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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

PUCO

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In the Matter of the Application of)
The Cincinnati Gas & Electric)
Company to Enter a Contract)
with its Non-Regulated Affiliate,)
Cinergy Communications, Inc.,)
to Transfer Certain Communications)
Towers and Lease Space on)
those Communications Towers.)

Case No. ~~98-28~~-GA-AEC

99

Case No. ~~98-29~~-EL-AEC

**Application of the Cincinnati Gas & Electric Company to Enter a
Contract to Transfer Communications Towers to Cinergy
Communications, Inc., and Lease Space on those Communications
Towers**

The Cincinnati Gas & Electric Company (CG&E) is an Electric Light company and a Natural Gas Company subject to the jurisdiction of the Public Utilities Commission of Ohio (Commission) pursuant to R.C. 4905.03. Cinergy Communications, Inc., (CCI) is an affiliate of CG&E under 15 U.S.C. 79b and is not subject to the Commission's jurisdiction because it is not a Public Utility pursuant to R.C. 4905.03.

CG&E and CCI intend to enter a contract (Exhibit 1), effective when signed and approved by the Commission, to transfer to CCI CG&E's Communications Towers listed therein. CG&E seeks the Commission's approval for this transaction pursuant to the Ohio Joint Stipulation and Agreement (Joint Stipulation) CG&E signed with the Commission and the Office of the Consumers' Counsel (OCC), as an

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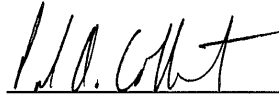
affiliate transaction and as required by the 1996 Telecommunications Act. CG&E also asks the Commission for approval to apply the gain from this transaction to the balance of CG&E's regulatory assets. CG&E has delivered a copy of the proposed contract, pursuant to the Joint Stipulation, to the OCC on January 6, 1999.

The purpose of the proposed contract is to transfer all but two of CG&E's Communications Towers to CCI at fair market value and to continue to allow CG&E to operate its communication equipment already attached to the Communications Towers at a fair and reasonable price. The proposed transfer will benefit ratepayers and shareholders alike.

The proposed transaction will reduce CG&E's revenue requirement in a future proceeding and will result in savings to ratepayers of \$ 8.213 million at present value. (Exhibit 2). Most of the ratepayers' savings result from the application of the gain to the balance of CG&E's regulatory assets.

In order that CG&E may sustain its burden of proof regarding this application, the attached contract includes a listing of the property that CG&E proposes to transfer to CCI and the property that CG&E proposes to lease from CCI. Also attached is Exhibit 2 that demonstrates the benefit to ratepayers from the transaction.

On behalf of CG&E

A handwritten signature in black ink, appearing to read "P.A. Colbert", written over a horizontal line.

Paul A. Colbert
CG&E Counsel
150 East Broad Street, 21st Fl.
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EXHIBIT "2"

**Communication Tower Sale
Effects on CG&E Customers
(In Millions)**

** Excludes Zimmer 1 and Batavia Office from sale **

Assumptions

Before transaction

Return on communication towers = Previous year's net plant multiplied by authorized return of 10.02% multiplied by revenue conversion factor of 1.62
Ongoing tower maintenance = Based upon company history escalated at 3%
Tower property taxes = Company estimate (original cost times 4.6%) escalated at 3%
Tower depreciation = Original cost multiplied by 4% depreciation rate
Existing regulatory asset recovery = For illustrative purposes, assumed an existing regulatory asset balance of \$10 million was being fully recovered over a 10 year period. Recovery on the asset is at the 10.02% authorized return and converted to revenue at the 1.62 conversion factor.

After transaction

Operating Lease to Lattice = Lease starts at \$1.1 million in year 1 and is escalated at 5%
CG&E land lease income = Lease starts at \$114,000 in year 1 and is escalated at 5%
Existing regulatory asset recovery = Regulatory asset balance is reduced by the gain of \$7.9 million for sale of the towers. Remaining balance is amortized over 10 years and converted into a revenue requirement at the 10.02% return and 1.62 revenue conversion factor

All calculations exclude the effect of the Ohio excise tax

Communication Tower Sale Effects on CG&E Customers (In Millions)

Before transaction

Return on communication towers	\$ 0.477	\$ 0.448	\$ 0.419	\$ 0.390	\$ 0.361	\$ 0.333	\$ 0.304	\$ 0.275	\$ 0.246	\$ 0.217
Ongoing tower maintenance	0.100	0.103	0.106	0.109	0.113	0.116	0.119	0.123	0.127	0.127
Tower property taxes	0.205	0.211	0.218	0.224	0.231	0.238	0.245	0.252	0.260	0.268
Tower depreciation	0.178	0.178	0.178	0.178	0.178	0.178	0.178	0.178	0.178	0.178
Existing regulatory asset recovery	2.623	2.461	2.299	2.186	1.974	1.812	1.649	1.487	1.325	1.162
Costs to customer	\$ 3.584	\$ 3.402	\$ 3.220	\$ 3.038	\$ 2.857	\$ 2.676	\$ 2.495	\$ 2.315	\$ 2.135	\$ 1.956

Balance Sheet

Communication tower net plant	\$ 2.761	\$ 2.583	\$ 2.405	\$ 2.227	\$ 2.049	\$ 1.871	\$ 1.693	\$ 1.515	\$ 1.337	\$ 1.159
Existing regulatory asset	\$ 9,000	\$ 8,000	\$ 7,000	\$ 6,000	\$ 5,000	\$ 4,000	\$ 3,000	\$ 2,000	\$ 1,000	\$

After transaction

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Operating lease to Lattice	\$ 1.127	\$ 1.183	\$ 1.242	\$ 1.304	\$ 1.370	\$ 1.438	\$ 1.510	\$ 1.586	\$ 1.665	\$ 1.748
CG&I land lease income	(0.114)	(0.120)	(0.126)	(0.132)	(0.139)	(0.145)	(0.153)	(0.160)	(0.168)	(0.177)
Existing regulatory asset recovery	0.555	0.521	0.487	0.452	0.418	0.384	0.349	0.315	0.280	0.246
Costs to customer	\$ 1.568	\$ 1.584	\$ 1.603	\$ 1.625	\$ 1.649	\$ 1.676	\$ 1.706	\$ 1.740	\$ 1.777	\$ 1.817

[illegible]

Balance Sheet

[illegible]

Return on communication Towers:

Revenue Requirement Calculation
(In Millions)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Previous year's rate base	\$ 2.939	\$ 2.761	\$ 2.583	\$ 2.405	\$ 2.227	\$ 2.049	\$ 1.871	\$ 1.693	\$ 1.515	\$ 1.337
Rate of return	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>
Operating Income	\$ 0.294	\$ 0.277	\$ 0.259	\$ 0.241	\$ 0.223	\$ 0.205	\$ 0.187	\$ 0.170	\$ 0.152	\$ 0.134
Revenue conversion factor	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>
Revenue requirement	\$ 0.477	\$ 0.448	\$ 0.419	\$ 0.390	\$ 0.361	\$ 0.333	\$ 0.304	\$ 0.275	\$ 0.246	\$ 0.217

Existing regulatory asset recovery:

Before

Regulatory asset	\$ 10.000	\$ 9.000	\$ 8.000	\$ 7.000	\$ 6.000	\$ 5.000	\$ 4.000	\$ 3.000	\$ 2.000	\$ 1.000
Rate of return	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>
Operating Income	\$ 1.002	\$ 0.902	\$ 0.802	\$ 0.701	\$ 0.601	\$ 0.501	\$ 0.401	\$ 0.301	\$ 0.200	\$ 0.100
Revenue conversion factor	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>
Revenue requirement	\$ 1.623	\$ 1.461	\$ 1.299	\$ 1.136	\$ 0.974	\$ 0.812	\$ 0.649	\$ 0.487	\$ 0.325	\$ 0.162
Amortization	\$ 1.00	\$ 1.000	\$ 1.000	\$ 1.000	\$ 1.000	\$ 1.000	\$ 1.000	\$ 1.000	\$ 1.000	\$ 1.000
	\$ 2.623	\$ 2.461	\$ 2.299	\$ 2.136	\$ 1.974	\$ 1.812	\$ 1.649	\$ 1.487	\$ 1.325	\$ 1.162

After

Regulatory asset	\$ 2.117	\$ 1.905	\$ 1.694	\$ 1.482	\$ 1.270	\$ 1.059	\$ 0.847	\$ 0.635	\$ 0.423	\$ 0.212
Rate of return	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>	<u>0.1002</u>
Operating Income	\$ 0.212	\$ 0.191	\$ 0.170	\$ 0.148	\$ 0.127	\$ 0.106	\$ 0.085	\$ 0.064	\$ 0.042	\$ 0.021
Revenue conversion factor	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>	<u>1.62</u>
Revenue requirement	\$ 0.344	\$ 0.309	\$ 0.275	\$ 0.241	\$ 0.206	\$ 0.172	\$ 0.137	\$ 0.103	\$ 0.069	\$ 0.034
Amortization	\$ 0.212	\$ 0.212	\$ 0.212	\$ 0.212	\$ 0.212	\$ 0.212	\$ 0.212	\$ 0.212	\$ 0.212	\$ 0.212
	\$ 0.555	\$ 0.521	\$ 0.487	\$ 0.452	\$ 0.418	\$ 0.384	\$ 0.349	\$ 0.315	\$ 0.280	\$ 0.246

EXHIBIT "1"

DRAFT
12/22/98

ASSET PURCHASE AGREEMENT
BETWEEN
THE CINCINNATI GAS & ELECTRIC COMPANY
AND
CINERGY COMMUNICATIONS, INC.

DATED AS OF DECEMBER __, 1998

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EXHIBITS

- A. Bill of Sale
- B. Assignment and Assumption Agreement
- C. Acquisition/Contribution Agreement
- D. Master Facilities License Agreement
- E. License Agreement

SCHEDULES

- 1 Acquired Assets
- 2 Contracts
- 3.2 Seller Conflicts and Consents
- 3.3 Condition of Assets
- 3.4 Seller Governmental Authorizations
- 4.2 Buyer Conflicts and Consents
- 4.4 Buyer Governmental Authorizations

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of December __, 1998, by The Cincinnati Gas & Electric Company, an Ohio corporation ("Seller") and Cinergy Communications, Inc., a Delaware corporation ("Buyer"). Buyer and Seller are sometimes herein referred to collectively as the "Parties".

RECITALS

This Agreement contemplates a transaction in which Buyer will purchase certain of the assets and assume certain of the liabilities of Seller.

The Parties, intending to be legally bound, agree as follows:

AGREEMENT

I. DEFINITIONS

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1:

"Acquired Assets" means all right, title, and interest in and to the telecommunications towers and related assets, including site development rights, Contracts and all of the assets listed on Schedule 1 attached hereto and made a part hereof.

"Acquisition/Contribution Agreement" has the meaning set forth in Section 7.7.

"Affiliate" has the meaning set forth in rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

"Assumed Liabilities" means all obligations of the Seller under the Contracts; provided, however, that the Assumed Liabilities shall not include any other form of obligations.

"Best Efforts" means the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved as expeditiously as possible; provided, however, that an obligation to use Best Efforts under this Agreement does not require the Person subject to that obligation to take actions that would result in a materially adverse change in the benefits to such Person of this Agreement and the Contemplated Transactions.

"Breach" means a "breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any instrument delivered pursuant to this Agreement which will be deemed to have occurred if there is or has been (a) any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision, or (b) any claim (by any Person) or other occurrence or circumstance that is or was inconsistent with such

representation, warranty, covenant, obligation, or other provision, and the term "Breach" means any such inaccuracy, breach, failure, claim, occurrence, or circumstance.

"Buyer" has the meaning set forth in the preface above.

"Cinergy" means Cinergy Corp. and all of its Subsidiaries and Affiliates.

"Closing" has the meaning set forth in Section 2.4 below.

"Closing Date" has the meaning set forth in Section 2.4 below.

"Code" or "IRC" means the Internal Revenue Code of 1986, as amended.

"Consent" means any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

"Contemplated Transactions" means all of the transactions contemplated by this Agreement and the Schedules and Exhibits attached hereto.

"Contract" means the contracts and agreements listed on Schedule 2 attached hereto and made a part hereof.

"Encumbrance" means any charge, claim, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

"Environmental Law" means any Legal Requirement that requires or relates to:

(a) advising appropriate authorities, employees, and the public of intended or actual releases of pollutants or hazardous substances or materials, violations of discharge limits, or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the environment;

(b) preventing or reducing to acceptable levels the release of pollutants or hazardous substances or materials into the environment;

(c) reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated;

(d) assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the environment when used or disposed of;

(e) protecting resources, species, or ecological amenities;

(f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances;

(g) cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention; or

(h) making responsible parties pay private parties, or groups of them, for damages done to their health or the environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.

"Equipment" has the meaning set forth in Section 3.8.

"Excluded Assets" means all assets of Seller of whatever type other than the Acquired Assets, specifically including the antennas located on the telecommunications towers.

"Governmental Authorization" means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" means any:

(a) nation, state, county, city, town, village, district, or other jurisdiction of any nature;

(b) federal, state, local, municipal, foreign, or other government;

(c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);

(d) multi-national organization or body; or

(e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Knowledge" means that an individual will be deemed to have "Knowledge" of a particular fact or other matter if:

(a) such individual is actually aware of such fact or other matter; or

(b) a prudent individual could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter.

A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, executor, or trustee of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

"Lattice" has the meaning set forth in Section 7.7.

"Legal Requirement" means any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

"Liability" means any liability (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated, and whether due or to become due), including any liability for taxes.

"Master Facilities License Agreement" has the meaning set forth in Section 7.8.

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

"Party" has the meaning set forth in the preface above.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Purchase Price" has the meaning set forth in Section 2.3.

"Schedules" means the Schedules attached to this Agreement concurrently with the execution and delivery of this Agreement.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Security Interest" means any mortgage, pledge, security interest, Encumbrance, charge, or other lien, which are listed on Schedule 3.2.

"Seller" has the meaning set forth in the preface above.

"Subsidiary" means any corporation or other type of legal entity with respect to which another specified corporation has the power to vote or direct the voting of sufficient securities to elect a majority of the directors.

"Threatened" means a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

II. SALE AND TRANSFER OF ASSETS; CLOSING

2.1 PURCHASE AND SALE OF ASSETS

On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey, and deliver to Buyer, all of the Acquired Assets at the Closing for the consideration specified in Section 2.3 free and clear of any liens or Encumbrances. Seller shall retain ownership of the Excluded Assets.

2.2 ASSUMPTION OF LIABILITIES

On and subject to the terms and conditions of this Agreement, Buyer agrees to assume and become responsible for the Assumed Liabilities at the Closing. Buyer will not assume or have any responsibility, however, with respect to any other obligation or Liability of Seller not included within the definition of Assumed Liabilities.

2.3 PURCHASE PRICE

The purchase price (the "Purchase Price") for the Acquired Assets will be Ten Million Nine Hundred Fifteen Thousand Four Hundred Eighty-Eight Dollars (\$10,915,488) payable at the Closing.

2.4 CLOSING

The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Cinergy Corp., 221 E. Fourth Street, Cincinnati, Ohio, commencing at 9:00 a.m. local time on the second business day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the Contemplated Transactions hereby or such other date as the Parties may mutually determine (the "Closing Date"); provided, however, that failure to consummate the Contemplated Transactions on the date and time determined pursuant to this Section 2.4 will not result in the termination of this Agreement and will not relieve any Party of any obligation under this Agreement.

2.5 DELIVERIES AT THE CLOSING

At the Closing, (i) Seller will deliver to Buyer the various certificates, instruments, and documents referred to in Article VII below; (ii) Buyer will deliver to Seller the various certificates, instruments, and documents referred to in Article VIII below; (iii) Seller will execute, acknowledge (if appropriate), and deliver to Buyer (A) a bill of sale in the form of Exhibit A attached hereto and (B) such other instruments of sale, transfer, conveyance, and assignment as Buyer and its counsel reasonably may request; (iv) Buyer will execute, acknowledge (if appropriate), and deliver to Seller (A) an assumption in the form attached hereto as Exhibit B and (B) such other instruments of assumption as Seller and its counsel reasonably may request; and (v) Buyer will deliver the Purchase Price by certified check or wire transfer to an account specified by Seller.

III. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

3.1 ORGANIZATION AND GOOD STANDING

Seller is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation, with full corporate power and authority to perform its obligations hereunder. Seller is duly qualified to do business as a foreign corporation and is in good standing under the laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification, except where the lack of such qualification would not have a material adverse effect on the financial condition of Seller taken as a whole.

3.2 AUTHORITY; NO CONFLICT

(a) This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms. Seller has the right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

(b) Except as set forth in Schedule 3.2, Seller has good and marketable title to all of the Acquired Assets, free and clear of any Security Interest or restriction on transfer.

(c) Except as set forth in Schedule 3.2, neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of (A) any provision of the articles of incorporation or by-laws of Seller, or (B) any resolution adopted by the board of directors or the stockholders of Seller;

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Legal Requirement or any Order to which Seller, or any of the assets owned or used by Seller, may be subject;

(iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that is held by Seller or that otherwise relates to the business of, or any of the assets owned or used by Seller;

(iv) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Contract; or

(v) result in the imposition or creation of any Encumbrance upon or with respect to any of the Acquired Assets.

Except as set forth in Schedule 3.2, Seller is not or will not be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

3.3 CONDITION AND SUFFICIENCY OF ASSETS

Except as set forth in Schedule 3.3, the buildings, plants, structures, and Equipment of Seller that are part of the Acquired Assets are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, or Equipment is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

3.4 COMPLIANCE WITH LEGAL REQUIREMENTS; GOVERNMENTAL AUTHORIZATIONS

(a) Except as set forth in Schedule 3.4:

(i) Seller is, and at all times has been, in material compliance with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business or the ownership or use of the Acquired Assets;

(ii) no event has occurred or circumstance exists that (with or without notice or lapse of time) (A) may constitute or result in a material violation by Seller of, or a failure on the part of Seller to comply with, any Legal Requirement, or (B) may give rise to any obligation on the part of Seller to undertake, or to bear all or any portion of the cost of, any material remedial action of any nature; and

(iii) Seller has not received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible, or potential violation of, or failure to comply with, any Legal Requirement, or (B) any actual, alleged, possible, or potential obligation on the part of Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

3.5 LEGAL PROCEEDINGS; ORDERS

There is no pending Proceeding that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To the Knowledge of Seller (1) no such Proceeding has been Threatened, and (2) no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any Proceeding that would have a material adverse effect on the financial condition of Seller.

3.6 CONTRACTS; NO DEFAULTS

(a) Schedule 2 contains a complete and accurate list of all the Contracts. Except as set forth in Schedule 2, each Contract is in full force and effect and is valid and enforceable in accordance with its terms.

(b) Except as set forth in Schedule 2:

(i) Seller is, and at all times since January 1, 1998 has been, in material compliance with all applicable terms and requirements of each Contract under which Seller has or had any obligation or liability or by which Seller or any of the assets owned or used by Seller is or was bound;

(ii) to the Knowledge of Seller, each other Person that has or had any obligation or liability under any Contract under which Seller has or had any rights is, and at all times since January 1, 1998 has been, in full compliance with all applicable terms and requirements of such Contract;

(iii) to the Knowledge of Seller, no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with, or result in a violation or breach of, or give Seller or any other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Contract; and

(iv) Seller has not given to or received from any other Person, at any time since January 1, 1998, any notice or other communication (whether oral or written) regarding any actual, alleged, possible, or potential violation or breach of, or default under, any Contract.

(c) There are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to Seller under current or completed Contracts with any Person and no such Person has made written demand for such renegotiation.

3.7 ENVIRONMENTAL MATTERS

To the Knowledge of Seller, no condition exists at any telecommunication tower site being licensed in connection with the Contemplated Transactions with respect to the storage or discharge into the earth or its atmosphere of effluents, waste or other materials, solid, liquid or gaseous, nor has any waste been disposed of in any manner which would or will in the future cause Seller to be liable in any material respect for fines or penalties under Environmental Laws currently in effect or to incur material expenses of any sort to correct any condition of this type. Seller has not received any notice from any governmental body claiming any material violations of any zoning, building, health, or safety law or ordinance, or requiring any material work, repairs, construction, alterations, noise reductions, clean-up, or installation with which Seller has not fully complied.

3.8 EQUIPMENT

Schedule 1 lists all material equipment of Seller (the "Equipment") being sold hereunder. Except as disclosed in Schedule 1, the Equipment has been maintained in all material respects in a state of repair so as to be adequate for normal operations.

3.9 BROKERS OR FINDERS

Seller and its agent has incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

IV. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

4.1 ORGANIZATION AND GOOD STANDING

Buyer is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation, with full corporate power and authority to perform its obligations hereunder. Buyer is duly qualified to do business as a foreign corporation and is in good standing under the laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification, except where the lack of such qualification would not have a material adverse effect on the financial condition of Buyer taken as a whole.

4.2 AUTHORITY; NO CONFLICT

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Buyer has the right, power, and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(b) The Closing of the transactions contemplated herein are contingent on Buyer obtaining approval, as necessary, from each state and federal regulatory agency with jurisdiction over Buyer and its Affiliates and the Contemplated Transactions.

Except as set forth in Schedule 4.2, Buyer is not and will not be required to obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.3 CERTAIN PROCEEDINGS

There is no pending Proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, no such Proceeding has been Threatened.

4.4 COMPLIANCE WITH LEGAL REQUIREMENTS; GOVERNMENTAL AUTHORIZATIONS

(a) Except as set forth in Schedule 4.4:

(i) Buyer is, and at all times has been, in material compliance with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business; and

(ii) Buyer has not received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible, or potential violation of, or failure to comply with, any Legal Requirement, or (B) any actual, alleged, possible, or potential obligation on the part of Buyer to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

4.5 LEGAL PROCEEDINGS; ORDERS

There is no pending Proceeding that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To the Knowledge of Buyer (1) no such Proceeding has been Threatened, and (2) no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any Proceeding that would have a material adverse effect on the financial condition of Buyer.

4.6 BROKERS OR FINDERS

Buyer and its officers and agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement and will indemnify and hold Seller harmless from any such payment alleged to be due by or through Buyer as a result of the action of Buyer or its officers or agents.

V. COVENANTS OF SELLER PRIOR TO CLOSING DATE

5.1 OPERATION OF THE BUSINESS OF SELLER

During the period between the date hereof and the Closing Date, Seller will carry on its business and activities with respect to the Acquired Assets diligently and in substantially the same manner as they previously have been carried on.

5.2 REQUIRED APPROVALS

As promptly as practicable after the date of this Agreement, Seller will make all filings required by Legal Requirements to be made by them in order to consummate the Contemplated Transactions. Between the date of this Agreement and the Closing Date, Seller will (a) cooperate with Buyer with respect to all filings that Buyer elects to make or is required by Legal Requirements to make in connection with the Contemplated Transactions, and (b) cooperate with Buyer in obtaining all consents identified in Schedule 4.2.

5.3 BEST EFFORTS

Between the date of this Agreement and the Closing Date, Seller will use its Best Efforts to cause the conditions in Sections 7 and 8 to be satisfied.

5.4 NOTIFICATION

Between the date of this Agreement and the Closing Date, Seller will promptly notify Buyer in writing if Seller becomes aware of any fact or condition that causes or constitutes a Breach of any of Seller's representations and warranties as of the date of this Agreement, or if Seller becomes aware of the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in a Schedule if a Schedule were dated the date of the occurrence or discovery of any such fact or condition, Seller will promptly deliver to Buyer a supplement to the Schedule specifying such change. During the same period, Seller will promptly notify Buyer of the occurrence of any Breach of any covenant of Seller in this Article V or of the occurrence of any event that may make the satisfaction of the conditions in Article VII impossible or unlikely.

VI. COVENANTS OF BUYER PRIOR TO CLOSING DATE

6.1 APPROVALS OF GOVERNMENTAL BODIES

As promptly as practicable after the date of this Agreement, Buyer will make all filings required by Legal Requirements to be made by them to consummate the Contemplated Transactions. Between the date of this Agreement and the Closing Date, Buyer will cooperate with Seller with respect to all filings that Seller is required by Legal Requirements to make in

connection with the Contemplated Transactions, and (ii) cooperate with Seller in obtaining all consents identified in Schedule 3.2; provided that this Agreement will not require Buyer to dispose of or make any change in any portion of its business or to incur any other burden to obtain a Governmental Authorization.

6.2 BEST EFFORTS

Except as set forth in the proviso to Section 6.1, between the date of this Agreement and the Closing Date, Buyer will use its Best Efforts to cause the conditions in Sections 7 and 8 to be satisfied.

VII. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Acquired Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.1 ACCURACY OF REPRESENTATIONS

All of Seller's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this Agreement, and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

7.2 SELLER'S PERFORMANCE

(a) All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), must have been duly performed and complied with in all material respects.

(b) Each document required to be delivered pursuant to Section 2.5 must have been delivered, and each of the other covenants and obligations in Sections 5.2 and 5.3 must have been performed and complied with in all respects.

7.3 CONSENTS

Each of the Consents identified in Schedule 4.2, must have been obtained and must be in full force and effect.

7.4 ADDITIONAL DOCUMENTS

Seller shall have delivered to Buyer such documents as Buyer may reasonably request for the purpose of (i) evidencing the accuracy of any of Seller's representations and warranties, (ii) evidencing the performance by Seller of, or the compliance by Seller with, any covenant or

obligation required to be performed or complied with by Seller, (iii) evidencing the satisfaction of any condition referred to in this Article VII, or (iv) otherwise facilitating the consummation or performance of any of the Contemplated Transactions.

7.5 NO PROCEEDINGS

Since the date of this Agreement, there must not have been commenced or Threatened against Buyer, or against any Person affiliated with Buyer, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions, or (b) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with any of the Contemplated Transactions.

7.6 NO PROHIBITION

Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause Buyer or any Person affiliated with Buyer to suffer any material adverse consequence under, (a) any applicable Legal Requirement or Order, or (b) any Legal Requirement or Order that has been published, introduced, or otherwise proposed by or before any Governmental Body.

7.7 ACQUISITION/CONTRIBUTION AGREEMENT

Buyer shall have entered into an acquisition/contribution agreement ("Acquisition/Contribution Agreement") with Lattice Communications, LLC ("Lattice") to sell the Acquired Assets to Lattice, in substantially the form of Exhibit C attached hereto and made a part hereof.

7.8 MASTER FACILITIES LICENSE AGREEMENT

Seller and Buyer shall have entered into a master facilities license agreement (the "Master Facilities License Agreement"), whereby Seller will license to Buyer the right to use certain real property associated with the Acquired Assets, in substantially the form of Exhibit D attached hereto and made a part hereof. Buyer shall have the right to sublicense the Master Facilities License Agreement to Lattice.

VIII. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Acquired Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

8.1 ACCURACY OF REPRESENTATIONS

All of Buyer's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this Agreement and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

8.2 BUYER'S PERFORMANCE

(a) All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), must have been performed and complied with in all material respects.

(b) Buyer must have delivered each of the documents required to be delivered by Buyer pursuant to Section 2.5 and must have made the cash payments required to be made by Buyer pursuant to Section 2.5.

8.3 CONSENTS

Each of the Consents identified in Schedule 3.2 must have been obtained and must be in full force and effect.

8.4 ADDITIONAL DOCUMENTS

Buyer must have caused the following documents to be delivered to Seller such other documents as Seller may reasonably request for the purpose of (i) evidencing the accuracy of any representation or warranty of Buyer, (ii) evidencing the performance by Buyer of, or the compliance by Buyer with, any covenant or obligation required to be performed or complied with by Buyer, (iii) evidencing the satisfaction of any condition referred to in this Article VIII, or (iv) otherwise facilitating the consummation of any of the Contemplated Transactions.

8.5 NO INJUNCTION

There must not be in effect any Legal Requirement or any injunction or other Order that (a) prohibits the sale of the Acquired Assets by Seller to Buyer, and (b) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

8.6 BOARD APPROVAL

The Contemplated Transactions shall have been approved by the boards of directors of both Cinergy and Seller.

8.7 LICENSE AGREEMENT

Seller and Lattice shall have entered into a license agreement, whereby Lattice will license space on the telecommunications towers sold as part of the Acquired Assets to Seller, in substantially the form of Exhibit E attached hereto and made a part hereof.

8.8 MASTER FACILITIES LICENSE AGREEMENT

Seller and Buyer shall have entered into the Master Facilities License Agreement, in substantially the form of Exhibit D attached hereto.

IX. TERMINATION

9.1 TERMINATION EVENTS

This Agreement may, by notice given prior to or at the Closing, be terminated:

(a) by either Buyer or Seller if a material Breach of any provision of this Agreement has been committed by the other Party and such Breach has not been waived;

(b) (i) by Buyer if any of the conditions in Article VII has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement) and Buyer has not waived such condition on or before the Closing Date; or (ii) by Seller, if any of the conditions in Article VIII has not been satisfied of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Seller to comply with their obligations under this Agreement) and Seller has not waived such condition on or before the Closing Date; or

(c) by mutual consent of Buyer and Seller.

9.2 EFFECT OF TERMINATION

Each Party's right of termination under Section 9.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement will terminate, except that the obligations in Sections 10.1 and 10.2 will survive; provided, however, that if this Agreement is terminated by a Party because of the Breach of the Agreement by the other Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

X. GENERAL PROVISIONS

10.1 EXPENSES

Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. In the event of termination of this Agreement, the obligation of each Party to pay its own expenses will be subject to any rights of such Party arising from a Breach of this Agreement by another Party.

10.2 CONFIDENTIALITY

Between the date of this Agreement and the Closing Date, Buyer and Seller will maintain in confidence, and will cause the directors, officers, employees, agents, and advisors of Buyer and Seller to maintain in confidence, and not use to the detriment of another Party any written, oral, or other information obtained in confidence from another Party in connection with this Agreement or the Contemplated Transactions, unless (a) such information is already known to such Party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such Party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the Contemplated Transactions, or (c) the furnishing or use of such information is required by legal proceedings. If the Contemplated Transactions are not consummated, each Party will return or destroy as much of such written information as the other Party may reasonably request.

10.3 NOTICES

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a Party may designate by notice to the other Parties):

Seller:	The Cincinnati Gas & Electric Company
	221 East Fourth Street
	Suite 29 Atrium II
	Cincinnati, Ohio 45202
	Attention: E. Renae Conley
	Facsimile No: 513-287-4031

with a copy to: Cinergy Corp.
221 East Fourth Street
Suite 30 Atrium II
Attention: Cheryl M. Foley
Facsimile No: 513-287-2433

Buyer: Cinergy Communications, Inc.
221 East Fourth Street
Suite 30 Atrium II
Cincinnati, Ohio 45202
Attention: Larry E. Thomas
Facsimile No: 513-287-3044

with a copy to: Cinergy Corp.
221 East Fourth Street
Suite 30 Atrium II
Cincinnati, Ohio 45202
Attention: Cheryl M. Foley
Facsimile No: 513-287-2433

10.4 FURTHER ASSURANCES

The Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

10.5 WAIVER

The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

10.6 ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Party to be charged with the amendment.

10.7 SCHEDULES

(a) The disclosures in the Schedules, and those in any supplement thereto, must relate only to the representations and warranties in the Section of the Agreement to which they expressly relate and not to any other representation or warranty in this Agreement.

(b) In the event of any inconsistency between the statements in the body of this Agreement and those in a Schedule (other than an exception expressly set forth as such in a Schedule with respect to a specifically identified representation or warranty), the statements in the body of this Agreement will control.

10.8 ASSIGNMENTS, SUCCESSORS, AND NO THIRD-PARTY RIGHTS

Neither Party may assign any of its rights under this Agreement without the prior consent of the other Party except that Buyer may assign any of its rights under this Agreement to any Subsidiary or affiliate of Buyer. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and assigns.

10.9 SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.10 SECTION HEADINGS; CONSTRUCTION

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

10.11 TIME OF ESSENCE

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

10.12 GOVERNING LAW

This Agreement will be governed by the laws of the State of Ohio without regard to conflicts of laws principles.

10.13 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

Buyer:

Seller:

CINERGY COMMUNICATIONS,
INC.

THE CINCINNATI GAS & ELECTRIC
COMPANY

By: _____
Larry E. Thomas, President

By: _____
E. Renae Conley, President

SCHEDULE 1

ACQUIRED ASSETS

Site

Brookville, IN
Lawrenceburg, IN
Falmouth, KY
Taylor Mill #1, KY
Verona, KY
Wilder, KY
BCS, OH
4th and Main, OH
Batavia Hill, OH
Brecon, OH
Dana, OH
Dicks Creek, OH
Dunlap, OH
Manchester, OH
Middletown, OH
Ripley, OH
Valley View, OH
Woodsdale, OH
Zimmer Hill #2, OH

All towers, generators, buildings, footers and air conditioning systems located at these sites on the Closing Date.

SCHEDULE 2

CONTRACTS

Third-Party Lease Information

SITE NAME	LESSEE NAME	1998 Monthly Amount
Brecon	GTE PCS	\$ 1,350.00
Dicks Creek	AT&T Wireless	\$ 2,166.32
Dunlap	AT&T Wireless	\$ 2,166.32
Fourth & Main	AirTouch Cellular	\$ 2,000.00
Middletown	AT&T Wireless	\$ 2,166.32
Taylor Mill #1	GTE PCS	\$ 1,350.00
Taylor Mill #1	SORTA MW (1)	\$ -
Taylor Mill #1	SORTA Two-Way (2)	\$ -
Valley View	Metropolitan Sewer District	\$ 400.00
Verona	PowerFone / Nextel	\$ 1,378.00
Wilder	AT&T Wireless	\$ 2,166.32

Trade Account Information

<u>Lessee Name</u>	<u>State</u>	<u>Site Name</u>	<u>Entity</u>	<u>Equipment</u>	<u>Number</u>
Air Touch Paging	OH	Fourth & Main	CG&E	paging	1

SCHEDULE 3.2

SELLER CONFLICTS AND CONSENTS

1. Zoning approval must be obtained for certain of the sites from local authorities.
2. This sale is subject to a release of the mortgage lien interest of Seller's mortgage holder, Irving Trust Company (now known as The Bank of New York).

SCHEDULE 3.3

CONDITION OF ASSETS

Capital improvements are needed on the towers at an approximate cost of \$6,000.

SCHEDULE 3.4

SELLER GOVERNMENTAL AUTHORIZATIONS

1. Public Utilities Commission of Ohio
2. FERC
3. FAA

SCHEDULE 4.2

BUYER CONFLICTS AND CONSENTS

None.

SCHEDULE 4.4

BUYER GOVERNMENTAL AUTHORIZATIONS

None.