which when so executed shall be deemed to constitute one and the same Agreement.
- 9.7 This Agreement supersedes and replaces the agreement between [REDACTED] [REDACTED]. During the term of this Agreement, it supersedes and replaces any other agreements between the Parties or their affiliates related to PUCO Case No. 99-1658-EL-ETP. Upon the termination of this Agreement, any other settlement agreements between the Parties or their affiliates related to PUCO Case No. 99-1658-EL-ETP shall be in full force and effect according to their original terms.

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The Parties have caused this Agreement to be executed by their duly authorized representatives in multiple counterparts as of the Effective Date.

CINERGY RETAIL SALES, LLC

FORM APPROVED
Joeb
ATTORNEY

Exhibit A:

Customer Group:

[REDACTED]

508388

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EXHIBIT B:

Customer Group:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

508388

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EXHIBIT B:

Customer Group:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Exhibit C:

Customer Group: [REDACTED]
[REDACTED]

This agreement pertains [REDACTED]
[REDACTED]

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OPTION AGREEMENT

BY AND BETWEEN

CINERGY RETAIL SALES, LLC

AND

[REDACTED]
[REDACTED]
This Option Agreement (the "Agreement") is entered into as of this [REDACTED]
(the "Effective Date") by and between Cinergy Retail Sales, LLC ("CRS") a Delaware limited
liability company, and [REDACTED]
[REDACTED]
[REDACTED]

RECITALS

WHEREAS, [REDACTED]
electric power service from The Cincinnati Gas & Electric Company (CG&E) on metered
accounts listed on Exhibit C.

WHEREAS, CRS has been certified by the Public Utilities Commission of Ohio as a Certified
Retail Electric Supplier ("CRES") and has the authority to engage in the sale of electrical power at
retail;

WHEREAS, CRS and [REDACTED]

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the
Parties agree as follows:

**ARTICLE I
DEFINITIONS**

The following definitions and any terms defined in this Agreement shall apply
hereunder.

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[REDACTED]

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"Affiliate" means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, "control" means the direct or indirect ownership of ten (10) percent or more.

"Base Contract Price" means the price in \$US as set forth in Exhibit B to [REDACTED] for the purchase of Generation and Transmission service under this Agreement.

"Business Day" means a day on which Federal Reserve member banks in Ohio are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. eastern prevailing time, unless otherwise agreed to by the Parties in writing.

"Maximum Demand" means [REDACTED]

"Capacity" has the meaning set forth in any Transmission Provider's tariff or MISO's transmission tariff, as amended from time to time, or as defined in any transmission tariff of a successor to MISO.

"Defaulting Party" shall have the meaning specified in Section 6.1.

"Energy" means electric energy of the character commonly known as three-phase, sixty hertz electric energy that is delivered at the nominal voltage of the Delivery Point, expressed in megawatt hours (MWh).

"Event of Default" shall have the meaning specified in Section 6.1.

"FERC" means the Federal Energy Regulatory Commission or any successor agency thereto.

"Firm" means that the only excuse for the failure to deliver Energy by CRS or the failure to receive [REDACTED]

"Full Requirements Energy" means, except as provided herein, that [REDACTED]

"Interest Rate" means, for any date the lesser of (a) two (2) percent over the per annum rate of interest equal to the prime lending rate ("Prime Rate") as may be published from time to time in the Federal Reserve Statistical Release H. 15; or (b) the maximum lawful interest rate.

"MW" means megawatt.

"Term" shall have the meaning specified in Article 4.1.

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"Transmission Providers" means the entity or entities transmitting or transporting the Energy on behalf of CRS or [REDACTED].

ARTICLE II OPTION

- 2.1 [REDACTED] currently purchases its generation electric service from The Cincinnati Gas & Electric Company ("CG&E") pursuant to the applicable tariffs or will provide notice by [REDACTED] that it will purchase generation electric service from CG&E starting no later than [REDACTED] in accordance with applicable CG&E tariff requirements. [REDACTED]

2.2 [REDACTED]

2.3 [REDACTED]

2.4 [REDACTED]

2.5 [REDACTED]

ARTICLE III CRS POWER CONTRACT TERMS

- 3.1 In the event [REDACTED]

[REDACTED]

a. Energy Quantity and Type. [REDACTED]

b. Transmission Service and Charges. Transmission service will be provided in accordance with the open access transmission tariff of the Midwest Independent Transmission System Operator, Inc. or CG&E (or an affiliate on its behalf), whichever is applicable, as filed with the FERC and as it may be amended, from time to time, or any successor tariff.

c. Base Contract Price. The Base Contract Price is set forth in Exhibit B.

d. Change to Prices. As a retail sale, the power sale agreement is not subject to the jurisdiction of the FERC; nor shall either Party seek to have the FERC assert jurisdiction over the Agreement. However, to the extent that either the FERC or the Public Utilities Commission of Ohio asserts jurisdiction over the Agreement, the Parties agree that the Contract Price specified above is just and reasonable and consistent with the public interest. [REDACTED]

e. Term. The term of the power sale agreement shall be through [REDACTED]

f. Credit. The power sale agreement will have terms and conditions as similar as possible to CG&E's existing unbundled tariffs. CRS will not require surety bonds, deposits or other corporate guarantees.

g. Adjusted Base Contract Price. [REDACTED]

**ARTICLE IV
TERM OF AGREEMENT**

4.1 Agreement Term and Effective Date. This Agreement shall become effective upon execution by the Parties. This Agreement shall [REDACTED] unless terminated earlier in accordance with the terms of this Agreement ("Term").

4.2 Agreement Termination. [REDACTED]

4.3 After Termination. The applicable provisions of this Agreement shall continue in effect after termination thereof to the extent necessary to provide for final billing, billing adjustments and payments.

**ARTICLE V
BILLING**

5.1 Payment. [REDACTED]

**ARTICLE VI
DEFAULTS AND REMEDIES**

6.1 Events of Default. An "Event of Default" shall mean, with respect to a Party ("Defaulting Party"), the occurrence of any of the following:

- 6.1.1 any representation or warranty made by the Defaulting Party herein shall at any time prove to be false or misleading in any respect material to this Agreement;
- 6.1.2 the failure of the Defaulting Party to materially perform any covenant set forth in this Agreement (except to the extent constituting a separate Event of Default,) and such failure is not cured within five (5) Business Days after written notice

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thereof to the Defaulting Party;

- 6.1.3 the Defaulting Party consolidates or amalgamates with, merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all of the obligations of such Party under this Agreement;
- 6.1.4 the failure to make when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given by the other Party; or
- 6.1.5 the Defaulting Party (i) files a petition or otherwise commences or acquiesces in a proceeding under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is unable to pay its debts as they fall due.
- 6.2 Remedies upon an Event of Default. Upon the occurrence (and continuation beyond the applicable cure period) of an Event of Default with respect to a Defaulting Party,

ARTICLE VII DUTY TO MITIGATE

- 7.1 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

ARTICLE VIII GOVERNING LAW - DISPUTE RESOLUTION

- 8.1 Governing Law and Jurisdiction. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of Ohio.

- 8.2 Dispute Resolution. Any claim, controversy or dispute arising out of or relating to this Agreement, or the breach thereof, shall be resolved fully and finally by binding arbitration under the Commercial Rules, but not the administration, of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this Agreement shall control. This arbitration provision shall not limit the right of either Party prior to or during any such dispute to seek, use, and employ ancillary, or preliminary or permanent rights and/or remedies, judicial or otherwise, for the purposes maintaining the status quo until such time as the arbitration award is rendered or the dispute is otherwise resolved. The arbitration shall be conducted in Cincinnati, Ohio and the laws of Ohio shall govern the construction and interpretation of this Agreement, except to provisions related to conflict of laws. Within ten (10) Business Days of service of a Demand for Arbitration, the parties may agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon, a panel of three arbitrators shall be named. One arbitrator shall be selected by [REDACTED]. A knowledgeable, disinterested and impartial arbitrator shall be selected by the two arbitrators so appointed by the parties. If the arbitrators appointed by the parties cannot agree upon the third arbitrator within ten (10) Business Days, then either Party may apply to any judge in any court of competent jurisdiction for appointment of the third arbitrator. There shall be no discovery during the arbitration other than the exchange of information that is provided to the arbitrator(s) by the Parties. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages, and shall not have the authority to award punitive damages or other non-compensatory damages. The decision of the arbitrator(s) shall be rendered within ninety (90) Business Days after the date of the selection of the arbitrator(s) or within such period as the Parties may otherwise agree. Each Party shall be responsible for the fees, expenses and costs incurred by the arbitrator appointed by each Party, and the fees, expenses and costs of the third arbitrator (or single arbitrator) shall be borne equally by the Parties. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any Party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon.

Notwithstanding the foregoing, the Parties may cancel or terminate this Agreement in accordance with its terms and conditions without being required to follow the procedures set forth in this Article.

ARTICLE IX MISCELLANEOUS

- 9.1 Representations and Warranties. On the Effective Date and on the date of entering into this Agreement, each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in each jurisdiction; (b) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and any other documentation relating to this Agreement; (c) the execution, delivery and performance of this Agreement and any other documentation relating to this

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Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or similar provision applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; (e) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; (f) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligation under this Agreement or any other document relating to this Agreement; (g) no Event of Default or event which, with the giving of notice or lapse of time, or both, would constitute an Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any other document relating to this Agreement or any Transaction; and (h) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether such Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding and understands and accepts, the terms, conditions and risks of this Agreement.

9.2 Assignment. This Agreement shall be assignable by CRS [REDACTED] provided such assignment is to any other direct or indirect subsidiary of Cinergy Corp. provided that such direct or indirect subsidiary has an equivalent or higher credit rating than CRS. Any other assignment by either Party of this Agreement or any rights or obligation hereunder shall be made only with the written consent of the other Party, which consent shall not be unreasonably withheld.

9.3 Notices. All notices, requests, statements or payments shall be made as specified below. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by regular mail shall be deemed to have been received three (3) Business Days after it has been sent. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close of normal business hours, in which case it shall be deemed to have been received at the close of the next Business Day). Notice by overnight or courier shall be deemed to have been received two (2) Business Days after it has been sent. A Party may change its addresses by providing notice of the same in accordance with this Section 9.3.

To CRS:

[REDACTED]

[REDACTED]

AND

[REDACTED]

9.4 General. This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. No amendment or modification to this Agreement shall be enforceable unless set forth in writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement. The headings used herein are for convenience and reference purposes only. All indemnity and audit rights contained herein shall survive the termination or expiration of this Agreement for three (3) years.

9.5 Confidentiality. Neither Party shall disclose the terms or conditions of this Agreement to a third party (other than the Party's employees, Affiliates, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable to such Party; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or

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limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

9.6 Counterparts. This Agreement may be separately executed in counterparts each of which when so executed shall be deemed to constitute one and the same Agreement.

9.7 This Agreement supersedes and replaces the agreement between [REDACTED]. During the term of this Agreement, it supersedes and replaces any other agreements between the Parties or their affiliates related to PUCO Case No. 99-1658-EL-ETP. Upon the termination of this Agreement, any other settlement agreements between the Parties or their affiliates related to PUCO Case No. 99-1658-EL-ETP shall be in full force and effect according to their original terms.

The Parties have caused this Agreement to be executed by their duly authorized representatives in multiple counterparts as of the Effective Date.

CINERGY RETAIL SALES, LLC

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Exhibit A:

Customer Group: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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TRADE SECRET

EXHIBIT B:

Customer Group:

[REDACTED]

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TRADE SECRET

EXHIBIT B:

Customer Group:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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EXHIBIT B:

Customer Group:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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EXHIBIT B:

Customer Group: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Exhibit C:

Customer Group:

This agreement pertains

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Exhibit C:

Customer Group:

This agreement pertains

OPTION AGREEMENT

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BY AND BETWEEN

CINERGY RETAIL SALES, LLC

AND

[REDACTED]

This Option Agreement (the "Agreement") is entered into as of this [REDACTED] (the "Effective Date") by and between Cinergy Retail Sales, LLC ("CRS") a Delaware limited liability company, and [REDACTED]

RECITALS

WHEREAS, [REDACTED] Exhibit C) and are located within the retail delivery service territory of The Cincinnati Gas & Electric Company ("CG&E").

WHEREAS, CRS has been certified by the Public Utilities Commission of Ohio as a Certified Retail Electric Supplier ("CRES") and has the authority to engage in the sale of electrical power at retail;

WHEREAS, [REDACTED] desires to provide electric service pursuant to the terms outlined herein;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE I
DEFINITIONS

The following definitions and any terms defined in this Agreement shall apply hereunder.

"Affiliate" means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, "control" means the direct or indirect ownership of ten (10) percent or more.

"Business Day" means a day on which Federal Reserve member banks in Ohio are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. eastern prevailing time, unless otherwise agreed to by the Parties in writing.

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"Capacity" has the meaning set forth in any Transmission Provider's tariff or MISO's transmission tariff, as amended from time to time, or as defined in any transmission tariff of a successor to MISO.

"Contract Price" means the price in \$US as set forth in Exhibit B to [REDACTED] for the purchase of the Energy under this Agreement.

"Defaulting Party" shall have the meaning specified in Section 6.1.

"Energy" means electric energy of the character commonly known as three-phase, sixty hertz electric energy that is delivered at the nominal voltage of the Delivery Point, expressed in megawatt hours (MWh).

"Event of Default" shall have the meaning specified in Section 6.1.

"FERC" means the Federal Energy Regulatory Commission or any successor agency thereto.

"Firm" means, with respect to a Transaction, that the only excuse for the failure to deliver Energy by CRS or the failure to receive [REDACTED] the other Party's failure to perform.

"Full Requirements Energy" means, except as provided herein, [REDACTED] all of its retail Energy requirements for its facility from CRS and [REDACTED]
[REDACTED]

"Interest Rate" means, for any date the lesser of (a) two (2) percent over the per annum rate of interest equal to the prime lending rate ("Prime Rate") as may be published from time to time in the Federal Reserve Statistical Release H. 15; or (b) the maximum lawful interest rate.

[REDACTED]

"MW" means megawatt.

"Term" shall have the meaning specified in Article 4.1.

"Transmission Providers" means the entity or entities transmitting or transporting the Energy on behalf of CRS [REDACTED]

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TRADE SECRETARTICLE II
OPTION

- 2.1 [REDACTED] ("CG&E") pursuant to the applicable tariffs rates, or will provide NOTICE by [REDACTED] tariff requirements. [REDACTED]
- 2.2 [REDACTED]
- 2.3 In exchange [REDACTED] CRS [REDACTED]
- 2.4 [REDACTED]
- 2.5 If CRS exercises its Option, the Parties shall enter into a power sale agreement, including the terms set forth in Article III.

ARTICLE III
CRS POWER CONTRACT TERMS

- 3.1 In the event CRS exercises its option, the power sale agreement between [REDACTED] shall include, among others, the following terms:
- a. Energy Quantity and Type. [REDACTED]
- b. Transmission Service and Charges. Transmission service and charges will be provided in accordance with the open access transmission tariff of the Midwest Independent Transmission System Operator, Inc. or CG&E (or an affiliate on its behalf), whichever is applicable, as filed with the FERC and as it may be amended, from time to time, or any successor tariff. Unless otherwise agreed

[REDACTED]
approved by the Public Utilities Commission of Ohio for the [REDACTED]
[REDACTED]

- c. Contract Price. The Contract Price is set forth in Exhibits A and B.
- d. Change to Prices. As a retail sale, the power sale agreement is not subject to the jurisdiction of the FERC; nor shall either Party seek to have the FERC assert jurisdiction over the Agreement. However, to the extent that either the FERC or the Public Utilities Commission of Ohio asserts jurisdiction over the Agreement, the Parties agree that the Contract Price specified above is just and reasonable and consistent with the public interest. [REDACTED]

- e. Term. The term of the power sale agreement shall be through [REDACTED]
[REDACTED]

ARTICLE IV TERM OF AGREEMENT

- 4.1 Agreement Term and Effective Date. This Agreement shall become effective upon execution by the Parties. This Agreement [REDACTED] unless terminated earlier in accordance with the terms of this Agreement ("Term").
- 4.2 After Termination. The applicable provisions of this Agreement shall continue in effect after termination thereof to the extent necessary to provide for final billing, billing adjustments and payments.

ARTICLE V BILLING

- 5.1 Payment [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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[REDACTED]

ARTICLE VI DEFAULTS AND REMEDIES

- 6.1 Events of Default. An "Event of Default" shall mean, with respect to a Party ("Defaulting Party"), the occurrence of any of the following:
- 6.1.1 any representation or warranty made by the Defaulting Party herein shall at any time prove to be false or misleading in any respect material to this Agreement;
 - 6.1.2 the failure of the Defaulting Party to perform any covenant set forth in this Agreement (except to the extent constituting a separate Event of Default,) and such failure is not cured within five (5) Business Days after written notice thereof to the Defaulting Party;
 - 6.1.3 the Defaulting Party consolidates or amalgamates with, merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all of the obligations of such Party under this Agreement;
 - 6.1.4 the failure to make when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given by the other Party; or
 - 6.1.5 the Defaulting Party (i) files a petition or otherwise commences or acquiesces in a proceeding under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any

substantial portion of its property or assets, or (v) is unable to pay its debts as they fall due.

- 6.2 Remedies upon an Event of Default. Upon the occurrence (and continuation beyond the applicable cure period) of an Event of Default with respect to a Defaulting Party, [REDACTED]

- 6.3 Other Termination Events. [REDACTED]

ARTICLE VII LIMITATIONS; DUTY TO MITIGATE

7.1 Indemnity CRS AGREES TO PROTECT, INDEMNIFY, HOLD HARMLESS AND [REDACTED] OFFICERS, DIRECTORS AND EMPLOYEES, AGAINST ALL ACTIONS, CLAIMS, DAMAGES, DEMANDS, SUITS AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION ARISING OUT OF, IN WHOLE OR IN PART CRS'S EMPLOYEES, AGENTS AND SUBCONTRACTORS BREACH OF ANY TERM OF THIS CONTRACT, OR ANY ACT OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT.

[REDACTED] PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND CRS, ITS OFFICERS, DIRECTORS AND EMPLOYEES, AGAINST ALL ACTIONS, CLAIMS, DAMAGES, DEMANDS, SUITS AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION ARISING OUT OF, IN WHOLE OR IN PART [REDACTED] AGENTS AND SUBCONTRACTORS BREACH OF ANY TERM OF THIS CONTRACT, OR ANY ACT OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT.

7.2 Limitation of Remedies, Liability and Damages. THE PARTIES CONFIRM THAT

THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

- 7.3 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

ARTICLE VIII GOVERNING LAW - DISPUTE RESOLUTION.

- 8.1 Governing Law and Jurisdiction. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO AND SHALL BE BROUGHT IN THE STATE AND FEDERAL COURTS LOCATED IN HAMILTON COUNTY OHIO.
- 8.2 Dispute Resolution. Any claim, controversy or dispute arising out of or relating to this Agreement, or the breach thereof, shall be resolved fully and finally by binding arbitration under the Commercial Rules, but not the administration, of the American Arbitration

Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this Agreement shall control. This arbitration provision shall not limit the right of either Party prior to or during any such dispute to seek, use, and employ ancillary, or preliminary or permanent rights and/or remedies, judicial or otherwise, for the purposes maintaining the status quo until such time as the arbitration award is rendered of the dispute is otherwise resolved. The arbitration shall be conducted in Cincinnati, Ohio and the laws of Ohio shall govern the construction and interpretation of this Agreement, except to provisions related to conflict of laws. Within ten (10) Business Days of service of a Demand for Arbitration, the parties may agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon, a panel of three arbitrators shall be named. One arbitrator shall be selected by CRS and one shall be selected by Buyer. A knowledgeable, disinterested and impartial arbitrator shall be selected by the two arbitrators so appointed by the parties. If the arbitrators appointed by the parties cannot agree upon the third arbitrator within ten (10) Business Days, then either Party may apply to any judge in any court of competent jurisdiction for appointment of the third arbitrator. There shall be no discovery during the arbitration other than the exchange of information that is provided to the arbitrator(s) by the Parties. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages, and shall not have the authority to award punitive damages or other non-compensatory damages. The decision of the arbitrator(s) shall be rendered within sixty (60) Business Days after the date of the selection of the arbitrator(s) or within such period as the Parties may otherwise agree. Each Party shall be responsible for the fees, expenses and costs incurred by the arbitrator appointed by each Party, and the fees, expenses and costs of the third arbitrator (or single arbitrator) shall be borne equally by the Parties. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any Party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon.

Notwithstanding the foregoing, the Parties may cancel or terminate this Agreement in accordance with its terms and conditions without being required to follow the procedures set forth in this Article.

ARTICLE IX MISCELLANEOUS

- 9.1 Representations and Warranties. On the Effective Date and on the date of entering into this Agreement, each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in each jurisdiction; (b) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and any other documentation relating to this Agreement; (c) the execution, delivery and performance of this Agreement and any other documentation relating to this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or similar provision applicable to it;

(d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; (e) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; (f) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligation under this Agreement or any other document relating to this Agreement; (g) no Event of Default or event which, with the giving of notice or lapse of time, or both, would constitute an Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any other document relating to this Agreement or any Transaction; and (h) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether such Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding and understands and accepts, the terms, conditions and risks of this Agreement.

- 9.2 Assignment. This Agreement shall be assignable by CRS [REDACTED] provided such assignment is to any other direct or indirect subsidiary of Cinergy Corp. and provided that such direct or indirect subsidiary has an equivalent or higher credit rating than CRS. This Agreement shall be [REDACTED] provided such assignment is to any other direct or [REDACTED]

[REDACTED] Any other assignment by either Party of this Agreement or any rights or obligation hereunder shall be made only with the written consent of the other Party, which consent shall not be unreasonably withheld.

- 9.3 Notices. All notices, requests, statements or payments shall be made as specified below. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by regular mail shall be deemed to have been received three (3) Business Days after it has been sent. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close of normal business hours, in which case it shall be deemed to have been received at the close of the next Business Day). Notice by overnight or courier shall be deemed to have been received two (2) Business Days after it has been sent. A Party may change its addresses by providing notice of the same in accordance with this Section 9.3.

To CRS:

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

9.4 General. This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. No amendment or modification to this Agreement shall be enforceable unless set forth in writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement. The headings used herein are for convenience and reference purposes only. All indemnity and audit rights contained herein shall survive the termination or expiration of this Agreement for three (3) years.

9.5 Confidentiality. Neither Party shall disclose the terms or conditions of this Agreement to a third party (other than the Party's employees, Affiliates, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable to such Party; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

9.6 Counterparts. This Agreement may be separately executed in counterparts each of which when so executed shall be deemed to constitute one and the same Agreement.

9.7 This Agreement supercedes and replaces in its entirety the agreement between CRS and [REDACTED]. Nothing in this Agreement shall affect the terms and conditions agreed to by Cinergy and [REDACTED] pursuant to the agreement dated [REDACTED] of certain issues in PUCO Case No. 99-1658-EL-ETP.

The Parties have caused this Agreement to be executed by their duly authorized representatives in multiple counterparts as of the Effective Date.

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CINERGY RETAIL SALES, LLC

By: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

By: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

As to clause 9.7:

CINERGY CORP. [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

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CINERGY RETAIL SALES, LLC

[REDACTED]



By:

[REDACTED]

By:

[REDACTED]

Title:

Title:

Date:

Date:

As to clause 9.7:

CINERGY CORP

Title:

Date:

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Exhibit A:

Customer Group:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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TRADE SECRET

EXHIBIT B:

Customer Group: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Exhibit C:

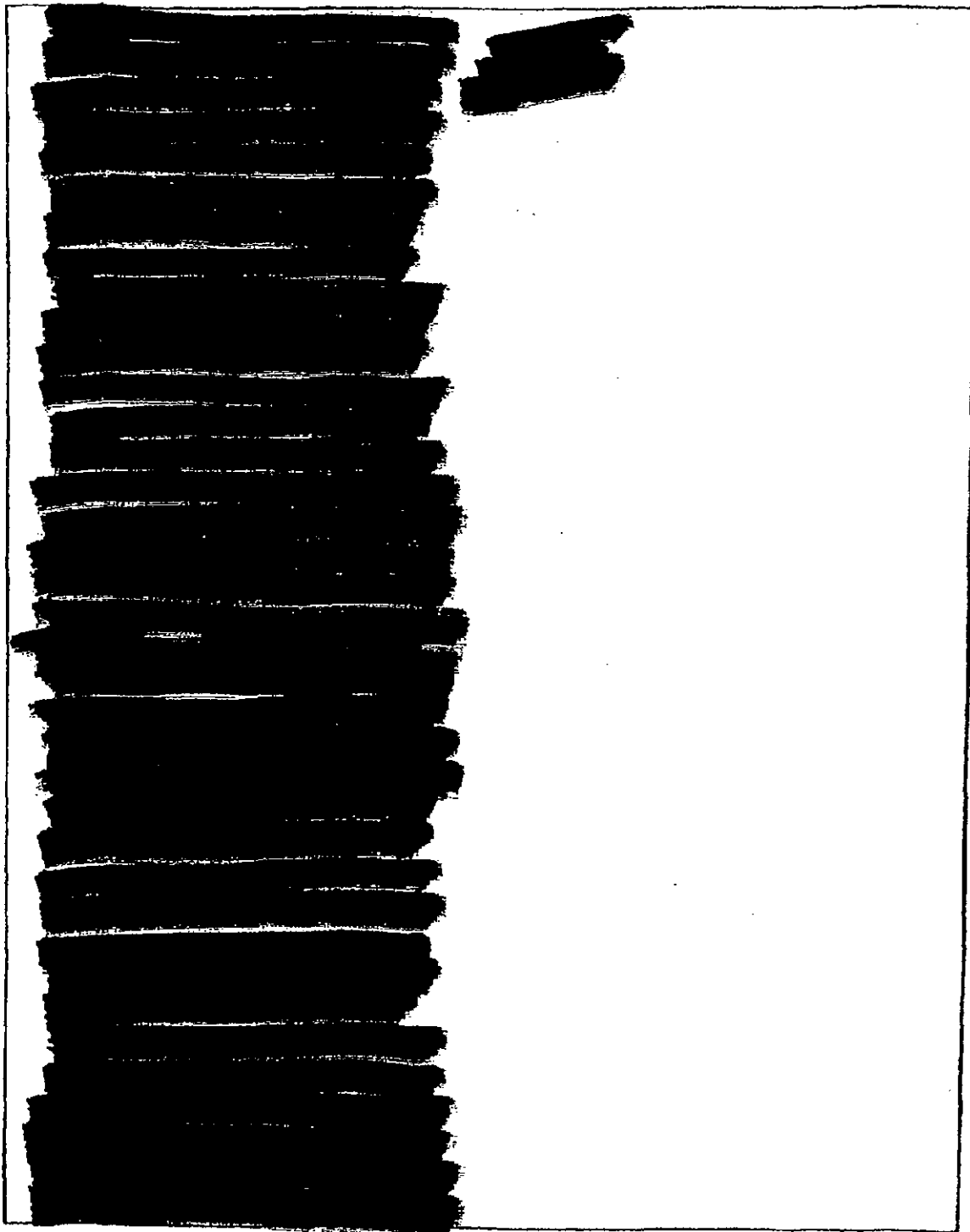
Customer Group: [REDACTED]
[REDACTED]

This agreement pertains to the following [REDACTED]

[REDACTED]

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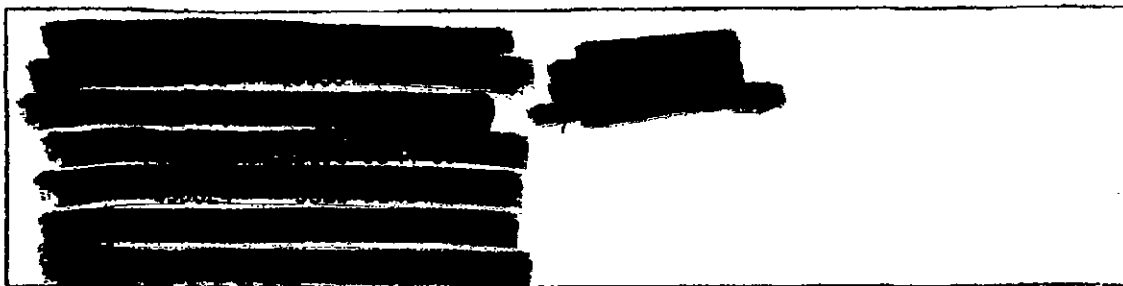
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TRADE SECRET



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OPTION AGREEMENT

CONFIDENTIAL PROPRIETARY
TRADE SECRET

BY AND BETWEEN

CINERGY RETAIL SALES, LLC

AND

[REDACTED]
This Option Agreement (the "Agreement") is entered into as of this [REDACTED]
[REDACTED] (the "Effective Date") by and between Cinergy Retail Sales, LLC ("CRS"), a
Delaware limited liability company, and [REDACTED]
[REDACTED]

RECITALS

WHEREAS, [REDACTED] for the purposes of this agreement only refers to
[REDACTED] located within the retail delivery service
territory of The Cincinnati Gas & Electric Company ("CG&E").

WHEREAS, CRS has been certified by the Public Utilities Commission of Ohio as a
Certified Retail Electric Supplier ("CRES") and has the authority to engage in the sale of
electrical power at retail;

WHEREAS, [REDACTED] an option to CRS to provide electric service and CRS
desires to provide electric service pursuant to the terms outlined herein;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein,
the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

The following definitions and any terms defined in this Agreement shall apply
hereunder.

"Affiliate" means, with respect to any person, any other person (other than an individual) that,
directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under
common control with, such person. For this purpose, "control" means the direct or indirect
ownership of ten (10) percent or more.

"Business Day" means a day on which Federal Reserve member banks in Ohio are open for
business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. eastern prevailing
time, unless otherwise agreed to by the Parties in writing.

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"Capacity" has the meaning set forth in any Transmission Provider's tariff or MISO's transmission tariff, as amended from time to time, or as defined in any transmission tariff of a successor to MISO.

"Contract Price" means the price in \$US as set forth in Exhibit B to be paid [REDACTED] RS for the purchase of the Energy under this Agreement.

"Defaulting Party" shall have the meaning specified in Section 6.1.

"Energy" means electric energy of the character commonly known as three-phase, sixty hertz electric energy that is delivered at the nominal voltage of the Delivery Point, expressed in megawatt hours (MWh).

"Event of Default" shall have the meaning specified in Section 6.1.

"FERC" means the Federal Energy Regulatory Commission or any successor agency thereto.

"Firm" means, with respect to a Transaction, that the only excuse for the failure to deliver Energy by CRS or the failure to receive [REDACTED]

"Full Requirements Energy" means, except as provided herein, [REDACTED]

"Interest Rate" means, for any date the lesser of (a) two (2) percent over the per annum rate of interest equal to the prime lending rate ("Prime Rate") as may be published from time to time in the Federal Reserve Statistical Release H. 15; or (b) the maximum lawful interest rate.

[REDACTED]

"MW" means megawatt.

"Term" shall have the meaning specified in Article 4.1.

"Transmission Providers" means the entity or entities transmitting or transporting the Energy on behalf of CRS [REDACTED]

CONFIDENTIAL PROPRIETARY
TRADE SECRETARTICLE II
OPTION

- 2.1 [REDACTED] receives its electric service from The Cincinnati Gas & Electric Company ("CG&E") [REDACTED] take electric service from CG&E in accordance with applicable CG&E tariff requirements. [REDACTED]

2.2 [REDACTED]

2.3 [REDACTED]

2.4 [REDACTED]

2.5 [REDACTED]

ARTICLE III
CRES POWER CONTRACT TERMS

- 3.1 In the event [REDACTED] shall include, among others, the following terms:

a. Energy Quantity and Type. [REDACTED]

- b. Transmission Service and Charges. Transmission service and charges will be provided in accordance with the open access transmission tariff of the Midwest Independent Transmission System Operator, Inc. or CG&E (or an affiliate on its behalf), whichever is applicable, as filed with the FERC and as it may be amended, from time to time, or any successor tariff. Unless otherwise agreed

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- [REDACTED]
- c. Contract Price. The Contract Price is set forth in Exhibits A and B.
- d. Change to Prices. As a retail sale, the power sale agreement is not subject to the jurisdiction of the FERC; nor shall either Party seek to have the FERC assert jurisdiction over the Agreement. However, to the extent that either the FERC or the Public Utilities Commission of Ohio asserts jurisdiction over the Agreement, the Parties agree that the Contract Price specified above is just and reasonable and consistent with the public interest.
- [REDACTED]

- e. Term. The term of the power sale agreement shall be through [REDACTED]
- [REDACTED]

ARTICLE IV TERM OF AGREEMENT

- 4.1 Agreement Term and Effective Date. This Agreement shall become effective upon execution by the Parties. This Agreement shall [REDACTED] unless terminated earlier in accordance with the terms of this Agreement ("Term").
- 4.2 After Termination. The applicable provisions of this Agreement shall continue in effect after termination thereof to the extent necessary to provide for final billing, billing adjustments and payments.

ARTICLE V BILLING

- 5.1 Payment. [REDACTED]
- [REDACTED]
- [REDACTED]

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TRADE SECRET

ARTICLE VI
DEFAULTS AND REMEDIES

- 6.1 Events of Default. An "Event of Default" shall mean, with respect to a Party ("Defaulting Party"), the occurrence of any of the following:
- 6.1.1 any representation or warranty made by the Defaulting Party herein shall at any time prove to be false or misleading in any respect material to this Agreement;
 - 6.1.2 the failure of the Defaulting Party to perform any covenant set forth in this Agreement (except to the extent constituting a separate Event of Default,) and such failure is not cured within five (5) Business Days after written notice thereof to the Defaulting Party;
 - 6.1.3 the Defaulting Party consolidates or amalgamates with, merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all of the obligations of such Party under this Agreement;
 - 6.1.4 the failure to make when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given by the other Party; or
 - 6.1.5 the Defaulting Party (i) files a petition or otherwise commences or acquiesces in a proceeding under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is unable to pay its debts as they fall due.

- 6.2 Remedies upon an Event of Default. Upon the occurrence (and continuation beyond the applicable cure period) of an Event of Default with respect to a Defaulting Party, [REDACTED]

- 6.3 Other Termination Events. [REDACTED]

prohibited from selling wholesale power to CRS pursuant to CG&E's tariff shall allow CRS to terminate this Agreement in its sole discretion with thirty (30) days written notice and without further liability.

ARTICLE VII
LIMITATIONS; DUTY TO MITIGATE

7.1 Indemnity CRS AGREES TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND [REDACTED] DIRECTORS AND EMPLOYEES, AGAINST ALL ACTIONS, CLAIMS, DAMAGES, DEMANDS, SUITS AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION ARISING OUT OF, IN WHOLE OR IN PART CRS'S EMPLOYEES, AGENTS AND SUBCONTRACTORS BREACH OF ANY TERM OF THIS CONTRACT, OR ANY ACT OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT.

[REDACTED] INDEMNIFY, HOLD HARMLESS AND DEFEND CRS, ITS OFFICERS, DIRECTORS AND EMPLOYEES, AGAINST ALL ACTIONS, CLAIMS, DAMAGES, DEMANDS, SUITS AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION ARISING OUT OF, IN WHOLE OR IN [REDACTED] AND SUBCONTRACTORS BREACH OF ANY TERM OF THIS CONTRACT, OR ANY ACT OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT.

7.2 Limitation of Remedies, Liability and Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES.

BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

- 7.3 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

ARTICLE VIII GOVERNING LAW - DISPUTE RESOLUTION

8.1 Governing Law and Jurisdiction. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO AND SHALL BE BROUGHT IN THE STATE AND FEDERAL COURTS LOCATED IN HAMILTON COUNTY OHIO.

- 8.2 Dispute Resolution. Any claim, controversy or dispute arising out of or relating to this Agreement, or the breach thereof, shall be resolved fully and finally by binding arbitration under the Commercial Rules, but not the administration, of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this Agreement shall control. This arbitration provision shall not limit the right of either Party prior to or during any such dispute to seek, use, and employ ancillary, or preliminary or permanent rights and/or remedies, judicial or otherwise, for the purposes maintaining the status quo until such time as the arbitration award is rendered of the dispute is otherwise resolved. The arbitration shall be conducted in Cincinnati, Ohio and the laws of Ohio shall govern the construction and interpretation of this Agreement, except to provisions related to conflict of laws. Within ten (10) Business Days of service of a Demand for Arbitration, the parties may agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon, a panel of three arbitrators shall be named. One arbitrator shall be selected by CRS and one shall be selected by Buyer. A knowledgeable, disinterested and impartial arbitrator shall be selected by the two arbitrators so appointed by the parties. If the arbitrators appointed by the parties cannot agree upon the third arbitrator within ten (10) Business Days, then either Party may apply to any judge in any court of competent jurisdiction for appointment of the third arbitrator. There shall be no discovery during the

arbitration other than the exchange of information that is provided to the arbitrator(s) by the Parties. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages, and shall not have the authority to award punitive damages or other non-compensatory damages. The decision of the arbitrator(s) shall be rendered within sixty (60) Business Days after the date of the selection of the arbitrator(s) or within such period as the Parties may otherwise agree. Each Party shall be responsible for the fees, expenses and costs incurred by the arbitrator appointed by each Party, and the fees, expenses and costs of the third arbitrator (or single arbitrator) shall be borne equally by the Parties. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any Party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon.

Notwithstanding the foregoing, the Parties may cancel or terminate this Agreement in accordance with its terms and conditions without being required to follow the procedures set forth in this Article.

ARTICLE IX MISCELLANEOUS

- 9.1 Representations and Warranties. On the Effective Date and on the date of entering into this Agreement, each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in each jurisdiction; (b) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and any other documentation relating to this Agreement; (c) the execution, delivery and performance of this Agreement and any other documentation relating to this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or similar provision applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; (e) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; (f) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligation under this Agreement or any other document relating to this Agreement; (g) no Event of Default or event which, with the giving of notice or lapse of time, or both, would constitute an Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any other document relating to this Agreement or any Transaction; and (h) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether such Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding and understands and accepts, the terms,

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conditions and risks of this Agreement.

- 9.2 Assignment. This Agreement shall be assignable by CRS without [REDACTED] such assignment is to any other direct or indirect subsidiary of Cinergy Corp. and provided that such direct or indirect subsidiary has an equivalent or higher credit rating than CRS. This Agreement shall be assignable [REDACTED] CRS' consent provided such assignment is to any other direct or indirect subsidiary [REDACTED] and provided that such direct or indirect subsidiary has an equivalent or higher credit rating than [REDACTED]. Any other assignment by either Party of this Agreement or any rights or obligation hereunder shall be made only with the written consent of the other Party, which consent shall not be unreasonably withheld.

- 9.3 Notices. All notices, requests, statements or payments shall be made as specified below. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by regular mail shall be deemed to have been received three (3) Business Days after it has been sent. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close of normal business hours, in which case it shall be deemed to have been received at the close of the next Business Day). Notice by overnight or courier shall be deemed to have been received two (2) Business Days after it has been sent. A Party may change its addresses by providing notice of the same in accordance with this Section 9.3.

To CRS:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 9.4 General. This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. No amendment or modification to this Agreement shall be enforceable unless set forth in writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement. The headings used herein are for convenience and reference purposes only. All indemnity and audit rights contained herein shall survive the termination or expiration of this Agreement for three (3) years.
- 9.5 Confidentiality. Neither Party shall disclose the terms or conditions of this Agreement to a third party (other than the Party's employees, Affiliates, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable to such Party; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.
- 9.6 Counterparts. This Agreement may be separately executed in counterparts each of which when so executed shall be deemed to constitute one and the same Agreement.
- 9.7 This Agreement supercedes and replaces in its entirety the agreement between CRS and [REDACTED]. Nothing in this Agreement shall affect the terms and conditions agreed to by Cinergy [REDACTED] pursuant to the agreement dated [REDACTED] to the settlement of certain issues in PUCO Case No. 99-1658-EL-ETP.

The Parties have caused this Agreement to be executed by their duly authorized representatives in multiple counterparts as of the Effective Date.

CINERGY RETAIL SALES, LLC

By: [REDACTED]

By: [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]
D [REDACTED]

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Title: _____

Date: _____

Date: _____

As to clause 9.7:

CINERGY CORP

By: _____

Title: _____

Date: _____

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Exhibit A:

Customer Group: [REDACTED]

01/24/2005

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EXHIBIT B:

Customer Group: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Exhibit C:

Customer Group: [REDACTED]
[REDACTED]

This agreement pertains to the [REDACTED]
[REDACTED]

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**OPTION AGREEMENT
BY AND BETWEEN
CINERGY RETAIL SALES, LLC**

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AND

[REDACTED]

This Option Agreement (the "Agreement") is entered into as of this [REDACTED] the "Effective Date") by and between Cinergy Retail Sales, LLC ("CRS") a Delaware limited liability company, and [REDACTED] individually a "Party" or collectively the "Parties").

RECITALS

WHEREAS, [REDACTED]
The Cincinnati Gas & Electric Company (CG&E) on metered accounts listed on Exhibit C.

WHEREAS, CRS has been certified by the Public Utilities Commission of Ohio as a Certified Retail Electric Supplier ("CRES") and has the authority to engage in the sale of electrical power at retail;

WHEREAS, CRS and [REDACTED]

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

The following definitions and any terms defined in this Agreement shall apply hereunder.

"Affiliate" means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, "control" means the direct or indirect ownership of ten (10) percent or more.

Cinergy Corporate Records
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Document Code 065

"Base Contract Price" means the price in \$US as set forth in Exhibit B to be [REDACTED]
for the purchase of Generation and Transmission service under this Agreement.

"Business Day" means a day on which Federal Reserve member banks in Ohio are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. eastern prevailing time, unless otherwise agreed to by the Parties in writing.

"Maximum Demand" means [REDACTED]
listed on Exhibit C with Cincinnati Gas & Electric ("CG&E") for the twelve months ending [REDACTED]

"Capacity" has the meaning set forth in any Transmission Provider's tariff or MISO's transmission tariff, as amended from time to time, or as defined in any transmission tariff of a successor to MISO.

"Defaulting Party" shall have the meaning specified in Section 6.1.

"Energy" means electric energy of the character commonly known as three-phase, sixty hertz electric energy that is delivered at the nominal voltage of the Delivery Point, expressed in megawatt hours (MWh).

"Event of Default" shall have the meaning specified in Section 6.1.

"FERC" means the Federal Energy Regulatory Commission or any successor agency thereto.

"Firm" means that the only excuse for the failure to deliver Energy by CRS or the failure to receive [REDACTED]

"Full Requirements Energy" means, except as provided herein, that [REDACTED]

"Interest Rate" means, for any date the lesser of (a) two (2) percent over the per annum rate of interest equal to the prime lending rate ("Prime Rate") as may be published from time to time in the Federal Reserve Statistical Release H. 15; or (b) the maximum lawful interest rate.

"MW" means megawatt.

"Term" shall have the meaning specified in Article 4.1.

"Transmission Providers" means the entity or entities transmitting or transporting the Energy on behalf of CRS [REDACTED]

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ARTICLE II OPTION

2.1

Company ("CG&E") pursuant to the applicable tariffs or will provide notice

2.2

2.3

In exchange

2.4

2.5

ARTICLE III

CRS POWER CONTRACT TERMS

3.1

In the event CRS exercises its

a. Energy Quantity and Type.