

LARGE FILING SEPERATOR SHEET

CASE NUMBER: 03-118-GA-FOR
03-218-GA-GCR

FILE DATE: 6/14/2004

SECTION: 4 OF 4

NUMBER OF PAGES: 145

DESCRIPTION OF DOCUMENT:
CONFIDENTIAL

CONFIDENTIAL PROPRIETARY
TRADE SECRET

	<p>optimization by season:</p> <table><tr><th>Season</th><th>Intrinsic Values</th><th>Extrinsic Values</th></tr><tr><td>Winter</td><td>0</td><td>\$180,000</td></tr><tr><td>Summer</td><td>\$365,000</td><td>\$673,000</td></tr></table> <p>Assumptions:</p> <p>(1.) Evaluating supply sourcing opportunities means that Enron will provide options for CG&E to receive delivered supply at a lower cost than utilizing CG&E's existing firm transport and supply contracts. Enron would be responsible for the liquidation of all applicable firm production area supply commitments.</p> <p>(2.) Enron used a mean-plus-one standard deviation to determine if any excess transportation assets exist daily</p> <p style="text-align: center;">-----</p> <p><u>Storage Contracts:</u></p> <table><tr><th>Storage Contract</th><th>Intrinsic Values</th><th>Extrinsic Values</th></tr><tr><td>CGT and TGT Storages</td><td>\$352,000</td><td>\$195,000</td></tr></table> <p>Assumptions:</p> <p>(1.) Intrinsic value assumes CG&E will ratably inject into each storage account over seven months.</p> <p>(2.) Storage inventories were considered to be 100% depleted during winter months.</p> <p>(3.) Extrinsic values assume the following:</p> <ul style="list-style-type: none">- The viability of an inter-season borrow and payback.- Daily and monthly contract flexibilities allow for the optimization of daily injections and withdrawals over the summer months.- Anticipated gas price volatilities are consistent with historical values.	Season	Intrinsic Values	Extrinsic Values	Winter	0	\$180,000	Summer	\$365,000	\$673,000	Storage Contract	Intrinsic Values	Extrinsic Values	CGT and TGT Storages	\$352,000	\$195,000
Season	Intrinsic Values	Extrinsic Values														
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<p>Commodity Price:</p> <p>Storage Fill Gas Supply:</p> <p>Hedging:</p>	<p>Gas supply purchases for the summer storage refill season (April 2002 through October 2002) will be acquired by CG&E from Enron. CG&E will determine, prior to the beginning of each summer month, the amount of gas that is required and the pricing methodology desired.</p> <p>Any price-hedging required by CG&E for gas delivery prior to November 1, 2002, other than those price-hedging strategies entered into by CG&E and its firm gas suppliers prior to the effective day of the agreement, will be performed by Enron.</p>															
<p>Force Majeure</p>	<p>All terms and conditions regarding supply and transportation interruptions are subject to negotiations.</p>															

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Term Sheet Assignment and Management of Union Light, Heat, and Power Company

Summary of Offer:	Union Light, Heat, and Power Company (ULH&P) desires to enter into an asset management agreement under which Enron North America (Enron) would manage all existing transportation contracts, storage contracts, and supply contracts.
Buyer:	Union Light, Heat, and Power Company (ULH&P)
Service Provider:	Enron North America Corp. (Enron)
Term:	December 1, 2001 through October 31, 2002
Receipt Pipelines:	Columbia Gulf Transmission (CGT) and Tennessee Gas Pipeline (TGP)
Receipt Points:	
<i>CGT</i>	Onshore Pool and Rayne, LA
<i>TGP</i>	500 Leg, Zone 1
Transportation Entitlements:	See Attachment "A" for the specific transportation entitlements that the valuation considered.
Storage Operational Details:	See Attachment "A" for the specific operational details that the valuation considered.
Nomination Flexibility:	ULH&P must provide Enron with a confirmation of its first of the month (FOM) supply dispatch five (5) days prior to gas flow. ULH&P can change the previous day dispatch order by providing notice to Enron before 7:30 AM CST on the day prior to gas flow. Intra-day requests for delivered supply must be done in accordance with all pipeline deadlines and the flexibility permitted by gas supply and storage contracts.
Demand Costs:	ULH&P shall be responsible for all demand costs associated with gas supply, interstate or intrastate pipelines, and storage contracts.
Transportation and	For all delivered supply requests, those variable transportation

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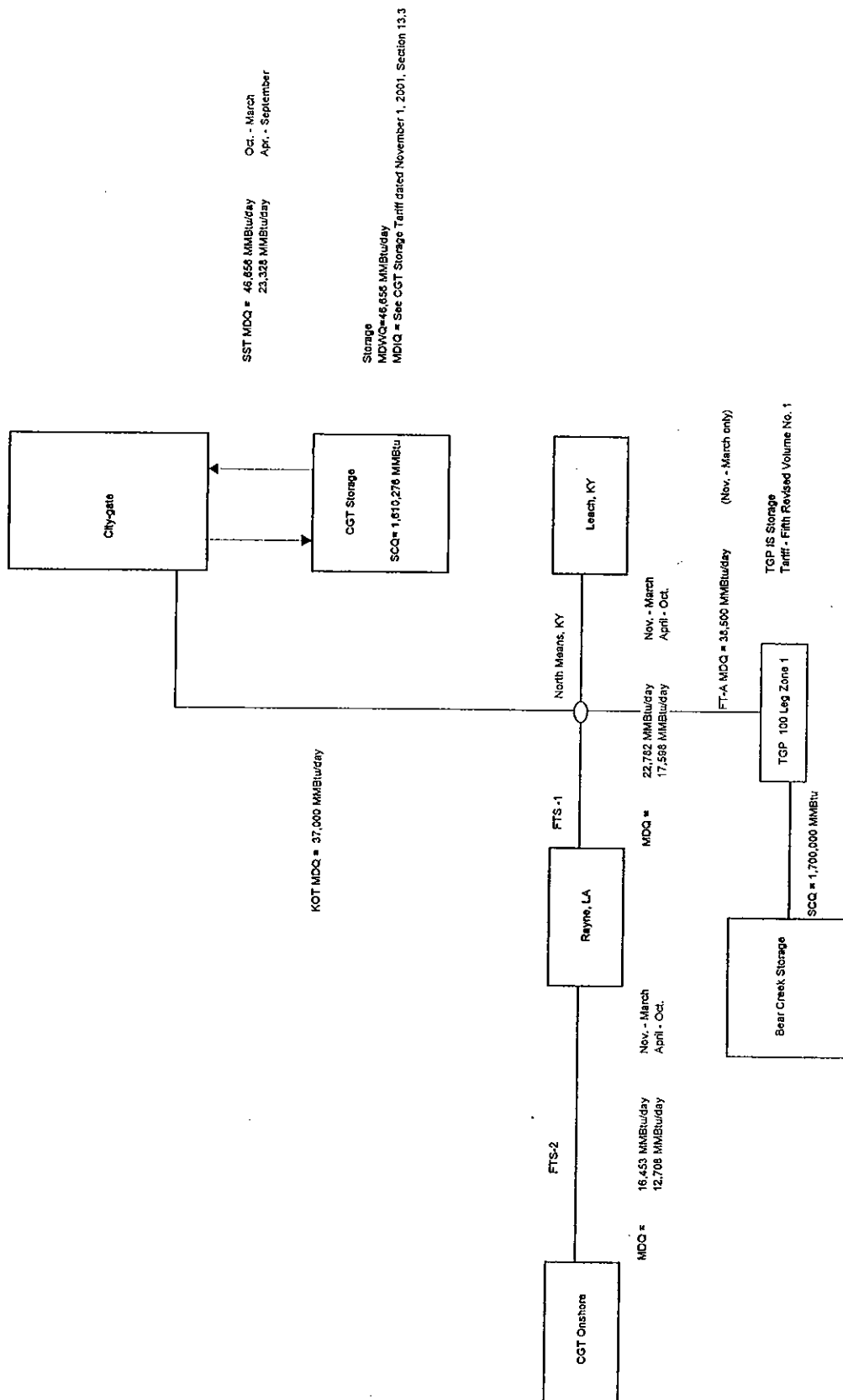
Storage Costs:	expenses including commodity, fuel, and other related surcharges such as ACA and GRI are the responsibility of ULH&P. Similarly, all expenses associated with the requests for storage injection or withdrawal are the responsibility of ULH&P.
Capacity Releases:	<p>To the extent allowed, ULH&P shall enter into a pre-arranged capacity release of all interstate and intrastate pipeline capacity at maximum tariff rates with Enron.</p> <p>In situations that require capacity to be posted subject to bid, ULH&P and Enron shall determine all commercially relevant posting parameters such as (1) granting Enron the right to match "best bid" and (2) mandating all bidders meet specific requirements of the transaction.</p> <p>If bids by other counter-parties for capacity released exceed maximum pipeline rates, ULH&P and Enron shall agree to modify the proposed compensation structure to accommodate differences between the actual bid received by ULH&P and the maximum tariff rate.</p>
Compensation:	<p>Enron recognizes the need for ULH&P to maintain supply and transportation flexibility to meet ULH&P's firm obligations to its customers. These obligations include gas supply requirements that vary hourly and daily. Consequently, the assets allocated to this transaction are to a great extent "encumbered" and cannot be deemed as excess. Therefore, Enron believes the most appropriate compensation structure for this transaction is one that involves sharing of value actually realized. Although the sharing percentage is negotiable, Enron believes a fair offer to UHL&P is <u>sixty percent</u> of all value created through this transaction.</p> <p>Enron's valuation methodology considered ULH&P's historical weather patterns over the last 20 years and determined the months where excess flexibility regarding transportation assets and storage contracts might exist. Based on the previously described analysis, captured below are notional values by asset type determined to exist over the term of the prospective contract. The assessment offered serves only to provide ULH&P with an indicative value related to the specific assets involved in this transaction.</p> <p style="text-align: center;">-----</p> <p><u>Transportation Assets and Supply Dispatch:</u></p> <p>Recognizing that UHL&P will provide a worksheet each day indicating ULH&P's desired city-gate dispatch order, Enron will seek to optimize the request by evaluating alternative supply sourcing opportunities. In addition to supply optimization efforts, Enron has determined a value for the transportation assets that are considered excess based on the assumptions noted below.</p> <p>Extrinsic and intrinsic values for excess capacity and supply optimization by season:</p>

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	<table><tr><th>Season</th><th>Intrinsic Values</th><th>Extrinsic Values</th></tr><tr><td>Winter</td><td>0</td><td>\$45,000</td></tr><tr><td>Summer</td><td>\$40,000</td><td>\$116,000</td></tr></table>	Season	Intrinsic Values	Extrinsic Values	Winter	0	\$45,000	Summer	\$40,000	\$116,000
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<u>Storage Contracts:</u>	<table><tr><th>Storage Contract</th><th>Intrinsic Values</th><th>Extrinsic Values</th></tr><tr><td>CGT and TGP Storages</td><td>\$37,340</td><td>\$88,228</td></tr></table> <p>Assumptions:</p> <p>(1.) Intrinsic value assumes ULH&P will ratably inject into each storage account over seven months.</p> <p>(2.) Storage inventories were considered to be 100% depleted during winter months.</p> <p>(3.) Extrinsic values assume the following:</p> <ul style="list-style-type: none">- The viability of an inter-season borrow and payback.- Daily and monthly contract flexibilities allow for the optimization of daily injections and withdrawals over the summer months.- Anticipated gas price volatilities are consistent with historical values.	Storage Contract	Intrinsic Values	Extrinsic Values	CGT and TGP Storages	\$37,340	\$88,228			
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Storage Fill Gas Supply:	Gas supply purchases for the summer storage refill season (April 2002 through October 2002) will be acquired by ULH&P from Enron. ULH&P will determine, prior to the beginning of each summer month, the amount of gas that is required and the pricing methodology desired.									
Hedging:	Any price-hedging required by ULH&P for gas delivery prior to November 1, 2002, other than those price-hedging strategies entered into by ULH&P and its firm gas suppliers prior to the effective day of the agreement, will be performed by Enron.									
Force Majeure	All terms and conditions regarding supply and transportation									

	interruptions are subject to negotiations.
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Exhibit A



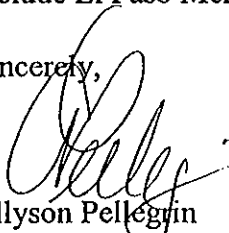
October 31, 2001

Mr. Tom Lawson
The Union Light, Heat and Power Company
139 East Fourth Street, Rm. 470A
Cincinnati, Ohio 4520

Dear Tom,

El Paso Merchant Energy has received and evaluated your request for bids on the assets held by ULH&P and CG&E. We must regretfully and respectfully decline to bid at this time. This bundle of storage and transport assets does not currently fit our needs. We are very appreciative of the opportunity to review your proposal and ask that you continue to include El Paso Merchant Energy in future requests.

Sincerely,


Allyson Pellegrin
Account Manager
North East Mid Marketing

RECEIVED
11-6-01



Shell Trading

Confidential

Mr. Tom Lawson
The Cincinnati Gas & Electric Company / The Union
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201

**Shell Trading Gas
Power Company**
909 Fannin, Suite 700
Houston, TX 77010
(713) 767-5400

October 25, 2001

**RE: CINCINNATI GAS & ELECTRIC / UNION LIGHT,
HEAT, AND POWER RFP**

Dear Mr. Lawson:

Thank you for the opportunity to bid on the proposed assignment and management of assets for the subject companies.

Given the data and term sheet provided, Shell Trading Gas and Power Company (Coral Energy, L.L.C.) is pleased to discuss the outsourcing of all scheduling, balancing, and regulatory filing as required by the agreement. The negotiated fee paid to Shell Trading can be made as a lump sum or \$ / MMBtu arrangement.

Additionally, we would welcome the opportunity to discuss full asset management services. To accurately assess the value of your portfolio, however, we would need to evaluate the following data:

- Load history and design load forecast data
- Details of supply contracts, including delivery points and transfer value
- Class of trade breakdown (%) of load
- MDIQ for FSS storage contracts

We are willing to sign a confidentiality agreement in support of this next step. Upon review of your entire portfolio of agreements, Shell Trading welcomes to opportunity to bid on the entire asset management agreement. Additionally, we can offer unique business alliance structures allowing your business leverage the market knowledge of Shell Trading to minimize commodity prices for your customers.

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Confidential

Mr. Tom Lawson

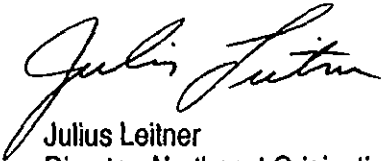
The Cincinnati Gas & Electric Company / The Union

Page 2

Shell Trading has the asset base, as part of the Royal Dutch/Shell Group, and the experience, gained by managing utility, pipeline and storage assets, to be a strong business partner to CG&E and ULH&P. We hope that you will allow us to further explore and evaluate this opportunity.

I have enclosed information to familiarize you with Shell Trading. I will contact you to discuss the next step. Thank you for including Shell Trading in your bid process.

Sincerely,



Julius Leitner
Director, Northeast Origination

—
Enclosures

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MIRANT

Atlanta, GA 30338
1155 Perimeter Center West

October 31, 2001

Mr. Tom Lawson
The Cincinnati Gas & Electric Company
139 East Fourth Street, Rm. 470A
Cincinnati, Ohio 45202
Fax: (513) 287-3768

Dear Tom:

In response to your RFP dated October 22, 2001, I sent you a package via overnight mail which should arrive in your office before noon today. (Please let me know if you do not receive it!) However, in that RFP response, I failed to address two required items: 1) asset management references and 2) financial documentation. Sorry for my initial oversight, but I will address those items below.

Mirant currently provides asset management services for a number of companies. I have listed below a few of these companies and the specific contacts who would be willing to share with you their experiences with Mirant. Please feel free to contact these individuals. If you would like additional names and numbers, please let me know.

Niagara Mohawk	Bob Shanning	Director Gas Supply	(315) 460-4024
Chesapeake Utilities	Jim Moore	Director Gas Supply	(302)734-6797 Ext. 6747
Corning Natural Gas	Russ Miller	Vice President Operations	(607)938-3755 Ext. 205
PSEG	Denise Pocius	Manager Gas Trading	(973) 430-8181
Columbia of Ohio	Brian Lewis	Manager of Gas Supply	(614) 640-6460

In addition, your RFP states that you would like financial documentation and terms and conditions required surrounding "financial assurances". It has been our experience as an asset manager that typically our customers take the lead in directing the requirements around financial assurances. As has been your experience with Mirant in the past, we will provide the reasonable financial assurances required by CG&E and ULH&P. I will personally coordinate with our credit department to assure the financial assurances requirements surrounding these asset management transactions are promptly addressed. Additionally, and as a result of the existing supply arrangements and the associated Parent Guarantees Mirant currently has in place with your companies, you should already have our updated financials. If you require additional financial information, please let me know as soon as possible and I will forward them on to you.

October 31, 2001

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As stated in the overnight package I sent you, I am very confident that you have been more than satisfied with Mirant's performance during the past few years. I can assure you the same unparalleled performance will continue under an asset management arrangement.

Please feel free to phone me at (678) 579-3143 if you have any questions.

Sincerely,



Tim Delay
(678) 579-3143
Vice President - East Origination
Mirant Americas Energy Marketing, LP

cc: Randy Randolph

Note: This proposal sets out certain key terms and conditions that Mirant, based upon current market conditions, believes might be agreeable to CG&E and ULH&P for inclusion in any final, mutually executed agreements on the subject transaction and, as such, does not constitute an offer nor does it obligate either party to proceed further. Certain additional, material terms would have to be negotiated and agreed upon before either Mirant or the CG&E and ULH&P members would incur any contractual obligations to the other, and such further negotiations may necessitate changes to the terms and conditions set out in this proposal.

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October 30, 2001

Mr. Tom Lawson
The Cincinnati Gas & Electric Company
139 East Fourth Street, Rm. 470A
Cincinnati, Ohio 45202

Dear Tom:

In response to your RFP dated October 22, 2001, I have enclosed Mirant's proposal for the management of Union Light, Heat & Power, and Cincinnati Gas & Electric Company's natural gas assets. As you can see in the attached, I have included a number of scenarios whereby Mirant would manage your natural gas assets while maintaining firm city-gate deliveries to each company's desired meter(s). Each of these scenarios varies by the term of the transaction and by the associated monthly payment by Mirant.

For each company, I also added an additional option in the attached proposals for your consideration. This additional option allows us to continue the asset management transaction up to one year after the expiration of the initial term, while submitting an incremental monthly payment to you. Finally, we see incremental value when both CG&E and ULH&P assets are "packaged" together. For example, we are willing to increase our payments to you by \$200,000 per year if we were chosen to manage both the CG&E and the ULH&P natural gas assets. This incremental value has not been incorporated in the figures in the attached proposals.

As we have discussed in the past, I believe there are a select few companies in the industry who can effectively manage your natural gas assets within your requirements. Mirant not only has the required asset management expertise to manage your natural gas assets, we also have history and a proven track record of being a reliable natural gas supplier to your company. I am confident that you have been more than satisfied with Mirant's performance in meeting your gas supply needs during the past few years. I can assure you the same unparalleled performance will continue under an asset management arrangement.

When you get time, please feel free to call me to discuss the attached proposal and any questions you might have. I look forward to working with you on this natural gas asset management transaction.

Sincerely,



Tim Delay
Vice President - East Origination
Mirant Americas Energy Marketing

cc: Randy Randolph



Mirant Americas Energy Marketing LP ("Mirant")

Proposal for Storage and Transportation Management for

Cincinnati Gas & Electric ("CG&E")

Services provided: Mirant will provide natural gas supplies to the city gate to provide full-requirements firm service.

Assignment of Contracts: CG&E will make Mirant agent for (or assign) all transportation, storage and gas supply contracts related to Cincinnati Gas & Electric. This will allow Mirant to manage and optimize the upstream assets.

Load Forecasting: CG&E will provide Mirant a monthly forecast for baseload volumes. In addition, CG&E will provide an updated forecast on a day ahead basis. Each day CG&E will revise the initial monthly forecast for the following day. The updated forecast on Fridays will include the weekend through and including Mondays. Holidays will be treated the same as weekends with the preceding business days forecast to include any holidays.

Commodity Price: All supply volumes for the month that are forecasted by CG&E as baseload volumes will be priced as Inside F.E.R.C. First of the Month index price flat plus all variable costs associated with the transportation of gas to the CG&E city gate. For all volumes burned above CG&E's baseload forecast, CG&E will pay Gas Daily's Midpoint posting, plus variable costs to the CG&E citygate. This pricing will



be based on the least cost routing of CG&E's assets to ensure that CG&E's assets are being dispatched as they normally would. In the case when CG&E's daily requirements are below their First of the Month baseload nomination, CG&E will inject the excess gas into storage or keep Mirant whole for the difference between the First of the Month price and the Gas Daily price.

Existing Storage Balance: CG&E will transfer the existing storage balance at the start of the transaction to Mirant. CG&E will not be charged for storage withdrawals within the limits of their paper balance. CG&E will reimburse Mirant for all variable costs associated with injections and withdrawals to and from storage and transporting to CG&E's citygates.

Nominations/Adjustments: Mirant will make all appropriate upstream pipeline/storage nominations to insure firm deliveries to CG&E's city gate. Mirant will also manage any adjustments or flexibility associated with CG&E's existing gas supply contracts.

Confirmations: Mirant will make all pipeline confirmations on upstream pipelines corresponding with nominations for CG&E's system supply. Mirant assumes no responsibility for any imbalances or financial penalties as a result of any transportation customer activity.

Penalties/Taxes: Each party shall be responsible for any cashouts, imbalance and/or other transportation related penalties attributable to its own actions.

Compensation:

The following chart details the compensation Mirant will pay to CG&E for access to and for the right to manage the specified portfolio resources consistent with the assumptions listed below. These payments would be paid in equal monthly installments.

Annual Compensation:

CG&E	Dec. 1, 2001 through October 31, 2002	Nov. 1, 2002 through October 31, 2003	Nov. 1, 2003 through October 31, 2004
Total Compensation	\$4,000,000	\$4,000,000	\$4,000,000
Levelized Monthly Payment	\$363,636	\$333,333	\$333,333

Term Compensation:

CG&E	Dec. 1, 2001 through October 31, 2002	Dec. 1, 2001 through October 31, 2003	Dec. 1, 2001 through October 31, 2004
Compensation	\$4,000,000	\$8,600,097	\$13,600,107
Levelized Monthly Payment	\$363,636	\$373,917	\$388,574

Mirant Option:

Mirant will pay CG&E an additional \$750,000 for the option to extend this asset management transaction for the period of November 1, 2004, through October 31 2005, at an annual payment of \$4,000,000. Levelized monthly payment would be increased to reflect payment of this option. This option will be exercisable by Mirant on or before August 31, 2004.

This proposal is based on the NYMEX and current basis differentials as of close of trading 10/30/2001 and are subject to change.



ASSUMPTIONS

- The above proposal is based upon load information and pipeline/storage contracts provided by CG&E.
- Pipeline and storage contracts remain constant through the term of the deal.
- Should the pipeline capacity or storage available to Mirant from CG&E be reduced or altered during the term of the agreement, Mirant will adjust the payment associated with the loss/change of capacity and storage. The exact mechanics associated with the adjusted monthly payment will be mutually agreed to by Mirant and CG&E prior to the start of this asset management transaction.
- There have been no costs associated with the Mirant carrying pipeline demand fees.
- Gas nominated must be for CG&E system load only. Swaps and off-system sales are not included in the pricing.
- Any taxes associated with storage remain CG&E's responsibility.
- CG&E has the right to negotiate a basis differential with Mirant to fix any portion of their supply portfolio (price) each month up to noon eastern standard time on the day of prompt month contract day of expiration.
- Any fixed portion of the supply gas price would replace the IF FOM index price according to the same weighting of the indices for this deal.
- If only the basis portion of the price is fixed by the required time, the remaining portion of the price will default to NYMEX settle.
- Any incremental intra-day nomination changes will be at an agreed-upon price.
- All receipt and delivery points remain in place during the term.
- All Storage accounts will be returned to CG&E at a level equal to the storage balance at the beginning of this transaction.

Lawson, Tom

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From: Kyle Hamrick [kwhamrick@duke-energy.com]
: Tuesday, October 30, 2001 5:39 PM
Lawson, Tom
Cc: Todd Blackford; Bob Poston
Subject: Asset Management Proposal



Asset Proposal - No
bid.doc



Master Optimization
Agreement....

Tom,

Please find an attached letter and Master Optimization agreement for your review. Please feel free to contact me at 713-989-0293 should you have any questions or comments. We look forward to the opportunity for further discussions.

Sincerely,

Kyle Hamrick
Director, NE Origination

(See attached file: Asset Proposal - No bid.doc) (See attached file: Master Optimization Agreement.doc)



Mobil

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Tom Lawson
Manager Gas Resources
Cinergy Corp.
139 East Fourth Street, Rm 470A
Cincinnati, Ohio 45202

RE: Asset Management Proposal – via electronic mail

October 30, 2001

Dear Tom:

In response to your Request for Asset Management Proposal dated October 22, 2001, Duke Energy Trading and Marketing (DETM) after extensive analysis and discussion, would suggest an alternative approach to Asset Management Service for Cinergy Corp (Cinergy).

We appreciate the opportunity to supply your natural gas requirements through Asset Management. DETM's approach to this type of service derives value from retention of delivery and storage flexibility. The value derived from that optimization is returned to the customer in the form of an Asset Payment. The ability to provide a full requirements service to Cinergy without the opportunity to maximize the use of Cinergy's assets reduces DETM's ability to offer value for an asset management service.

Please find an attached electronic copy of DETM's Master Optimization Agreement. This is the contract DETM has used on previous and current Asset Management Transactions. Should Cinergy wish to discuss this type of structure in the future, we would be appreciative of that opportunity. We offer our best wishes in your search for an Asset Manager, and sincerely wish for that choice to be Duke Energy.

Duke Energy Trading and Marketing appreciates the opportunity to continue to serve Cinergy and looks forward to meeting with you again in the very near future. Please direct your comments or questions to me at (713) 989-0293 and I would be happy to discuss reasons for not bidding this proposal.

Sincerely,

Kyle Hamrick
Director, NE Origination
kwhamrick@duke-energy.com

Cc: Todd Blackford, Bob Poston

CONFIDENTIAL PROPRIETARY
TRADE SECRET

THE CINCINNATI GAS & ELECTRIC COMPANY'S
AND
THE UNION LIGHT, HEAT AND POWER COMPANY'S
ASSET MANAGER RECOMMENDATION
NOVEMBER 2, 2001

The Gas Resources Department recommends entering into a three-year contract with Mirant Americas Energy Marketing, L.P. (Mirant) to manage The Cincinnati Gas & Electric Company's (CG&E) and The Union Light, Heat and Power Company's (ULH&P) natural gas supply and assets (Asset Manager) subject to finalizing a contract.

The reasons for this recommendation are:

- Mirant offered a superior price while agreeing with CG&E's and ULH&P's terms regarding daily operations and least cost dispatching. Mirant's bid for an 11-month (December 2001 through October 2002) term of \$4.7 million exceeded its nearest competitor by \$1.2 million. By agreeing to a three-year contract CG&E and ULH&P would realize an additional \$1,950,000 over the three-year period, as compared to entering into individual one-year arrangements, assuming that the one-year value (\$4.7 million) would not decrease over the next three years..
- Mirant's credit rating is "investment grade."
- CG&E/ULH&P have a good working relationship with Mirant (formerly known as Vastar then Southern) which has been developed over the past eight years.
- Mirant has experience with similar asset manager arrangements, giving references of five other utility companies. We contacted several of these references, and they provided positive feedback regarding their arrangement with Mirant.

Executive Summary
CG&E and ULH&P
Asset Management Evaluation
November 2, 2001

- Mirant** Highest fixed payment to both companies. (\$4,000,000 CG&E and \$500,000 ULH&P)
Additional \$200,000 dollars if Mirant manages assets for both companies.
Multiple year agreements add additional fixed payments. For the combined companies, a two year deal would be \$5 million per year and a three year deal would be \$5.4 million per year.
Pricing to Mirant will be based on "least cost routing" of assets.
Additional \$850,000 for the option to extend the agreement for the Nov 2004 - Oct 2005 period at an annual payment of \$4,000,000 to CG&E and \$500,000 to ULH&P.
If pipeline and/or storage capacity is reduced or altered then payment from Mirant will be adjusted.
Low credit rating but still considered "investment grade".
- Aquila** Second highest fixed payment. (\$2,975,000 CG&E and \$525,000 ULH&P)
Aquila's offer is based on managing the assets for both CG&E and ULH&P.
Sharing Option: A lower fixed payment (\$2,550,000 CG&E and \$450,000 ULH&P) plus 25% of the first \$4,500,000 of profit and 50% of any profit over \$4,500,000.
Sharing option could increase the value above Mirant's offer if Aquila earns at least \$7.2 million.
Requested right of first refusal for a similar agreement in years 2 and 3.
-
- CM&T** Resubmitted earlier unsolicited offer for \$1,250,000 for both companies
Requested opportunity to match highest bid.
- Williams** Offered \$1,050,000 for CG&E and \$250,000 for ULH&P
Williams would have exclusive option to extend agreement to years 2 and 3.
- Jynegy** Option 1: Storage would be injected at 1/7 each summer month (\$945,000 CG&E and \$105,000 ULH&P)
Option 2: Would price out storage by determining the quantity injected each month after the fact. Adds \$1,650,000 to their offer, making a total of \$2.7 million, but at a potential increase in gas cost to our customers of \$4 million per year.
- Enron** Did not offer a fixed payment to CG&E/ULH&P.
Profit sharing of 60% for CG&E/ULH&P and 40% for Enron.
Enron estimated value of assets between \$800,000 and \$1,300,000. 60% of this would be \$480,000 to \$780,000 for CG&E/ULH&P.
- Sempra** Offered for Columbia Gas and Columbia Gulf assets only. (\$1,200,000 for both companies)
Sempra would retain all capacity for storage injections in the summer, leaving CG&E and ULH&P with no injection or withdraw rights for daily balancing.
Sempra would bill CG&E/ULH&P for injections after the fact, but within limits set by tariff. This has the potential to cost our customers an additional \$4,000,000 based on the summer of 2000.
- Coral** Offered to negotiate price for CG&E and ULH&P to pay Coral for outsourcing purchasing and nominations.
Also offered to negotiate a complete asset management agreement, but did not provide any numbers.
- Duke** Did not bid on asset management deal.
Suggested alternate arrangement where they deliver gas to CG&E/ULH&P citygate based on some index.
- BP** No bid.
- El Paso** No bid.
- Reliant** No bid.

CG&E and ULH&P
Asset Management Evaluation
November 2, 2001

	1 Year		2 Year (Accumulative)		3 Year (Accumulative)		Sharing	Credit Rating	References	Comments
	Paid to CG&E	Paid to ULH&P	Paid to CG&E	Paid to ULH&P	Paid to CG&E	Paid to ULH&P				
Mirant Americas Energy Marketing, L.P.	\$4,000,000	\$500,000	\$8,600,097	\$1,100,002	\$13,600,107	\$1,850,003	No	BBB-	Niagara Mohawk, Co. of Ohio, PSEG	Additional \$200,000 per year to manage both companies' assets. Additional \$850,000 for option to extend to 4th year.
Aquila Energy Marketing Corp	\$2,975,000	\$525,000					Yes	BBB	Northwest Natural, City of Colorado Springs	Profit sharing: \$2,550,000 CG&E and \$450,000 ULH&P plus 25% up to \$4 million and 50% over \$4.5 million.
Cinergy Marketing & Trading *	\$1,062,500	\$187,500					No	BBB+		Requested opportunity to match highest bid.
Williams Energy Marketing & Trading Co.	\$1,050,000	\$250,000	\$2,100,000	\$500,000	\$3,150,000	\$750,000	No	BBB		Williams has option to extend beyond first year.
Dynegy Marketing and Trade	\$945,000	\$105,000	\$1,890,000	\$210,000	\$2,880,000	\$320,000	No	BBB+	Nashville, Rochester Gas & Electric	Dynegy would control storage refill and bill CG&E/ULH&P based on 1/7 refill each month. Additional Fee paid for "storage fill pricing look-back" option, which could raise storage injection costs \$4 million per year.
Enron North America							Yes	BBB+		Sharing: CG&E/ULH&P would receive 60% of profit. Enron estimates value between \$800,000 and \$1,300,000.
Sempra Energy Trading *	\$1,020,000	\$180,000	\$2,210,000	\$390,000	\$3,485,000	\$615,000	No	A		Columbia Assets only. They want total control of storage in summer (we will not be able to balance using CGT Storage). Potential additional storage injection costs of \$4 million per year.
Coral Energy								AAA		No Bid. Offered to provide purchasing & nominations services for a fee.
Duke Energy								A-		No Bid. Suggested a deal where they have total control and we pay an indexed price (Transco Zone 6 in their example.)
BP Energy								AA+		No Bid.
El Paso Merchant Energy Company								BBB+		No Bid.
Reliant Energy Services, Inc.								BBB+		No Bid.

* Did not bid each company separately. Total was split between CG&E (85%) and ULH&P (15%).

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Kern, Jeff L.

From: Gatto, John
: Wednesday, October 31, 2001 10:59 AM
To: Kern, Jeff L.
Subject: Book2.xls



Book2.xls

Jeff - attached are the ratings on the gas marketers. Let me know which suppliers you choose, as we will need to get parent guarantees to cover them.

John D. Gatto

Cinergy Credit - Global Risk Mgmt.

Phone: 859-372-5446

Fax: 859-372-5597

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Counterparty	S&P rating	Comments
Sempra Energy Trading	NR	Offer guaranty provided by Sempra Energy rated A
Aquila Energy Marketing Corp	NR	Offer guaranty provided by Aquila, Inc. rated BBB
BP Energy (what ?)		Offer guaranty provided by BP Corporation North America rated AA+
Coral Energy (what ?)		Offer guaranty provided by Coral Energy, LLC rated AAA
Dynegy Marketing and Trade	NR	Offer guaranty provided by Dynegy Holdings Inc rated BBB+
Duke Energy	A-	(if this is Duke Energy Trading & Marketing)
El Paso Merchant Energy Company	NR	Offer guaranty provided by El Paso Corp rated BBB+
Enron North America	NR	Offer guaranty provided by Enron Corp rated BBB+
Mirant Americas Energy Marketing, L.P.	NR	Offer guaranty provided by Mirant Corp. rated BBB-
Reliant Energy Services, Inc.	NR	Offer guaranty provided by Reliant Resources rated BBB+
Williams Energy Marketing & Trading Co.	NR	Offer guaranty provided by The Williams Co. rated BBB
Cinergy Marketing & Trading	NR	Offer guaranty provided by Cinergy Corp rated BBB+

INVESTMENT GRADE

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Gas Resources Department
Storage Injections
Potential Additional Costs*

	CG&E				Wellhead	ULH&P		Wellhead
	CGT	TGT	Total	FOMI	Cost	CGT	FOMI	Cost
Actual								
Apr-00	202,286	89,229	291,515	\$2.86	\$833,732.90	0	\$2.86	\$0.00
May-00	1,607,561	451,656	2,059,217	\$3.07	\$6,321,796.19	287,813	\$3.07	\$883,585.91
Jun-00	1,473,458	390,616	1,864,074	\$4.35	\$8,108,721.90	184,122	\$4.35	\$800,930.70
Jul-00	1,370,315	451,937	1,822,252	\$4.34	\$7,908,573.68	169,412	\$4.34	\$735,248.08
Aug-00	928,716	474,631	1,403,347	\$3.80	\$5,332,718.60	236,154	\$3.80	\$897,385.20
Sep-00	915,130	385,492	1,300,622	\$4.59	\$5,969,854.98	92,620	\$4.59	\$425,125.80
Oct-00	92,050	21,635	113,685	\$5.25	\$596,847.14	176,514	\$5.25	\$926,700.23
	6,589,516	2,265,196	8,854,712		\$35,072,245.39	1,146,635		\$4,668,975.92
Late Fill Strategy								
Apr-00	0	0	0	\$2.86	\$0.00	0	\$2.86	\$0.00
May-00	0	0	0	\$3.07	\$0.00	0	\$3.07	\$0.00
Jun-00	930,241	0	930,241	\$4.35	\$4,046,549.09	178,835	\$4.35	\$777,933.68
Jul-00	1,886,425	303,099	2,189,524	\$4.34	\$9,502,534.16	322,600	\$4.34	\$1,400,084.00
Aug-00	1,886,425	703,979	2,590,404	\$3.80	\$9,843,535.20	322,600	\$3.80	\$1,225,880.00
Sep-00	1,226,175	681,270	1,907,445	\$4.59	\$8,755,172.55	209,700	\$4.59	\$962,523.00
Oct-00	660,250	576,848	1,237,098	\$5.25	\$6,494,764.50	112,900	\$5.25	\$592,725.00
	6,589,516	2,265,196	8,854,712		\$38,642,555.50	1,146,635		\$4,959,145.68
Additional Cost					\$3,570,310.11	\$290,169.76		

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Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

VIA TELEFAX

November 20, 2001

Mr. Tim Delay
Vice President – East Origination
Mirant Americas Energy Marketing, L.P.
1155 Perimeter Center West
Atlanta, Georgia 30338-5416



Dear Tim:

This letter is to inform you that Mirant Americas Energy Marketing, L.P. ("Mirant") has been awarded the position of managing the natural gas supply and interstate pipeline capacity (Asset Manager) for The Cincinnati Gas & Electric Company (CG&E) and The Union Light, Heat and Power Company (ULH&P).

The term that CG&E and ULH&P have elected based on Mirant's proposal dated October 30, 2001 is for the period beginning December 1, 2001 through October 31, 2003. The total "Term Compensation" that Mirant will pay to CG&E and ULH&P over the 23-month term is \$8,600,097 to CG&E and \$1,100,002 to ULH&P. Also, Mirant will pay an additional \$400,000 which will be allocated between CG&E and ULH&P over the 23-month term based upon Mirant being chosen to manage both CG&E's and ULH&P's natural gas assets. We will require two (2) separate Agreements – one for CG&E and Mirant, and one for ULH&P and Mirant. Our acceptance of Mirant's proposal is subject to the execution of a written agreement that sets forth the parties' rights and obligations.

We greatly appreciate the effort that you and your staff at Mirant demonstrated in submitting a bid for the Asset Manager position under the tight time schedule that was allotted Mirant and the other Asset Manager bidders. We look forward to working with you and your staff in making the function of Asset Manager a success for CG&E's and ULH&P's gas sales customers, as well as for Mirant.

Sincerely,

THE CINCINNATI GAS & ELECTRIC COMPANY
THE UNION LIGHT, HEAT AND POWER COMPANY

A handwritten signature in black ink, appearing to read "John C. Procario".

John C. Procario
Vice President and Chief Operating Officer
Regulated Businesses

TML:mlf

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Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

VIA TELEFAX

November 16, 2001

Ms. Brenda Brooks
Aquila Energy Marketing Corp.
909 Fannin Street
Suite 1850
Houston, TX 77010-1007



Dear Brenda:

I want to thank you for submitting a bid on behalf of Aquila Energy Marketing Corp. (Aquila) to become The Cincinnati Gas & Electric Company's and The Union Light, Heat and Power Company's (jointly called CG&E) manager of natural gas supply and interstate pipeline capacity (Asset Manager). I know that the time allotted all bidders to evaluate our gas supply assets and submit a bid was very short. We appreciate the effort that you and the other members of the Aquila Team demonstrated in order to submit a bid under this tight time schedule.

This letter is to inform you that Aquila was not awarded the job of CG&E's Asset Manager. While Aquila was not chosen as the Asset Manager, it is my hope that CG&E and Aquila will continue the excellent relationship that has been built over the last two years and that we can explore other possible opportunities that will benefit both companies in the future.

Sincerely,

THE CINCINNATI GAS & ELECTRIC COMPANY
THE UNION LIGHT, HEAT AND POWER COMPANY

A handwritten signature in cursive script that reads "Thomas M. Lawson".

Thomas M. Lawson
Manager, Gas Resources

TML:mlf

cc: John Procario

Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

CONFIDENTIAL PROPRIETARY
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VIA TELEFAX

November 14, 2001

Mr. Scott J. LaShelle
Vice President
Sempra Energy Trading
58 Commerce Road
Stamford, CT 06902



Dear Scott:

I want to thank you for submitting a bid on behalf of Sempra Energy Trading (Sempra) to become The Cincinnati Gas & Electric Company's and The Union Light, Heat and Power Company's (jointly called CG&E) manager of natural gas supply and interstate pipeline capacity (Asset Manager). I know that the time allotted all bidders to evaluate our gas supply assets and submit a bid was very short. We appreciate the effort that you and your staff demonstrated in order to submit a bid under this tight time schedule.

This letter is to inform you that Sempra was not awarded the job of CG&E's Asset Manager. While Sempra was not chosen as the Asset Manager, it is my desire that CG&E and Sempra explore in the future other possible opportunities that will benefit both companies.

Sincerely,

THE CINCINNATI GAS & ELECTRIC COMPANY
THE UNION LIGHT, HEAT AND POWER COMPANY

A handwritten signature in cursive script that reads "Thomas M. Lawson".

Thomas M. Lawson
Manager, Gas Resources

TML:mlf

cc: John Procario

Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

VIA TELEFAX

November 14, 2001

CONFIDENTIAL PROPRIETARY
TRADE SECRET



Mr. Frank Vickers
Enron North America
1400 Smith Street
Houston, TX 77002-7361

Dear Frank:

I want to thank you for submitting a bid on behalf of Enron North America (Enron) to become The Cincinnati Gas & Electric Company's and The Union Light, Heat and Power Company's (jointly called CG&E) manager of natural gas supply and interstate pipeline capacity (Asset Manager). I know that the time allotted all bidders to evaluate our gas supply assets and submit a bid was very short. We appreciate the effort that you and your staff demonstrated in order to submit a bid under this tight time schedule.

This letter is to inform you that Enron was not awarded the job of CG&E's Asset Manager.

I hope that Enron's merger with Dynegy will yield positive results for you and Dynegy/Enron.

Sincerely,

THE CINCINNATI GAS & ELECTRIC COMPANY
THE UNION LIGHT, HEAT AND POWER COMPANY

A handwritten signature in cursive script that reads "Thomas M. Lawson".

Thomas M. Lawson
Manager, Gas Resources

TML:mlf

cc: John Procario

Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

CONFIDENTIAL PROPRIETARY
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VIA TELEFAX

November 14, 2001

Mr. Alan R. Killion
Williams Energy Marketing & Trading
One Williams Center
P. O. Box 2848
Tulsa, OK 74101-2848



Dear Alan:

I want to thank you for submitting a bid on behalf of Williams Energy Marketing & Trading (Williams) to become The Cincinnati Gas & Electric Company's and The Union Light, Heat and Power Company's (jointly called CG&E) manager of natural gas supply and interstate pipeline capacity (Asset Manager). I know that the time allotted all bidders to evaluate our gas supply assets and submit a bid was very short. We appreciate the effort that you and your staff demonstrated in order to submit a bid under this tight time schedule.

This letter is to inform you that Williams was not awarded the job of CG&E's Asset Manager. While Williams was not chosen as the Asset Manager, it is my hope that CG&E and Williams will continue the excellent relationship that has been built over the many years and that we can explore other possible opportunities that will benefit both companies in the future.

Sincerely,

THE CINCINNATI GAS & ELECTRIC COMPANY
THE UNION LIGHT, HEAT AND POWER COMPANY

A handwritten signature in cursive script that reads "Thomas M. Lawson".

Thomas M. Lawson
Manager, Gas Resources

TML:mlf

cc: John Procario

CONFIDENTIAL PROPRIETARY
TRADE SECRET

Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

VIA TELEFAX

November 14, 2001

Ms. Kristy Molina
Dynergy Marketing and Trade
1000 Louisiana
Suite 5800
Houston, TX 77002-5050



Dear Kristy:

I want to thank you for submitting a bid on behalf of Dynergy Marketing and Trade (Dynergy) to become The Cincinnati Gas & Electric Company's and The Union Light, Heat and Power Company's (jointly called CG&E) manager of natural gas supply and interstate pipeline capacity (Asset Manager). I know that the time allotted all bidders to evaluate our gas supply assets and submit a bid was very short. We appreciate the effort that you and the other members of the Dynergy Team demonstrated in order to submit a bid under this tight time schedule.

This letter is to inform you that Dynergy was not awarded the job of CG&E's Asset Manager. While Dynergy was not chosen as the Asset Manager, it is my hope that CG&E and Dynergy will continue the excellent relationship that has been built over the many years and that we can explore other possible opportunities that will benefit both companies in the future.

Sincerely,

THE CINCINNATI GAS & ELECTRIC COMPANY
THE UNION LIGHT, HEAT AND POWER COMPANY

A handwritten signature in cursive script that reads "Thomas M. Lawson".

Thomas M. Lawson
Manager, Gas Resources

TML:mlf

cc: John Procario

ASSET MANAGER RFP LOG

Early June, 2003 – Gas Commercial Operations begin establishing procedures and a timeline to issue a Request For Proposal (RFP) to select an Asset Manager for Cinergy effective November 1, 2003. Lawrenceburg Gas Company, omitted in the current Asset Management Agreement, should be included in the RFP.

June 10, 2003 – Gas Commercial Operations met with the Cinergy Purchasing Group to discuss the use of a web-based procurement tool from Pantellos to administer the RFP.

June 20, 2003 – Pantellos' RFX tool was chosen to administer the RFP. This web-based procurement tool establishes an on-line bidding process with document room. All transactions, inquiries and responses may be downloaded for regulatory discovery.

June 24, 2003 – Gas Commercial Operations met with a Credit Risk Manager from Cinergy's Enterprise & Credit Risk Group to discuss which companies to invite to the Asset Management RFP process.

July 11, 2003 – Gas Commercial Operations developed a load profile spreadsheet with six years' data on weather data and GCR/GCA load for CG&E, ULH&P, Lawrenceburg and Brookville gas utilities. All other documents relating to pipeline capacity, natural gas winter supply and draft agreements were prepared for bidder review within the RFX tool.

July 18, 2003 – Gas Operations V.P. agrees to procedures, timeline and participants for Cinergy's Asset Management RFP.

July 23, 2003 – Gas Commercial Operations open the Asset Management RFP by its Manager sending a cover letter via e-mail to the ten invitees detailing the RFP and its administration through Pantellos' RFX.

July 28, 2003 – The RFP cover letter was sent via U.S. mail to the ten invitees.

July 23, 2003 through August 12, 2003 – activity, inquiries and responses of all bidders and Cinergy during the RFP process is available under "activity" in the RFX tool.

August 12, 2003 – After bidding closed at 3:00 pm EDT, Gas Commercial Operations contacted the three bidders, informing each that Cinergy would shortly be in contact with the top bidder to discuss the amount of required secured credit, if any.

A spreadsheet was developed by Gas Commercial Operations which assesses a dollar value of the gas volumes projected to be in Texas Gas and Columbia storage on November 1st based on 8/12 NYMEX close.

August 13, 2003 – Legal, Enterprise & Credit Risk and Gas Commercial Operations met to discuss levels of secured and unsecured financial security from each of the three bidders as evaluated by the Enterprise & Credit Risk Group. Gas Commercial Operations did not divulge the results of the RFP, only the identity of the bidders, and reviewed with the group the spreadsheet developed the prior day on the dollar value of gas projected to be in Texas Gas and Columbia storage as of November 1st. Credit Risk agreed to finalize its assessment as to the levels of secured and unsecured credit it would accept from the three bidders and to communicate this to Gas Commercial Operations.

August 15, 2003 – A Manager from the Enterprise & Credit Risk Group met with Gas Commercial Operations to convey the final assessment of secured/unsecured credit Cinergy would require from the three bidders.

Proliance Energy spoke with Gas Commercial Operations in several telephone conversations regarding the amount of secured credit Cinergy would require to accept Proliance as its asset manager. Proliance objected to the provisions of the spreadsheet calculating the dollar value of storage inventory as valued for November 1st. Proliance's contention is that Texas Gas storage is pulled in the winter and replaced with equivalent volumes the following summer; therefore it is incorrect to assign full value of this storage on November 1st. Gas Commercial Operations countered that Texas Gas has concurred with the possibility for the storage capacity holder to transfer the full winter season storage volume of 2 Bcf on the first day of the winter season; therefore, this represents a liability and obligation on the part of the Asset Manager as of November 1. Proliance stated its willingness to meet in Cincinnati on Monday morning to discuss all issues.

August 18, 2003 – Early this morning, Cinergy contacted Proliance to suggest that in lieu of a mid-day visit by Proliance, the two companies could establish a teleconference to discuss financial assurance issues surrounding the Asset Management RFP. The teleconference was set for 10:00 am EDT. Proliance telephoned several minutes after 10:00 am EDT to state it could not reach its CFO and asked the meeting be postponed until 9:30 am EDT the following day.

August 19, 2003 – Proliance contacted Gas Commercial Operations around 9:30 am EDT to state it was unprepared to discuss the amount of secured credit required by Cinergy. Proliance expressed its concern that it may be unable to satisfy Cinergy with respect to a Letter of Credit, and conveyed its desire to continue good relations between the two companies despite its failure to secure appropriate financial assurance.

The spreadsheet was updated by Gas Commercial Operations assessing a dollar value of the gas volumes projected to be in Texas Gas and Columbia storage on November 1st based on 8/19 NYMEX close.

August 20, 2003 – Gas Commercial Operations sent letters via telefax to Proliance Energy and CM&T detailing the dollar amount of Parental Guaranty and/or Letter of Credit required by Cinergy as of October 10, 2003. The letter had a signature line to indicate agreement by Proliance and CM&T. CM&T signed and returned the letter by telefax on the same day. Proliance did not reply.

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August 22, 2003 – Proliance sent a letter via telefax to Cinergy stating it could not provide a letter of credit for the amount specified in Cinergy's letter of August 20th. Proliance suggested Cinergy could provide \$10 million of unsecured credit to Proliance and Proliance would in turn provide a Letter of Credit for \$10 million. Further, Proliance proposed alternate financial assurance for Cinergy's storage gas. This proposal was unacceptable to Cinergy.

CM&T was informed that Cinergy accepted its bid.

1. Instructions to Bidders

1.1 Acknowledgement

The Cincinnati Gas & Electric Company ("CG&E"), The Union Light, Heat and Power Company ("ULH&P") and Lawrenceburg Gas Company ("LGCo"), [jointly, "Cinergy"], has implemented RFX, a web-based bid management system that makes it easier and more efficient to manage the Request For Proposal (RFP) process. You have been asked to join in this initiative by registering, completing and maintaining your business profile in order to receive web-based RFPs from Cinergy. Your submittals and transmissions are encrypted and completely secure and are visible only to Cinergy and yourself. Additionally, there is no cost to you, the Supplier, to use the system as a Bidder.

All bid responses must be submitted using the RFX solution. If you need technical assistance, please contact Pantellos Support at 1-877-777-4888.

Upon your accepting or declining the invitation to bid and the terms of such invitation the RFX solution will automatically notify Don Schrantz, Sourcing Specialist (513-287-3218), whether or not you will submit a Proposal for the Asset Management (Gas Operations) Project.

1.2 Bid Documents

The following are sections of the Specification and form the Bid Documents:

Prequalification RFX Event

- Section 1 – Instructions to Bidders
- Financial Declaration

RFX Asset Management Project Event

- Section 1 – Instructions to Bidders
- Section 2 – CG&E, ULH&P, LGCo Load Profile
- Section 3 – CG&E, ULH&P, LGCo Winter Supply Contracts
- Section 4 – Draft Asset Management Agreement (for general terms and conditions)
- Section 5 – Pipeline Deliverability Map
- Section 6 – Pipeline Capacity Portfolio Map
- Section 7 – Assignment/Assumption Agreement
- Section 8 – Pricing Sheet

Should the Bidder find discrepancies or ambiguities in, or omissions from, the Bid Documents that might affect price, it shall notify Cinergy at once through RFX. Interpretation or clarification of the Bid

Documents, prior to the proposal due date, will be made only by an addendum duly issued through RFx, by Cinergy, properly numbered and dated, to all Bidders. Any interpretations or clarifications made other than by such documents will not be binding upon Cinergy.

Any Agreement resulting from these Bid Documents will incorporate provisions of the Documents listed above. It shall be assumed that the Bidder agrees to the provisions of said Documents, unless exceptions are specifically and clearly listed in its Proposal. All exceptions must be listed together and specifically identified as Exceptions. THE BIDDER'S PRINTED TERMS AND CONDITIONS ARE NOT CONSIDERED SPECIFIC EXCEPTIONS AND WILL NOT BE ACCEPTED.

1.3 Confidentiality

The attached specification and any information gathered, written or verbal, shall be considered confidential. This information is not to be discussed, shared or used for any purpose other than responding to the Request for Proposal.

1.4 Asset Management Description

Cinergy will release its firm interstate pipeline transportation and storage contracts, and assign its firm gas supplier contracts to the Asset Manager over the term of the Agreement for a monthly payment by the Asset Manager to Cinergy. Under the Agreement, Cinergy will continue its use of optimization, or repath rights to economically dispatch volumes of gas to its city gate on a daily basis.

Cinergy will continue to evaluate its customer load profile and associated peak hour, peak day and seasonal design, and will secure and release to the Asset Manager interstate pipeline capacity that corresponds to the design criteria. Pipelines may limit alternate or secondary receipt and delivery points of this capacity. Consideration should be given to the uncertainty of future interstate pipeline transportation and storage contracts. Requirements for interstate pipeline transportation and storage may change as a result of the on-going retail customer choice program in Ohio. Accordingly, Cinergy cannot agree to any storage plan (i.e., no predetermined storage withdrawal or injection schedule and no guaranty of takes).

The draft Asset Management Agreement provides greater detail on terms, conditions and performances by both parties in the portfolio management service and the delivery of Cinergy's natural gas requirements.

1.5 Bidder Proposal

Bidder proposals must include the following:

- Executive Summary, in 8 pages or less.
- Pricing Sheet completed by Bidder

Bidders are required to prepare their response to this RFP according to these general Instructions to Bidders and the specific instructions contained in the specification sections. However, the proposal must contain the information requested above.

All bid responses, questions, and answers must be submitted using the RFX solution. If you need assistance in your bid submittal or use of the RFX tool, please contact Pantellos Support at 1-877-777-4888. The soft copy of Section 7, Pricing Information, must be prepared using the MS Excel template distributed with this RFP via RFX. All technical and commercial questions shall be addressed to Cinergy using the RFX solution.

1.6 Due Date

The Proposal must be submitted before 3:00 PM EDT on Aug 12, 2003, unless an extension has been granted by Cinergy. Please note that Proposals submitted after this time will not be accepted by RFX or by Cinergy.

1.7 Completeness

Bidders are requested to submit Proposals that are complete and unambiguous without the need for additional explanation or information. Cinergy may make a final determination as to whether a Proposal is acceptable or unacceptable solely on the basis of the Proposal as submitted, and proceed with Proposal evaluation without requesting further information from any Bidder. If Cinergy deems it otherwise desirable and in its best interest, Cinergy may, in its sole discretion, request from Bidders additional information clarifying or supplementing, but not basically changing any Proposal as submitted.

1.8 Additional Information

After the receipt of Proposals, Cinergy may request additional information to clarify the Proposals via questions submitted to Bidders via RFX or in individual meetings with selected Bidders. Cinergy reserves the right to request Proposal clarifications from only those Bidders Cinergy deems in its best interest. The Bidder shall document all clarifications as change pages to the Proposal; the Proposal shall always be consistent.

1.9 Price Information

Pricing information shall appear only where called for in Section 8, Pricing Information, of the Specification. Pricing shall not appear elsewhere in the Proposal.

1.10 Right to Reject

Cinergy reserves the right, at its sole discretion, to reject any or all proposals and to waive irregularities therein.

Each Bidder must agree that such rejection shall be without liability on the part of Cinergy for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against Cinergy because of such rejections. The filing of any Proposal in response to this Request for Proposal shall constitute an agreement of the Bidder to these conditions.

1.11 Owner of Work:

Cinergy Services, Inc., acting as purchasing agent for and on behalf of the Cinergy companies, including but not limited to The Cincinnati Gas & Electric Company (CG&E), The Union Light, Heat and Power Company (ULH&P), and Lawrenceburg Gas Company (LGCo) or each of its properly authorized representatives, successors and assigns.

1.12 Work by Others

Work by others to include Services employees and contracted personnel, acting as agents of Cinergy Services, involved in the implementation of the project under the direction of the Asset Management Project.

1.13 Bid Validity Period

All bids submitted shall be valid for Thirty (30) days after the Proposal due date.

1.14 Price Breakdown

All Bidders shall be prepared to submit a detailed breakdown of all prices shown in Section 8, Pricing Information, upon request by Cinergy.

1.15 Non-Negotiation

It is Cinergy's standing policy that it does not negotiate base price in a competitive bid situation. It is therefore recommended that the Bidders accurately reflect the base price position, consistent with the specification requirements, upon which they desire to be evaluated. Further, Cinergy is unwilling to negotiate its financial security requirement.

1.16 Proposal Distribution

All bid responses, questions, and answers must be submitted using the web-based RFx solution. If you need technical assistance using RFx, please contact Pantellos Support at 1-877-777-4888.

1.17 Key RFP Dates

Schedule of Events	Anticipated Completion Date
RFP Distributed	July 23, 2003
Proposal Due	Aug 12, 2003 3 PM EDT
Project Start	November 1, 2003
Project Finish	October 31, 2004



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Financial Declaration – Asset Management (Gas Operations) Project

In the event of a successful bid, _____
declares its intention to provide Cinergy with assurance of
financial responsibility of the type and form requested by
Cinergy, which Cinergy expects will be a significant amount, for
the period starting November 1, 2003, and continuing through
October 31, 2004.

By: _____

Name: _____

Title: _____

Date: _____

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AGREEMENT BETWEEN

ASSET MANAGER

AND

THE CINCINNATI GAS & ELECTRIC COMPANY

FOR

**PORTFOLIO MANAGEMENT SERVICE AND
THE PURCHASE OF NATURAL GAS**

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**AGREEMENT BETWEEN
ASSET MANAGER
AND
THE CINCINNATI GAS & ELECTRIC COMPANY
FOR
PORTFOLIO MANAGEMENT SERVICE AND
THE PURCHASE OF NATURAL GAS
Hereinafter referred to as the ("Agreement")**

This Agreement is executed and entered into effective as of the 1st day of November 2003 (the "Effective Date"), by and between **ASSET MANAGER** ("_____"), a _____, with its principal place of business being _____ and **THE CINCINNATI GAS & ELECTRIC COMPANY** ("CG&E"), an Ohio Corporation, with its principal place of business being, 139 East Fourth Street, Cincinnati, Ohio 45201. Asset Manager and CG&E are also referred to herein individually as a "Party" and jointly as the "Parties."

WITNESSETH

WHEREAS, CG&E has certain Firm Natural Gas transportation and storage rights, and Gas Supplier Contracts (hereinafter referred to collectively as the "Asset Portfolio") and Gas supply inventories to provide a secure and reliable source of Natural Gas supply for delivery to CG&E; and

WHEREAS, CG&E desires to retain Asset Manager to manage its Asset Portfolio under the terms and conditions of this Agreement in order to optimize the use of such Asset Portfolio; and

WHEREAS, in order to accomplish the results described above, Asset Manager is prepared to provide to CG&E services substantially the same as those embedded in such Asset Portfolio;

NOW, THEREFORE, in consideration of the mutual covenants and benefits to be derived hereunder, CG&E and Asset Manager agree as follows:

**ARTICLE I
Definitions**

Agreement shall mean this document and all attachments and all executed exhibits and confirmations hereto, as each of the same may be amended from time to time.

Asset Portfolio shall mean CG&E's Firm Natural Gas transportation and storage rights and Gas Supplier Contracts as set forth in Exhibit A.

Baseload Gas shall mean the minimum daily volume of Gas, which CG&E commits to purchase each Day of a given Month.

Basis shall mean the physical delivery price difference between Henry Hub and the reference Delivery Point(s).

British Thermal Unit or **Btu** shall mean the quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit.

Business Day shall mean any day Monday through Friday, exclusive of any federal banking holidays.

Capacity Release(s) and or **Release(s)** shall jointly mean those contract rights released to Asset Manager directly as specifically set forth in Article VII of this Agreement.

CGT shall mean Columbia Gulf Transmission Company.

CG&E's City Gate shall mean any interconnection between the facilities of a Transport Provider and the facilities of CG&E.

Day shall mean a period of twenty-four (24) consecutive hours commencing at 10:00 a.m. Eastern Clock Time and ending at 10:00 a.m. Eastern Clock Time on the following day.

Dekatherm or **Dth** shall mean one million Btus.

Delivery Point(s) shall mean the specific point(s) on a Transport Provider's pipeline system at which CG&E has the right to take delivery of Gas and transfer title pursuant to the nomination process.

Eastern Clock Time or ECT shall mean Eastern Standard Time adjusted for Daylight Savings Time.

Event of Default shall mean any occurrence or nonoccurrence specified in this Agreement that allows either Party to terminate this Agreement or require the defaulting Party to cure, or any material breach of this Agreement.

FERC shall mean the Federal Energy Regulatory Commission.

Firm, as applied to a service, shall mean that either Party may interrupt its performance only to the extent caused by an applicable *Force Majeure* event.

Gas and/or Natural Gas shall mean natural gas (including plant residue), manufactured gas and/or synthetic gas that meets the quality specifications set forth in each Transport Provider's FERC Gas Tariff.

Gas Supplier Contracts shall mean those contracts listed on Exhibit A.

KOT shall mean KO Transmission Company.

MDQ shall mean Maximum Daily Quantity.

MMBtu shall mean one million (1,000,000) British Thermal Units.

Month shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

Pipeline Reservation Charges shall mean the fixed charges as set forth in the applicable Transport Provider Tariff or Storage Provider Tariff.

Receipt Point(s) shall mean any point or points on a Transport Provider's pipeline system at which CG&E has the right to receive Gas, such point(s) to be designated by CG&E from time to time.

SCQ shall mean seasonal contract quantity.

Storage Accounts shall mean the accountings performed by Asset Manager for each of the Storage Facilities in which Gas transferred to Asset Manager by CG&E is stored, into which CG&E designates Gas to be injected or out of which CG&E designates Gas to be withdrawn. Such accountings shall reflect both the initial CG&E storage inventory transfer as of December 1, 2001 and all subsequent injections and withdrawals requested by CG&E whether or not such injections or withdrawals actually occur, and the actual storage inventory.

Storage Agreements shall mean those Agreements for Storage Services as defined in the Asset Portfolio and listed on Exhibit A.

Storage Facilities shall mean, collectively, the storage facilities covered by the Storage Agreements.

Storage Provider means any provider of storage services, including, but not limited to, a provider of storage services under the Storage Agreements.

Storage Services shall mean, collectively, the pipeline storage services provided according to a Tariff, covered by the Storage Agreements listed in Exhibit A.

Tariff shall mean the applicable FERC approved Tariff of any Transport or Storage Provider or the applicable Public Utilities Commission of Ohio approved Tariff of CG&E.

TCO shall mean Columbia Gas Transmission Corporation.

TGP shall mean Tennessee Gas Pipeline Company.

TGT shall mean Texas Gas Transmission Corporation.

Title Transfer Point shall mean CG&E's City Gate.

Total Termination Payment will be the sum of the Termination Payments for all transactions terminated pursuant to Article XIX. The Total Termination Payment is a reasonable pre-estimate of the loss suffered and is not intended as a penalty.

Transport Provider shall mean any pipeline transporter of Gas listed in Exhibit A.

Variable Costs shall mean the fuel and commodity charges as set in the applicable pipeline Tariff.

ARTICLE II Term

The Agreement shall be in effect beginning on November 1, 2003 and ending on October 31, 2004, unless terminated sooner pursuant to the provisions of this Agreement.

ARTICLE III Management Fee

A. Asset Manager agrees to pay CG&E, in the form of a Management Fee, _____ per Month starting November 1, 2003 and continuing through October 31, 2004. The Management Fee shall be applied as a credit to Asset Manager's monthly invoice, as described in Article XI, to CG&E for the total gas cost less Pipeline Reservation Charges.

B. It is understood that CG&E's Asset Portfolio may change during the Term of this Agreement due to CG&E's customer choice program and due to certain assets within the Asset Portfolio expiring on or prior to November 1, 2004, and CG&E's bona fide system operational requirements.

C. It is not the intent of this Article III to reduce or enhance the economic value to the Parties, but to allow CG&E to alter the Asset Portfolio based on system operational requirements. Any change to the Asset Portfolio will be made by CG&E based upon system operational requirements and the Management Fee paid by Asset Manager will be adjusted as follows:

1. Reduction to Asset Portfolio:

Any reduction in the Asset Portfolio, excluding Gas Supplier Contracts, listed in Exhibit A will result in Asset Manager charging CG&E for the amount of transportation or storage lost by reducing the Management Fee, starting November, 2003 and continuing through the remaining Term of this Agreement, according to the following schedule:

Asset	Charge per Dth of Decrease	Charge per SCQ of Decrease
KOT FT	\$. /Dth of MDQ	
TGP FT-A	\$. /Dth of MDQ	
CGT FTS-1	\$. /Dth of MDQ	
TCO SST	\$. /Dth of MDQ	
CGT FTS-2	\$. /Dth of MDQ	
TGT FT	\$. /Dth of MDQ	
TGT NNS Nominated	\$. /Dth of MDQ	
TGT Storage NNS Unnominated SCQ		\$. /SCQ
TCO FSS Storage SCQ		\$. /SCQ

Storage Example

TGT NNS Unnominated SCQ decreases by 100,000 Dth with 1 year remaining in the Term of this Agreement:

100,000 Dth X \$. = \$ /12 Months = \$. Therefore, the monthly Management Fee is reduced by \$ per Month beginning November, 2003 through October, 2004.

Transport Example

TGP FT-A MDQ is decreased from 45,000 Dth/day to 40,000 Dth/day on November 1, 2003:

5,000 Dth X \$. X 151 Days per winter season = \$ /12 Months = \$ per month. Therefore, the monthly Management Fee is reduced by \$ per Month beginning November, 2003 through October, 2004.

2. Addition to Asset Portfolio:

Any addition to the Asset Portfolio, excluding Gas Supplier Contracts, listed in Exhibit A will result in Asset Manager paying CG&E, in the form of an increase in the Management Fee on the monthly invoice, for the amount of transportation or storage added starting November, 2002 and continuing

through the remaining Term of this Agreement, according to the following schedule:

Asset	Payment per Dth of Increase
TGP FT-A	(TCO Basis - \$., -500 Leg Basis) – (Variable Costs from TGP Zone 1 to TGP Zone 2)
TGT FT	(TCO Basis - TGT SL Basis) – (Variable Costs from TGT Zone SL to TGT Zone 4)
TGT NNS Nominated	(TCO Basis - TGT SL Basis) – (Variable Costs from TGT Zone SL to TGT Zone 4)
CGT FTS-1	(TCO Basis - CGT Mainline Basis) – (Variable Costs from CGT Mainline to TCO)
CGT FTS-2	(CGT Mainline Basis - CGT Onshore Basis) – (Variable Costs from CGT Onshore to CGT Mainline)

a. Price quotations for each Basis point referenced above will be obtained via the following independent “Natural Gas Brokers”: TFS Energy LLC, Natsource LLC, and Amerex LLC. The Parties shall obtain mid-market term quotes as of the Business Day immediately prior the first day of the Month after the addition becomes effective for Asset Manager and continuing through the remaining Term of the Agreement.

b. The arithmetical average of the physical basis quotes received from the Natural gas brokers will be inserted into the applicable formulas in the table above and utilized for purposes of calculating the increase to the monthly Management Fee.

c. The calculated value based on the schedule stated above for any additions to the Asset Portfolio cannot result in a “decrease” of the monthly Management Fee.

d. Any change in the Asset Portfolio, other than those stated above, will be evaluated by Asset Manager at the time and under the conditions of the requested change. Any increase in storage will be evaluated by Asset Manager at the time of the request. If Asset Manager makes an offer to increase the Management Fee based upon such evaluation, then the Parties shall attempt to mutually agree on the amount of such increase.

e. Anything in this Agreement to the contrary notwithstanding, the formula set forth in Article III, Section 2, shall apply to CG&E pipeline transportation capacity between the amount of capacity released to Asset Manager on November 1, 2003 and any Day thereafter on which additional capacity is released excluding KO Transmission capacity released to Asset Manager, and 540,000 Dth/day. For any capacity greater than 540,000 Dth/day, the Parties shall attempt to mutually agree upon the value of the capacity. Should the Parties fail to reach mutual agreement, Asset Manager shall have no payment obligations for such additional capacity nor shall CG&E be required to release

the additional capacity to Asset Manager. CG&E shall have the right to utilize this additional capacity including the release of such capacity to a party other than Asset Manager.

ARTICLE IV

Firm Sales Delivery Services

Asset Manager shall provide Gas deliveries to CG&E's City Gate to meet CG&E's Gas sales customers hourly and daily Natural Gas requirements, up to the maximum hourly and daily quantity level of the interstate pipeline transportation and storage capacity and withdrawal rights released to Asset Manager hereunder and Firm Gas Supplier Contract entitlements assigned to Asset Manager hereunder. Asset Manager shall comply with CG&E's operational requirements regarding Natural Gas deliveries to CG&E's City Gate as stated in Exhibit B. It is the intention of the Parties that Asset Manager shall plan for and make physical deliveries of Gas as set forth in this Article IV with the same degree of reliability of service that CG&E provided to its Gas sales customers prior to the Effective Date of this Agreement. Any quantities of Natural Gas required by CG&E in excess of CG&E's contract entitlements with the interstate pipelines and, if applicable, Firm Gas Suppliers will be provided on a commercially reasonable basis to CG&E's City Gate by Asset Manager at mutually agreed upon prices as described in Article V.

ARTICLE V

Gas Supply Purchases

A. CG&E will identify the daily quantity of Gas that it will purchase, and the interstate pipeline transportation, storage rights, Gas Supply inventory and Gas supplies to determine the delivered cost of Gas at CG&E's City Gate. This determination of Gas quantities and costs will be referred to as Virtual Dispatching and may differ substantially from the actual dispatching determined by Asset Manager. CG&E will pay Asset Manager for all Gas purchased for CG&E's City Gate delivery and/or for interstate pipeline storage injection based on the Virtual Dispatching. CG&E's Virtual Dispatch of Gas will be based on: (i) CG&E's City Gate operational requirements; and, (ii) the least cost route to CG&E's City Gate, and the contractual and Tariff limits of CG&E's interstate pipeline contracts and Gas Supplier Contracts.

B. CG&E will notify Asset Manager, on or before 1:00 p.m. ECT, one (1) Business Day prior to the New York Mercantile Exchange (NYMEX) settlement for each applicable Month during the Term of this Agreement, the Baseload Gas supply that CG&E commits to purchase throughout the next Month from Asset Manager and/or from the Gas Supplier Contracts assigned to Asset Manager. It is understood that CG&E will be invoiced according to CG&E's Virtual Dispatching. However, Asset Manager will decide, in its sole discretion, the actual dispatching of Gas to serve CG&E's City Gate operational requirements.

C. CG&E will determine and notify Asset Manager, on or before 1:00 p.m. ECT, one (1) Business Day prior to the NYMEX settlement for each applicable Month during the term of this Agreement, the volume of Baseload Gas, not to exceed the Baseload Gas included in existing Gas Suppliers Contracts, that will be priced at the *Inside FERC* First of the Month Index Price and the *Gas Daily* Index Price for each of the interstate pipelines transportation contracts CG&E will utilize to determine the price of the Baseload Gas.

D. CG&E will notify Asset Manager, on or before 1:00 p.m. ECT, one (1) Business Day prior to the NYMEX settlement for each applicable Gas Month during the Term of this Agreement, the price it will pay (either the appropriate *Inside FERC* First of the Month Index price or *Gas Daily* Index Midpoint price), for all Natural Gas purchases above Baseload Gas, hereinafter referred to as Swing Gas. The Virtual Dispatching of Swing Gas will be determined daily. CG&E will notify Asset Manager before 8:30 a.m. ECT of the Virtual Dispatch of Swing Gas for the following Gas Day.

E. CG&E will keep Asset Manager "whole" for any Swing Gas that CG&E has designated to be purchased utilizing the *Inside FERC* First of the Month Index price or, if applicable, Fixed Price, but that is not Virtually Dispatched by CG&E. Keeping Asset Manager whole, requires CG&E to pay the difference between *Inside FERC* First of the Month Index price (or Fixed Price) and the applicable *Gas Daily* Index Price for the Gas Day to the extent that CG&E did not Virtually Dispatch the Swing Gas (priced at *Inside FERC* First of the Month Index price), when the *Gas Daily* Index price is less than the first of the Month Index price.

F. Gas supply purchases made by CG&E for the 2003-2004 Winter Season (November, 2003 through March, 2004) are identified in the Firm Gas Supplier Contracts that will be assigned to Asset Manager under this Agreement. CG&E will identify any price-hedging that has been previously contracted for and is included within the Firm Gas Supplier Contracts assigned to Asset Manager. Any additional Gas supply purchases required by CG&E during the 2003-04 Winter Season shall be acquired through Asset Manager based upon mutually agreed upon terms and conditions. If CG&E and Asset Manager cannot agree on the terms and conditions for the required additional gas supply purchases, then CG&E shall have the right to purchase the additional Gas from another party besides Asset Manager. If the additional supply acquired by CG&E from a Party other than Asset Manager is associated with a specific receipt point on a Transport Provider listed in Exhibit A (e.g., TGT – Receipt Point – Transok), then Asset Manager will allow CG&E access to the specific receipt point on the Transport Provider listed in Exhibit A and Asset Manager shall transport this additional gas supply to CG&E's city gate.

G. Gas supply purchases made by CG&E for the 2004 Summer Season (April, 2004 through October, 2004) may be acquired through Asset Manager based on market prices for *Inside FERC* First of the Month Index price and/or *Gas Daily* Index price, or another Natural Gas pricing mechanism that is mutually agreeable to CG&E and Asset Manager. CG&E will determine prior to the beginning of each Summer Season Month the amount

of Gas that will be priced at *Inside FERC* First of the Month Index price and the *Gas Daily* Index price. Any price-hedging required by CG&E for Gas delivery prior to November 1, 2003, other than those price-hedging transactions entered into by CG&E and its Firm Gas Suppliers prior to the effective date of this Agreement, will be performed by Asset Manager. CG&E will determine the Natural Gas price-hedging strategies for its Gas supply purchases. CG&E will coordinate with Asset Manager the type of price-hedging tools to be used (e.g., fixed price, collars and caps), the amount of Gas supply to be hedged, and the term of the price hedged. Asset Manager will provide, if available, documentation supporting the cost of price hedging tools purchased by Asset Manager for CG&E.

H. For deliveries commencing on and subsequent to November 1, 2003, CG&E will have the option to purchase Gas from suppliers other than Asset Manager. If CG&E chooses to purchase Gas from other suppliers, CG&E will have the option to hedge prices through those suppliers. CG&E will assign any and all Gas Supplier Contracts commencing on, or after, November 1, 2003 to Asset Manager. CG&E will Virtually Dispatch these assigned Gas Supplier Contracts.

I. CG&E will reimburse Asset Manager for all, then effective, charges applicable to the purchase and transportation of Gas supply volumes to CG&E's City Gate and/or to interstate pipeline storage that CG&E "Virtually Dispatched" as described above. This includes any Gas Supplier Reservation Charges to be paid to CG&E's Gas Suppliers under contract, commodity charges, including but not limited to charges, (priced at *Inside FERC* First of the Month Index price and the *Gas Daily* Index price), any price-hedging authorized by CG&E, and interstate pipeline variable charges, including fuel, based on CG&E's "Virtual Dispatching" of Baseload Gas and Swing Gas supply.

ARTICLE VI

Applicable Indices

In the event the indices applicable to pricing for this Agreement are no longer published, the Parties will negotiate in good faith to agree upon a mutually satisfactory replacement Index that is still in publication. Should the Parties not reach a mutually acceptable decision on a replacement publication, then this matter shall be arbitrated according to the provisions in Article XXIII. The effective date of such replacement Index shall be the first Day of the Month for which the original Index was no longer published.

ARTICLE VII

Release of Capacity and Assignment of Contracts

A. CG&E shall release its firm interstate pipeline transportation and storage capacity and assign its Gas Supplier Contracts listed in Exhibit A to Asset Manager over the Term of this Agreement in exchange for the Management Fee paid by Asset Manager to CG&E. CG&E shall be deemed to retain ownership of any gas that is in any storage facility at the beginning of the term of the Agreement. As security for the performance of

Asset Manager's obligations under this Agreement, Asset Manager hereby grants to CG&E a first priority security interest in and to any and all rights Asset Manager has (i) in the Gas Supplier Contracts at such time as they are assigned to Asset Manager and (ii) the physical Natural Gas inventory stored by Asset Manager under such Gas Supplier Contracts at any time during the Term of this Agreement (the "Collateral"). Asset Manager hereby authorizes CG&E, pursuant to Article 9 of the Uniform Commercial Code as it is currently in effect (the "UCC") and any applicable statutes, to take any such action and to make any and all filings necessary for CG&E to perfect its first priority security interest in the Collateral. In addition to any other rights it may have under this Agreement, CG&E shall have all the rights and remedies afforded to it under the UCC for the realization of the security granted herein.

B. CG&E shall continue to evaluate its customer load profile and associated peak hour, peak Day and seasonal design, and shall secure and release to Asset Manager interstate pipeline transportation and storage capacity that is necessary to serve the design criteria valued as provided in Article III.

C. In regard to CG&E releasing to Asset Manager CG&E's firm interstate pipeline transportation and storage capacity and assigning to Asset Manager its Gas Supplier Contracts, CG&E and Asset Manager agree to the following procedure:

1. CG&E will release all Firm interstate pipeline transportation and storage capacity to Asset Manager for the Term of this Agreement with provisions that allow CG&E to recall the interstate pipeline capacity on twenty-four (24) hours notice with no reput rights to Asset Manager in the event of a default by Asset Manager as described in Article XIX, Asset Manager not providing CG&E a satisfactory Gas Supply and Transportation Plan as described in Article IX, or termination of this Agreement before the end of the Term.
2. For those Firm interstate pipeline contracts under which CG&E pays maximum Tariff rates, CG&E will enter into a pre-arranged release with Asset Manager at the pipeline's maximum rate(s). Because the pre-arranged release will be at maximum rate, the release will be posted on the interstate pipeline's Electronic Bulletin Board (EBB) for notice purposes only.
3. For those Firm interstate pipeline contracts under which CG&E pays less than maximum Tariff rate(s), CG&E will do a pre-arranged release with Asset Manager and post on the interstate pipeline's EBB at the discounted rate for competitive bidding, with the condition that Asset Manager has the right to match the best bid. When applicable, Asset Manager will match the best bid received by the interstate pipeline for CG&E released capacity.
4. CG&E shall fully reimburse Asset Manager for matching the best bids as set forth in the preceding paragraph. CG&E shall also fully reimburse Asset Manager for all costs and charges associated with CG&E's Firm Supply

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Contracts, as listed on Exhibit A attributable to Virtual Dispatching by CG&E as described in Article V.

5. Subject to the cooperation of third parties in which Asset Manager shall use its best efforts to secure the cooperation of such parties, Asset Manager agrees to return to CG&E all released firm interstate pipeline transportation, storage capacity, storage account balances and assigned Firm Gas Supplier Contracts immediately upon receiving notice from CG&E in event of a default by Asset Manager as described in Article XIX, Asset Manager not providing CG&E a satisfactory Gas Supply and Transportation Plan as described in Article IX or termination of this Agreement before the end of the Term.
6. Unless mutually agreed to by the Parties, Asset Manager will not change the "primary" receipt and delivery points specified in CG&E's Firm interstate pipeline transportation and storage contracts.

D. CG&E shall be entitled to interstate pipeline refunds or credits, if any, that accrued prior to the Effective Date of this Agreement or in connection with the release of capacity to Asset Manager under this Agreement. For any other refunds or credits that accrue after the Effective Date of this Agreement, CG&E shall be entitled to that portion of such refunds or credits attributable to the Virtual Dispatching of transportation and storage withdrawals and injections by CG&E. CG&E shall pay to Asset Manager, if refunds or credits are paid to CG&E, or Asset Manager shall retain, if refunds or credits are paid to it, all other refunds or credits paid by a pipeline pursuant to Asset Manager's use of the assets under this Agreement. CG&E will be entitled to 100% of interstate pipeline refunds that are attributed to the Pipeline Reservation Charges. The Parties shall make reasonable efforts to make all refunds and credits payable or reflected in the next Month's invoice, as provided for in Article XI.

E. The release to Asset Manager is intended to represent, as operationally feasible, all of CG&E's transportation and storage assets, except for those services that, under current Tariffs, may not be released or as described in Article III. B. CG&E hereby represents and warrants that it owns or controls all such releasable transportation and storage assets, as listed on Exhibit A. Provided that Asset Manager is in compliance with this Agreement, CG&E shall not terminate or materially modify or amend any contract or agreement listed on Exhibit A such that Asset Manager's ability to render Firm service or realize value hereunder is reduced in any way without prior consultation with Asset Manager. The Parties shall negotiate appropriate and comparable adjustments if Asset Manager's ability to render service or realize value is reduced as the result of an action taken by CG&E that modifies or amends any contract or agreement listed on Exhibit A, and if unable to reach agreement, the appropriate adjustments shall be submitted to arbitration pursuant to Article XXIII.

ARTICLE VIII
Daily Nominations

A. CG&E shall provide Asset Manager daily load forecasts and dispatching priorities by 8:30 a.m. (ECT). This shall include the load requirements for CG&E's north and south systems, as well as the minimum/maximum flow constraints for said north and south systems. Asset Manager will transmit the nominations and scheduling to the interstate pipelines on which CG&E has released transportation and storage capacity to Asset Manager. In addition, CG&E shall notify Asset Manager of all known intra-day changes to firm requirements at CG&E's City Gate. Asset Manager shall provide CG&E as many intra-day nomination changes as are allowed by Transport Provider's Tariff on which Asset Manager is the managing authority for CG&E.

B. The price for intra-day nomination changes shall be as agreed upon by the Parties, or as specified in CG&E's Gas Supplier Contracts.

C. Asset Manager will make all appropriate upstream pipeline/storage nominations to insure Firm deliveries to the CG&E City Gate.

ARTICLE IX

Storage Inventory, Utilization and Refill

A. In connection with CG&E's release to Asset Manager of its Storage Agreements, as defined in the Asset Portfolio, in accordance with Article VII of this Agreement, the Gas balances shown in CG&E's Storage Account as of November 1, 2003 shall be transferred to Asset Manager and become the initial CG&E Storage Account Balances. Asset Manager will manage the transferred physical Natural Gas storage inventories with the various interstate pipelines. It is the intention of the Parties that Asset Manager shall be required to make and plan for physical deliveries of Gas as set forth in Article IV with the same degree of reliability of service that CG&E provided to its Gas sales customers prior to the Effective Date of this Agreement. CG&E will maintain an inventory ledger of the transferred interstate pipeline storage inventory reflecting CG&E's Virtual Dispatching of storage withdrawals and injections that were designated by CG&E or were the result of no notice service to balance CG&E's City Gate deliveries. Asset Manager has the obligation to meet CG&E's daily physical load requirements that are currently met with interstate pipeline storage up to the level of the contractual rights released to Asset Manager. CG&E will be charged only variable costs associated with the transportation of Gas from storage to CG&E's City Gate, when withdrawing Gas from the Virtual Storage inventory. Asset Manager grants CG&E the right to receive, pursuant to Article VIII at CG&E's City Gate, equivalent quantities of Gas (less applicable fuel charges) as set forth in the paragraph below. This transfer is a like kind transfer of equal quantities less applicable fuel charges, with no cash sale price. Asset Manager shall have the option at all times to deliver Firm Gas to CG&E's City Gates in lieu of Gas withdrawn directly from the pipeline storage cavern.

B. CG&E shall have the right to designate quantities of Gas to be injected into, or withdrawn from, storage. CG&E will create a storage injection and withdrawal plan that is within pipeline Tariff constraints and will share this plan with Asset Manager. It is understood that actual storage injections and withdrawals could differ from the plan, due

to no notice injections and withdrawals. Because of these actions, CG&E's plan will be re-evaluated monthly. Asset Manager has the right, subject to CG&E's right to receive storage withdrawals (which quantities may be supplied from other sources) and limitations contained in the Tariffs, to actually inject, withdraw and sell Gas from the released storage capacity as it sees fit. Asset Manager will provide to CG&E on a daily basis, if requested by CG&E, the actual quantities held in storage at that specific point in time. Asset Manager will report to CG&E monthly, by Storage Service, the CG&E Storage Account levels, and the ratchets applicable to such inventories. Asset Manager will also report monthly, Asset Manager's Storage Accounts which shall show the actual physical status of the assets, including actual storage inventory levels, injection and withdrawal rights and applicable ratchets. The format for such reports will be agreed upon by both Parties and may be changed, if agreed to in writing by both Parties, from time to time. If the actual Firm deliverability to CG&E's City Gate at any point in time is less than the Firm deliverability based on CG&E's Virtual Balance in storage, then Asset Manager shall provide, within two (2) Business Days from the request, CG&E with a Gas supply and transportation plan that maintains deliverability to the CG&E City Gate within Transport and/or Storage Provider's then current tariffs based on CG&E's Virtual Balance in storage. If Asset Manager fails to provide a plan that maintains the Firm deliverability to CG&E's City Gate, then CG&E shall have the right to recall the necessary interstate transportation and storage in Exhibit A until Asset Manager provides a plan that maintains the Firm deliverability to CG&E's City Gate. Asset Manager agrees that if CG&E recalls storage capacity, title to CG&E's natural gas stored in that capacity shall also immediately revert to CG&E. Asset Manager shall provide such Virtual Plan, in writing, to CG&E upon request.

C. Asset Manager shall manage the actual Natural Gas storage inventories in the Storage Facilities such that the actual Storage Accounts equal the Storage Accounts at the end of the Day on October 31, 2004. Asset Manager shall transfer such actual inventories back to CG&E effective November 1, 2004. If the actual inventory level in any Storage Facility is less than the Virtual Inventory level in such Storage Facility at the end of the Day on October 31, 2004, then Asset Manager shall pay CG&E for the volume shortfall as follows:

1. Shortfall less than 10 percent of Virtual Inventory level: first of the month index published in Inside FERC Natural Gas Report, "Prices of Spot Gas Delivered to Pipelines", Columbia Gulf Transmission Co., Onshore Louisiana Index, for November, 2004, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation costs, plus fuel, to CG&E's city gate; multiplied by the volume shortfall. Any increment beyond the 10 percent volume shortfall, Asset Manager shall deliver the volume shortfall, in kind, on the applicable Transport/Storage Provider pipeline as follows: (a) for TGT, Asset Manager will deliver to CG&E's City Gate and (b) for TCO, Asset Manager will deliver to either the TCO Appalachia (Pool) or the TCO interconnect with CGT at Leach, Kentucky. Asset Manager shall deliver such volume shortfall during December 2004 and January 2005 for twenty (20) Days in each month as specified by CG&E.

Payment for any shortage as described above will be credited to CG&E's October 2004 Gas invoice from Asset Manager.

D. In the event of a default by Asset Manager as described in Article XIX or termination of this Agreement before the end of the Term, Asset Manager shall, upon 24 hours notice by CG&E, transfer to CG&E the actual Gas inventories in the Storage Facilities. If, at the time of such transfer, the actual inventory in any Storage Facility does not equal the Virtual Inventory in such Storage Facility, then the Parties shall compensate for the difference(s) as follows:

1. If the actual inventory exceeds the Virtual Inventory, then, within thirty (30) Days after the transfer, CG&E shall, at its option, exercisable within five (5) Business Days after such transfer, either:
 - a. Deliver to Asset Manager, an amount of Gas equal to the excess inventory, at a mutually agreeable location; or
 - b. Compensate Asset Manager for the excess inventory at the following price(s) as applicable on the date of inventory transfer: (i) for TGT storage, the *Gas Daily* "Dominion (delivered)" daily index price (i.e., the *Gas Daily* price applicable at Lebanon, Ohio); and (ii) for TCO storage, the *Gas Daily* "Columbia APP" daily index price.
2. If the Virtual Inventory exceeds the actual inventory, then, within thirty (30) Days after the transfer, Asset Manager shall, at CG&E's option, exercisable within five (5) Business Days after such transfer, either:
 - a. Deliver to CG&E an amount of Gas equal to the inventory shortfall at a time and location mutually agreed upon by the Parties; or
 - b. Compensate CG&E for the shortfall in inventory at the greater of CG&E's purchase price for the Virtual Inventory as shown in the applicable Virtual Storage Account, or the following price(s) as applicable on the date of inventory transfer: (i) for TGT storage, the *Gas Daily* "Dominion (delivered)" index price (i.e., the *Gas Daily* price applicable at Lebanon, Ohio); and (ii) for TCO storage, the *Gas Daily* "Columbia APP" daily index price.

Any amount owed by Asset Manager shall be credited to CG&E's Gas invoice from Asset Manager for the period in which the transfer of inventories occurs.

E. In the event of a default by CG&E as described in Article XIX or termination of this Agreement before the end of the Term, Asset Manager shall, upon 24 hours notice by CG&E, transfer to CG&E the actual Gas inventories in the Storage Facilities. If, at the time of such transfer, the actual inventory in any Storage Facility does not equal the

Virtual Inventory in such Storage Facility, then the Parties shall compensate for the difference(s) as follows:

1. If the actual inventory exceeds the Virtual Inventory, then, within thirty (30) Days after the transfer, CG&E shall, at Asset Manager's option, exercisable within five (5) Business Days after such transfer, either:
 - a. Deliver to Asset Manager, an amount of Gas equal to the excess inventory, at a mutually agreeable location; or
 - b. Compensate Asset Manager for the excess inventory at the following price(s) as applicable on the date of inventory transfer: (i) for TGT storage, the *Gas Daily* "Dominion (delivered)" daily index price (i.e., the *Gas Daily* price applicable at Lebanon, Ohio); and (ii) for TCO storage, the *Gas Daily* "Columbia APP" daily index price.
2. If the Virtual Inventory exceeds the actual inventory, then, within thirty (30) Days after the transfer, Asset Manager shall, at its option, exercisable within five (5) Business Days after such transfer, either:
 - a. Deliver to CG&E an amount of Gas equal to the inventory shortfall at a time and location mutually agreed upon by the Parties; or
 - b. Compensate CG&E for the shortfall in inventory at the greater of CG&E's purchase price for the Virtual Inventory as shown in the applicable Virtual Storage Account, or the following price(s) as applicable on the date of inventory transfer: (i) for TGT storage, the *Gas Daily* "Dominion (delivered)" index price (i.e., the *Gas Daily* price applicable at Lebanon, Ohio); and (ii) for TCO storage, the *Gas Daily* "Columbia APP" daily index price.

Any amount owed by Asset Manager shall be credited to CG&E's Gas invoice from Asset Manager for the period in which the transfer of inventories occurs. Any amount owed by CG&E shall be included in CG&E's Gas invoice from Asset Manager for the period in which the transfer of inventory occurs.

ARTICLE X

Passage of Title

Title to the Gas covered by the CG&E Storage Agreements released to Asset Manager shall pass from CG&E to Asset Manager on the Day on which the Capacity Release(s) is effective. Title to Gas delivered to CG&E under the provisions of Article IV shall pass from Asset Manager to CG&E when delivered to the Delivery Point(s). The Party who has title to the Gas at any time shall be deemed to be in control and possession of the Gas, and shall be responsible for (i) any damage or injury caused thereby, and (ii) all charges, expenses, fees, taxes, damages, injuries, and other costs incurred in connection with or attributable to the purchase and handling of Gas, except

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that CG&E shall fully reimburse Asset Manager for (i) any ad valorem or similar taxes that would be levied on the volume of the Gas in the CG&E Storage Agreements, if that volume of Gas were actually in storage (i.e., based on the Virtual Storage Accounts) and (ii) any sales tax assessed in connection with the release of the CG&E Storage Agreements to Asset Manager. Each Party shall indemnify, defend, and hold the other harmless from all such charges, expenses, fees, taxes, damages, injuries, and other costs.

ARTICLE XI
Invoicing Requirements

A. Each Month, CG&E will prepare a worksheet that will reflect for the preceding Month, its deemed total cost of Gas based on CG&E's hourly and daily dispatching of supply as if it had been done without Asset Manager managing CG&E's Gas supply assets. This worksheet will be the basis for Asset Manager's charges for the Gas it delivers to CG&E's City Gate. On or before the thirteenth (13th) day of each Month during the Term of this Agreement, CG&E will provide this worksheet to Asset Manager for billing purposes. Each Month during the Term of this Agreement, Asset Manager shall submit to CG&E an invoice no later than the twentieth (20th) day of the month for the preceding Month's activity reflecting the total Gas costs shown on the worksheet. Asset Manager will invoice CG&E for reimbursement of Pipeline Reservation Charges separately, according to the terms of each Transport or Storage Provider contract. Any charges billed by CG&E's interstate pipelines or Firm Gas Suppliers that are not the result of CG&E's daily dispatching (as reflected on the worksheet) or are not minimum billing or Reservation Charges will be the responsibility of Asset Manager. Such other charges not caused by CG&E, include, but are not limited to, interstate pipeline overrun charges, imbalance charges and penalties.

B. Attached to its invoice, Asset Manager will provide CG&E with the appropriate records and documentation for all costs billed by Asset Manager to CG&E including, but not limited to, interstate pipeline charges, gas supplier charges, and other costs associated with this Agreement so that CG&E may fulfill its regulatory reporting requirements.

ARTICLE XII
Payment

A. CG&E shall pay Asset Manager all undisputed amounts no later than the twenty-fifth (25th) day of the Month following delivery via wire transfer at the address specified in Article XIII. If CG&E disputes, in good faith, any portion of Asset Manager's invoice, CG&E shall notify Asset Manager in writing, prior to the due date of the disputed invoice, the reasons therefore and the Parties shall negotiate in good faith to resolve such dispute. If it is determined that any disputed amount is owed to Asset Manager, then CG&E shall pay such amount, plus interest, at the rate specified below from the date the payment was originally due.

B. Interest on late payments by either Party shall accrue from the due date until the date of payment at a rate equal to the lower of: (i) the then-effective prime rate of interest

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published under "Money Rates" in *The Wall Street Journal*, plus two percent (2%) per annum, compounded monthly or, (ii) the maximum applicable lawful interest rate allowed in Ohio.

C. In the event that each Party owes payment under this Agreement to the other in the same Month, the amounts due shall be netted against each other with the result that only the Party owing the greater amount shall make payment and only to the extent of the net amount due, plus any interest due as determined by this Article XII.

ARTICLE XIII
Wiring Instructions

Asset Manager's and CG&E's designated addresses for all wire transfers related to this Agreement shall be:

Asset Manager:

Account Name:
ABA #
Account Number

CG&E:

PNC Bank, Ohio
Account Name: The Cincinnati Gas & Electric Company
ABA #042000398
Account Number 4060078836

ARTICLE XIV
Contacts and Notices

Asset Manager's and CG&E's designated contacts for all notices related to this Agreement shall be:

Asset Manager:

Notices:

Account Manager
Wk Phone:
Hm Phone:
Cell:

Fax:
E-mail:

Operations Primary:
Wk Phone:
Hm Phone:
Cellular:
Fax:
E-mail:

Secondary:
Wk Phone:
Hm Phone:
Cellular:
Fax:
E-mail:

CG&E:

Notices: The Cincinnati Gas & Electric Company

Attn: Jim Henning, Manager, Gas Commercial Operations
139 East Fourth Street
Cincinnati, OH 45202
Phone: (513) 287-4078
Fax: (513)-287-2938

Operations: Primary: Doug Vaught
Wk Phone: (513) 287-2559
Cellular: (513) 639-3388
Fax: (513) 287-1223
E-mail: dvaught@cinergy.com

Secondary: Jeff Kern
Wk Phone: (513) 287-2837
Fax: (513) 287-3768
E-mail: jlkern@cinergy.com

ARTICLE XV
Representations and Warranties

A. As a material inducement to entering into this Agreement, Asset Manager represents and warrants to CG&E as of the date of the execution and delivery of this Agreement as follows:

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1. There are no suits, proceedings, judgments, rulings or orders by or before any court or any governmental authority to which Asset Manager is a party that materially adversely affects (a) its ability to perform its obligations under this Agreement, or (b) the rights of CG&E hereunder.
2. Asset Manager is duly organized, validly existing, and in good standing under the laws of the State of _____, and it has the legal right, power, authority, and is qualified to conduct its business, to execute and deliver this Agreement, and perform its obligations under the same, and all regulatory authorizations have been obtained and/or maintained, as required, for it to legally perform its obligations hereunder.
3. The making and performance by Asset Manager of this Agreement is within its powers, has been duly authorized by all necessary action on its part, and does not and will not violate any provisions of its incorporation or other formation, as applicable, or any other of its governing documents, nor will the making or performance of this Agreement violate (a) any agreement or instrument to which Asset Manager is a party or is bound, (b) any material provisions of any judgment, decree, or judicial order applicable to Asset Manager, (c) any provision of law or any rule, regulation or administrative order presently in effect and applicable to Asset Manager or its governing documents. To the best of Asset Manager's knowledge and belief, no consents of third parties, whether private, judicial, or public are required under any agreement or instrument to which Asset Manager is a party or is bound, provided however, that if, after the execution hereof, any such third party consents are deemed to be necessary in order to effectuate the purposes and intent of this Agreement, then Asset Manager shall use commercially reasonable efforts to promptly obtain such consents.
4. This Agreement when entered into constitutes a legal, valid and binding act and obligation of Asset Manager, enforceable against it in accordance with its terms, subject to principles of equity and bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally.
5. There are no bankruptcy, insolvency, reorganization, receivership or other arrangements or proceedings pending or being contemplated by Asset Manager, or to its knowledge, threatened against Asset Manager.

B. As a material inducement to entering into this Agreement, CG&E represents and warrants to Asset Manager as of the date of the execution and delivery of this Agreement as follows:

1. There are no suits, proceedings, judgments, rulings or orders by or before any court or any governmental authority to which CG&E is a party that materially adversely affects (a) its ability to perform its obligations under this Agreement, or (b) the rights of Asset Manager hereunder.

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2. CG&E is duly organized, validly existing, and in good standing under the laws of the State of Ohio, and it has the legal right, power, authority, and is qualified to conduct its business, to execute and deliver this Agreement, and perform its obligations under the same, and all regulatory authorizations have been obtained and/or maintained, as required, for it to legally perform its obligations hereunder.
 3. The making and performance by CG&E of this Agreement is within its powers, has been duly authorized by all necessary action on its part, and does not and will not violate any provisions of its incorporation or other formation, as applicable, or any other of its governing documents, nor will the making or performance of this Agreement violate (a) any agreement or instrument to which CG&E is a party or is bound, (b) any material provisions of any judgment, decree, or judicial order applicable to CG&E, (c) any provision of law or any rule, regulation or administrative order presently in effect and applicable to CG&E or its governing documents. To the best of CG&E's knowledge and belief, no consents of third parties, whether private, judicial or public, are required under any agreement or instrument to which CG&E is a party or is bound, provided however, that if, after the execution hereof, any such third party consents are deemed to be necessary in order to effectuate the purposes and intent of this Agreement, then CG&E shall use commercially reasonable efforts to promptly obtain such consents.
 4. This Agreement when entered into constitutes a legal, valid and binding act and obligation of CG&E, enforceable against it in accordance with its terms, subject to principles of equity and bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally.
 5. There are no bankruptcy, insolvency, reorganization, receivership or other arrangements or proceedings pending or being contemplated by CG&E, or to its knowledge, threatened against CG&E.
- C. Each Party shall have an on-going obligation to supplement its respective representations and warranties if a material change occurs therein.

ARTICLE XVI
Government Action

Either Party may terminate this Agreement in the event that the FERC, the Public Utilities Commission of Ohio or any administrative body or court of competent jurisdiction, or a legislative body changes pertinent statutes, regulations or orders so as: (i) to significantly restrict or reduce the value of this Agreement, such significant reduction in value to be determined in the sole judgment of the affected Party, (ii) to require CG&E to assign to its customers portions of the assets included in the Asset Portfolio, or (iii) to significantly and materially modify the nature of the services

provided by this Agreement, provided however, that the Parties will endeavor to mutually agree on revisions to the Agreement to comply with such regulatory changes. In the event either Party elects to terminate this Agreement pursuant to this Article XVI such termination shall be effected as set forth in Section C of Article XIX.

ARTICLE XVII
Force Majeure

A. This Article XVII is the sole and exclusive excuse for non-performance permitted under this Agreement and all other excuses at law or in equity are WAIVED to the extent permitted by law. Except with regard to a Party's obligation to make payment due and swing under this Agreement, at the time of the Force Majeure event, neither Party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by *Force Majeure*.

B. *Force Majeure* shall mean an event not anticipated as of the Effective Date, which is not within the reasonable control of the Party, or in the case of third party obligations or facilities, the third party claiming suspension, and which by the exercise of due diligence such Party, or third party, is unable to prevent or overcome or to obtain, or cause to be obtained a commercially reasonable substitute performance. Therefore, neither Party will be entitled to the benefit of *Force Majeure* under the following circumstances; (i) the *Force Majeure* event was caused by the acts, omissions, or negligence of each Party, in whole or in part, or to the extent that such *Force Majeure* is the direct result of acts, omissions or the negligence of such Party's affiliates; (ii) to the extent such Party failed to use due diligence, or failed to utilize all reasonable dispatch and reasonable efforts in removing or overcoming such *Force Majeure* to again put itself in a position to carry out all of the obligations that it has assumed; (iii) to the extent such Party's inability to perform was caused by that Party's lack of funds; or (iv) to the extent such Party's inability to perform was caused by a shortage of Gas supply not caused by a *Force Majeure* event. "*Force Majeure*" shall include an event of *Force Majeure* occurring with respect to the facilities or services of Asset Manager's or CG&E's Transport or Storage Provider.

C. *Force Majeure* shall include, but not be limited to, the following; (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs (other than as a result of the negligence or other fault of the Party claiming *Force Majeure*) to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures that cause freezing or failure of wells or lines of pipe; (iii) interruption or curtailment of firm transportation and/or storage by Transport or Storage Providers; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, wars or terrorism that have a direct result upon obligation of the Party; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. Asset Manager and CG&E shall make

commercially reasonable efforts to avoid the adverse impacts of a *Force Majeure* and to resolve the event or occurrence once it has occurred in order to resume performance.

D. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the Party experiencing such disturbances.

E. The Party for which performance is prevented by *Force Majeure* must provide notice to the other Party. Initial notice may be given orally, if given within twenty-four (24) hours; however, written notification with full particulars of the event or occurrence, including the cause of the event, the expected duration of the event, and the action being taken to eliminate it is required as soon as reasonably possible but in no event longer than two (2) Business Days following the event of the *Force Majeure*. Upon providing notification of *Force Majeure* to the other Party, the affected Party will be relieved of its obligation to make or accept delivery of Gas as applicable to the extent and for the duration of the *Force Majeure*, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

ARTICLE XVIII

Regulatory Compliance

This Agreement shall be subject to all valid and applicable laws of the United States and to the applicable valid rules, regulations or orders of any regulatory agency or governmental authority having jurisdiction over the Parties or this Agreement. The Parties shall be entitled to regard all applicable laws, rules and regulations (federal, state or local) as valid and may act in accordance therewith until such time as the same may be declared invalid by a final, non-appealable judgment of a court of competent jurisdiction. This Agreement and the actions of Asset Manager and CG&E hereunder are subject to all present and future valid orders, rules, and regulations of any regulatory body having jurisdiction. Both Asset Manager and CG&E agree to timely make all regulatory filings that may be needed to effectuate this Agreement and shall promptly provide copies of such filings to the other Party.

ARTICLE XIX

Events of Default, Failure to Perform, Termination and Remedies

A. Unless such act or omission is the result of *Force Majeure* or the sole failure or negligence of CG&E, each of the following acts or omissions shall be deemed an Event of Default by Asset Manager:

1. The failure of Asset Manager to comply with the material terms and conditions of the Tariffs or agreements governing use of the Asset Portfolio;
2. The failure of Asset Manager to pay any undisputed amounts due any Transport or Storage Provider under the Asset Portfolio and such failure continues for a period of five (5) Days;

3. Asset Manager engages in one or more of the following acts; (a) an assignment or any general arrangement for the benefit of its creditors, (b) the filing of a petition or other commencement, authorization or acquiescence in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or (c) the inability of Asset Manager to pay any debt when due ("Asset Manager Bankruptcy Default");
4. Any material inaccuracy in any representation or warranty of Asset Manager set forth in this Agreement, and such inaccuracy is not remedied within fifteen (15) Days of Asset Manager's receipt of a written notice from CG&E describing the particulars of such inaccuracy in reasonable detail;
5. The failure of Asset Manager to perform any material covenant, term or condition or obligation in this Agreement, other than the material covenants or obligations addressed in the other subsections of Section A of Article XIX, and such failure is not remedied within ten (10) Days of Asset Manager's receipt of a written notice from CG&E describing the particulars of such failure in reasonable detail;
6. The failure of Asset Manager to timely provide adequate assurance when required by Article XXVII;
7. The failure of Asset Manager to provide Firm sales service as provided in Article IV, provided however, that Asset Manager shall not be deemed in Default if, (i) Asset Manager timely pays to CG&E any amount due in accordance with the terms of this Agreement, and (ii) Asset Manager's failure has not caused material prejudice to CG&E's interest;
8. A material failure by Asset Manager to provide accurate and timely reports required by this Agreement and such failure is not remedied within five (5) Business Days of Asset Manager's receipt of a written notice from CG&E describing the particulars of such failure in reasonable detail; and
9. The failure of Asset Manager to deliver Gas into CG&E's Storage Accounts, provided however, that Asset Manager shall not be deemed in Default if, (i) Asset Manager timely pays to CG&E any amount due in accordance with the terms of the Agreement, and (ii) Asset Manager's failure has not caused substantial prejudice to CG&E's interests.

B. Unless such act or omission is the result of *Force Majeure* or the failure or negligence of Asset Manager, each of the following acts or omissions shall be deemed an Event of Default by CG&E:

1. The failure of CG&E to comply with the material terms and conditions of the contracts and agreements listed on Exhibit A;

2. The failure of CG&E to pay undisputed amounts due Asset Manager herein, and such failure continues for a period of five (5) Days;
3. CG&E engages in one or more of the following acts: (a) an assignment or any general arrangement for the benefit of its creditors, (b) the filing of a petition or other commencement, authorization or acquiescence in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or (c) the inability of CG&E to pay any debt when due ("CG&E Bankruptcy Default");
4. Any material inaccuracy in any representation or warranty of CG&E set forth in this Agreement, and to the extent such inaccuracy is both intentional and capable of effective redemption, such inaccuracy is not remedied within fifteen (15) Days of CG&E's receipt of a written notice from Asset Manager describing the particulars of such inaccuracy in reasonable detail.
5. The failure of CG&E to perform any material covenant, term or condition or obligation in this Agreement other than the material covenants or obligations addressed in the other subsections of Section B of Article XIX, and such failure is not remedied within ten (10) Days of CG&E's receipt of a written notice from Asset Manager describing the particulars of such failure in reasonable detail.
6. The failure of CG&E to timely provide adequate assurance when required by Article XXVII.
7. A material failure by CG&E to provide accurate and timely reports required by this Agreement and such failure is not remedied within five (5) Business Days of CG&E's receipt of a written notice from Asset Manager describing the particulars of such failure in reasonable detail; and

C. In addition to the remedy for Events of Default by Asset Manager set forth in Articles VII and IX, the remedies for Events of Default by Asset Manager or CG&E, as applicable, shall be as follows:

1. If an Event of Default occurs with respect to a Party (the "Defaulting Party"), then the other Party (the "Non-Defaulting Party") shall have the right, in addition to any other remedies available hereunder, to: (a) immediately draw upon any letter of credit supplied by the Defaulting Party as security for the performance by its obligation under this Agreement in an amount equal to the Total Termination Payment; (b) upon one (1) Business Day's written notice, suspend its performance under this Agreement; (c) withhold any amounts owed to the Defaulting Party, under this Agreement and/or (d) set off any amount owed to the Defaulting Party, under this Agreement or any other agreement between the Parties (whether or not yet due), or against any

amounts owing by the Defaulting Party to the Non-Defaulting Party (whether or not yet due).

2. In addition to the provisions of this Article XIX, upon the occurrence of an Event of Default, the Non-Defaulting Party may, for so long as the Event of Default continues, terminate, accelerate, and liquidate all obligations then outstanding or not yet commenced in accordance with the provisions of this Agreement by: (a) providing notice to the Defaulting Party, and (b) establishing an early termination date, which date shall be between one (1) and twenty (20) Business Days following receipt of the notice of early termination, on which all such obligations shall terminate ("Early Termination Date"), provided however, if the Defaulting Party is the subject of a bankruptcy, insolvency, or similar proceeding, all outstanding obligations shall automatically terminate, without notice or right to cure, and without any other action by either Party as if an Early Termination Date had been declared immediately prior to such event. If an Early Termination Date has been designated, the Non-Defaulting Party shall calculate the Total Termination Payment and notify the Defaulting Party of such amount including detailed support for the Total Termination Payment calculation. The failure to give such notice contemplated herein shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party.
3. The Non-Defaulting Party may net the Total Termination Payment against all other amounts owed (whether or not yet due) between the Parties under the Agreement and any other agreements between the Parties. This amount constitutes the "Liquidation Amount" payable by the Defaulting Party within three (3) Business Days or payable by the Non-Defaulting Party on the Payment Date following the Early Termination Date, as applicable. A disputed amount hereunder shall be paid by the Defaulting Party, subject to refund.
4. The failure of the Non-Defaulting Party to exercise any of its rights or remedies contained in this Article or in Articles VII or IX shall not constitute a waiver of the Event of Default, the requirement for payment, or any of the other rights or remedies of the Non Defaulting Party in connection with the Event of Default.
5. The Non-Defaulting Party's rights under this Agreement are in addition to, and not in limitation or exclusion of, any other rights the Non-Defaulting Party may have (whether by contract, operation of law, or otherwise). Each Party reserves to itself all rights, set offs, counterclaims, and defenses which it is, or may be, entitled to arising from or out of this Agreement or other agreements between the Parties, at law or otherwise.

ARTICLE XX
Indemnification

- A. Asset Manager shall indemnify CG&E and hold CG&E harmless from all liability engendered by Asset Manager's use of the released transportation or storage capacity or assigned Gas Supplier Contracts, except to the extent that the liability is the result of CG&E's gross negligence or willful misconduct.
- B. CG&E shall indemnify Asset Manager and hold Asset Manager harmless from all liability engendered by transportation or storage capacity retained by CG&E, and CG&E's pre-Agreement supply arrangements, except to the extent that the liability is the result of Asset Manager's gross negligence or willful misconduct.

ARTICLE XXI
Applicable Law

THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, EXCLUDING HOWEVER, ANY CONFLICT OF LAW RULE THAT WOULD APPLY THE LAW OF ANOTHER JURISDICTION.

ARTICLE XXII
Confidentiality

Unless mutually agreed, the terms of this Agreement, including but not limited to the price paid for Gas, will be kept confidential by Asset Manager and CG&E, except to the extent that the Party is obligated to disclose such information to the pipeline or supplier affected by this Agreement, or to a regulatory authority for the purpose of effectuating the transportation, storage, and/or sale of the Gas pursuant to this Agreement, or is obligated by law, court or administrative agency of competent jurisdiction, or contract to make such disclosure. If required to be disclosed, the Party subject to the disclosure requirement shall (i) notify the other Party immediately, and (ii) cooperate to the fullest extent in seeking whatever confidential status may be available to protect any material to be disclosed; provided, however, the Party required to make the disclosure shall not be obligated to subject itself to sanctions to comply with this provision.

ARTICLE XXIII
Arbitration

- A. If a dispute arises between the Parties relating to this Agreement, the Parties agree to use the following procedure prior to either Party pursuing other available remedies:
1. A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

2. If, within thirty (30) Days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, any such dispute shall be resolved pursuant to binding arbitration administered by the American Arbitration Association ("AAA") under its commercial arbitration rules, according to the procedures set forth in this Article XXIII and applying the governing law of this Agreement. Either Party may commence an arbitration proceeding hereunder by giving written notice to the other Party specifying the nature of the Dispute in detail and naming the arbitrator for the Party commencing the arbitration. No later than five (5) Business Days after the receipt of the notice, commencing the arbitration proceeding, the other party shall select an arbitrator and notify the party commencing the arbitration. Within ten (10) Days following their selection, the arbitrators selected by Asset Manager and CG&E shall jointly select a third arbitrator. In the event they are unable to agree upon the third arbitrator, the selection shall be made according to the rules of the AAA. The third arbitrator shall hear and decide all matters relating to the dispute that is subject to arbitration. All arbitrators selected under this Agreement shall have at least eight (8) years of professional experience in the commodity markets and in the business of marketing the applicable Commodity or Commodities, shall not previously have been employed by either Party, and shall not have a direct or indirect interest in either Party or the subject matter of the arbitration. The arbitration hearing shall commence as soon as is practical, but in no event later than thirty (30) Days after the selection of the third arbitrator. If any arbitrator selected should die, resign, or otherwise be unable to perform his or her duties hereunder, a successor arbitrator shall be selected pursuant to the procedures set forth in this Article XXIII. Such arbitration shall be held in neutral locations determined by the Parties prior to the selection of the third arbitrator.

B. The arbitration shall be conducted according to the following; (i) the hearing shall be conducted within ninety (90) Days of a Party's notice, (ii) the hearing shall be conducted on a confidential basis, (iii) at the conclusion of the hearing, each Party will present a suggested resolution to the arbitrator, (iv) the arbitrator may select either suggested resolution or may make his or her own decision, subject to the limitation that the decision must resolve the dispute in a manner consistent with the intent of the Parties as reflected in the terms of this Agreement, (v) the arbitrator shall be bound to follow the substantive state and Federal laws of jurisprudence as well as the applicable rules of evidence in arriving at a decision, (vi) the panel of arbitrators, in consultation with the Parties, shall provide for limited discovery, (vii) the arbitrator shall issue a confidential written opinion containing his or her decision within thirty (30) Days after the hearing, (viii) each Party shall divide equally the cost of the arbitrators and the hearing and each Party shall be responsible for its expenses and those of its counsel and representatives, and (ix) any offer made or the details of any negotiations regarding the dispute prior to arbitration and the cost to the Parties of their representatives and counsel shall not be admissible.

C. **Binding Nature of Proceedings.** EACH PARTY UNDERSTANDS THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE ANY DISPUTE OR NEED OF INTERPRETATION RELATED TO THIS AGREEMENT. EACH PARTY UNDERSTANDS IT CANNOT BRING A LAWSUIT CONCERNING ANY SUCH DISPUTE. INSTEAD, EACH PARTY AGREES TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL PANEL OF ARBITRATORS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. ANY DECISION OF THE ARBITRATOR MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION BY THE PARTY IN WHOSE FAVOR SUCH DECISION IS MADE. NOTWITHSTANDING THE FOREGOING, A PARTY MAY FILE A LAWSUIT TO OBTAIN INJUNCTIVE RELIEF RELATED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS ARTICLE.

ARTICLE XXIV
Limitation of Liability

A. Except as set forth herein, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. For breach of any provision 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 and all other remedies or damages at law or in equity are waived. If no measure of damages is expressly provided herein, a Party's liability shall be limited to direct actual damages only. The remedies set forth in this Agreement, shall be the exclusive remedies for the Parties.

B. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

ARTICLE XXV
Recording Language

Each of the Parties hereto (i) consent to the recording of telephone conversations of their respective trading and marketing personnel in connection with this Agreement, and (ii) agrees that any such electronic recordings may be submitted in evidence in any suit, action or other proceedings in relation to this Agreement by either Party.

ARTICLE XXVI
Assignment

This Agreement may not be assigned by either Party, in whole or in part, without the prior written consent of the other Party, and consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their representatives, successors, and assigns.

ARTICLE XXVII
Financial Responsibility

A. Asset Manager shall provide to CG&E assurance of financial responsibility of the type and form requested by CG&E in the amount of _____ commencing on November 1, 2003, as required by CG&E in its sole discretion and in the form acceptable and satisfactory to CG&E, guaranteeing the financial performance of Asset Manager pursuant to this Agreement. .

ARTICLE XXVIII
Audit

Each Party shall have the right, during the Term of this Agreement and for a period of two (2) years after the termination of this Agreement, at its own expense, upon reasonable notice and at reasonable times, to examine the books and records of the other Party, only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment or computation made under the Agreement. This examination right shall not be available with respect to proprietary information not directly relevant to this Agreement. All invoices and billings shall be conclusively presumed final and accurate unless objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. If the audit discloses an error the Party owing payment resulting from such audit shall pay all retroactive adjustments in full and with interest as specified under Article XII within thirty (30) Days of notice and substantiation of such inaccuracy.

ARTICLE XXIX
Offset

Each Party reserves to itself all rights, set-offs, counterclaims, and other defenses which it is or may be entitled to arising from the Agreement.

ARTICLE XXX
Enforceability

All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

ARTICLE XXXI
Interpretation of Waivers

No waiver of any provision of this Agreement, or of a breach hereof, shall be effective unless it is in writing, signed by the Party waiving the provision or the breach

hereof. No waiver of a breach of this Agreement (whether expressed or implied) shall constitute a waiver of a subsequent breach hereof.

ARTICLE XXXII
Amendment

This Agreement sets forth all understandings between the Parties respecting each obligation subject hereto and any prior contracts, understandings and representations, whether oral or written, are merged into and superseded by this Agreement. This Agreement may be amended only by a written document executed by both Parties.

ARTICLE XXXIII
Third Party Beneficiaries

There is not a third party beneficiary to this Agreement.

ARTICLE XXXIV
Authority

Each Party, as well as the individuals signing this Agreement, represent and warrant that it, he, or she has the power to enter into this Agreement and the authority to bind its respective Party.

ARTICLE XXXV
True Up

Within ninety (90) Days after the Term expiration, or termination for any reason, the Parties will finalize the amounts and prices paid under the Agreement and make any necessary adjustments to volume or amounts owed by one Party to the other Party that are necessary to reflect the actual amounts provided under the Agreement.

ARTICLE XXXVI
Continuing Obligations

Termination of this Agreement does not end continuing obligations of either Party specified therein.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

ASSET MANAGER

By:

By: _____

Name: _____

Title: _____

THE CINCINNATI GAS & ELECTRIC COMPANY

By: _____

Name: James L. Turner

Title: Vice President

CG&E's Operational Requirements
Regarding Natural Gas Deliveries To The City Gate

- 1) North/South System Flow Limitations Asset Manager's interstate pipeline scheduling (nominations) of natural gas deliveries to CG&E's city gate must account for CG&E's physical constraints on its distribution system which is dependent upon CG&E's daily system load requirements. These constraints change hourly with CG&E's load fluctuations.

- 2) Pipeline Storage Limitations CG&E has contracted for firm interstate pipeline storage with Texas Gas Transmission and Columbia Gas Transmission. The daily and seasonal contract quantities are committed to serve CG&E's firm sales customers throughout the entire heating season (October-April). CG&E must have flexibility to utilize on a daily basis CG&E's pipeline storage capacity and associated volumes to manage weather and load forecasting deviations and daily balancing for gas sales and transportation customers behind the city gate. Pipeline storage has daily, monthly and seasonal operational limitations defined by tariff and contract (i.e., withdraw limits, injection limits, ratchets). Deliveries to and from storage may be altered with intra-day nomination changes to sync scheduled deliveries to the city gate. Except for extreme conditions, pipeline storage inventories should remain above 10% by the end of March in order to provide for system balancing during April. It will be the sole responsibility of Asset Manager to provide the necessary natural gas deliveries to CG&E each day on Columbia Gas Transmission and Texas Gas Transmission for system balancing.

- 3) Pipeline Storage Refill During the storage injection period (April through October) natural gas must be nominated on Texas Gas Transmission and Columbia Gas Transmission on a daily basis to refill CG&E's contracted seasonal storage capacity with each pipeline in order to reach design inventory levels of approximately 98% by Nov. 1, and to comply with Columbia Gas Transmission and Texas Gas Transmission tariff limitations on daily and monthly injections into storage.

- 4) Pipeline Nominations In order for CG&E to confirm and allocate city gate deliveries on a daily basis, Asset Manager must provide, by fax, to CG&E's Gas Control and Gas Rates & Transportation Departments by 2:00 p.m. E.T. prior to the beginning of the gas day, detailed information of all scheduled deliveries to CG&E's city gate. This information will include the interstate pipelines utilized and their associated contract numbers and scheduled volumes along with a pre-determined allocation if required by the interstate pipeline. Any intra-day nominations for increased or decreased deliveries to CG&E must be reported by fax to CG&E's Gas Control and Gas Rates & Transportation Departments one hour after intra-day nominations are due to the interstate pipeline.

5) Columbia Gas
Storage/Transportation Capacity
(SST)

CG&E's Gas Control Department must be notified immediately by fax when CG&E's SST capacity with Columbia Gas Transmission is released to third parties or used to deliver gas by Asset Manager to other markets. Any capacity releases to other markets reduce the amount of gas that would be available to be injected into or withdrawn from storage to CG&E's city gate.

6) Peak Hourly Rate

Because of interstate pipelines limiting daily volumes on standard FT and IT contracts to 1/24 hourly flow rates, CG&E contracts on various interstate pipelines for transportation agreements that allow 1/16 hourly flow rates in order to meet peak hour load requirements. CG&E must have available to its city gate those interstate pipeline contracts that allow for 1/16 hourly flow rates during peak winter periods.

7) Nominations for South End of
System

When nominating gas for delivery to the south end of CG&E's system three pipelines can be utilized, Tennessee Gas Pipeline, Columbia Gas Transmission and Columbia Gulf Transmission. On a daily basis, CG&E's Gas Control Department will determine and include in its daily dispatching priorities the minimum volume of flowing gas on Columbia Gas Transmission and/or Columbia Gulf Transmission to CG&E's city gate.

CONFIDENTIAL PROPRIETARY
TRADE SECRET

The Cincinnati Gas & Electric Company

Gas Commercial Operations

Firm Suppliers

NOVEMBER 1, 2003 - MARCH 31, 2004

Summary of All Suppliers

	Dth/day					Total
	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>Volume</u>
<u>Gross (Wellhead)</u>						
Base Supply (Inside FERC FOMI)						
Columbia Gulf	37,169	78,428	101,687	75,139	58,109	10,679,045
Texas Gas FT	5,170	5,170	5,170	5,170	5,170	785,840
Texas Gas NNS	19,245	19,245	19,245	19,245	19,245	2,925,240
Tennessee	5,279	5,279	5,279	5,279	5,279	802,408
Total Base	66,863	108,122	131,381	104,833	87,803	15,192,533
Swing Supply (FOMI Keepwhole)						
Columbia Gulf	79,755	38,497	15,239	41,785	58,815	7,093,496
Texas Gas FT	8,076	8,076	8,076	8,076	8,076	1,227,552
Texas Gas STF	18,612	18,612	18,612	18,612	18,612	2,829,024
Texas Gas NNS	48,372	48,372	48,372	48,372	48,372	7,352,544
Tennessee	35,674	35,674	35,674	35,674	35,674	5,422,448
Total Swing	190,489	149,231	125,973	152,519	169,549	23,925,064
Total Summary of All Suppliers @ 100% Load Factor						<u>39,117,597</u>

CONFIDENTIAL PROPRIETARY
TRADE SECRET

Anadarko

	Dth/day					Total
	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>Volume</u>
Gross (Wellhead)						
Base Supply (Inside FERC FOMI)						
Texas Gas NNS	5,000	5,000	5,000	5,000	5,000	760,000
Tennessee	2,000	2,000	2,000	2,000	2,000	304,000
Total Base	7,000	7,000	7,000	7,000	7,000	1,064,000
Swing Supply (FOMI Keepwhole)						
Texas Gas NNS	15,000	15,000	15,000	15,000	15,000	2,280,000
Tennessee	5,000	5,000	5,000	5,000	5,000	760,000
Total Swing	20,000	20,000	20,000	20,000	20,000	3,040,000
Total Anadarko @ 100% Load Factor						4,104,000

Chevron/Texaco

	Dth/day					Total
	November	December	January	February	March	Volume
Gross (Wellhead)						
Base Supply (Inside FERC FOMI)						
Columbia Gulf	1,000	3,000	5,000	3,000	2,000	427,000
Tennessee	1,000	1,000	1,000	1,000	1,000	152,000
Total Base	2,000	4,000	6,000	4,000	3,000	579,000
Swing Supply (Gas Daily)						
Columbia Gulf	5,000	2,500	1,000	2,500	4,000	455,000
Tennessee	10,000	10,000	10,000	10,000	10,000	1,520,000
Total Swing	15,000	12,500	11,000	12,500	14,000	1,975,000
Total Chevron/Texaco @ 100% Load Factor						2,554,000

Occidental

	Dth/day					Total
	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>Volume</u>
Gross (Wellhead)						
Base Supply (Inside FERC FOMI)						
Columbia Gulf	2,000	5,000	8,000	5,000	4,000	732,000
Texas Gas FT	5,170	5,170	5,170	5,170	5,170	785,840
Tennessee	1,000	1,000	1,000	1,000	1,000	152,000
Total Base	8,170	11,170	14,170	11,170	10,170	1,669,840
Swing Supply (Gas Daily)						
Columbia Gulf	10,000	5,000	2,000	5,000	7,000	879,000
Texas Gas FT	8,076	8,076	8,076	8,076	8,076	1,227,552
Tennessee	6,500	6,500	6,500	6,500	6,500	988,000
Total Swing	24,576	19,576	16,576	19,576	21,576	3,094,552
Total Occidental @ 100% Load Factor						4,764,392

CONFIDENTIAL PROPRIETARY
TRADE SECRET

OneOK

	Dth/day					Total
	November	December	January	February	March	Volume
Gross (Wellhead)						
Base Supply (Inside FERC FOMI)						
Columbia Gulf	4,000	17,000	26,500	15,000	12,500	2,291,000
Texas Gas NNS	4,000	4,000	4,000	4,000	4,000	608,000
Total Base	8,000	21,000	30,500	19,000	16,500	2,899,000
Swing Supply (Gas Daily)						
Columbia Gulf	25,000	12,000	5,000	13,000	18,000	2,212,000
Texas Gas STF	18,612	18,612	18,612	18,612	18,612	2,829,024
Total Swing	43,612	30,612	23,612	31,612	36,612	5,041,024
Total OneOK @ 100% Load Factor						7,940,024

BP

	Dth/day					Total
	November	December	January	February	March	Volume
Gross (Wellhead)						
Base Supply (Fixed Price \$6.18/dth)						
Columbia Gulf	0	8,500	8,500	8,500	0	773,500
Total Base	0	8,500	8,500	8,500	0	773,500
Swing Supply (Gas Daily)						
Columbia Gulf	0	0	0	0	0	0
Total Swing	0	0	0	0	0	0
Total BP @ 100% Load Factor						773,500

Cinergy Marketing & Trading

	Dth/day					Total
	November	December	January	February	March	Volume
Gross (Wellhead)						
Hedged Base Supply						
Columbia Gulf (Cost Averaging)	27,880	26,981	26,981	28,841	26,981	4,182,000
TGT NNS (Collar \$5.00-\$7.00)	8,000	8,000	8,000	8,000	8,000	1,216,000
Base Supply (Inside FERC FOMI)						
Columbia Gulf	2,289	17,947	26,706	14,798	12,628	2,273,545
Texas Gas NNS	2,245	2,245	2,245	2,245	2,245	341,240
Tennessee	1,279	1,279	1,279	1,279	1,279	194,408
Total Base	41,693	56,452	65,211	55,163	51,133	8,207,193
Swing Supply (Gas Daily)						
Columbia Gulf	39,755	18,997	7,239	21,285	29,815	3,547,496
Texas Gas NNS	33,372	33,372	33,372	33,372	33,372	5,072,544
Tennessee	14,174	14,174	14,174	14,174	14,174	2,154,448
Total Swing	87,301	66,543	54,785	68,831	77,361	10,774,488
Total CM&T @ 100% Load Factor						18,981,681



CONFIDENTIAL PROPRIETARY
TRADE SECRET

Pricing Sheet – Asset Management (Gas Operations) Project

_____ agrees to pay Cinergy, in
the form of a Management Fee, \$_____ per Month
starting November 1, 2003, and continuing through October 31,
2004.

By: _____

Name: _____

Title: _____

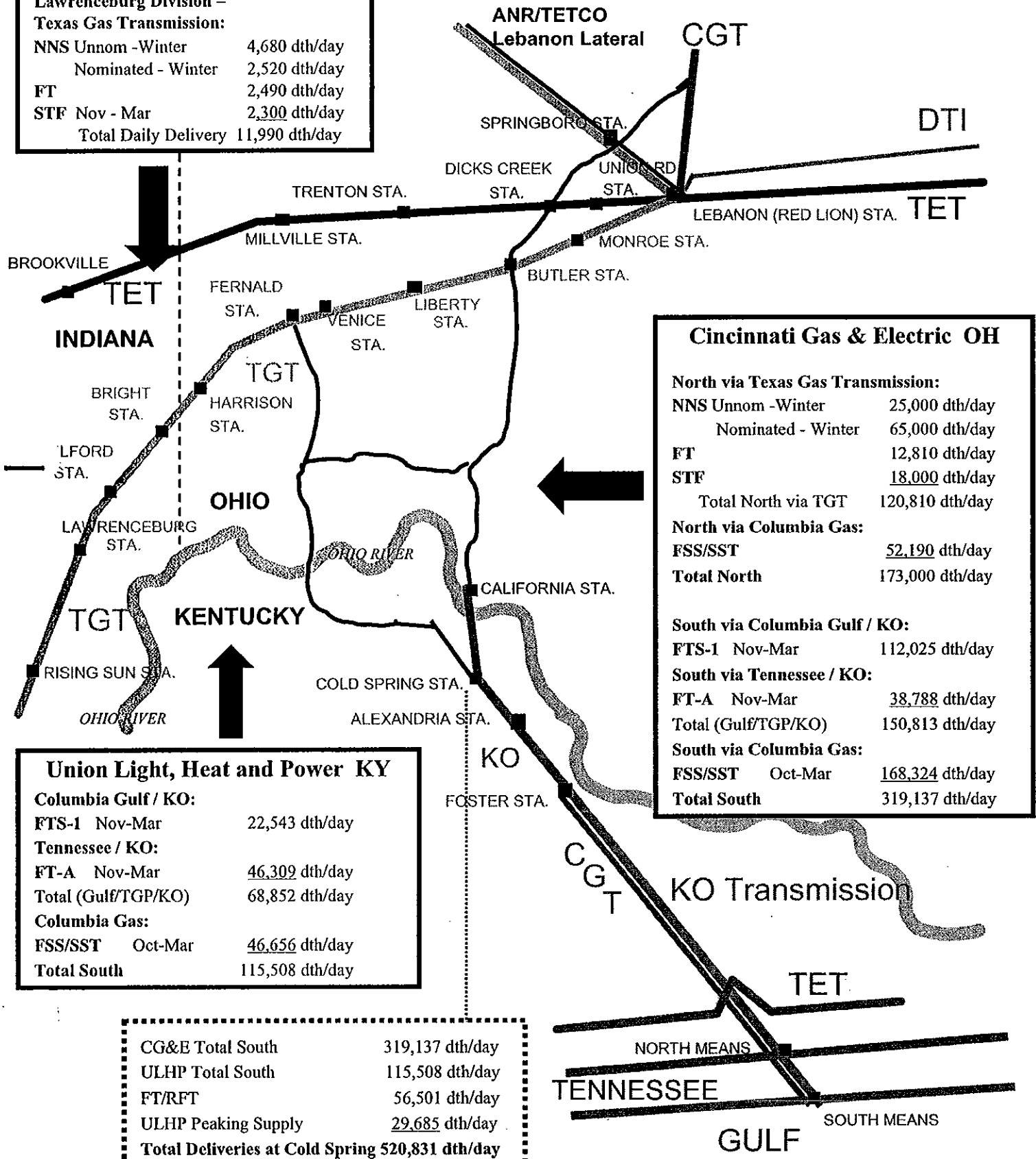
Date: _____

STF Nov - Mar 2,300 dth/day

FTS 69,000 dth/day

Pipeline Deliverability Winter Season 2003-2004

Lawrenceburg Gas IN	
Brookville Division – Texas Eastern Transmission:	
SCT	up to 1,500 dth/day
Lawrenceburg Division – Texas Gas Transmission:	
NNS Unnom - Winter	4,680 dth/day
Nominated - Winter	2,520 dth/day
FT	2,490 dth/day
STF Nov - Mar	2,300 dth/day
Total Daily Delivery	11,990 dth/day



Cincinnati Gas & Electric OH

North via Texas Gas Transmission:

NNS Unnom - Winter	25,000 dth/day
Nominated - Winter	65,000 dth/day
FT	12,810 dth/day
STF	18,000 dth/day
Total North via TGT	120,810 dth/day

North via Columbia Gas:

FSS/SST	52,190 dth/day
Total North	173,000 dth/day

South via Columbia Gulf / KO:

FTS-1 Nov-Mar	112,025 dth/day
---------------	-----------------

South via Tennessee / KO:

FT-A Nov-Mar	38,788 dth/day
Total (Gulf/TGP/KO)	150,813 dth/day

South via Columbia Gas:

FSS/SST Oct-Mar	168,324 dth/day
Total South	319,137 dth/day

Union Light, Heat and Power KY

Columbia Gulf / KO:

FTS-1 Nov-Mar	22,543 dth/day
---------------	----------------

Tennessee / KO:

FT-A Nov-Mar	46,309 dth/day
Total (Gulf/TGP/KO)	68,852 dth/day

Columbia Gas:

FSS/SST Oct-Mar	46,656 dth/day
Total South	115,508 dth/day

CG&E Total South	319,137 dth/day
ULHP Total South	115,508 dth/day
FT/RFT	56,501 dth/day
ULHP Peaking Supply	29,685 dth/day
Total Deliveries at Cold Spring	520,831 dth/day

Bill Tucker: Bidder / Originator

System Options: New RFX / My Profile / Home

Thu, Feb 26, 2004 10:30:23 AM (EST)

Event Options: Back

RFX - All Event Activity (CIN-11655)

Instructions:

This page allows you to view all activity details.

Activity Details For: Cinergy's Asset Management Project Prequalification Event

Name:	Date:	Action:	Description:
Bill Tucker	Thu, Feb 26, 2004 10:30:04 AM (EST)	View	Event Viewed
Bill Tucker	Thu, Feb 26, 2004 10:27:14 AM (EST)	View	Event Viewed
Don Schrantz	Wed, Dec 10, 2003 8:48:06 AM (EST)	Download Document	Instructions.doc
Don Schrantz	Wed, Dec 10, 2003 8:47:51 AM (EST)	Download Document	financial_declaration.doc
Don Schrantz	Wed, Dec 10, 2003 8:47:45 AM (EST)	View	Event Viewed
Bill Tucker	Tue, Dec 9, 2003 3:03:58 PM (EST)	View	Event Viewed
Bill Tucker	Tue, Dec 9, 2003 3:00:40 PM (EST)	View	Event Viewed
Bill Tucker	Thu, Oct 2, 2003 10:50:45 AM (EDT)	Download Document	Instructions.doc
Bill Tucker	Thu, Oct 2, 2003 10:50:08 AM (EDT)	Download Document	financial_declaration.doc
Bill Tucker	Thu, Oct 2, 2003 10:50:00 AM (EDT)	View	Event Viewed
Bill Tucker	Thu, Oct 2, 2003 9:57:56 AM (EDT)	View	Event Viewed
Bill Tucker	Thu, Oct 2, 2003 9:53:32 AM (EDT)	View	Event Viewed
Bill Tucker	Thu, Oct 2, 2003 9:48:12 AM (EDT)	View	Event Viewed
Bill Tucker	Tue, Aug 26, 2003 8:17:19 AM (EDT)	View	Event Viewed
Bill Tucker	Tue, Aug 12, 2003 3:14:02 PM (EDT)	Download Document	financial_declaration[1].doc
Bill Tucker	Tue, Aug 12, 2003 3:13:39 PM (EDT)	View	Event Viewed
Steve Salato	Fri, Aug 8, 2003 1:54:01 PM (EDT)	Download Document	financial_declaration.doc
Steve Salato	Fri, Aug 8, 2003 1:52:55 PM (EDT)	Download Document	Instructions.doc
Steve Salato	Fri, Aug 8, 2003 1:52:47 PM (EDT)	View	Event viewed
Don Schrantz	Thu, Aug 7, 2003 11:07:57 AM (EDT)	View	Event Viewed
Bill Tucker	Tue, Aug 5, 2003 12:12:19 PM (EDT)	Question Read	RFX Asset Management Project Event
Bill Tucker	Tue, Aug 5, 2003 12:11:58 PM (EDT)	View	Event Viewed
Don Schrantz	Tue, Aug 5, 2003 10:48:16 AM (EDT)	Download Document	Instructions.doc
Don Schrantz	Tue, Aug 5, 2003 10:48:08 AM (EDT)	View	Event Viewed
Sasha Duncan	Mon, Aug 4, 2003 5:42:23 PM (EDT)	Download Document	Instructions.doc

Sasha Duncan	Mon, Aug 4, 2003 5:42:16 PM (EDT)	View	Event viewed
Don Schrantz	Mon, Aug 4, 2003 3:29:08 PM (EDT)	Download Document	financial_declaration[2].doc
Don Schrantz	Mon, Aug 4, 2003 3:28:50 PM (EDT)	View	Event Viewed
Bill Tucker	Mon, Aug 4, 2003 12:20:40 PM (EDT)	View	Event Viewed
Bill Tucker	Mon, Aug 4, 2003 11:05:05 AM (EDT)	View	Event Viewed
Bill Tucker	Mon, Aug 4, 2003 11:04:49 AM (EDT)	Download Document	financial_declaration[2].doc
Bill Tucker	Mon, Aug 4, 2003 11:04:26 AM (EDT)	View	Event Viewed
Wendy Gladden	Mon, Aug 4, 2003 10:58:37 AM (EDT)	Download Document	Instructions.doc
Sasha Duncan	Mon, Aug 4, 2003 10:58:07 AM (EDT)	Activate Bid Package	
Sasha Duncan	Mon, Aug 4, 2003 10:55:02 AM (EDT)	View	Event viewed
Sasha Duncan	Mon, Aug 4, 2003 10:51:58 AM (EDT)	Download Document	financial_declaration[2].doc
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Sasha Duncan	Mon, Aug 4, 2003 10:46:05 AM (EDT)	Download Document	financial_declaration.doc
Sasha Duncan	Mon, Aug 4, 2003 10:46:00 AM (EDT)	View	Event viewed
Bill Tucker	Mon, Aug 4, 2003 10:39:31 AM (EDT)	Question Read	Financial Declaration
Bill Tucker	Mon, Aug 4, 2003 10:39:08 AM (EDT)	Enter Response	[private] Financial Declaration Cinergy accepts the modified statement from BP Energy.
Bill Tucker	Mon, Aug 4, 2003 10:38:11 AM (EDT)	Question Read	Financial Declaration
Bill Tucker	Mon, Aug 4, 2003 10:37:39 AM (EDT)	Download Document	financial_declaration[1].doc
Bill Tucker	Mon, Aug 4, 2003 10:33:47 AM (EDT)	Question Read	Financial Declaration
Bill Tucker	Mon, Aug 4, 2003 10:33:36 AM (EDT)	View	Event Viewed
Steve Salato	Mon, Aug 4, 2003 10:04:29 AM (EDT)	Download Document	financial_declaration.doc
Steve Salato	Mon, Aug 4, 2003 10:04:12 AM (EDT)	Download Document	Instructions.doc
Steve Salato	Mon, Aug 4, 2003 10:02:10 AM (EDT)	Download Document	Instructions.doc
Steve Salato	Mon, Aug 4, 2003 10:01:52 AM (EDT)	View	Event viewed
Bill Tucker	Mon, Aug 4, 2003 8:24:39 AM (EDT)	Question Read	Financial Declaration
Bill Tucker	Mon, Aug 4, 2003 8:24:29 AM (EDT)	View	Event Viewed
Bill Tucker	Mon, Aug 4, 2003 8:24:00 AM (EDT)	Question Read	RFX Asset Management Project Event
Bill Tucker	Mon, Aug 4, 2003 8:23:33 AM (EDT)	View	Event Viewed
Don Schrantz	Mon, Aug 4, 2003 8:22:03 AM (EDT)	Question Read	Financial Declaration
Don Schrantz	Mon, Aug 4, 2003 8:21:50 AM (EDT)	View	Event Viewed
Don Schrantz	Mon, Aug 4, 2003 8:00:31 AM (EDT)	View	Event Viewed
Bill Tucker	Mon, Aug 4, 2003 7:14:23 AM (EDT)	View	Event Viewed
Bill Tucker	Mon, Aug 4, 2003 7:13:49 AM (EDT)	Download Document	financial_declaration[1].doc
Bill Tucker	Mon, Aug 4, 2003 7:13:32 AM (EDT)	View	Event Viewed

David Lorenz	Fri, Aug 1, 2003 4:43:05 PM (EDT)	Activate Bid Package	
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David Lorenz	Fri, Aug 1, 2003 4:41:07 PM (EDT)	View	Event viewed
Julius Leitner	Fri, Aug 1, 2003 3:41:00 PM (EDT)	Download Document	financial_declaration.doc
Julius Leitner	Fri, Aug 1, 2003 3:40:53 PM (EDT)	View	Event viewed
David Lorenz	Fri, Aug 1, 2003 2:57:32 PM (EDT)	Download Document	financial_declaration.doc
David Lorenz	Fri, Aug 1, 2003 2:57:26 PM (EDT)	View	Event viewed
David Lorenz	Fri, Aug 1, 2003 2:14:53 PM (EDT)	View	Event viewed
David Lorenz	Fri, Aug 1, 2003 2:11:43 PM (EDT)	View	Event viewed
Steve Salato	Fri, Aug 1, 2003 1:39:40 PM (EDT)	View	Event viewed
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Bill Tucker	Fri, Aug 1, 2003 12:00:08 PM (EDT)	View	Event Viewed
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Bill Tucker	Fri, Aug 1, 2003 11:55:05 AM (EDT)	View	Event Viewed
Steve Salato	Fri, Aug 1, 2003 11:52:28 AM (EDT)	Download Document	financial_declaration.doc
Steve Salato	Fri, Aug 1, 2003 11:52:23 AM (EDT)	View	Event viewed
Bill Tucker	Fri, Aug 1, 2003 11:51:50 AM (EDT)	View	Event Viewed
Bill Tucker	Fri, Aug 1, 2003 11:51:44 AM (EDT)	View	Event Viewed
Bill Tucker	Fri, Aug 1, 2003 11:51:40 AM (EDT)	View	Event Viewed
Sasha Duncan	Fri, Aug 1, 2003 10:50:18 AM (EDT)	Question Read	Financial Declaration
Sasha Duncan	Fri, Aug 1, 2003 10:50:12 AM (EDT)	Enter Question	[Public] Financial Declaration Our understanding is that by signing the Financial declaration BP Energy DOES NOT commit to providing assurance of financial responsibility in the type and form requested by Cinergy, but rather declares its intent to negotiate with Cinergy on the type and form of assurance of financial responsibility, should BP Energy become the winning bidder. Please confirm - thank you.
Sasha Duncan	Fri, Aug 1, 2003 10:37:10 AM (EDT)	View	Event viewed

pantellos - RFx - All Event Activity (CIN-11655)

Steve Salato	Fri, Aug 1, 2003 10:33:35 AM (EDT)	Download Document	financial_declaration.doc
Steve Salato	Fri, Aug 1, 2003 10:31:20 AM (EDT)	Download Document	Instructions.doc
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Bill Tucker	Thu, Jul 31, 2003 4:08:51 PM (EDT)	View	Event Viewed
Bill Tucker	Thu, Jul 31, 2003 4:08:47 PM (EDT)	View	Event Viewed
Bill Tucker	Thu, Jul 31, 2003 4:00:40 PM (EDT)	View	Event Viewed
Don Schrantz	Thu, Jul 31, 2003 3:59:58 PM (EDT)	Download Document	oge_financial_declaration[1].doc
Chris Fischer	Thu, Jul 31, 2003 3:59:45 PM (EDT)	Activate Bid Package	
Chris Fischer	Thu, Jul 31, 2003 3:59:22 PM (EDT)	Upload Document	
Bill Tucker	Thu, Jul 31, 2003 3:58:09 PM (EDT)	View	oge financial_declaration[1].doc
Chris Fischer	Thu, Jul 31, 2003 3:52:35 PM (EDT)	Download Document	Event Viewed
Chris Fischer	Thu, Jul 31, 2003 3:52:07 PM (EDT)	View	financial_declaration.doc
Bill Tucker	Thu, Jul 31, 2003 3:48:14 PM (EDT)	View	Event viewed
Bill Tucker	Thu, Jul 31, 2003 3:46:46 PM (EDT)	View	Event Viewed
Don Schrantz	Thu, Jul 31, 2003 3:14:25 PM (EDT)	View	Event Viewed
Don Schrantz	Thu, Jul 31, 2003 9:44:52 AM (EDT)	View	Event Viewed
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Don Schrantz	Thu, Jul 31, 2003 7:43:47 AM (EDT)	Download Document	financial_declaration.doc
Don Schrantz	Thu, Jul 31, 2003 7:43:42 AM (EDT)	View	Event Viewed
Don Schrantz	Thu, Jul 31, 2003 7:43:28 AM (EDT)	Download Document	financial_declaration[1].doc
Don Schrantz	Thu, Jul 31, 2003 7:43:07 AM (EDT)	Download Document	financial_declaration[1].doc
Don Schrantz	Thu, Jul 31, 2003 7:42:39 AM (EDT)	Download Document	financial_declaration[1].doc
Don Schrantz	Thu, Jul 31, 2003 7:40:56 AM (EDT)	View	Event Viewed
Bill Tucker	Wed, Jul 30, 2003 10:32:37 AM (EDT)	Download Document	financial_declaration[1].doc
Bill Tucker	Wed, Jul 30, 2003 10:32:19 AM (EDT)	View	Event Viewed
Bill Tucker	Wed, Jul 30, 2003 10:32:17 AM (EDT)	View	Event Viewed
Bill Tucker	Wed, Jul 30, 2003 10:30:31 AM (EDT)	View	Event Viewed
Bill Tucker	Wed, Jul 30, 2003 10:29:55 AM (EDT)	Download Document	financial_declaration[1].doc
Bill Tucker	Wed, Jul 30, 2003 10:29:07 AM (EDT)	View	Event Viewed
John Minger	Wed, Jul 30, 2003 10:25:14 AM (EDT)	Download Document	financial_declaration[1].doc
John Minger	Wed, Jul 30, 2003 10:25:04 AM (EDT)	Activate Bid Package	financial_declaration.doc
John Minger	Wed, Jul 30, 2003 10:15:36 AM (EDT)	Upload Document	financial_declaration.doc
John Minger	Wed, Jul 30, 2003 10:02:26 AM (EDT)	Download Document	financial_declaration.doc
John Minger	Wed, Jul 30, 2003 10:02:20 AM (EDT)	View	Event viewed
John Minger	Wed, Jul 30, 2003 9:56:37 AM (EDT)	Download Document	financial_declaration.doc
John Minger	Wed, Jul 30, 2003 9:56:37 AM (EDT)	Download Document	financial_declaration.doc
John Minger	Wed, Jul 30, 2003 9:56:28 AM (EDT)	View	Event viewed

https://rfx.pantellos.com/users/originator/ViewAllActivity.asp?ViewAll=1&Event ID=11655

Steve Salato	Wed, Jul 30, 2003 9:42:12 AM (EDT)	View
Scott Wells	Wed, Jul 30, 2003 9:23:43 AM (EDT)	View
Scott Wells	Wed, Jul 30, 2003 9:17:49 AM (EDT)	Activate Bid Package
Scott Wells	Wed, Jul 30, 2003 9:02:28 AM (EDT)	Enter Question
Scott Wells	Wed, Jul 30, 2003 8:57:14 AM (EDT)	View
Steve Salato	Wed, Jul 30, 2003 8:39:54 AM (EDT)	Download Document
Steve Salato	Wed, Jul 30, 2003 8:39:39 AM (EDT)	View
Scott Wells	Tue, Jul 29, 2003 2:32:42 PM (EDT)	View
Bill Tucker	Tue, Jul 29, 2003 2:24:30 PM (EDT)	Enter Response
Scott Wells	Tue, Jul 29, 2003 2:20:24 PM (EDT)	Upload Document
Sasha Duncan	Tue, Jul 29, 2003 2:14:46 PM (EDT)	Question Read
Sasha Duncan	Tue, Jul 29, 2003 2:13:37 PM (EDT)	View
David Frederick	Tue, Jul 29, 2003 2:13:14 PM (EDT)	Download Document
David Frederick	Tue, Jul 29, 2003 2:12:22 PM (EDT)	Download Document
David Frederick	Tue, Jul 29, 2003 2:12:05 PM (EDT)	Download Document
Sasha Duncan	Tue, Jul 29, 2003 2:11:08 PM (EDT)	View
Sasha Duncan	Tue, Jul 29, 2003 2:10:12 PM (EDT)	Download Document
Bill Tucker	Tue, Jul 29, 2003 2:09:38 PM (EDT)	Question Read
Bill Tucker	Tue, Jul 29, 2003 2:09:27 PM (EDT)	View

Event viewed

Event viewed

[private]
RfX Asset Management Project Event
I have completed the first step of the process. I accepted the invitation to bid. I have downloaded the Instructions and Financial Declaration and I have uploaded a completed Financial Declaration. Now how do I get access to the rest of the information (i.e. Load Profile, Draft Contract, Maps, Pricing Sheet, etc.)? Thanks, Scott Wells
Marketing & Origination Oxy Energy Marketing, Inc.

Event viewed

Instructions.doc

Event viewed

Event viewed

[private]
Financial Declaration
The purpose of the Financial Declaration is to put bidders on notice that the winning bidder will need to meet Cinergy's requirements for establishing the bidder's financial responsibility. This likely will be some combination of a parental guaranty and/or a letter of credit, in a significant amount. The exact form of financial responsibility is subject to negotiation because it will depend on the financial condition of the lowest bidder.

financial_declaration[1].doc

Body of the RFP

Event viewed

financial_declaration.doc

Instructions.doc

financial_declaration.doc

Event viewed

financial_declaration.doc

Financial Declaration

Event Viewed

pantellos - RFx - All Event Activity (CIN-11655)

Sasha Duncan	Tue, Jul 29, 2003 2:04:25 PM (EDT)	Download Document	financial_declaration.doc
Sasha Duncan	Tue, Jul 29, 2003 2:04:21 PM (EDT)	View	Event viewed
Scott Wells	Tue, Jul 29, 2003 2:03:55 PM (EDT)	View	Event viewed
Scott Wells	Tue, Jul 29, 2003 1:59:24 PM (EDT)	View	Event viewed
Don Schrantz	Tue, Jul 29, 2003 12:34:21 PM (EDT)	View	Event Viewed
Steve Salato	Tue, Jul 29, 2003 11:22:12 AM (EDT)	View	Event viewed
Bill Tucker	Tue, Jul 29, 2003 7:30:25 AM (EDT)	Question Read	Financial Declaration
Bill Tucker	Tue, Jul 29, 2003 7:29:31 AM (EDT)	Enter Response	[private] Body of the RFP When you upload and activate your financial declaration, then we will invite you as a bidder to the second event, which is out there awaiting your declaration. The second event contains the complete RFP with supporting documentation.
Bill Tucker	Tue, Jul 29, 2003 7:27:43 AM (EDT)	Question Read	Body of the RFP?
Bill Tucker	Tue, Jul 29, 2003 7:24:17 AM (EDT)	Question Read	Financial Declaration
Bill Tucker	Tue, Jul 29, 2003 7:23:15 AM (EDT)	Download Document	financial_declaration.doc
Bill Tucker	Tue, Jul 29, 2003 7:22:40 AM (EDT)	Question Read	Financial Declaration
Bill Tucker	Tue, Jul 29, 2003 7:22:26 AM (EDT)	View	Event Viewed
Don Schrantz	Tue, Jul 29, 2003 3:30:29 AM (EDT)	View	Event Viewed
Sasha Duncan	Mon, Jul 28, 2003 5:39:58 PM (EDT)	Enter Question	[private] Body of the RFP? Don, Is the body of the RFP available yet on Pantellos? All I saw was instructions to the bidder and financial guarantee. If not available yet, when will you be posting it? Thank you, Sasha Duncan BP Energy duncanak@bp.com
Sasha Duncan	Mon, Jul 28, 2003 5:38:24 PM (EDT)	View	Event viewed
Sasha Duncan	Mon, Jul 28, 2003 5:38:13 PM (EDT)	View	Event viewed
John Minger	Mon, Jul 28, 2003 5:08:01 PM (EDT)	Question Read	Financial Declaration
John Minger	Mon, Jul 28, 2003 5:07:57 PM (EDT)	Question Read	Financial Declaration
John Minger	Mon, Jul 28, 2003 5:07:46 PM (EDT)	Enter Question	[private] Financial Declaration Are bidders able to make changes to the Financial Declaration document? Oneok's concern is "the type and form requested by Cinergy" statement.
John Minger	Mon, Jul 28, 2003 5:00:24 PM (EDT)	View	Event viewed
John Minger	Mon, Jul 28, 2003 5:00:12 PM (EDT)	View	Event viewed

Don Schrantz	Mon, Jul 28, 2003 4:49:14 PM (EDT)	View	Event Viewed
Scott Wells	Mon, Jul 28, 2003 2:13:29 PM (EDT)	Download Document	financial_declaration.doc
Scott Wells	Mon, Jul 28, 2003 2:13:03 PM (EDT)	Accept Invitation	
Scott Wells	Mon, Jul 28, 2003 2:12:23 PM (EDT)	Download Document	Instructions.doc
Scott Wells	Mon, Jul 28, 2003 2:12:15 PM (EDT)	View	Event viewed
Scott Wells	Mon, Jul 28, 2003 2:12:14 PM (EDT)	Accept Event Terms	Terms & Conditions Accepted
Sasha Duncan	Mon, Jul 28, 2003 1:58:27 PM (EDT)	View	Event viewed
Sasha Duncan	Mon, Jul 28, 2003 1:58:22 PM (EDT)	View	Event viewed
Sasha Duncan	Mon, Jul 28, 2003 1:57:16 PM (EDT)	View	Event viewed
Sasha Duncan	Mon, Jul 28, 2003 1:57:13 PM (EDT)	View	Event viewed
Sasha Duncan	Mon, Jul 28, 2003 1:55:34 PM (EDT)	View	Event viewed
Sasha Duncan	Mon, Jul 28, 2003 1:53:15 PM (EDT)	View	Event viewed
Sasha Duncan	Mon, Jul 28, 2003 1:42:03 PM (EDT)	Download Document	financial_declaration.doc
Sasha Duncan	Mon, Jul 28, 2003 1:41:49 PM (EDT)	Download Document	financial_declaration.doc
Sasha Duncan	Mon, Jul 28, 2003 1:36:28 PM (EDT)	Download Document	Instructions.doc
Sasha Duncan	Mon, Jul 28, 2003 1:36:16 PM (EDT)	View	Event viewed
Julius Leitner	Mon, Jul 28, 2003 10:16:25 AM (EDT)	View	Event viewed
Julius Leitner	Mon, Jul 28, 2003 10:09:49 AM (EDT)	Download Document	financial_declaration.doc
Julius Leitner	Mon, Jul 28, 2003 10:08:54 AM (EDT)	Download Document	Instructions.doc
Julius Leitner	Mon, Jul 28, 2003 10:08:40 AM (EDT)	Accept Invitation	
Julius Leitner	Mon, Jul 28, 2003 10:08:14 AM (EDT)	View	Event viewed
Julius Leitner	Mon, Jul 28, 2003 10:08:14 AM (EDT)	Accept Event Terms	Terms & Conditions Accepted
Bill Tucker	Mon, Jul 28, 2003 9:23:36 AM (EDT)	View	Event Viewed
Bill Tucker	Mon, Jul 28, 2003 9:22:41 AM (EDT)	Download Document	financial_declaration.doc
Bill Tucker	Mon, Jul 28, 2003 9:22:19 AM (EDT)	Download Document	Instructions.doc
Bill Tucker	Mon, Jul 28, 2003 9:21:33 AM (EDT)	View	Event Viewed
Don Schrantz	Mon, Jul 28, 2003 9:17:18 AM (EDT)	View	Event Viewed
Don Schrantz	Mon, Jul 28, 2003 8:05:40 AM (EDT)	View	Event Viewed
Bill Tucker	Mon, Jul 28, 2003 7:50:22 AM (EDT)	View	Event Viewed
Chris Fischer	Fri, Jul 25, 2003 4:28:49 PM (EDT)	Download Document	Instructions.doc
Chris Fischer	Fri, Jul 25, 2003 4:25:29 PM (EDT)	Download Document	financial_declaration.doc
Chris Fischer	Fri, Jul 25, 2003 4:24:47 PM (EDT)	Accept Invitation	
Chris Fischer	Fri, Jul 25, 2003 4:24:16 PM (EDT)	View	Event viewed
Chris Fischer	Fri, Jul 25, 2003 4:24:15 PM (EDT)	Accept Event Terms	Terms & Conditions Accepted
David Lorenz	Fri, Jul 25, 2003 2:48:46 PM (EDT)	Download Document	Instructions.doc
David Lorenz	Fri, Jul 25, 2003 2:46:35 PM (EDT)	Download Document	financial_declaration.doc
David Lorenz	Fri, Jul 25, 2003 2:46:30 PM (EDT)	View	Event viewed
John Minger	Fri, Jul 25, 2003 12:00:45 PM (EDT)	Download Document	financial_declaration.doc

John Minger	Fri, Jul 25, 2003 11:48:24 AM (EDT)	Download Document	financial_declaration.doc
John Minger	Fri, Jul 25, 2003 11:47:14 AM (EDT)	Delete Document	2expenseseptember02.xls
John Minger	Fri, Jul 25, 2003 11:45:31 AM (EDT)	Upload Document	2expenseseptember02.xls
John Minger	Fri, Jul 25, 2003 11:43:01 AM (EDT)	Download Document	financial_declaration.doc
John Minger	Fri, Jul 25, 2003 11:42:43 AM (EDT)	Download Document	financial_declaration.doc
John Minger	Fri, Jul 25, 2003 11:39:35 AM (EDT)	View	Event viewed
Don Schrantz	Thu, Jul 24, 2003 4:48:19 PM (EDT)	View	Event Viewed
Steve Salato	Thu, Jul 24, 2003 12:56:08 PM (EDT)	View	Event viewed
Don Schrantz	Thu, Jul 24, 2003 11:57:37 AM (EDT)	View	Event Viewed
Bill Tucker	Thu, Jul 24, 2003 11:22:03 AM (EDT)	View	Event Viewed
David Lorenz	Thu, Jul 24, 2003 10:54:08 AM (EDT)	Download Document	Instructions.doc
David Lorenz	Thu, Jul 24, 2003 10:53:44 AM (EDT)	Download Document	financial_declaration.doc
David Lorenz	Thu, Jul 24, 2003 10:53:19 AM (EDT)	Accept Invitation	
David Lorenz	Thu, Jul 24, 2003 10:41:48 AM (EDT)	Download Document	Instructions.doc
David Lorenz	Thu, Jul 24, 2003 10:41:12 AM (EDT)	View	Event viewed
David Lorenz	Thu, Jul 24, 2003 10:41:11 AM (EDT)	Accept Event Terms	Terms & Conditions Accepted
Steve Salato	Thu, Jul 24, 2003 10:13:54 AM (EDT)	Download Document	financial_declaration.doc
Steve Salato	Thu, Jul 24, 2003 10:13:04 AM (EDT)	Download Document	Instructions.doc
Steve Salato	Thu, Jul 24, 2003 10:12:38 AM (EDT)	Accept Invitation	
Wendy Gladden	Thu, Jul 24, 2003 10:12:33 AM (EDT)	Download Document	financial_declaration.doc
Steve Salato	Thu, Jul 24, 2003 10:12:07 AM (EDT)	View	Event viewed
Steve Salato	Thu, Jul 24, 2003 10:12:05 AM (EDT)	Accept Event Terms	Terms & Conditions Accepted
John Minger	Thu, Jul 24, 2003 9:27:18 AM (EDT)	Download Document	Instructions.doc
John Minger	Thu, Jul 24, 2003 9:27:06 AM (EDT)	View	Event viewed
John Minger	Thu, Jul 24, 2003 9:26:23 AM (EDT)	Download Document	financial_declaration.doc
John Minger	Thu, Jul 24, 2003 9:25:59 AM (EDT)	View	Event viewed
John Minger	Thu, Jul 24, 2003 9:25:26 AM (EDT)	View	Event viewed
Sasha Duncan	Wed, Jul 23, 2003 6:14:54 PM (EDT)	Download Document	financial_declaration.doc
Sasha Duncan	Wed, Jul 23, 2003 6:13:59 PM (EDT)	Download Document	Instructions.doc
Sasha Duncan	Wed, Jul 23, 2003 6:13:40 PM (EDT)	Accept Invitation	
Sasha Duncan	Wed, Jul 23, 2003 6:13:30 PM (EDT)	Accept Invitation	
Sasha Duncan	Wed, Jul 23, 2003 6:12:35 PM (EDT)	View	Event viewed
Sasha Duncan	Wed, Jul 23, 2003 6:12:34 PM (EDT)	Accept Event Terms	Terms & Conditions Accepted
John Minger	Wed, Jul 23, 2003 5:04:10 PM (EDT)	Download Document	financial_declaration.doc
John Minger	Wed, Jul 23, 2003 5:03:01 PM (EDT)	View	Event viewed
John Minger	Wed, Jul 23, 2003 4:46:54 PM (EDT)	Download Document	financial_declaration.doc
Don Schrantz	Wed, Jul 23, 2003 4:40:06 PM (EDT)	View	Event Viewed
John Minger	Wed, Jul 23, 2003 4:30:47 PM (EDT)	Download Document	financial_declaration.doc

John Minger	Wed, Jul 23, 2003 4:30:14 PM (EDT)	Download Document	Instructions.doc
John Minger	Wed, Jul 23, 2003 4:29:39 PM (EDT)	Accept Invitation	Instructions.doc
John Minger	Wed, Jul 23, 2003 4:26:10 PM (EDT)	Download Document	Event viewed
John Minger	Wed, Jul 23, 2003 4:25:34 PM (EDT)	View	Terms & Conditions Accepted
John Minger	Wed, Jul 23, 2003 4:25:33 PM (EDT)	Accept Event Terms	
Don Schrantz	Wed, Jul 23, 2003 3:39:01 PM (EDT)	Activate Event	Mulrooney, Tammy
Don Schrantz	Wed, Jul 23, 2003 3:39:01 PM (EDT)	Invite Bidder	Salato, Steve
Don Schrantz	Wed, Jul 23, 2003 3:39:00 PM (EDT)	Invite Bidder	Wells, Scott
Don Schrantz	Wed, Jul 23, 2003 3:39:00 PM (EDT)	Invite Bidder	Duncan, Sasha
Don Schrantz	Wed, Jul 23, 2003 3:39:00 PM (EDT)	Invite Bidder	Leitner, Julius
Don Schrantz	Wed, Jul 23, 2003 3:38:59 PM (EDT)	Invite Bidder	Ripple, John
Don Schrantz	Wed, Jul 23, 2003 3:38:59 PM (EDT)	Invite Bidder	Minger, John
Don Schrantz	Wed, Jul 23, 2003 3:38:59 PM (EDT)	Invite Bidder	Bucklew, John
Don Schrantz	Wed, Jul 23, 2003 3:38:58 PM (EDT)	Invite Bidder	Trefz, Gregory
Don Schrantz	Wed, Jul 23, 2003 3:38:58 PM (EDT)	Invite Bidder	Hance, Brent
Don Schrantz	Wed, Jul 23, 2003 3:38:53 PM (EDT)	View	Event Viewed
Don Schrantz	Wed, Jul 23, 2003 2:10:37 PM (EDT)	View	Event Viewed
Don Schrantz	Wed, Jul 23, 2003 12:36:13 PM (EDT)	View	Event Viewed
Don Schrantz	Wed, Jul 23, 2003 12:17:51 PM (EDT)	View	Event Viewed
Don Schrantz	Wed, Jul 23, 2003 11:39:53 AM (EDT)	Choose Backup Originator	Tucker, Bill
Don Schrantz	Wed, Jul 23, 2003 11:38:55 AM (EDT)	Upload Document	financial declaration.doc
Don Schrantz	Wed, Jul 23, 2003 11:32:16 AM (EDT)	Upload Document	Instructions.doc
Don Schrantz	Wed, Jul 23, 2003 11:31:47 AM (EDT)	Delete Document	Instructions.doc
Don Schrantz	Wed, Jul 23, 2003 11:31:35 AM (EDT)	Upload Document	Instructions.doc
Don Schrantz	Wed, Jul 23, 2003 11:29:57 AM (EDT)	Edit Event	The event description has changed from: Cinergy is requesting bids from the largest natural gas marketing and production companies to manage Cinergy's natural gas supply and assets for the period November 1, 2003 through October 31, 2004.
			to: Cinergy is requesting bids from the largest natural gas marketing and production companies to manage Cinergy's natural gas supply and assets for the period November 1, 2003 through October 31, 2004.
			The event start date has changed from: 7/23/2003 9:00:00 AM EDT to: 7/23/2003

Don Schrantz	Wed, Jul 23, 2003 11:29:09 AM (EDT)	View	12:00:00 PM EDT	Event Viewed
Don Schrantz	Wed, Jul 23, 2003 10:38:31 AM (EDT)	Invitation Deactivated		Chris Fischer has been uninvited. Reason: out on vacation
Don Schrantz	Wed, Jul 23, 2003 9:58:01 AM (EDT)	Add UNSPSC Code to Event	30222057 - Pipelines	
Don Schrantz	Wed, Jul 23, 2003 9:56:02 AM (EDT)	Remove SIC Code From Event	42 - Motor Freight Transportation And Warehousing	
Don Schrantz	Wed, Jul 23, 2003 9:56:02 AM (EDT)	Remove SIC Code From Event	473 - Arrangement Of Transportation Of Freight And Cargo	
Don Schrantz	Wed, Jul 23, 2003 9:55:17 AM (EDT)	Remove SIC Code From Event	49 - Electric, Gas, And Sanitary Services	
Don Schrantz	Wed, Jul 23, 2003 9:55:17 AM (EDT)	Add SIC Code to Event	493 - Combination Electric And Gas, And Other Utility Services	
Don Schrantz	Wed, Jul 23, 2003 9:55:17 AM (EDT)	Add SIC Code to Event	4922 - Natural Gas Transmission	
Don Schrantz	Wed, Jul 23, 2003 9:55:17 AM (EDT)	Add SIC Code to Event	4923 - Natural Gas Transmission & Distribution	
Don Schrantz	Wed, Jul 23, 2003 9:53:20 AM (EDT)	Create Event		



CONFIDENTIAL PROPRIETARY
TRADE SECRET

Bill Tucker: Bidder / Originator

System Options: New RfX / My Profile / Home

Thu, Feb 26, 2004 10:32:37 AM (EST)

Event Options: Back

RfX - All Event Activity (CIN-11677)

Instructions:

This page allows you to view all activity details.

Activity Details For: Cinergy's Asset Management Project Event

Print This Page

Name:	Date:	Action:	Description:
Bill Tucker	Thu, Feb 26, 2004 10:32:18 AM (EST)	View	Event Viewed
Bill Tucker	Thu, Feb 26, 2004 10:29:11 AM (EST)	View	Event Viewed
Don Schrantz	Wed, Dec 10, 2003 8:47:36 AM (EST)	View	Event Viewed
Don Schrantz	Wed, Dec 10, 2003 8:31:06 AM (EST)	Download Document	pricing_sheet[1].doc
Don Schrantz	Wed, Dec 10, 2003 8:27:57 AM (EST)	View	Event Viewed
Don Schrantz	Tue, Dec 9, 2003 3:12:51 PM (EST)	View	Event Viewed
Bill Tucker	Thu, Oct 2, 2003 10:01:25 AM (EDT)	View	Event Viewed
Bill Tucker	Thu, Oct 2, 2003 9:53:26 AM (EDT)	View	Event Viewed
Bill Tucker	Thu, Oct 2, 2003 9:51:02 AM (EDT)	Download Document	CG&E_pricing_sheet[1]_8-12-03.doc
Bill Tucker	Thu, Oct 2, 2003 9:50:36 AM (EDT)	Download Document	CinergyAM.doc
Bill Tucker	Thu, Oct 2, 2003 9:49:58 AM (EDT)	Download Document	pricing_sheet[1].doc
Bill Tucker	Thu, Oct 2, 2003 9:49:36 AM (EDT)	View	Event Viewed
Don Schrantz	Wed, Sep 3, 2003 7:34:12 AM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
Don Schrantz	Wed, Sep 3, 2003 7:34:02 AM (EDT)	Download Document	Cinergy_PIPELINE_MAP.pdf
Don Schrantz	Wed, Sep 3, 2003 7:33:44 AM (EDT)	Download Document	Cinergy_PIPELINE_MAP.pdf
Don Schrantz	Wed, Sep 3, 2003 7:33:33 AM (EDT)	View	Event Viewed
Bill Tucker	Tue, Aug 12, 2003 5:32:21 PM (EDT)	Download Document	pricing_sheet[1].doc
Bill Tucker	Tue, Aug 12, 2003 5:32:03 PM (EDT)	Download Document	CinergyAM.doc
Bill Tucker	Tue, Aug 12, 2003 5:31:47 PM (EDT)	Download Document	CGE_Resource_Management_Proposal_081203.doc
Bill Tucker	Tue, Aug 12, 2003 5:31:35 PM (EDT)	Download Document	CG&E_pricing_sheet[1]_8-12-03.doc
Bill Tucker	Tue, Aug 12, 2003 5:27:54 PM (EDT)	Download Document	CGE_Resource_Management_Proposal_081203.doc
Bill Tucker	Tue, Aug 12, 2003 5:27:39 PM (EDT)	Download Document	CG&E_pricing_sheet[1]_8-12-03.doc
Bill Tucker	Tue, Aug 12, 2003 5:27:04 PM (EDT)	Download Document	CinergyAM.doc
Bill Tucker	Tue, Aug 12, 2003 5:26:16 PM (EDT)	Download Document	pricing_sheet[1].doc
Bill Tucker	Tue, Aug 12, 2003 5:25:57 PM (EDT)	View	Event Viewed

pantellos - RFx - All Event Activity (CIN-11677)

Bill Tucker	Tue, Aug 12, 2003 3:14:37 PM (EDT)	View	Event Viewed
Bill Tucker	Tue, Aug 12, 2003 3:08:32 PM (EDT)	Download Document	CG&E_pricing_sheet[1]_8-12-03.doc
Bill Tucker	Tue, Aug 12, 2003 3:06:50 PM (EDT)	Download Document	CGE_Resource_Management_Proposal_081203.doc
Bill Tucker	Tue, Aug 12, 2003 3:06:13 PM (EDT)	Download Document	CG&E_pricing_sheet[1]_8-12-03.doc
Bill Tucker	Tue, Aug 12, 2003 3:04:40 PM (EDT)	Download Document	CinergyAM.doc
Bill Tucker	Tue, Aug 12, 2003 3:03:54 PM (EDT)	Download Document	pricing_sheet[1].doc
Bill Tucker	Tue, Aug 12, 2003 3:03:49 PM (EDT)	Event Locked	Automatically locked by viewing bid package.
Don Schrantz	Tue, Aug 12, 2003 2:58:49 PM (EDT)	View	Event Viewed
David Lorenz	Tue, Aug 12, 2003 2:58:05 PM (EDT)	Download Document	CGE_Resource_Management_Proposal_081203.doc
Bill Tucker	Tue, Aug 12, 2003 2:57:09 PM (EDT)	View	Event Viewed
David Lorenz	Tue, Aug 12, 2003 2:55:24 PM (EDT)	Upload Document	CGE Resource Management Proposal 081203.doc
David Lorenz	Tue, Aug 12, 2003 2:51:33 PM (EDT)	Activate Bid Package	
David Lorenz	Tue, Aug 12, 2003 2:51:25 PM (EDT)	Upload Document	
Steve Salato	Tue, Aug 12, 2003 2:30:18 PM (EDT)	Activate Bid Package	
Bill Tucker	Tue, Aug 12, 2003 2:29:39 PM (EDT)	View	CG&E_pricing_sheet[1]_8-12-03.doc
Steve Salato	Tue, Aug 12, 2003 2:22:11 PM (EDT)	Download Document	Event Viewed
David Lorenz	Tue, Aug 12, 2003 1:48:36 PM (EDT)	View	CinergyAM.doc
David Lorenz	Tue, Aug 12, 2003 1:42:43 PM (EDT)	Download Document	Event viewed
David Lorenz	Tue, Aug 12, 2003 1:39:00 PM (EDT)	Download Document	pricing_sheet.doc
David Lorenz	Tue, Aug 12, 2003 1:37:52 PM (EDT)	Download Document	AMA-CG&E.doc
David Lorenz	Tue, Aug 12, 2003 1:37:31 PM (EDT)	Download Document	Load_Profile.xls
Steve Salato	Tue, Aug 12, 2003 1:37:17 PM (EDT)	Download Document	Load_Profile.xls
Steve Salato	Tue, Aug 12, 2003 1:37:08 PM (EDT)	Upload Document	CinergyAM.doc
David Lorenz	Tue, Aug 12, 2003 1:36:44 PM (EDT)	Download Document	CinergyAM.doc
David Lorenz	Tue, Aug 12, 2003 1:36:33 PM (EDT)	Download Document	Instructions.doc
David Lorenz	Tue, Aug 12, 2003 1:36:04 PM (EDT)	Download Document	Instructions.doc
David Lorenz	Tue, Aug 12, 2003 1:35:29 PM (EDT)	Download Document	AMA-CG&E.doc
David Lorenz	Tue, Aug 12, 2003 1:34:59 PM (EDT)	Download Document	Load_Profile.xls
David Lorenz	Tue, Aug 12, 2003 1:34:50 PM (EDT)	View	pricing_sheet.doc
David Lorenz	Tue, Aug 12, 2003 1:34:27 PM (EDT)	View	Event viewed
David Lorenz	Tue, Aug 12, 2003 1:33:04 PM (EDT)	View	Event viewed
David Lorenz	Tue, Aug 12, 2003 1:32:20 PM (EDT)	View	Event viewed
David Lorenz	Tue, Aug 12, 2003 1:28:37 PM (EDT)	Download Document	pricing_sheet.doc
David Lorenz	Tue, Aug 12, 2003 1:27:33 PM (EDT)	View	Event viewed
Steve Salato	Tue, Aug 12, 2003 1:23:16 PM (EDT)	Download Document	Instructions.doc
David Lorenz	Tue, Aug 12, 2003 1:17:59 PM (EDT)	Download Document	pricing_sheet.doc
Steve Salato	Tue, Aug 12, 2003 1:15:11 PM (EDT)	Download Document	Assignment_Assumption.DOC
Steve Salato	Tue, Aug 12, 2003 1:13:13 PM (EDT)	Download Document	Instructions.doc

pantellos - RFx - All Event Activity (CIN-11677)

Steve Salato	Tue, Aug 12, 2003 1:12:44 PM (EDT)	Download Document	pricing_sheet.doc
Steve Salato	Tue, Aug 12, 2003 1:12:38 PM (EDT)	View	Event viewed
Steve Salato	Tue, Aug 12, 2003 1:10:39 PM (EDT)	View	Event viewed
Chris Fischer	Tue, Aug 12, 2003 1:03:39 PM (EDT)	Activate Bid Package	
Chris Fischer	Tue, Aug 12, 2003 1:02:45 PM (EDT)	Download Document	pricing_sheet[1].doc
Chris Fischer	Tue, Aug 12, 2003 1:02:42 PM (EDT)	Upload Document	pricing_sheet[1].doc
Chris Fischer	Tue, Aug 12, 2003 1:01:50 PM (EDT)	Download Document	pricing_sheet[1].doc
Chris Fischer	Tue, Aug 12, 2003 1:01:46 PM (EDT)	Upload Document	pricing_sheet[1].doc
Chris Fischer	Tue, Aug 12, 2003 1:01:17 PM (EDT)	Download Document	pricing_sheet[1].doc
Chris Fischer	Tue, Aug 12, 2003 1:00:05 PM (EDT)	Download Document	pricing_sheet[1].doc
Chris Fischer	Tue, Aug 12, 2003 12:59:58 PM (EDT)	Upload Document	pricing_sheet[1].doc
David Lorenz	Tue, Aug 12, 2003 12:59:24 PM (EDT)	Download Document	pricing_sheet.doc
David Lorenz	Tue, Aug 12, 2003 12:58:10 PM (EDT)	View	Event viewed
Chris Fischer	Tue, Aug 12, 2003 12:54:21 PM (EDT)	View	Event viewed
Don Schrantz	Tue, Aug 12, 2003 12:54:17 PM (EDT)	View	Event Viewed
Chris Fischer	Tue, Aug 12, 2003 12:51:33 PM (EDT)	View	Event viewed
Chris Fischer	Tue, Aug 12, 2003 12:51:19 PM (EDT)	View	Event viewed
Chris Fischer	Tue, Aug 12, 2003 12:45:51 PM (EDT)	View	Event viewed
John Minger	Tue, Aug 12, 2003 11:40:53 AM (EDT)	View	Event viewed
Bill Tucker	Tue, Aug 12, 2003 11:29:37 AM (EDT)	View	Event Viewed
Bill Tucker	Tue, Aug 12, 2003 11:01:50 AM (EDT)	View	Event Viewed
Don Schrantz	Tue, Aug 12, 2003 10:29:12 AM (EDT)	Question Read	Request for extension / Questions
Don Schrantz	Tue, Aug 12, 2003 10:28:18 AM (EDT)	View	Event Viewed
Bill Tucker	Tue, Aug 12, 2003 9:56:17 AM (EDT)	Question Read	Request for extension / Questions
Bill Tucker	Tue, Aug 12, 2003 9:52:54 AM (EDT)	Send Broadcast Message	In responding to the question about peaking agreements, I omitted a city gate peaking supply package in the north off Texas Gas for CG&E: up to 30,000 dth/d for up to 15 days during the period Dec 1 thru Feb 29, Supplier is Duke.
Bill Tucker	Tue, Aug 12, 2003 9:50:09 AM (EDT)	View	Event Viewed
Bill Tucker	Tue, Aug 12, 2003 7:49:58 AM (EDT)	Question Read	Peaking agreements and transportation discounts
Bill Tucker	Tue, Aug 12, 2003 7:49:18 AM (EDT)	View	Event Viewed
Bill Tucker	Tue, Aug 12, 2003 7:48:19 AM (EDT)	Question Read	Transport - Receipt and Delivery Points
Bill Tucker	Tue, Aug 12, 2003 7:48:05 AM (EDT)	Question Read	Transport - Receipt and Delivery Points
Bill Tucker	Tue, Aug 12, 2003 7:46:18 AM (EDT)	Question Read	Peaking agreements and transportation discounts
Bill Tucker	Tue, Aug 12, 2003 7:46:10 AM (EDT)	Question Read	Request for extension / Questions
Bill Tucker	Tue, Aug 12, 2003 7:45:53 AM (EDT)	View	Event Viewed
Sasha Duncan	Mon, Aug 11, 2003 5:18:01 PM (EDT)	Question Read	secondary rights on Tennessee capacity

Sasha Duncan	Mon, Aug 11, 2003 5:17:55 PM (EDT)	Enter Question	[private] Additional Question Also, would you please indicate maximum storage withdrawal and injection capacity and variable cost associated with injections/withdrawals? Event viewed UL_Winter_03_Supply_Portfolio.pdf Event viewed Request for extension / Questions Event viewed secondary rights on Tennessee capacity secondary rights on Tennessee capacity Event viewed [public] Peaking agreements and transportation discounts What peaking deals will be assigned to the successful bidder? Other than The Tennessee transportation are their any other transportation agreements that are discounted and subject secondary receipt point or delivery point restrictions or additional costs ? Thanks. secondary rights on Tennessee capacity secondary rights on Tennessee capacity Credit Security Requirements by Cinergy Credit Security Requirements by CGE Instructions.doc pricing_sheet.doc Event viewed CG_Winter_03_Supply_Portfolio.pdf UL_Winter_03_Supply_Portfolio.pdf Event viewed LG_Winter_03_Supply_Portfolio.pdf Load_Profile.xls Event viewed Event viewed [public] secondary rights on Tennessee capacity The Zone 1 to Zone 2 contract has limited secondary rights ("in the path", gas cannot flow into Broad Run, Zone 3). It is discounted at its primary delivery point (North Means). The discount is 13 cents/day
Steve Salato	Mon, Aug 11, 2003 5:16:21 PM (EDT)	View	
Steve Salato	Mon, Aug 11, 2003 5:11:49 PM (EDT)	Download Document	
Steve Salato	Mon, Aug 11, 2003 5:10:12 PM (EDT)	View	
Sasha Duncan	Mon, Aug 11, 2003 4:58:58 PM (EDT)	Question Read	
Sasha Duncan	Mon, Aug 11, 2003 4:58:49 PM (EDT)	View	
Sasha Duncan	Mon, Aug 11, 2003 4:57:11 PM (EDT)	Question Read	
Sasha Duncan	Mon, Aug 11, 2003 4:56:48 PM (EDT)	Question Read	
Sasha Duncan	Mon, Aug 11, 2003 4:56:37 PM (EDT)	View	
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David Lorenz	Mon, Aug 11, 2003 4:40:10 PM (EDT)	Question Read	
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David Lorenz	Mon, Aug 11, 2003 4:30:07 PM (EDT)	View	
Steve Salato	Mon, Aug 11, 2003 2:20:23 PM (EDT)	Download Document	
Steve Salato	Mon, Aug 11, 2003 2:20:17 PM (EDT)	Download Document	
Steve Salato	Mon, Aug 11, 2003 2:20:08 PM (EDT)	View	
Steve Salato	Mon, Aug 11, 2003 11:56:59 AM (EDT)	Download Document	
Steve Salato	Mon, Aug 11, 2003 11:48:52 AM (EDT)	Download Document	
Steve Salato	Mon, Aug 11, 2003 11:48:22 AM (EDT)	View	
Steve Salato	Mon, Aug 11, 2003 11:27:05 AM (EDT)	View	
Bill Tucker	Mon, Aug 11, 2003 10:47:53 AM (EDT)	Enter Response	

(\$3.93/30.4 days). TGP's recourse rate is about 25 cents/day (\$7.62/30.4 days). For any day the replacement shipper would flow to points other than North Means, TGP will bill the recourse rate for that day.

secondary rights on Tennessee capacity

Event Viewed

secondary rights on Tennessee capacity

secondary rights on Tennessee capacity

secondary rights on Tennessee capacity

Event viewed

[public]

secondary rights on Tennessee capacity

Does the Tennessee capacity have secondary rights and is the contract discounted to it's primary point? If so, does going to a secondary meter cause a max rate demand charge to be incurred? Please state the discounted rate if discounted.

Event viewed

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pricing_sheet.doc

Event viewed

Credit Security Requirements by Cinergy

Event viewed

Cinergy_PIPELINE_MAP2.pdf

Cinergy_PIPELINE_MAP.pdf

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AMA-CG&E.doc

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Credit Security Requirements by Cinergy

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Bill Tucker Mon, Aug 11, 2003 10:31:10 AM (EDT) Question Read

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Steve Salato Fri, Aug 8, 2003 6:33:40 PM (EDT) Question Read

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Bill Tucker Fri, Aug 8, 2003 3:37:27 PM (EDT) View

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Chris Fischer Fri, Aug 8, 2003 10:26:56 AM (EDT) Question Read

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David Lorenz Fri, Aug 8, 2003 8:51:52 AM (EDT) Download Document

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David Lorenz	Fri, Aug 8, 2003 8:51:19 AM (EDT)	Download Document	pricing_sheet.doc
David Lorenz	Fri, Aug 8, 2003 8:50:50 AM (EDT)	Download Document	pricing_sheet.doc
David Lorenz	Fri, Aug 8, 2003 8:50:41 AM (EDT)	Download Document	Load_Profile.xls
David Lorenz	Fri, Aug 8, 2003 8:50:19 AM (EDT)	Download Document	LG_Winter_03_Supply_Portfolio.pdf
David Lorenz	Fri, Aug 8, 2003 8:50:17 AM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
David Lorenz	Fri, Aug 8, 2003 8:50:05 AM (EDT)	Download Document	Cinergy_PIPELINE_MAP.pdf
David Lorenz	Fri, Aug 8, 2003 8:49:42 AM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
David Lorenz	Fri, Aug 8, 2003 8:49:32 AM (EDT)	Download Document	Assignment_Assumption.DOC
David Lorenz	Fri, Aug 8, 2003 8:49:26 AM (EDT)	Download Document	Assignment_Assumption.DOC
David Lorenz	Fri, Aug 8, 2003 8:49:18 AM (EDT)	Download Document	AMA-CG&E.doc
David Lorenz	Fri, Aug 8, 2003 8:48:38 AM (EDT)	View	Event viewed
Don Schrantz	Thu, Aug 7, 2003 11:08:32 AM (EDT)	View	Event Viewed
Don Schrantz	Thu, Aug 7, 2003 11:07:41 AM (EDT)	View	Event Viewed
Sasha Duncan	Wed, Aug 6, 2003 5:31:51 PM (EDT)	Download Document	Load_Profile.xls
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Sasha Duncan	Wed, Aug 6, 2003 5:31:15 PM (EDT)	Download Document	pricing_sheet.doc
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Sasha Duncan	Wed, Aug 6, 2003 5:30:51 PM (EDT)	Download Document	LG_Winter_03_Supply_Portfolio.pdf
Sasha Duncan	Wed, Aug 6, 2003 5:30:27 PM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
Sasha Duncan	Wed, Aug 6, 2003 5:30:06 PM (EDT)	Download Document	Cinergy_PIPELINE_MAP.pdf
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Sasha Duncan	Wed, Aug 6, 2003 5:29:13 PM (EDT)	View	Event viewed
Bill Tucker	Wed, Aug 6, 2003 4:23:44 PM (EDT)	Question Read	transport - receipt and delivery points
Bill Tucker	Wed, Aug 6, 2003 4:23:29 PM (EDT)	View	Event Viewed
Bill Tucker	Wed, Aug 6, 2003 4:22:25 PM (EDT)	Question Read	Transport - Receipt and Delivery Points
Bill Tucker	Wed, Aug 6, 2003 4:22:11 PM (EDT)	Question Read	Transport - Receipt and Delivery Points
Bill Tucker	Wed, Aug 6, 2003 4:20:55 PM (EDT)	Question Read	Transport - Receipt and Delivery Points
Bill Tucker	Wed, Aug 6, 2003 4:19:24 PM (EDT)	Question Read	Transport - Receipt and Delivery Points
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Bill Tucker	Wed, Aug 6, 2003 3:18:57 PM (EDT)	View	Event Viewed
Bill Tucker	Wed, Aug 6, 2003 10:35:02 AM (EDT)	Question Read	Transport - Receipt and Delivery Points
Bill Tucker	Wed, Aug 6, 2003 10:34:20 AM (EDT)	Question Read	Transport - Receipt and Delivery Points
Bill Tucker	Wed, Aug 6, 2003 10:33:30 AM (EDT)	Question Read	Transport - Receipt and Delivery Points
Bill Tucker	Wed, Aug 6, 2003 10:33:18 AM (EDT)	Question Read	Transport - Receipt and Delivery Points

Bill Tucker	Wed, Aug 6, 2003 10:33:01 AM (EDT)	View	Event Viewed
Don Schrantz	Wed, Aug 6, 2003 7:02:02 AM (EDT)	Question Read	Transport - Receipt and Delivery Points
Don Schrantz	Wed, Aug 6, 2003 7:01:23 AM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
Don Schrantz	Wed, Aug 6, 2003 7:00:44 AM (EDT)	Question Read	Transport - Receipt and Delivery Points
Don Schrantz	Wed, Aug 6, 2003 7:00:29 AM (EDT)	View	Event Viewed
John Minger	Tue, Aug 5, 2003 4:35:37 PM (EDT)	Download Document	AMA-CG&E.doc
John Minger	Tue, Aug 5, 2003 4:35:04 PM (EDT)	View	Event viewed
Steve Salato	Tue, Aug 5, 2003 4:31:25 PM (EDT)	View	Event viewed
Steve Salato	Tue, Aug 5, 2003 4:28:00 PM (EDT)	View	Event viewed
Steve Salato	Tue, Aug 5, 2003 4:27:04 PM (EDT)	Question Read	Credit Security Requirements by Cinergy
Steve Salato	Tue, Aug 5, 2003 4:26:50 PM (EDT)	Question Read	Credit Security Requirements by CGE
Steve Salato	Tue, Aug 5, 2003 4:22:04 PM (EDT)	Download Document	Assignment_Assumption.DOC
Steve Salato	Tue, Aug 5, 2003 4:20:47 PM (EDT)	Download Document	AMA-CG&E.doc
Steve Salato	Tue, Aug 5, 2003 4:20:33 PM (EDT)	View	Event viewed
Jeff Kern	Tue, Aug 5, 2003 3:45:53 PM (EDT)	View	Event Viewed
Jeff Kern	Tue, Aug 5, 2003 3:39:17 PM (EDT)	Question Read	Credit Security Requirements by CGE
Jeff Kern	Tue, Aug 5, 2003 3:37:44 PM (EDT)	Download Document	Load_Profile.xls
Jeff Kern	Tue, Aug 5, 2003 3:36:12 PM (EDT)	Download Document	pricing_sheet.doc
Jeff Kern	Tue, Aug 5, 2003 3:35:12 PM (EDT)	Question Read	Transport - Receipt and Delivery Points
Jeff Kern	Tue, Aug 5, 2003 3:34:02 PM (EDT)	View	Event Viewed
Bill Tucker	Tue, Aug 5, 2003 3:16:41 PM (EDT)	Question Read	Credit Security Requirements by Cinergy
Bill Tucker	Tue, Aug 5, 2003 3:16:40 PM (EDT)	Question Read	Credit Security Requirements by Cinergy
Bill Tucker	Tue, Aug 5, 2003 3:05:50 PM (EDT)	Enter Response	[public] Credit Security Requirements by Cinergy Cinergy has calculated that transferring title to over 13 Bcf of storage gas to its Asset Manager effective November 1st represents a current financial exposure of approximately \$72 million. This dollar estimate is based on the volumes of gas in storage or covered by storage agreements, and the current NYMEX prices for the Nov-Mar period, adjusted to a city gate price. Cinergy will use a winter price in the \$7 to \$8/Dth range to calculate its financial exposure, which will result in a credit requirement of approximately \$100 million. Cinergy may increase or decrease its credit requirement during the term of the contract based on changes in NYMEX prices.
Bill Tucker	Tue, Aug 5, 2003 2:56:15 PM (EDT)	Question Read	Credit Security Requirements by CGE
Bill Tucker	Tue, Aug 5, 2003 2:56:04 PM (EDT)	View	Event Viewed
Bill Tucker	Tue, Aug 5, 2003 2:49:25 PM (EDT)	Question Read	Transport - Receipt and Delivery Points
Bill Tucker	Tue, Aug 5, 2003 2:49:13 PM (EDT)	View	Event Viewed

Don Schrantz	Tue, Aug 5, 2003 1:53:10 PM (EDT)	Choose Backup Originator	Kern, Jeff
Don Schrantz	Tue, Aug 5, 2003 1:52:46 PM (EDT)	View	Event Viewed
Bill Tucker	Tue, Aug 5, 2003 1:50:20 PM (EDT)	Question Read	Credit Security Requirements by CGE
Bill Tucker	Tue, Aug 5, 2003 1:41:59 PM (EDT)	Question Read	Transport - Receipt and Delivery Points
Bill Tucker	Tue, Aug 5, 2003 1:41:31 PM (EDT)	View	Event Viewed
Sasha Duncan	Tue, Aug 5, 2003 1:36:27 PM (EDT)	Question Read	Transport - Receipt and Delivery Points
Sasha Duncan	Tue, Aug 5, 2003 1:36:18 PM (EDT)	Question Read	Transport - Receipt and Delivery Points
Sasha Duncan	Tue, Aug 5, 2003 1:36:09 PM (EDT)	Enter Question	[private] Transport - Receipt and Delivery Points We have been unable to find any information on transport receipt/delivery points. The Index of the Agreement between Asset Manager and CGE lists Exhibit A, Summary of Firm Contracts with Interstate Pipelines, which seems to be missing. Would you please advise what the receipt/delivery points are for each type of transport shown on the Pipeline Capacity Portfolio Diagrams. Thank you.
Sasha Duncan	Tue, Aug 5, 2003 1:36:07 PM (EDT)	Enter Question	[private] Transport - Receipt and Delivery Points We have been unable to find any information on transport receipt/delivery points. The Index of the Agreement between Asset Manager and CGE lists Exhibit A, Summary of Firm Contracts with Interstate Pipelines, which seems to be missing. Would you please advise what the receipt/delivery points are for each type of transport shown on the Pipeline Capacity Portfolio Diagrams. Thank you.
Chris Fischer	Tue, Aug 5, 2003 1:35:48 PM (EDT)	Question Read	Credit Security Requirements by CGE
Chris Fischer	Tue, Aug 5, 2003 1:35:36 PM (EDT)	View	Event viewed
Sasha Duncan	Tue, Aug 5, 2003 1:32:38 PM (EDT)	View	Event viewed
Sasha Duncan	Tue, Aug 5, 2003 1:30:32 PM (EDT)	Download Document	AMA-CG&E.doc
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Sasha Duncan	Tue, Aug 5, 2003 1:29:47 PM (EDT)	View	Event viewed
Sasha Duncan	Tue, Aug 5, 2003 1:25:15 PM (EDT)	Download Document	AMA-CG&E.doc
Sasha Duncan	Tue, Aug 5, 2003 1:25:09 PM (EDT)	View	Event viewed
Bill Tucker	Tue, Aug 5, 2003 12:36:41 PM (EDT)	Question Read	Credit Security Requirements by CGE
Chris Fischer	Tue, Aug 5, 2003 12:36:29 PM (EDT)	Question Read	Credit Security Requirements by CGE
Chris Fischer	Tue, Aug 5, 2003 12:36:04 PM (EDT)	Enter Question	[public] Credit Security Requirements by CGE Please provide an indication of the level (\$MM) of credit security which CGE will require from its asset manager.

Bill Tucker	Tue, Aug 5, 2003 12:22:28 PM (EDT)	View	Event Viewed
Chris Fischer	Tue, Aug 5, 2003 12:22:28 PM (EDT)	View	Event viewed
Bill Tucker	Tue, Aug 5, 2003 12:11:06 PM (EDT)	View	Event Viewed
Sasha Duncan	Tue, Aug 5, 2003 11:25:48 AM (EDT)	Download Document	Load_Profile.xls
Sasha Duncan	Tue, Aug 5, 2003 11:25:40 AM (EDT)	Download Document	LG_Winter_03_Supply_Portfolio.pdf
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Sasha Duncan	Tue, Aug 5, 2003 11:24:53 AM (EDT)	View	Event viewed
Steve Salato	Tue, Aug 5, 2003 8:42:38 AM (EDT)	Download Document	UL_Winter_03_Supply_Portfolio.pdf
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Steve Salato	Tue, Aug 5, 2003 8:31:06 AM (EDT)	View	Event viewed
Don Schrantz	Tue, Aug 5, 2003 7:56:46 AM (EDT)	View	Event Viewed
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Don Schrantz	Tue, Aug 5, 2003 7:47:02 AM (EDT)	View	Event Viewed
Sasha Duncan	Mon, Aug 4, 2003 5:39:32 PM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
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Sasha Duncan	Mon, Aug 4, 2003 5:39:00 PM (EDT)	Download Document	AMA-CG&E.doc
Sasha Duncan	Mon, Aug 4, 2003 5:38:45 PM (EDT)	View	Event viewed
Don Schrantz	Mon, Aug 4, 2003 3:29:22 PM (EDT)	View	Event Viewed
Bill Tucker	Mon, Aug 4, 2003 12:25:10 PM (EDT)	View	Event Viewed
Bill Tucker	Mon, Aug 4, 2003 12:20:25 PM (EDT)	View	Event Viewed
David Lorenz	Mon, Aug 4, 2003 12:10:57 PM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
David Lorenz	Mon, Aug 4, 2003 12:10:16 PM (EDT)	Download Document	Cinergy_PIPELINE_MAP.pdf
David Lorenz	Mon, Aug 4, 2003 12:05:42 PM (EDT)	Download Document	UL_Winter_03_Supply_Portfolio.pdf
David Lorenz	Mon, Aug 4, 2003 12:05:25 PM (EDT)	Download Document	pricing_sheet.doc
David Lorenz	Mon, Aug 4, 2003 12:04:41 PM (EDT)	Download Document	Load_Profile.xls
David Lorenz	Mon, Aug 4, 2003 12:01:50 PM (EDT)	Download Document	LG_Winter_03_Supply_Portfolio.pdf
David Lorenz	Mon, Aug 4, 2003 12:01:21 PM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
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David Lorenz	Mon, Aug 4, 2003 11:58:45 AM (EDT)	Download Document	AMA-CG&E.doc

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David Lorenz	Mon, Aug 4, 2003 11:58:21 AM (EDT)	Accept Invitation	Instructions.doc
David Lorenz	Mon, Aug 4, 2003 11:51:06 AM (EDT)	Download Document	Event viewed
David Lorenz	Mon, Aug 4, 2003 11:50:36 AM (EDT)	View	Terms & Conditions Accepted
David Lorenz	Mon, Aug 4, 2003 11:50:35 AM (EDT)	Accept Event Terms	UL_Winter_03_Supply_Portfolio.pdf
Sasha Duncan	Mon, Aug 4, 2003 11:33:22 AM (EDT)	Download Document	pricing_sheet.doc
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Sasha Duncan	Mon, Aug 4, 2003 11:28:23 AM (EDT)	Accept Invitation	Event viewed
Sasha Duncan	Mon, Aug 4, 2003 11:27:59 AM (EDT)	View	Terms & Conditions Accepted
Sasha Duncan	Mon, Aug 4, 2003 11:27:58 AM (EDT)	Accept Event Terms	Sasha Duncan
Bill Tucker	Mon, Aug 4, 2003 11:05:53 AM (EDT)	Invite Bidder	Event Viewed
Bill Tucker	Mon, Aug 4, 2003 11:05:17 AM (EDT)	View	UL_Winter_03_Supply_Portfolio.pdf
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Don Schrantz	Mon, Aug 4, 2003 8:22:51 AM (EDT)	View	Event Viewed
Don Schrantz	Mon, Aug 4, 2003 8:00:52 AM (EDT)	View	David Lorenz
Bill Tucker	Mon, Aug 4, 2003 7:15:05 AM (EDT)	Invite Bidder	Event Viewed
Bill Tucker	Mon, Aug 4, 2003 7:14:32 AM (EDT)	View	Instructions.doc
John Minger	Fri, Aug 1, 2003 3:22:40 PM (EDT)	Download Document	Event viewed
John Minger	Fri, Aug 1, 2003 3:22:26 PM (EDT)	View	Event Viewed
Bill Tucker	Fri, Aug 1, 2003 2:55:51 PM (EDT)	View	UL_Winter_03_Supply_Portfolio.pdf
Steve Salato	Fri, Aug 1, 2003 1:43:49 PM (EDT)	Download Document	pricing_sheet.doc
Steve Salato	Fri, Aug 1, 2003 1:43:37 PM (EDT)	Download Document	Load_Profile.xls
Steve Salato	Fri, Aug 1, 2003 1:43:22 PM (EDT)	Download Document	

https://rfx.pantellos.com/users/originator/ViewAllActivity.asp?ViewAll=1&Event ID=11677

Steve Salato	Fri, Aug 1, 2003 1:42:51 PM (EDT)	Download Document	LG_Winter_03_Supply_Portfolio.pdf
Steve Salato	Fri, Aug 1, 2003 1:42:17 PM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
Steve Salato	Fri, Aug 1, 2003 1:41:51 PM (EDT)	Download Document	Cinergy_PIPELINE_MAP.pdf
Steve Salato	Fri, Aug 1, 2003 1:40:36 PM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
Steve Salato	Fri, Aug 1, 2003 1:40:22 PM (EDT)	Accept Invitation	
Steve Salato	Fri, Aug 1, 2003 1:39:57 PM (EDT)	Download Document	Instructions.doc
Steve Salato	Fri, Aug 1, 2003 1:39:51 PM (EDT)	View	Event viewed
Steve Salato	Fri, Aug 1, 2003 1:39:12 PM (EDT)	View	Event viewed
Steve Salato	Fri, Aug 1, 2003 1:39:11 PM (EDT)	Accept Event Terms	Terms & Conditions Accepted
Don Schrantz	Fri, Aug 1, 2003 12:02:39 PM (EDT)	View	Event Viewed
Bill Tucker	Fri, Aug 1, 2003 12:00:55 PM (EDT)	Invite Bidder	Steve Salato
Bill Tucker	Fri, Aug 1, 2003 12:00:24 PM (EDT)	View	Event Viewed
John Minger	Fri, Aug 1, 2003 11:58:13 AM (EDT)	Download Document	UL_Winter_03_Supply_Portfolio.pdf
Bill Tucker	Fri, Aug 1, 2003 11:58:11 AM (EDT)	View	Event Viewed
John Minger	Fri, Aug 1, 2003 11:58:11 AM (EDT)	Download Document	pricing_sheet.doc
John Minger	Fri, Aug 1, 2003 11:57:53 AM (EDT)	Download Document	Load_Profile.xls
John Minger	Fri, Aug 1, 2003 11:57:07 AM (EDT)	Download Document	Instructions.doc
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John Minger	Fri, Aug 1, 2003 11:56:50 AM (EDT)	View	Event viewed
John Minger	Fri, Aug 1, 2003 11:43:04 AM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
John Minger	Fri, Aug 1, 2003 11:42:24 AM (EDT)	Download Document	UL_Winter_03_Supply_Portfolio.pdf
John Minger	Fri, Aug 1, 2003 11:42:07 AM (EDT)	Download Document	pricing_sheet.doc
John Minger	Fri, Aug 1, 2003 11:40:49 AM (EDT)	Download Document	Load_Profile.xls
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John Minger	Fri, Aug 1, 2003 11:40:22 AM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
John Minger	Fri, Aug 1, 2003 11:40:04 AM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
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John Minger	Fri, Aug 1, 2003 11:36:27 AM (EDT)	Download Document	Instructions.doc
John Minger	Fri, Aug 1, 2003 11:35:49 AM (EDT)	View	Event viewed
Chris Fischer	Thu, Jul 31, 2003 5:33:29 PM (EDT)	Download Document	Instructions.doc
Chris Fischer	Thu, Jul 31, 2003 5:32:01 PM (EDT)	Download Document	UL_Winter_03_Supply_Portfolio.pdf
Chris Fischer	Thu, Jul 31, 2003 5:31:23 PM (EDT)	Download Document	pricing_sheet.doc
Chris Fischer	Thu, Jul 31, 2003 5:29:45 PM (EDT)	Download Document	Load_Profile.xls
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Chris Fischer	Thu, Jul 31, 2003 5:26:41 PM (EDT)	Download Document	LG_Winter_03_Supply_Portfolio.pdf
Chris Fischer	Thu, Jul 31, 2003 5:25:00 PM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
Chris Fischer	Thu, Jul 31, 2003 5:23:21 PM (EDT)	Download Document	Cinergy_PIPELINE_MAP.pdf

Chris Fischer	Thu, Jul 31, 2003 5:21:17 PM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
Chris Fischer	Thu, Jul 31, 2003 5:20:17 PM (EDT)	Download Document	Assignment_Assumption.DOC
Chris Fischer	Thu, Jul 31, 2003 5:18:16 PM (EDT)	Download Document	AMA-CG&E.doc
Bill Tucker	Thu, Jul 31, 2003 4:09:34 PM (EDT)	View	Event Viewed
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Don Schrantz	Thu, Jul 31, 2003 4:02:33 PM (EDT)	View	Event Viewed
Chris Fischer	Thu, Jul 31, 2003 4:02:13 PM (EDT)	View	Event viewed
Chris Fischer	Thu, Jul 31, 2003 4:02:12 PM (EDT)	Accept Event Terms	Terms & Conditions Accepted
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John Minger	Thu, Jul 31, 2003 1:28:10 PM (EDT)	Download Document	pricing_sheet.doc
John Minger	Thu, Jul 31, 2003 1:28:09 PM (EDT)	Download Document	pricing_sheet.doc
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John Minger	Thu, Jul 31, 2003 1:26:14 PM (EDT)	Download Document	LG_Winter_03_Supply_Portfolio.pdf
John Minger	Thu, Jul 31, 2003 1:23:45 PM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
John Minger	Thu, Jul 31, 2003 1:22:08 PM (EDT)	Download Document	UL_Winter_03_Supply_Portfolio.pdf
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John Minger	Thu, Jul 31, 2003 1:21:57 PM (EDT)	Download Document	Load_Profile.xls
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John Minger	Thu, Jul 31, 2003 1:21:19 PM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
John Minger	Thu, Jul 31, 2003 1:21:04 PM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
John Minger	Thu, Jul 31, 2003 1:20:58 PM (EDT)	Download Document	Cinergy_PIPELINE_MAP.pdf
John Minger	Thu, Jul 31, 2003 1:20:38 PM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
John Minger	Thu, Jul 31, 2003 1:20:37 PM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
John Minger	Thu, Jul 31, 2003 1:20:07 PM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
John Minger	Thu, Jul 31, 2003 1:19:17 PM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
John Minger	Thu, Jul 31, 2003 1:19:04 PM (EDT)	Download Document	Assignment_Assumption.DOC
John Minger	Thu, Jul 31, 2003 1:18:55 PM (EDT)	Download Document	Assignment_Assumption.DOC
John Minger	Thu, Jul 31, 2003 1:18:49 PM (EDT)	Download Document	AMA-CG&E.doc
John Minger	Thu, Jul 31, 2003 1:18:18 PM (EDT)	View	Event viewed
John Minger	Thu, Jul 31, 2003 10:47:40 AM (EDT)	Download Document	Load_Profile.xls
John Minger	Thu, Jul 31, 2003 9:19:04 AM (EDT)	Download Document	LG_Winter_03_Supply_Portfolio.pdf

John Minger	Thu, Jul 31, 2003 9:14:51 AM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
John Minger	Thu, Jul 31, 2003 9:14:39 AM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
John Minger	Thu, Jul 31, 2003 9:11:39 AM (EDT)	Download Document	Cinergy_PIPELINE_MAP.pdf
John Minger	Thu, Jul 31, 2003 9:10:43 AM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
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John Minger	Thu, Jul 31, 2003 9:05:57 AM (EDT)	Download Document	AMA-CG&E.doc
John Minger	Thu, Jul 31, 2003 9:05:26 AM (EDT)	Accept Invitation	
John Minger	Thu, Jul 31, 2003 9:04:50 AM (EDT)	View	Event viewed
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Scott Wells	Thu, Jul 31, 2003 8:54:52 AM (EDT)	Download Document	pricing_sheet.doc
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Scott Wells	Thu, Jul 31, 2003 8:53:40 AM (EDT)	Download Document	Cinergy_PIPELINE_MAP2.pdf
Scott Wells	Thu, Jul 31, 2003 8:53:23 AM (EDT)	Download Document	Cinergy_PIPELINE_MAP.pdf
Scott Wells	Thu, Jul 31, 2003 8:52:19 AM (EDT)	Download Document	CG_Winter_03_Supply_Portfolio.pdf
Scott Wells	Thu, Jul 31, 2003 8:52:12 AM (EDT)	Download Document	Assignment_Assumption.DOC
Scott Wells	Thu, Jul 31, 2003 8:51:55 AM (EDT)	Download Document	AMA-CG&E.doc
Scott Wells	Thu, Jul 31, 2003 8:45:42 AM (EDT)	Accept Invitation	
Scott Wells	Thu, Jul 31, 2003 8:44:20 AM (EDT)	Download Document	Instructions.doc
Scott Wells	Thu, Jul 31, 2003 8:43:58 AM (EDT)	View	Event viewed
Scott Wells	Thu, Jul 31, 2003 8:43:57 AM (EDT)	Accept Event Terms	Terms & Conditions Accepted
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Don Schrantz	Thu, Jul 31, 2003 8:13:00 AM (EDT)	Invite Bidder	Wells, Scott
Don Schrantz	Thu, Jul 31, 2003 8:12:59 AM (EDT)	Invite Bidder	Minger, John
Don Schrantz	Thu, Jul 31, 2003 7:41:56 AM (EDT)	View	Event Viewed
Bill Tucker	Wed, Jul 30, 2003 10:30:44 AM (EDT)	View	Event Viewed
Bill Tucker	Mon, Jul 28, 2003 9:23:04 AM (EDT)	View	Event Viewed
Don Schrantz	Mon, Jul 28, 2003 8:05:00 AM (EDT)	View	Event Viewed
Don Schrantz	Thu, Jul 24, 2003 4:47:51 PM (EDT)	View	Event Viewed
Don Schrantz	Thu, Jul 24, 2003 11:57:27 AM (EDT)	View	Event Viewed
Don Schrantz	Wed, Jul 23, 2003 2:07:29 PM (EDT)	Choose Backup Originator	Tucker, Bill
Don Schrantz	Wed, Jul 23, 2003 2:06:13 PM (EDT)	View	Event Viewed
Don Schrantz	Wed, Jul 23, 2003 2:06:02 PM (EDT)	Invitation Deactivated	John Minger has been uninvited. Reason: x
Don Schrantz	Wed, Jul 23, 2003 2:05:54 PM (EDT)	Invitation Deactivated	Scott Wells has been uninvited. Reason: x
Don Schrantz	Wed, Jul 23, 2003 2:05:46 PM (EDT)	Invitation Deactivated	Brent Hance has been uninvited. Reason: x
Don Schrantz	Wed, Jul 23, 2003 2:05:38 PM (EDT)	Invitation Deactivated	Julius Leitner has been uninvited. Reason: x
Don Schrantz	Wed, Jul 23, 2003 2:05:29 PM (EDT)	Invitation Deactivated	Steve Salato has been uninvited. Reason: x

Don Schrantz	Wed, Jul 23, 2003 2:05:20 PM (EDT)	Invitation Deactivated	Greg Trefz has been uninvited. Reason: x
Don Schrantz	Wed, Jul 23, 2003 2:05:12 PM (EDT)	Invitation Deactivated	Tammy Mulrooney has been uninvited. Reason: x
Don Schrantz	Wed, Jul 23, 2003 2:05:03 PM (EDT)	Invitation Deactivated	Sasha Duncan has been uninvited. Reason: x
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Don Schrantz	Wed, Jul 23, 2003 1:24:46 PM (EDT)	Upload Document	pricing_sheet.doc
Don Schrantz	Wed, Jul 23, 2003 1:24:21 PM (EDT)	Upload Document	Load_Profile.xls
Don Schrantz	Wed, Jul 23, 2003 1:23:53 PM (EDT)	Upload Document	LG_Winter_03_Supply_Portfolio.pdf
Don Schrantz	Wed, Jul 23, 2003 1:23:32 PM (EDT)	Upload Document	Cinergy_PIPELINE_MAP2.pdf
Don Schrantz	Wed, Jul 23, 2003 1:23:09 PM (EDT)	Upload Document	Cinergy_PIPELINE_MAP.pdf
Don Schrantz	Wed, Jul 23, 2003 1:22:45 PM (EDT)	Upload Document	CG_Winter_03_Supply_Portfolio.pdf
Don Schrantz	Wed, Jul 23, 2003 1:22:22 PM (EDT)	Upload Document	Assignment_Assumption.DOC
Don Schrantz	Wed, Jul 23, 2003 1:21:58 PM (EDT)	Upload Document	AMA-CG&E.doc
Don Schrantz	Wed, Jul 23, 2003 1:21:30 PM (EDT)	Upload Document	Instructions.doc
Don Schrantz	Wed, Jul 23, 2003 1:20:12 PM (EDT)	Remove UNSPSC Code From Event	40140000 - Fluid and Gas Distribution
Don Schrantz	Wed, Jul 23, 2003 1:20:04 PM (EDT)	Add UNSPSC Code to Event	30222057 - Pipelines
Don Schrantz	Wed, Jul 23, 2003 1:19:18 PM (EDT)	Add NAICS Code to Event	22121 - Natural Gas Distribution
Don Schrantz	Wed, Jul 23, 2003 1:19:18 PM (EDT)	Add NAICS Code to Event	2212 - Natural Gas Distribution
Don Schrantz	Wed, Jul 23, 2003 1:18:33 PM (EDT)	Add SIC Code to Event	4923 - Natural Gas Transmission & Distribution
Don Schrantz	Wed, Jul 23, 2003 1:17:18 PM (EDT)	Create Event	





**Financial Declaration – Asset Management (Gas Operations)
Project**

In the event of a successful bid, BP Energy declares its intention to discuss with Cinergy the type and form of assurance of financial responsibility, which Cinergy expects will be a significant amount, for the period starting November 1, 2003, and continuing through October 31, 2004.

By: Sasha Duncan

Name: Sasha Duncan

Title: Originator, Mid-Atlantic Region

Date: August 4, 2003



**Financial Declaration – Asset Management (Gas Operations)
Project**

**In the event of a successful bid, Cinergy Marketing & Trading,
LP declares its intention to provide Cinergy with assurance of
financial responsibility of the type and form requested by
Cinergy, which Cinergy expects will be a significant amount, for
the period starting November 1, 2003, and continuing through
October 31, 2004.**

By: Chris Fischer
Name: Chris Fischer

Title: Director, Origination

Date: 7-31-03



CONFIDENTIAL PROPRIETARY
TRADE SECRET

Financial Declaration – Asset Management (Gas Operations) Project

In the event of a successful bid, ConocoPhillips Company declares its intention to provide Cinergy with assurance of financial responsibility of the type and form requested by Cinergy, which Cinergy expects will be a significant amount, for the period starting November 1, 2003, and continuing through October 31, 2004.

By: ConocoPhillips

Name: Steven M. Salato

Title: Director – Origination Gas and Power

Date: August 1, 2003



CONFIDENTIAL PROPRIETARY
TRADE SECRET

Financial Declaration – Asset Management (Gas Operations) Project

In the event of a successful bid, Occidental Energy Marketing, Inc. declares its intention to provide Cinergy with assurance of financial responsibility of the type and form requested by Cinergy, which Cinergy expects will be a significant amount, for the period starting November 1, 2003, and continuing through October 31, 2004.

By: Scott R. Wells

Name: Scott R. Wells

Title: Marketing & Origination

Date: July 29, 2003



CONFIDENTIAL PROPRIETARY
TRADE SECRET

Financial Declaration – Asset Management (Gas Operations) Project

In the event of a successful bid, Oneok Energy Marketing & Trading Company declares its intention to provide Cinergy with assurance of financial responsibility of the type and form mutually agreed upon by both parties, which Cinergy expects will be a significant amount, for the period starting November 1, 2003, and continuing through October 31, 2004.

By: Charles M. Kelley

Name: Charles M. Kelley

Title: Vice President-Midwest Origination

Date: July 30, 2003



CONFIDENTIAL PROPRIETARY
TRADE SECRET

Financial Declaration – Asset Management (Gas Operations) Project

In the event of a successful bid, _Proliance Energy, LLC
declares its intention to provide Cinergy with assurance of
financial responsibility of a type and form satisfactory to
Cinergy, which Cinergy expects will be a significant amount, for
the period starting November 1, 2003, and continuing through
October 31, 2004.

By: ___David
Pentzien_____

Name: ___David
Pentzien_____

Title: ___Director of
Sales_____

Date: _____8-1-
03_____



Pricing Sheet – Asset Management (Gas Operations) Project

**ConocoPhillips Company agrees to pay Cinergy, in the form of
a Management Fee, \$83,334 per Month starting November 1,
2003, and continuing through October 31, 2004.**

By: *Steven M. Salato*

Name: Steven M. Salato

Title: Director-Origination Gas and Power

Date: August 12, 2003



CONFIDENTIAL PROPRIETARY
TRADE SECRET

Pricing Sheet – Asset Management (Gas Operations) Project

Cinergy Marketing & Trading, LP agrees to pay Cinergy, in the form of a Management Fee, \$125,010.00 per Month starting November 1, 2003, and continuing through October 31, 2004.

Note: As additional value to Cinergy, CMT agrees to pay the Management Fee to Cinergy on the 1st day of each month, rather than on the 15th day AFTER each month.

By: Chris Fischer

Name: Chris Fischer

Title: Director, Origination

Date: 8-12-2003



CONFIDENTIAL PROPRIETARY
TRADE SECRET

Pricing Sheet – Asset Management (Gas Operations) Project

Proliance Energy, LLC

agrees to pay Cinergy, in the form of a Management Fee,

\$ 133,333 per Month starting November 1, 2003,

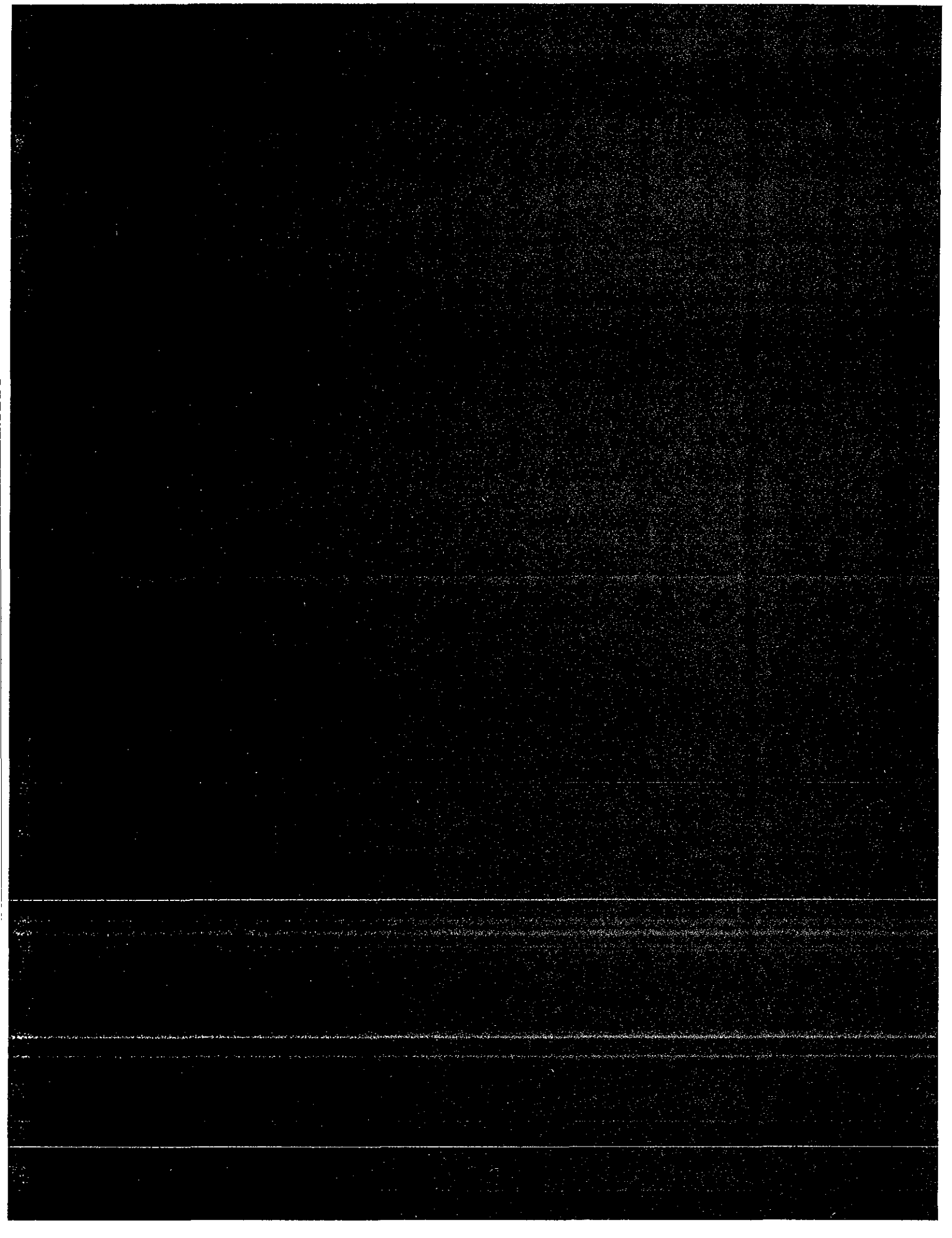
and continuing through October 31, 2004.

By: Proliance Energy, LLC

Name: David Pentzien

Title: Director Marketing

Date: 8-12-03



**CG&E Case No. 03-218-GA-GCR
Liberty Consulting Group
Management/Performance Audit
Initial Data Request Set No. 1
Request Date: February 2, 2004
Response Due Date: Feb. 27, 2004
Response Provided On:**

LIBERTY-DR-01-070

REQUEST:

70. Please provide a copy of CG&E's emergency curtailment plan together with a list of the order of curtailments of customers and customer classes. If any changes have been made since the implementation of Customer Choice programs, provide a copy of the prior plan.

RESPONSE:

CONFIDENTIAL PROPRIETARY AND TRADE SECRET

Please see the current curtailment plan attached, along with a list of customers by curtailment levels. Also attached is the curtailment plan from 1998, per your request for the prior plan.

**Witness Responsible: James P. Henning
Title: Manager, Gas Commercial Operations**

Cinergy Corp
The Cincinnati Gas & Electric Company
The Union Light, Heat & Power Company
Lawrenceburg Gas Company

GAS OPERATIONAL
CURTAILMENT PLAN

2003 – 2004

The purpose of this Gas Operational Curtailment Plan manual is to provide instruction for implementing a gas operational curtailment by Cinergy employees who work in the following areas:

- Gas Pressure Control (GC)
- Gas Commercial Operations (GCO)
- Gas Engineering (GE)
- Business Account Management (BAM)
- Call Center (CC), and
- Customer Services (CS).

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I. OPERATIONAL CURTAILMENT FOR IT CUSTOMERS

Note: See appendices for employee telephone numbers.

1. Curtailment Factors Gas Operational Curtailment is required when, in the judgment of GCO personnel, it is anticipated that we must interrupt service to part or all of our Rate IT (Interruptible Transportation) customers in order to maintain service to customers receiving gas under firm tariff rates. GCO personnel monitor a number of factors that affect gas usage. These factors include, but are not limited to: temperature, duration of temperatures; day of week, time of day, wind, cloud cover, system pressures, and customer usage on specific portions of our piping system.
2. Curtailment Assessment Personnel from GCO meet early in the morning Monday through Friday to review these factors, as well as our gas supply outlook. Based on this review, they determine if curtailment may be necessary for the following day. For weekends and holidays, the likelihood of curtailment is assessed on the prior workday.
- 3. Curtailment Implementation
When it is determined that a gas curtailment is necessary, GC (Vaught) sends a Text Page with Date/Time/Level alerting the following personnel, who respond as described:
 - A. GCO (Henning):
 - With overall responsibility for implementation of gas curtailment, assure that GCO and other personnel respond appropriately to the curtailment order.
 - Communicate with GC (Vaught) to monitor system pressure concerns.
 - Communicate with GCO representatives to monitor implementation progress.
 - B. GCO (Baker):
 - Fax customers and suppliers that a Date/Time/Level gas curtailment is in effect.
 - Post notification on the EBB advising suppliers and customers that a Date/Time/Level gas curtailment is in effect.

C. BAM (callers):

- Call GCO (Brumback) voicemail at work to leave a message in which you:
 - Confirm Date, Time, and Level of the gas curtailment, and
 - Confirm you will immediately begin calling customers.
- Reference the Cinergy Gas Curtailment Call Sheets and telephone customers, in the order noted, and do the following:
 - Identify yourself by name and reference CG&E, ULH&P, or LG
 - Inform customers that as of Date/Time, they must curtail gas usage and use no more than their Daily Firm (Contract Demand), if any:
 - From the time the curtailment is effective until 10:00 a.m.
 - For each subsequent gas day (10:00 a.m. to 10:00 a.m.) the curtailment is in effect.
 - If the customer has issues regarding curtailment, give them the GCO representative name and numbers to call, and inform them that making the call does not excuse them from the obligation to curtail as instructed. Continue calling other customers.
 - By contract with CG&E, ULH&P, or LG, as well as by Tariff, customers have a minimum 3 hour notice of curtailment.
 - We attempt to provide more than a 3 hour notice when possible. However, if a customer is contacted with less than 3 hours until the time curtailment is scheduled to begin, inform the customer this is an emergency situation and ask the customer to curtail as soon as possible, not to exceed 3 hours from the time of the call.
- Note the date/ time and person notified for each customer, on the Cinergy Gas Curtailment Call Sheet. Note any issues that arise, including referrals to GCO representatives.
- Call GCO (Brumback) voicemail at work to give notice that all calls are completed. Include details regarding any curtailment issues brought up by customers.

D. GCO (Brumback):

- Call GCO (Henning) to confirm receipt of message
- Check voicemail at work to confirm that each BAM caller has left a message acknowledging curtailment notification. If a BAM caller does not leave a voicemail to acknowledge curtailment notification, first attempt to contact the caller, and if necessary, arrange for the back-up caller to call the assigned customers.
- Notify GCO (Henning) as soon as all BAM callers respond that they are making calls.
- Notify GCO (Henning) immediately after all BAM callers report in that all of their customers have been contacted.
- Notify the appropriate GCO representative of details regarding any curtailment concerns brought up by individual customers.

E. CC (Brown): notify the Shift Desk that agents are to forward calls from IT customers to GCO (Representatives).

F. CS (Baird): maintain availability of personnel in case multiple shut-offs in a short period of time are requested.

G. GCO (Representatives):

- Edit the two Automatic Meter Reading programs (before 10:00 a.m.) to change the times they call in their reports. Change the call frequency (e.g. every 2 hours) to be effective at a certain time (e.g. starting at 4:00 a.m.). Determine time changes based on curtailment conditions.
- Contact the following companies, which have exceptions to the 3 hour notice for curtailment:
 - Newport Steel has 12 hours to curtail
 - Jefferson Smurfitt (Middletown only) has 8 hours to curtail.
- Monitor usage levels in relation to Daily Firm (Contract Demand)
- Work with customers to resolve curtailment issues, and determine appropriate responses.
- If AMR units are not operational for particular customers, GCO representatives may contact the BAM representative to obtain an on-site meter read. Additional, follow-up reads will be requested as necessary. Note both the meter (corrector) read and the time of the read, along with the other interruption documentation for that customer on the CInergy Gas Curtailment Call Sheet.

4. Curtailment Termination

GC (Vaught) determines date and time to end curtailment, and sends a Text Page alerting the following personnel, who respond as described below:

A. GCO (Henning):

- With overall responsibility for implementation of gas curtailment, assure that GCO and other personnel respond appropriately to the curtailment termination order.
- Communicate with GC (Vaught) to monitor system pressure concerns.
- Communicate with GCO representatives to monitor implementation progress.

B. BAM (callers):

- Call GCO (Brumback) voicemail at work to leave a message in which you:
 - confirm the Date and Time curtailment is ended, and
 - acknowledge you will immediately begin calling customers.
- Notify customers that as of Date/Time, they no longer need to curtail gas usage.
- Note the date, time and person notified for each customer on the Cinergy Gas Curtailment Call Sheet.
- After all customer calls have been made, call GCO (Brumback) voicemail at work to give notice that all calls are completed. Include details regarding any curtailment issues brought up by customers.
- Provide a photocopy of Cinergy Gas Curtailment Call Sheets, which contain curtailment contact information, to GCO (Brumback).

C. GCO (Brumback):

- Call GCO (Henning) to confirm receipt of message
- Check voicemail at work to confirm that each BAM caller has left a message acknowledging receipt of the message. If a BAM caller does not leave a voicemail to confirm receipt of the message regarding the end of curtailment, first attempt to contact the caller, and if necessary, arrange for the back-up caller to call the assigned customers.

- Notify GCO (Henning) as soon as all BAM callers respond that they are making calls.
- Notify GCO (Henning) immediately after all BAM callers report in that all of their customers have been contacted.

D. GCO (Baker):

- Fax notification to customers that curtailment is ending as of Date/Time
- Post the same notification on the EBB

E. GCO (Representatives):

- Resolve customer issues
- Determine billing adjustments
- Institute long-term responses with customers as necessary
- Create records for management audits and future references.

F. CC (Brown): notify the Shift Desk, continue to forward calls from IT customers to GCO (Representatives).

G. CS (Baird): crews no longer need to be available to shut off IT customers.

5. Potential Curtailment Alert

Depending on prevailing conditions and timing, GCO personnel may decide to issue a Potential Curtailment Alert. If this happens, GC (Vaught) sends a Text Page alerting the following personnel, who respond as described below:

A. GCO (Representatives):

- Edit the Automatic Meter Reading programs (before 10:00 a.m.) to change the frequency at which they call in their reports, effective at a certain time (e.g. starting at 4:00 a.m.). Determine program changes based on curtailment conditions.
- As necessary based on curtailment conditions, contact the following companies, which have exceptions to the 3 hour notice for curtailment:
 - Newport Steel has 12 hours to curtail
 - Jefferson Smurfitt (Middletown only) has 8 hours to curtail.

B. BAM (Representatives): maintain a heightened state of alert over the specified period of time.

- C. CS (Baird): assure crew availability, because multiple shut-offs in a short period of time may be requested.

II. DEFINITIONS

- Daily Firm (Contract Demand) - the volume of firm gas that an Interruptible Transportation (IT) customer contracts to use daily without interruption. This volume of gas is billed in accordance with the Company's General Service Rate GS or Firm Transportation Rate FT. If mutually agreed to, the Contract Demand may be changed once a year. In the event of interruption of service, the Company may increase the customer's Contract Demand if the customer's daily gas usage exceeds the Contract Demand as stated in the Gas Transportation Agreement.
- Operational Curtailment - a system peak day causes the gas distribution system to be running at full capacity in order to meet the requirements of firm gas customers, and necessitating curtailment of IT customers to the level of their firm Contract Demand as set forth in the customer's Gas Transportation Agreement. If an IT customer continues to have gas delivered to the Company's city gate during a period of curtailment, the Company will not be able to deliver the gas to the customer. Serving IT customers under these circumstances would result in pressure drops in the system, and could cause system outages and loss of service to firm customers.
- Supply Curtailment - occurs when an IT customer's gas supply is not delivered to the Company's city gate - normally by their Supplier - and the Company cannot provide supplemental gas (back-up supply). Therefore, the customer must curtail usage to the level of the firm Contract Demand set forth in their Gas Transportation Agreement, or as amended. If supplemental gas is available, the Supplier has a choice of either curtailing their individual customers' usage to the level of their firm Contract Demand, or continuing to allow customers to use gas, with the Supplier paying the Company's highest incremental cost of gas (supplemental gas rate) for the gas supplied by the Company during this period.
GCO personnel administer gas Supply Curtailments, as well as Operational Flow Orders.

III. BASIS OF AUTHORITY

Tariffs approved by the utility commissions in Ohio, Kentucky and Indiana, specify general provisions under which customers may agree to interruptible service.

Additionally, all Rate IT Customers have signed Agreements (contracts) in which the customer has agreed to interrupt, or curtail their natural gas to not exceed their Contract Demand (allowed Daily Firm usage), upon request by the Company.

Gas Operational Curtailment is required when, in the judgment of GCO personnel, it is anticipated that we must interrupt service to part of all of our Rate IT customers in order to maintain service to customers receiving gas under firm tariff rates.

In an effort to allow as many IT customers as possible with the opportunity to continue using natural gas for as long as possible, Gas Engineering performed an extensive analysis of their gas delivery system. The analysis considered factors including, but not limited to:

- temperature, duration of temperatures, wind speed, cloud cover, day of week, time of day, system pressures
- distribution system pressure serving the particular facilities (e.g. standard pressure, intermediate pressure, or transmission pressure.)
- physical location of the customers' facilities on the gas system, and
- customer loads.

As a result of this analysis, Gas Engineering categorized interruptible transportation customers' facilities into four (4) groups, referred to as Level 1, Level 2, Level 3, and Level 4. Each successive Level is curtailed only as necessary to maintain service to Firm Customers.

- Level I Curtailment begins at approximately +5°F.
- Level II Curtailment begins at approximately 0° F.
- Level III Curtailment begins at approximately -5°F.
- Level IV Curtailment begins at approximately -10°F.

IV. EXTENDED OPERATIONAL CURTAILMENT

Should emergency curtailment of other customers in addition to Interruptible Transportation Customers be required, curtailment shall be implemented in each state by methods approved by the public utility commission in each respective state:

- Administrative Order #46 of the Public Utilities Commission of Ohio
- Administrative Order #84 of the Public Service Commission of Kentucky
- "Rates, Rules & Regulations" of the Lawrenceburg Gas Company as filed with the Public Service Commission of Indiana, Sheet No. 25.

GCO (Henning) will contact Corporate Communications personnel to request a general public service announcement in accordance with the requirements for each state. If necessary, individual customers with significant usage will be individually contacted to request that they reduce gas usage to levels needed for human welfare and plant protection. GCO personnel will maintain this list of customers and implement this curtailment as necessary. GCO (Henning) will determine if and when to contact public utility commissions.

V. REVISION RESPONSIBILITIES

GCO personnel update the Operational Curtailment Plan, including CG&E employee contact information, customer contact information on Cinergy Gas Curtailment Call Sheets, curtailment levels, prioritization within curtailment levels based on recent usage history, and process changes. An updated manual is developed each year for distribution to all personnel with responsibilities for implementing the Curtailment Plan.

VI. QUESTIONS AND ANSWERS FOR BAM CALLERS

- *What do I need to do prior to implementation of a curtailment?*
 - Read and understand the Gas Operational Curtailment Plan. Ask any questions necessary to assure complete understanding of all responsibilities.
 - Maintain readiness to respond to a page indicating gas curtailment is necessary. Be aware that the potential for curtailment increases when temperatures reach 10 degrees F and below.
 - Visit each natural gas meter that you are responsible for reading to ensure that you know where it is located and how to gain access in case you are required to physically read the meter. Understand which device on the meter you are required to read.
- *How will I be notified if curtailment is needed?*
 - You will receive a Text Page from Gas Control, including the Date, Time and Level of curtailment.
 - If the Text Page system is not working, a GCO Representative will contact you by telephone, or telephone page.
- *What should I say to the customer when I call to tell them to curtail?*
 - Identify yourself.
 - Tell the customer that CG&E/ULH&P/LG is calling a natural gas curtailment effective _____ Date and _____ Time.
 - Tell them they must reduce gas usage to not more than their Daily Firm (Contract Demand) level.
- *Do I have to talk with a person, or can I just leave a voicemail?*

You MUST talk with a person. DO NOT consider voicemail an adequate notification of curtailment.
- *Will I have to go out to read the gas meters if curtailment is necessary?*

As long as the Automatic Meter Reading (AMR) devices are working, it will not be necessary for you to read the gas meters. However, if there is an AMR failure, the GCO Representative may ask you to read that meter (read the corrector if there is one).

Gas Operational Curtailment Plan

Cinergy Names and Numbers

Gas Operations Management

	<u>Work</u>	<u>Home</u>	<u>Mobile</u>	<u>Pager</u>
Patty Walker*	513-287-2225	859-341-2160	513-403-6409	513-333-1586

Gas Pressure Control (GC)

	<u>Work</u>	<u>Home</u>	<u>Mobile</u>	<u>Pager</u>
Doug Vaught	513-287-3590	513-367-6180	513-659-1012	513-639-3388
Eric Emmerich	513-287-2559	859-331-4433		

Gas Commercial Operations (GCO)

	<u>Work</u>	<u>Home</u>	<u>Mobile</u>	<u>Pager</u>
Jim Henning*	513-287-4078	513-943-9797	513-520-4990	513-639-3411
Phyllis Baker	513-287-3106	859-291-3744	513-260-8153	513-219-6691
Bob Bandenburg*	513-287-3963	513-564-8705	513-673-2859	513-333-2778
Mike Brumback*	513-287-1240	513-233-3854	513-659-2425	513-219-3084
Lavonna Foster	513-287-2748	513-733-5019	513-519-2845	513-219-9137
Jeff Kern	513-287-2837	859-586-1603		513-665-8621
Don Schierenbeck*	513-287-3624	513-347-0710	513-519-2844	513-219-5751
Bill Tucker	513-287-1060	812-537-5193	513-218-8677	513-287-3300-0496

Gas Engineering (GE)

	<u>Work</u>	<u>Home</u>	<u>Mobile</u>	<u>Pager</u>
Gary Hebbeler	513-287-2457	859-341-6441	513-543-2499	513-219-1973
Paul Ziegler	513-287-2249	513-662-8387		
Vince Andres	513-287-2740	812-637-5208		513-414-0342
Ken Finke	513-287-3121	513-385-3166		513-665-8309
Joe Hall	513-287-2296	859-356-6501		513-219-0624

Business Account Management (BAM)

Management and Administrative Personnel

	<u>Work</u>	<u>Home</u>	<u>Mobile</u>	<u>Pager</u>
Todd Arnold*	513-287-2844	859-426-0774	513-673-7728	513-357-7149
Jim Willis*	513-287-1775	859-384-0016	513-403-4707	513-357-0885
Dana Moses*	317-838-6828	317-272-0220	317-753-2675	513-219-0416
Rich Philip*	317-838-1335	317-839-5146	317-691-8443	317-365-2117
Stan Pugh*	317-838-2246	317-838-9465	317-409-4679	513-357-0409

Key Account Managers

Dan Blanton	513-287-5450	859-356-3056	513-535-1054	513-219-6946
Terry Holt	317-838-4637	317-838-0752	317-508-4518	800-348-7460
Mark Horton	317-838-1896	317-859-0234	317-753-8348	317-367-0010
Pat More	513-287-5448	859-534-5379	513-543-4729	513-219-2353
Ray O'Neal	877-539-8002	317-539-2969	317-431-9509	513-219-2045
Rob Parrett	317-838-1436	317-882-4865	317-694-6020	317-692-3781
Gary Schulte	513-287-3434	513-398-5118	513-535-1039	513-219-6948
Dean Sprague	513-287-2202	513-779-0486	513-543-0165	513-219-5756
Mark Thompson	317-838-1442	765-766-5926	317-727-3229	513-219-3168

Business Service Specialists - East

	<u>Work</u>	<u>Home</u>	<u>Mobile</u>	<u>Pager</u>
Sandy Bradford	513-287-7231	513-797-5410	513-403-5431	513-639-4107
Sue Detmer	513-287-7232	513-489-2446	513-535-6218	513-639-4106
Bill Fleissner*	513-287-7233	859-635-0339	513-646-9718	513-219-0526
Rick Kappesser	513-287-7234	859-441-7773	513-312-4810	513-639-4101
Bob Neyer	513-287-7235	513-451-2495	513-543-4474	513-357-1907
Ron Wainscott	513-287-7236	513-779-0274	513-520-8211	513-219-0379

Business Service Specialists - West

Ray Belden	317-838-4920	317-272-2392	317-418-9788	317-367-6143
John Driscoll	317-838-4921	812-448-8888	812-249-3022	317-235-3934
Jeff Honaker	317-838-4922	317-831-7333	765-427-4436	513-219-6646
Rick Mifflin	317-838-4923	317-844-2179	317-697-8242	513-219-4852
Kurt Phegley	317-838-4924	317-254-0982	317-502-1508	317-367-1964
Mike Smith	317-838-4925	812-372- 3851	812-343-2088	812-379-0877

Regional Service Engineers

	<u>Work</u>	<u>Home</u>	<u>Mobile</u>	<u>Pager</u>
Vern Hackworth*	513-287-1068	812-934-6091	513-310-9910	513-219-4177
Dale Ankenman	513-287-3577	859-282-1860	513-403-0492	513-639-4104
Nick Beck	513-287-3973	513-841-0678	513-532-4896	513-639-3260
Mike Heath	513-287-5447	859-586-7789	513-535-6213	513-219-6804
Rob Hazelbaker	513-287-5642	513-233-0894	513-646-0168	513-219-6033
Joe McGinnis	513-287-4755	513-825-0669	513-535-1035	513-639-4105

Back-up Callers

	<u>Work</u>	<u>Home</u>	<u>Mobile</u>	<u>Pager</u>
Cora Blakey	513-287-7242	513-621-7268	N/A	N/A
Judy Diver	513-287-7244	513-233-3483	N/A	N/A
Jerry Nicholas	513-287-7241	513-921-7741	N/A	513-639-3303

Call Center

	<u>Work</u>	<u>Home</u>	<u>Mobile</u>	<u>Pager</u>
Becky Brown	513-287-3093	859-781-6866	N/A	513-768-0112
Debbie Wade	513-287-3374	513-922-2518	N/A	513-414-0251
Don Bailey	513-287-2248	513-522-1789	N/A	513-414-1457
Jeff Campbell	513-287-2114	513-741-4335	N/A	513-219-9210
Shift Desk	513-287-2468			

Customer Services (CS)

	<u>Work</u>	<u>Home</u>	<u>Mobile</u>	<u>Pager</u>
Jerry Baird	513-287-1718	513-829-5009	513-543-0724	513-219-1428
Penney Morsch	513-287-5315	513-528-6435	513-673-9328	513-639-0032

* Denotes holder of a full set of call sheets.

Id	Level	Name	Num	Str	Tn
	2	U.C. Genome Research	2190	Galbraith Rd E.	Cincinnati
	3	Cincinnati Water Works	5655	Kellogg Ave.	Cincinnati
10201100	2	Aramark Services Inc.	4936	Montgomery Rd	Cincinnati
10201110	2	Aramark Services Inc.	4936	Montgomery Rd	Cincinnati
10203600	2	Bethesda Base	619	Oak St	Cincinnati
10203610	2	Bethesda North	10500	Montgomery Rd	Cincinnati
10204000	2	Children's Hospital Medical Center	3333	Burnet Ave.	Cincinnati
10206700	3	Christ Hospital	2139	Auburn Ave	Cincinnati
10206900	2	Cintas	5570	Ridge Rd	Cincinnati
10209600	2	Deaconess Hospital	311	Straight St	Cincinnati
10210600	1	Don Ciscle Construction	501	Augsburger Rd	New Miami
10213500	2	Carew Realty		Carew Tower Suite 500	Cincinnati
10213510	2	Carew Realty		Carew Tower Suite 500	Cincinnati
10213600	2	Cargo Clean	10300	Evendale Dr.	Cincinnati
10219500	2	Good Samaritan Hosp	3217	Clifton Ave	Cincinnati
10228000	2	Alliance Business Center	3200	Burnet Ave	Cincinnati
10228010	2	The Jewish Hospital Kenwood	8700	Kenwood rd	Cincinnati
10229000	2	World Color	3600	Red Bank Rd.	Cincinnati
10229010	2	World Color	760	Fujitec Dr.	Lebanon
10230000	1	Kings Island	6550	Columbia Rd	Kings Mill
10236500	1	Mercy Hospital Anderson	7500	State Rd	Cincinnati
10247000	2	Mercy Franciscan Hosp. Mt Airy	2446	Kipling Rd	Cincinnati
10252500	2	River Transportation	5297	River Rd	Cincinnati
10255300	3	Shriners Hospitals	3229	Burnet Ave	Cincinnati
10255600	1	Sisters Of Charity	5900	Bender Rd	Cincinnati
10256200	2	Mercy Franciscan Hosp. Western Hills	3131	Queen City Ave	Cincinnati
10257500	2	Crowne Plaza Cincinnati	15	W Sixth St	Cincinnati
10257510	2	Crowne Plaza Cincinnati	15	W Sixth St	Cincinnati
10261000	2	Union Central Life Ins	1876	Waycross Dr	Forest Park
10261500	4	University Of Cincinnati	3001	Vine St	Cincinnati
10261600	2	University Hospital	202	Goodman	Cincinnati
10400300	2	A B Steel Mill Inc.	204	W North Bend Rd	Cincinnati
10400700	2	PCS Purified Phosphates	10818	Paddy's Run Rd	Fernald
10401000	2	Color Intermediates	5366	Este Ave	Cincinnati
10402100	2	Ashland Petroleum	11001	Brower Rd	North Bend
10402500	2	Avon Products	175	Progress Pl	Cincinnati
10403200	1	Barrett Paving	12075	Hamilton Ave	Cincinnati
10403220	1	Barrett Paving	7374	Main St	Newtown
10403240	1	Barrett Paving	7721	Vine St	Cincinnati
10403250	1	Barrett Paving	2201	Grand Ave	Cincinnati
10403260	1	Barrett Paving	9550	Valley Junction Rd	Cleves
10406200	2	CDR Pigments & Disper.	410	Glendale-Milford Rd	Cincinnati
10406800	2	Cindus	500	Station Ave	Cincinnati
10406900	2	Sawbrook Steel Castings	425	Shepherd Ave.	Lockland
10406950	2	Coca Cola Bottling Co.	5066	Duck Creek Rd.	Cincinnati
10406960	2	Coca Cola Bottling Co.	5066	Duck Creek Rd.	Cincinnati
10407000	2	Cincinnati Drum Service	391	Smalley Rd	Cincinnati
10407300	2	Cincinnati Milacron Inc.	3202	Disney St	Cincinnati
10407700	4	Cincinnati Paperboard	5500	Wooster Pk	Cincinnati
10408000	2	Cincinnati Steel Treating	5701	Mariemont	Cincinnati
10408100	3	Cincinnati Water Works	5655	Kellogg Ave.	Cincinnati
10408300	2	Combined Container	7741	School Rd	Cincinnati
10408400	2	Container Corp. Of Amer.	9960	Alliance Rd	Cincinnati
10408500	2	John Morrell Co.	801	E Kemper Rd	Cincinnati
10410400	2	Diversey Corp	3630	E Kemper Rd	Sharonville
10412500	2	E M Science	2909	Highland	Cincinnati
10414000	3	Epcor Foundries	425	North Bend Rd	Cincinnati
10414500	2	Ethicon Endo-surgery	4545	Creek Rd	Blue Ash
10414510	2	Ethicon Endo-surgery	4545	Creek Rd	Blue Ash

10415000	2	FERMCO	7400	Wiley Rd.	Harrison
10415500	2	F L Emmert	2007	Dunlap St	Cincinnati
10416610	2	Ford Motor Co	3000	Sharon Rd	Cincinnati
10416700	2	Formica	10155	Reading Rd	Cincinnati
10416710	2	Formica	10155	Reading Rd.	Cincinnati
10416750	1	Formica	10157	Reading Rd.	Cincinnati
10418000	4	Frischs Restaurants Inc.	3011	Stanton Ave.	Cincinnati
10418500	2	General Electric	1	Neumann Way	Evendale
10418510	2	General Electric		Reading Rd & Cooper	Evendale
10421200	2	H B Fuller	4450	Malsbary Rd	Cincinnati
10421400	2	Hater Industries	240	Stille Dr	Cincinnati
10422000	2	B'Way (was Milton Can)	8200	Broadwell Rd	Cincinnati
10422100	2	Henkel Corp	4900	Este Ave	Cincinnati
10422110	2	Henkel Corp		June & Long St	Cincinnati
10422120	2	Henkel Corp	4900	Este Ave	Cincinnati
10422130	2	Henkel Corp	4900	Este Ave	Cincinnati
10423000	2	Hilton-Davis	2235	Langdon Farm Rd	Cincinnati
10423010	2	Hilton-Davis	2235	Langdon Farm Rd	Cincinnati
10425000	2	International Paper	6283	Tri-Ridge Blvd	Loveland
10425700	2	Interstate Brands	747	Hudepohl St	Cincinnati
10427500	2	James B. Beam Distilling	120	Section Rd	Cincinnati
10430400	3	Kahn's & Co	3215	Spring Grove Ave	Cincinnati
10430700	2	Husman Snack Foods	1621	Moore	Cincinnati
10430710	2	Husman Snack Foods	1621	Moore	Cincinnati
10430800	2	Keebler Company		One Trade St	Cincinnati
10430810	2	Keebler Company		One Trade St	Cincinnati
10431000	2	Owens Corning	10100	Brower Rd	North Bend
10432000	2	Kroger	1240	State Ave	Cincinnati
10432010	2	Kroger Dairy	11801	Chesterdale Ave	Cincinnati
10436560	2	Aventis Pharmaceuticals	2110	E Galbraith Rd	Cincinnati
10436580	2	Metro Container	4927	Beech St	Cincinnati
10437100	2	Body Cote Thermal Processing	710	Burns St.	Cincinnati
10438010	3	Micro Metal Finishing	3460	Spring Grove	Cincinnati
10438200	2	Bayer Corp.		River Rd	Addyston
10438300	2	Rohm and Haas	1559	West St	Cincinnati
10441500	2	North Amer Refractories	8361	Broadwell Rd	Cincinnati
10442000	3	Nutone Inc.	4820	Redbank Rd	Cincinnati
10442400	4	Occidental Chemical	4701	Paddock Rd	Cincinnati
10446400	2	Cincinnati Specialties	501	Murray Rd	Cincinnati
10446500	2	Procter & Gamble	301	E 6th St	Cincinnati
10446510	2	Procter & Gamble	11473	Grooms Rd	Cincinnati
10446530	2	Procter & Gamble	5201	Spring Grove Ave	Cincinnati
10446540	2	Procter & Gamble	6083	Center Hill Rd	Cincinnati
10446550	2	Procter & Gamble	11810	E Miami River Rd	Cincinnati
10446580	2	Procter & Gamble	4700	Este Ave.	Cincinnati
10448500	2	Queen City Barrel	1937	South St	Cincinnati
10448700	4	Queen City Steel	2982	Spring Grove Ave	Cincinnati
10450000	1	Quikrete Co	5425	Kilby Rd	Harrison
10451200	2	Chex Inc.	11301	Mosteller Rd	Cincinnati
10452000	2	Reliable Castings	3530	Spring Grove Ave	Cincinnati
10453000	2	Rock Tenn	3347	Madison Rd	Cincinnati
10453500	2	Ruetgers Nease Chem	10740	Paddy's Run Rd	Fernald
10454100	2	S. Rosenthal & Co	9933	Alliance Rd	Cincinnati
10454500	4	Samuel Adams Brewery Inc.	1625	Central Pkwy	Cincinnati
10454600	2	Senco Products Inc	8450	Broadwell Rd	Cincinnati
10455000	2	Equilon Enterprises LLC	5150	River Rd	Cincinnati
10455200	2	Shepherd Chemical Co	4900	Beech St	Cincinnati
10456000	1	Shelly Materials Inc.	387	Smalley Rd	Cincinnati
10456200	2	Standard Publishing	8121	Hamilton Ave.	Cincinnati
10456300	2	Steelcraft Mfg.	9017	Blue Ash Rd	Cincinnati

10456400	2	Stegner Food Products	5	Chili Hill Dr	Cincinnati
10456500	2	Sun Chemical	4526	Chickering Ave	Cincinnati
10456510	2	Sun Chemical	4526	Chickering Ave	Cincinnati
10459000	2	Trey Corrugated Corp	9048	Port Union - Rialto Rd	West Chester
10459400	2	Trinity Industries	11861	Mosteller Rd	Cincinnati
10461300	2	United Dairy Farmers	3955	Montgomery Rd	Cincinnati
10463310	1	Valley Asphalt	612	W Mehring Way	Cincinnati
10463320	1	Valley Asphalt	7940	Main St	Newtown
10463340	1	Valley Asphalt	11641	Mosteller Rd	Cincinnati
10465000	2	Royster Clark Nitrogen	10743	Brower Rd	North Bend
10466510	4	W R Grace	4775	Paddock Rd	Cincinnati
10466700	2	Willard Industries	1253	Knowlton St.	Cincinnati
10467000	3	Witt Company	4454	Steel Pl	Cincinnati
10469510	2	X-tek (Sharonville)	11451	Reading Rd	Cincinnati
10469800	2	C. W. Zumbiel Co.	2339	Harris	Cincinnati
10469820	3	C. W. Zumbiel Co.	1743	Cleneay	Cincinnati
10611000	2	Drake Center	151	W Galbraith Rd	Cincinnati
10636600	2	Metropolitan Sewer Dist	1600	Gest St	Cincinnati
10636620	2	Metropolitan Sewer Dist	225	Wilmer St	Cincinnati
10862000	2	U.S. EPA	26	W M. L. King Dr	Cincinnati
10864000	2	Veterans Admin Hosp	3200	Vine St	Cincinnati
1490500	2	Anchor Glass	200	W Bellview Dr	Lawrenceburg
1491000	2	Air Gas Carbonic Industries Corp		Front & Sixth Sts	Lawrenceburg
1492000	2	Gibbco		Tanners Creek	Lawrenceburg
1498000	2	Pernod Recard USA	7	Ridge Ave	Lawrenceburg
1498010	2	Pernod Recard USA	7	Ridge Ave	Lawrenceburg
1498500	2	Sperry Rubber & Plastics	9146	Us 52	Brookville
1692000	2	Dearborn Cnty Hospital	600	Wilson Creek Rd	Lawrenceburg
20235000	2	Unifirst Corp.	265	Industrial Dr.	Franklin
20237320	2	Middletown Reg. Hospital	105	McKnight Dr.	Middletown
20400400	2	UBE Automotive (nee A-Mold)	4600	Mason-Montgomery Rd	Mason
20400500	2	Aeronca	1712	Germantown Rd	Middletown
20400600	2	Akers Packaging	2820	Lefferson Rd	Middletown
20401700	1	Armrel Bymes	222	Oxford State Rd	Middletown
20403400	2	Bay West Paper Co.	700	Columbia Ave	Middletown
20406600	2	Cheney Pulp & Paper	813	Anderson St	Franklin
20417500	2	Franklin Boxboard	50	E 6th St P.o.box 427	Franklin
20418810	2	Atlas Roofing Corporation	535	Oxford Rd	Franklin
20418830	2	Atlas Roofing Corporation	125	N River St	Franklin
20424500	2	Iko Manufacturing	1200	S Main St	Franklin
20424700	2	Inland Container Corp	912	Nelbar St	Middletown
20427000	2	Jefferson Smurfit	407	Charles St.	Middletown
20436100	2	Magnode	400	E. State St	Trenton
20437220	2	Miami Packaging	1701	Reinartz Blvd	Middletown
20437230	2	Miami Valley Paper	413	Oxford Rd	Franklin
20438000	2	Mitsubishi Elec Mfg	4773	Bethany Rd	Mason
20445200	2	PCA	1824	Baltimore St	Middletown
20446450	2	Pre Finish Metals Inc.	2400	Yankee Rd	Middletown
20459200	1	Barrett Paving	1515	14Th St	Middletown
2047	2	SSE Manufacturing	7605	Empire Dr.	Florence
20480000	2	Worthington Steel	350	Lawton Ave	Monroe
20633500	2	Lebanon Corr Institution	3791	State Route 63	Lebanon
2100	1	Barrett Paving		Industrial Rd	Crittenden
2105	1	Michels Paving	1547	Youell Rd	Hebron
22502205	2	Quantum Metals, Inc.	3675	Taft Dr.	Lebanon
30236520	2	Clermont Mercy Hospital	3000	Hospital Rd.	Batavia
30403270	1	Barrett Paving	8550	Glendale-Milford Rd	Camp Denison
30407350	2	Cincinnati Milacron Inc.	418	West Main St.	Mt. Orab
30416500	2	Ford Motor Co	1981	Front Wheel Dr	Batavia
40302208	1	Barrett Paving	7	Interstate Access Rd	Wilder

50236510	2	Mercy Hospital Fairfield	3000	Mack Rd	Fairfield
50426200	2	Hudson Foods	9990	Princeton Road	Cincinnati
50438400	1	Mt Pleasant Blacktop	3199	Production Dr	Fairfield
50455250	2	Shepherd Color Co	4539	Dues Dr	Cincinnati
50455260	2	Shepherd Color Co	4585	Dues Dr	Cincinnati
50463330	1	Valley Asphalt	3910	Kraus Ln	Ross
70403280	1	Barrett Paving	4000	Turtle Creek Rd	Lebanon
70407100	1	Cincinnati Electronics	7500	Innovation Way	Mason
70407400	2	Siemens Motion Control Systems	1151	Mason-Morrow-Millgrove Rd	Lebanon
70425000	1	International Paper Co	990	Reading Rd	Mason
70444000	2	Sumitomo Sitix Silicon	537	Grandin Rd	Mainville
70446560	1	Procter & Gamble	8700	Mason-Montgomery Rd.	Mason
70463300	1	Valley Asphalt	4850	Stubbs Mill Rd	Morrow
70468000	1	Blackhawk Plastics	4219	E Main St	Mason
70468010	1	Blackhawk Plastics	4219	E Main St	Mason
80285700	2	Northern Ky University		Louis B. Nunn Dr	Highland Hgts
80288400	2	St Elizabeth-north Hosp	201	E 20th St	Covington
80288410	2	St Elizabeth-south Hosp	1	Medical Village Dr	Edgewood
80288500	4	St Luke East	85	N Grand Ave	Ft Thomas
80288510	3	St Luke West	7380	Turfway Rd	Florence
80480600	1	Eaton Asphalt	1075	Eaton Dr.	Ft. Wright
80480800	2	Interplastics	3535	Latonia Ave	Covington
80483650	2	Kahn's & Co (Hillshire)	401	Bob Huber Dr	Alexandria
80484400	2	Louis Trauth Dairy	1112	Monmouth St	Newport
80485200	2	Newport Steel		Ninth & Lowell Sts	Newport
80485210	2	Newport Steel		Ninth & Lowell Sts	Newport
80489000	2	Tri State Health Care Laun	551	South Loop Rd	Edgewood
90480100	2	A O Smith	8160	Holton Dr	Florence
90480300	2	Aristech (uss Chemical)	7350	Empire Dr	Florence
90480500	1	Barrett Paving	2390	Petersburg Rd	Hebron
90481600	2	Emerald Industries	8060	Bluegrass	Florence
90484100	2	Lasco Industries	8015	Dixon Dr	Florence
FL000002	2	Koch's Foods	4100	Port Union Rd	West Chester
JH6060	1	Greater Cinti Asphalt Term	700	River Rd	Bromley
JH6062	2	Riverwood International	10600	Evendale Dr.	
JH6658	2	Procter & Gamble	4520	Kings Run	Cincinnati

Gas Supply and Gas Control Communication Plan

7/30/98

Gas Control will use Surface System (SSI) 6:30 a.m. weather forecast to run the "Gas Firm" Program to receive daily system load estimates.

Gas Control will use SSI 6:30 a.m. forecast and "Gas Firm" data to work up a five day estimate for CG&E, ULH&P, and LGC. companies.

Gas Control will have the load comparison sheet up to date.

Gas Control will prepare the multiple weather forecast comparison spreadsheet.

By 7:10 a.m. Gas control will fax the five day estimate, weather comparison sheet, prior day review, and the storage activity sheet to Gas Supply.

Gas Control will conference call or video conference Gas Supply at 8:15 a.m.. to review the 5 day gas outlook. We will discuss our supply options, storage levels, operational flow orders, capacity release, storage overrun options, end user activity, order of gas, and curtailment. Gas Supply will communicate to Gas Control any information concerning Woodsdale Generating Station. This includes north/south nominations, imbalance activities, shortages and overruns.

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TRADE SECRET

If intra-day nominations are made, Gas Supply will fax a new nomination sheet along with a verification phone call.

From October 1, through April 30, Gas Control will do a 3:00 p.m. estimate and fax it to Gas Supply along with a verification phone call.

If Gas Supply or Gas Control feels a need for another conference call or video conference, it can be made at this time.

By 5 p.m. Gas supply will fax next day nomination sheet to Gas Control.

Curtailment Guidelines for Interruptible Gas Transportation Customers

Aug. 27, 1998

Notify Greg Ficke General Manager of Gas Operations before curtailing Interruptible Gas Transportation Customers. Greg will notify Larry Thomas.

Notify Bill Ginn Manager of Gas Rates and Transportation Program

Work 3737 Home 574-4366 Cell Phone 543-2751

Bill will notify Renae Conley

Notify Tom Lawson Manager of Gas Resources.

Work 3219 Home 451-4009

Tom will notify Randy Randolph

If the IT customer's gas is being transported to the city gate by a supplier, we will deliver their gas to them, except if we are incurring operational problems.

If a supplier under-delivers for their IT customers due to lack of gas or interstate pipeline interruptions, we will allow them to use our gas if our storage levels are adequate. If the propane plants are not at capacity, and the propane storage levels are adequate, we will not invoke supply curtailment. If we can't make up the shortage, we will notify Bill Ginn before issuing supply curtailment. Bill will notify the transportation representatives for the affected IT customers.

1st Bill Ginn Work 287-3737
Home 574-4366

2nd Tracey Annable Work 286-1207
Home 474-2764

If operational curtailment is needed, we will first call Skip Peak and Skip will notify Energy Service - Sales Resources Representatives. If Skip can't be reached we will call Bill Greene.

1st Skip Peak Work 287-3647
Home 734-7302
Cell 535-6255
Cell 479-6621
Pager 357-1026

2nd Bill Greene Work 287-4344
Home 931-7169
Cell 218-0686

There are three levels of operational curtailment. The average temperature will dictate the level of curtailment that is needed.

If operational curtailment is needed in the east, for Ford in Batavia, Milicron, and Trinity Industries, call Carl Hennigen.

Owens Corning and Sperry In Indiana do not have to be interrupted until we reach a mean temperature of -10 degrees.

We need to continue to monitor Blanchester closely on peak days.

Ford, Milacron, and Trinity in Batavia may need to be interrupted earlier than the rest of the I.T. customers.

INTERNAL CORRESPONDENCE

CONFIDENTIAL PROPRIETARY
TRADE SECRET

To: Bill Greene
From: Tom Lawson
Subject: OPERATIONAL CURTAILMENT OF
GAS IT CUSTOMERS — 1997-98 WINTER SEASON
Date: September 23, 1997

CINERGY.

The attached list shows at what approximate average daily temperature gas interruptible Transportation (IT) customers will be curtailed during the 1997-98 winter season if "operational curtailment is required.

The attached information is for internal use only and should not be given to IT customers and/or their agents (example: gas marketers, consultants). We will notify you as soon as possible if there are any changes to the attached list or if conditions warrant a change in how IT customers will be curtailed during the 1997-98 winter season (example: major feeder line problems).

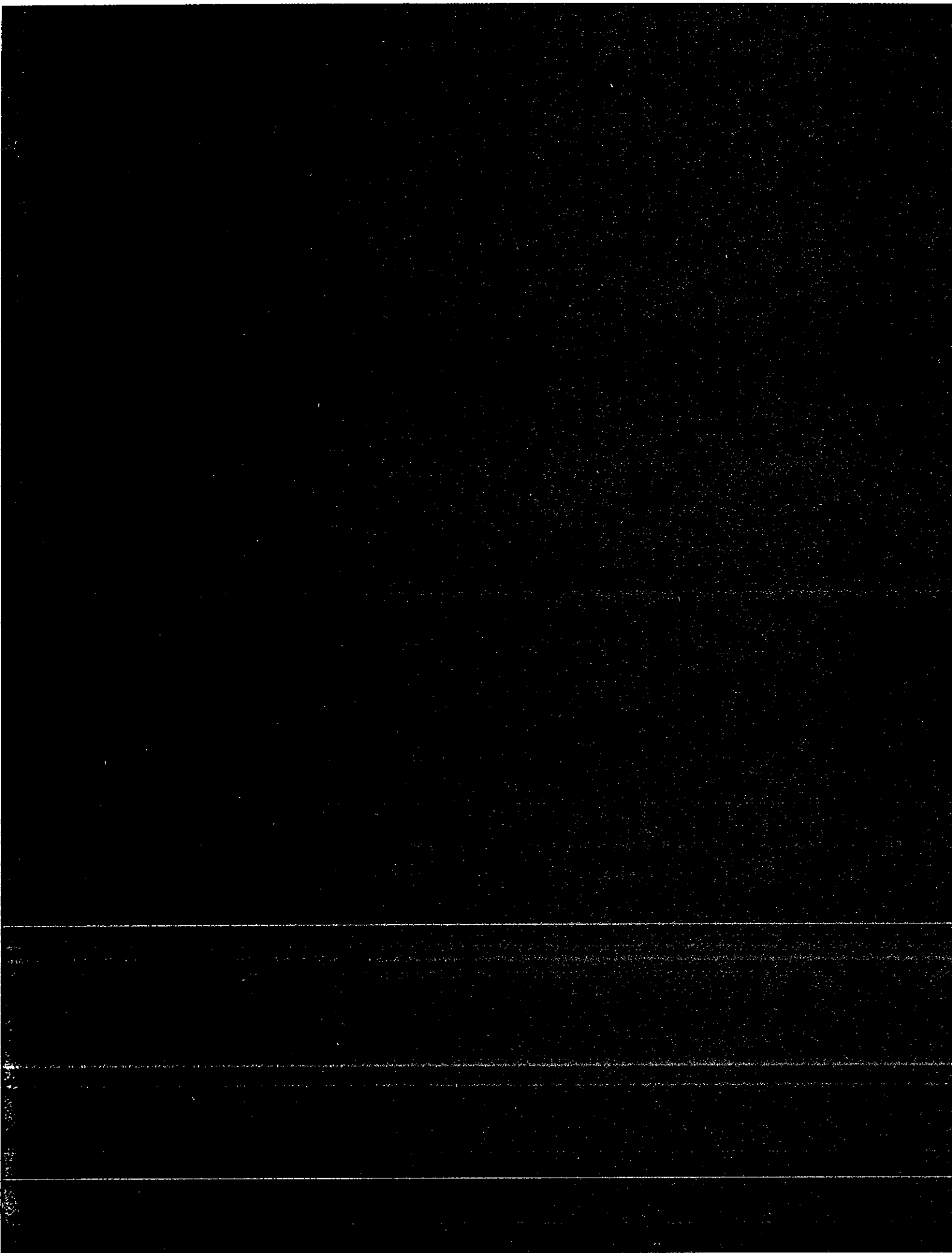
If you have any questions regarding the attached, please call me on line 3219.

Tom Lawson

TML:mif

Attach.

cc: Ken Bamhorst
Chuck Bohl ✓
Joey Hall
Carl Hennigen
Al Moeller
Randy Randolph
Dean Sprague



CG&E Case No. 03-218-GA-GCR
Liberty Consulting Group Management/Performance Audit
Follow-Up Data Requests, Set No. 1
Request Date: May 17, 2004
Response Due Date: May 27, 2004

LIBERTY-FOLLOWUP-01-007

REQUEST:

7. With respect to the Choice program, please provide by year, since the inception, the following information:
- numbers of customers, separately by residential and commercial if so designated
 - names of suppliers
 - using most recently available data, market share by supplier

RESPONSE:

CONFIDENTIAL PROPRIETARY TRADE SECRET

See attached.

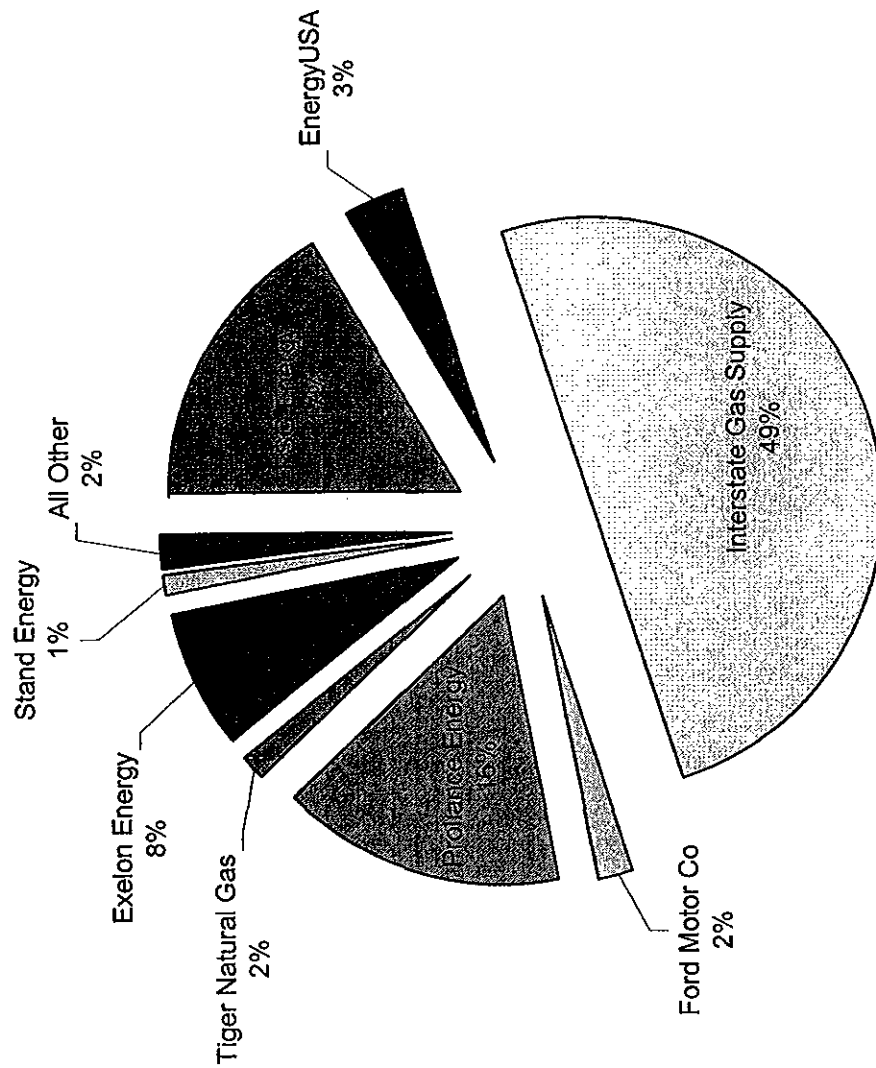
Witness Responsible: James P. Henning

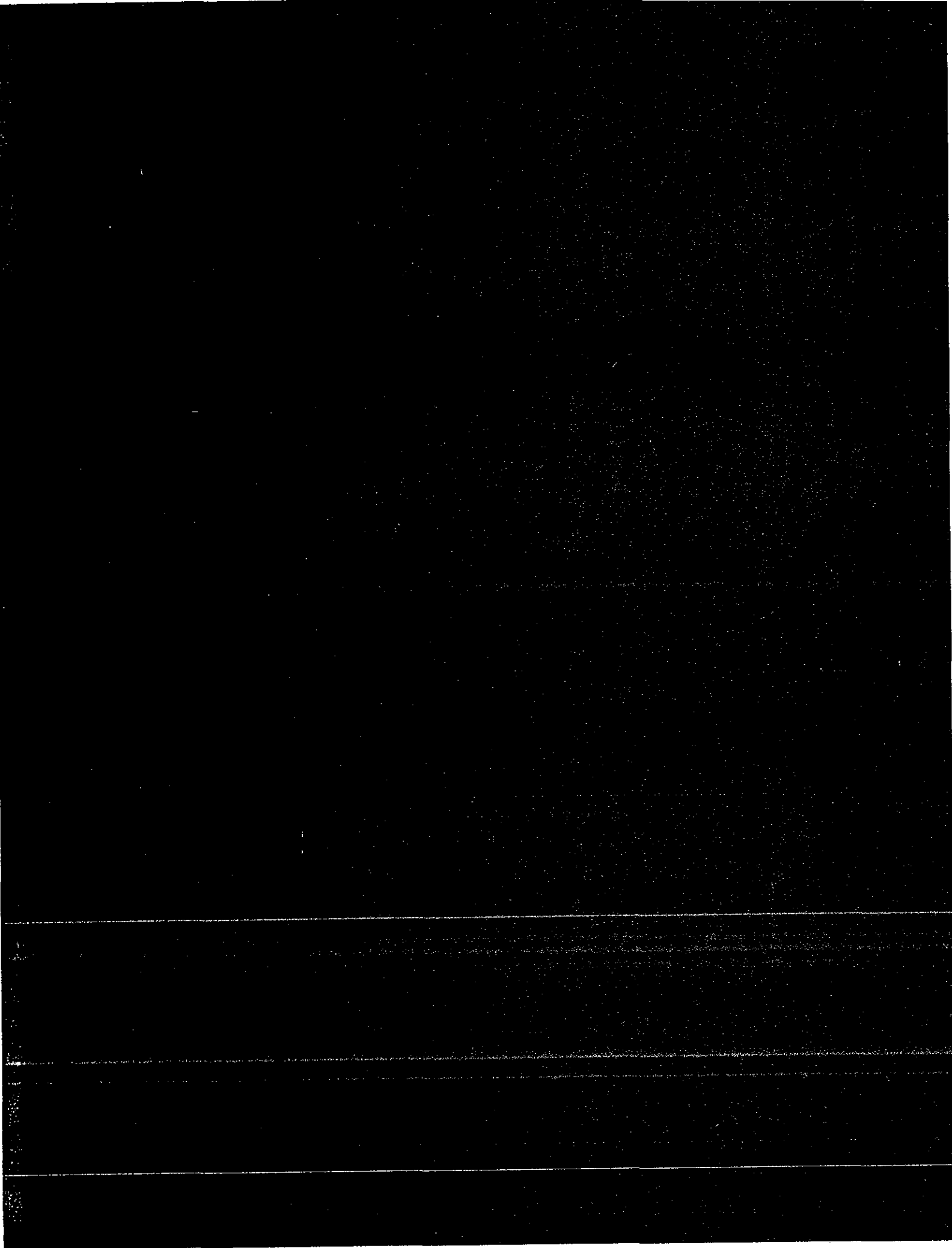
THE CINCINNATI GAS & ELECTRIC COMPANY
Gas Customer Choice Program
Number of Customers by Class by Supplier

CONFIDENTIAL PROPRIETARY
TRADE SECRET

	1997	1998	1999	2000	2001	2002	2003
Residential							
ACN Energy Services	-	-	776	-	-	-	-
Columbia Energy Svc.	-	4	4	-	-	-	-
DPL Energy (formerly DPL Resources)	401	452	378	276	4	-	-
EnergyUSA - TPC	-	-	-	-	24	22	20
Enron	1	-	-	-	-	-	-
Exelon Energy Inc.	-	-	-	-	1	-	-
FirstEnergy Services formerly (Volunteer Energy Svc Corp)	-	415	580	478	237	61	3
FSG Energy Services	-	-	-	1,203	1,165	1,002	1,073
Interstate Gas Supply	-	4	4	-	14,434	28,303	28,576
Proliance	-	536	498	450	-	-	-
Reliant (formerly Noram)	-	5	4	-	-	-	-
Rich Energy	182	788	1,067	-	-	-	-
Stand Energy	669	1,009	1,027	536	5	1	1
The Energy Cooperative (formerly Cinergy Resources)	1,590	4,853	19,513	17,673	-	-	-
Tiger Natural Gas	-	-	-	-	7	6	7
Titan (formerly United Gas Management)	-	15,420	14,942	8,518	6,782	-	-
TXU Energy Svc (formerly Enserch)	1,220	1,364	1,316	-	-	-	-
Residential Total - Excl'dg PIPP	4,063	24,850	40,109	29,134	22,659	29,395	29,679
Volunteer Energy PIPP	-	7,404	7,817	8,086	10,319	10,517	-
Residential Total - Incl'dg PIPP	4,063	32,254	47,926	37,220	32,978	39,912	29,679
Commercial							
Alliance Energy Services	-	-	1	1	-	-	-
Amerada Hess Corp.	-	-	-	1	232	66	6
Clinton Energy	-	-	-	1	-	-	-
Columbia Energy Svc.	-	34	32	-	-	-	-
DPL Energy (formerly DPL Resources)	355	351	338	285	13	-	-
Energy Masters	20	16	2	-	-	-	-
EnergyUSA - TPC	-	-	-	-	26	29	49
Enron	51	86	67	68	144	-	-
ERI Services	4	1	-	-	-	-	-
Exelon Energy Inc.	-	-	-	-	54	110	228
FirstEnergy Services formerly (Volunteer Energy Svc Corp)	-	476	614	572	360	120	20
Ford Motor Company	-	-	-	-	-	2	3
FSG Energy Services	17	11	28	770	813	713	879
Howard Avista	-	1	-	-	-	-	-
Innovative Gas Services	-	-	15	14	3	3	3
Interstate Gas Supply	33	29	40	15	2,755	2,711	2,858
Lumen Energy Corp.	-	-	1	-	-	-	-
MC ² (formerly Norstar)	1	-	-	-	-	-	-
MidAmerican Energy	-	-	-	-	-	9	10
Noble Gas Marketing	-	-	-	-	-	12	18
PG&E Energy Svc.	-	4	3	-	-	-	-
Proliance	-	18	16	29	96	171	376
Reliant (formerly Noram)	302	741	732	301	-	-	-
Rich Energy	52	169	177	-	-	-	-
Sempra Energy Sales (formerly Commonwealth Energy Svc)	-	44	85	38	32	1	1
Sigcorp Energy	2	15	44	62	208	186	-
Southern Resources, Inc	-	-	-	-	12	11	10
Stand Energy	191	415	442	268	42	34	29
The Energy Cooperative (formerly Cinergy Resources)	481	1,092	1,176	1,191	-	-	-
Tiger Natural Gas	-	-	-	55	108	112	115
Titan (formerly United Gas Management)	-	144	105	68	47	-	-
TXU Energy Svc (formerly Enserch)	915	883	805	-	-	-	-
VESI (Volunteer Energy Svc Inc.)	-	-	-	-	-	-	47
Woodward Marketing LLC	-	-	-	3	8	9	11
Commercial Total	2,424	4,530	4,723	3,742	4,953	4,299	4,663

**CG&E Gas Firm Transportation
Market Share of MDQ**
(Commercial, Industrial, & Residential)





This foregoing document was electronically filed with the Public Utilities

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8/14/2007 10:02:29 AM

in

Case No(s). 03-0119-GA-FOR, 03-0219-GA-GCR

Summary: Confidential Document Released from confidential status. electronically filed by Ms. Donielle M Hunter on behalf of PUCO