BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Joint Application of)
Trigen-Kansas City Energy Corp.)
and)
Thermal North America, Inc.))
For Grant of the Authority Necessary)
for the Transfer of Control, Sale of All Stock Currently Owned by)
Trigen Energy Corporation, Inc. to)
Thermal North America, Inc.)

Case No. HM-2004-0618

,

JOINT APPLICATION

Part II

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE A GOVERNMENTAL CLAIMS ONLY ENDORSEMENT

1. It is hereby agreed that Section I. INSURING AGREEMENTS, COVERAGE A - ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS is deleted in its entirety and replaced with the following:

COVERAGE A - ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS

To pay on behalf of the **Insured**, **Loss** that the **Insured** is legally obligated to pay as a result of **Claims** initiated by a governmental entity for **Clean- Up Costs** resulting from **Pollution Conditions** on, at, in or under the **Insured Property** that commenced prior to the **Continuity Date**, provided such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

- 2. Solely with respect to **Clean-Up Costs** covered under Coverage A as amended by this Endorsement, it is further agreed that Section **VIII. DEFINITIONS**, Paragraph **D**. is deleted in its entirety and replaced with the following:
 - D. Clean-Up Costs means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, for the investigation, removal, remediation including associated monitoring, or disposal of soil, surfacewater, groundwater or other contamination:
 - 1. To the extent required by Environmental Laws; or
 - 2. That have been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof.

All other terms, conditions and exclusions remain the same.

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSED DOCUMENT ENDORSEMENT

It is hereby agreed that for purposes of Section II. EXCLUSIONS, 1. COMMON EXCLUSIONS - **APPLICABLE TO ALL COVERAGES**, Paragraph I. PRIOR KNOWLEDGE/NON-DISCLOSURE, the Company acknowledges receipt of the documents listed below. **Pollution Conditions** identified in these documents are deemed disclosed to the Company.

Author	<u>Document</u>	Date

ENDORSEMENT NO. (Continued)

Document No. 10279-005-140

ENSR International

Phase I Environmental Site Assessment8/2003of the Kansas City District Heating and CoolingSystem FacilityKansas City, MO Document no. 00280-005-130

All other terms, conditions and exclusions remain the same.

Authorized Representative or countersignature (where required by law)

Page 173 of 298

POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a \$100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceeding the Act of Terrorism.

<u>Unless you sign this form and return</u> it to us <u>rejecting</u> Terrorism Coverage under the Federal Act, you will be covered for Terrorism as defined in the Act and <u>your premium</u> for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication). The premium stated herein does not include any surplus lines taxes or fees that may be applicable, which are the responsibility of the insured. It is the broker's responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate premium tax (and stamping office fee, if applicable) is collected from you and paid.

I hereby reject coverage in accordance with the Act.

AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO. NAMED INSURED: THERMAL NORTH AMERICA, INC. POLICY#/SUBMISSION #: 0000000 / 00516947380

Return to:

CHRISTI SELPH 675 BERING DRIVE SUITE 600 HOUSTON, TEXAS 77057

Signature of Insured

Print Name/Title

Date

QUOTE - SURPLUS LINES - MULTIPLE OPTIONS 81310 (2/03) CI1979

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



All other terms, conditions and exclusions remain the same.

Authorized Representative or countersignature (where required by law)

Page 175 of 298

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

SELF-INSURED RETENTION ENDORSEMENT

It is hereby agreed that the following changes are made to the Policy:

- 1. All references in Item 3 of the Declarations page to "Deductible' are replaced with "Self-Insured Retention" on each occasion.
- 2. Section V. LIMITS OF COVERAGE; DEDUCTIBLE, is re-titled "Section V. LIMITS OF COVERAGE; SELF-INSURED RETENTION AND DEDUCTIBLE".
- 3. Section V. LIMITS OF COVERAGE; DEDUCTIBLE, Paragraph F. Deductible, (1) Coverages A through I is deleted in its entirety and replaced with the following:

F. Self-Insured Retention - Coverages A through I; Deductible - Coverage J

(1) Self Insured Retention - Coverages A through 1

Subject to Paragraphs V.A. through V.E. above, this Policy is to pay covered Loss, in excess of the Self-Insured Retention amount stated in Item 3 of the Declarations for the applicable coverage, up to but not exceeding the applicable "Each Incident" limit of coverage. The Self- Insured Retention amount is to be borne by the **Insured** and is not to be insured. The insurance provided by this Policy shall be excess over the applicable Self-Insured Retention amount shown in Item 3 of the Declarations, whether such Self-Insured Retention is collectible or not collectible by reason of the refusal or inability of the **Insured** to pay the retention amount due to insolvency, bankruptcy or any other reason. In no event shall the Company be responsible to make any payment under this Policy before the **Insured** has paid the Self-Insured Retention, and the risk of uncollectibility (in whole or in part) of such Self-Insured Retention is expressly retained by the **Insured** and is not in any way or under any circumstances insured or assumed by the Company.

If the same, related or continuous **Pollution Conditions** result in coverage under more than one coverage under Coverages A through I, only the highest applicable Self-Insured Retention amount stated in Item 3 of the Declarations among all the coverage sections applicable to the **Loss** shall apply.

The **Insured** shall promptly reimburse the Company for advancing any element of **Loss** falling within the Self-Insured Retention.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE or countersignature (in states where applicable)

PAGE 1 OF 1

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

SELF-INSURED RETENTION LAYER OF INSURANCE ENDORSEMENT EACH INCIDENT/AGGREGATE/EACH/EVERY INCIDENT (MAINTENANCE)

It is hereby agreed that the following changes are made to the Policy:

1. The "Deductible-Each Incident" column contained in Item 3 of the Declarations is deleted and replaced with the following which shall apply to each Coverage applicable under this Policy:

SELF-INSURED RETENTION:

Each Incident Aggregate Each/Every Incident (Maintenance)

- 2. Section V. LIMITS OF COVERAGE; DEDUCTIBLE, is re-titled "Section V. LIMITS OF COVERAGE; SELF-INSURED RETENTION AND DEDUCTIBLE".
- 3. Section V. LIMITS OF COVERAGE; DEDUCTIBLE, Paragraph F. Deductible, 1. Coverages A through I is deleted in its entirety and replaced with the following:

F. Self-Insured Retention - Coverages A through I; Deductible - Coverage J

1. Self Insured Retention - Coverages A through I

Subject to Paragraphs V.A. through V.E. above, this Policy is to pay covered Loss, in excess of the Self-Insured Retention amount stated in Item 3 of the Declarations for the applicable coverage, up to but not exceeding the applicable "Each Incident" limit of coverage. Once the **Insured** pays Self- Insured Retention amounts which in the aggregate equal or exceed the amount shown above as the "Aggregate," the "Each/Every Incident (Maintenance)" Self-Insured Retention amount shown above shall apply thereafter to each incident. The retention amount is to be borne by the **Insured** and is not to be insured. The insurance provided by this Policy shall be excess over the applicable Self-Insured Retention amount shown in Item 3 of the Declarations, whether such retention is collectible or not collectible by reason of the refusal or inability of the **Insured** to pay the retention amount due to insolvency, bankruptcy or any other reason. In no event shall the Company be responsible to make any payment under this Policy before the **Insured** has paid the Self-Insured Retention, and the risk of uncollectibility (in whole or in part) of such Self-Insured Retention is expressly retained by the **Insured** and is not in any way or under any circumstances insured or assumed by the Company.

72323 (7/00) CI1104 PAGE 1 OF 2

If the same, related or continuous **Pollution Conditions** result in coverage under more than one coverage under Coverages A through I, only the highest applicable Self-Insured Retention amount stated in Item 3 of the Declarations among all the coverage sections applicable to the **Loss** shall apply.

The **Insured** shall promptly reimburse the Company for advancing any element of **Loss** falling within the Self-Insured Retention.

All other terms, conditions, and exclusions shall remain the same.

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

9.

JOINT DEFENSE ENDORSEMENT

It is hereby agreed that, subject to all of the terms and conditions of the Policy, the Company has the right and duty to defend any Claim covered under this Policy made against any Insured. All such Claims shall be defended on a "joint defense" basis, subject to applicable law, whereby:

- 1. The Company shall appoint one counsel to defend all Insureds who are or may be involved with respect to any such Claim; and
- 2. All Insureds shall have the obligation to cooperate with respect to the investigation and joint defense of any such Claim(s).

All other terms, conditions, and exclusions shall remain the same.

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ger I

ENDORSEMENT NO.

SCHEDULE OF INSURED CONTRACTS

It is hereby agreed that the following are scheduled as Insured Contracts to this Policy:

INSURED CONTRACTS

All other terms, conditions, and exclusions shall remain the same.

PAGE 1 OF 1

72320 (7/00) CI1128

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT NO.

NAMED INSURED ENDORSEMENT

It is hereby agreed that Section VIII., DEFINITIONS, Paragraph O. Named Insured is deleted in its entirety and replaced with the following:

O. Named Insured means the person or entity named in Item 1. of the Declarations acting on behalf of all other **Insureds**, if any, for the payment or return of any premium, payment of any deductible, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in the **Extended Reporting Period** clause.

Furthermore, it is hereby agreed that the following entity(s) are included as **Named Insureds** but solely as respects liability arising out of the ownership, operation, maintenance or use of the **Insured Property(s)** designated in Item 5. of the Declarations. The first **Named Insured**, previously designated in Item 1. of the Declarations shall remain unchanged as such.

NAMED INSURED(S)

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE or countersignature (in states where applicable)

78791 (9/01) CI1609

Page 1 of 1

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **ARBITRATION DELETION ENDORSEMENT**

ENDORSEMENT NO.

1

It is hereby agreed that Section VI. CONDITIONS, Paragraph M. Arbitration, is deleted in its entirety.

All other terms, conditions, and exclusions shall remain the same.

PAGE 1 OF 1

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

<u>a</u>tii

WAR EXCLUSION ENDORSEMENT

It is hereby agreed that the following exclusion is added to Section II. EXCLUSIONS, Subsection 1. COMMON EX-CLUSIONS - APPLICABLE TO ALL COVERAGES:

WAR

Arising directly or indirectly as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes civil war, insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE or countersignature (in states where applicable)

PAGE 1 OF 1

79098 (12/01) CI1625

Page 183 of 298

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

TERRORISM EXCLUSION WITH CERTIFIED ACTS OF TERRORISM EXCEPTION PURCHASED ENDORSEMENT

Pursuant to the requirements of the Terrorism Risk Insurance Act of 2002, the "Act," the **Insured** has been provided notice that the **Insured** may elect to purchase coverage for loss covered under this Policy arising directly or indirectly as a result of a certified "act of terrorism" as defined by Section 102., Definitions, of the Act and any revisions or amendments thereto and the premium charge for such coverage.

After receiving such notice, the **Insured** has elected to purchase the exception for such certified "Acts of Terrorism" to the Terrorism Exclusion. Therefore, any Terrorism Exclusion included in this Policy is deleted and replaced with the following:

The Company has no obligation to make any payment or to provide or to pay for a defense under this Policy due to or arising directly or indirectly as a result of or in connection with **Terrorism** including but not limited to, any contemporaneous or ensuing loss caused by fire, looting, or theft.

Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

This exclusion does not apply to a certified "Act of Terrorism" defined by Section 102. Definitions, of the Terrorism Risk Insurance Act of 2002 and any revisions or amendments. The following Section 102 definition of "Act of Terrorism" from the Terrorism Risk Insurance Act of 2002 applies to this exception:

- (1) Act of Terrorism -
 - (A) Certification. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury of the United States, in concurrence with the Secretary of State, and the Attorney General of the United States -
 - (i) to be an act of terrorism;
 - (ii) to be a violent act or an act that is dangerous to -
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
 - (iii) to have resulted in damage within the United States, or outside of the United States in the case of -
 - (I) an air carrier or vessel described in paragraph (5)(B); [for the convenience of this endorsement, paragraph (5)(B) reads: occurs to an air carrier (as defined in Section 40102 of title 49, United States Code) to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission];
 - (II) the premises of a United States mission; and

PAGE 1 OF 2

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- (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- (B) Limitation. No act shall be certified by the Secretary as an act of terrorism if -
 - (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
 - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- (C) Determinations Final. Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.
- (D) Nondelegation. The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

or countersignature (in states where applicable)

PAGE 2 OF 2

Page 185 of 298

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

MULTIPLE COVERAGES AGGREGATE LIMIT ENDORSEMENT

It is hereby agreed that Section V. LIMITS OF COVERAGE; DEDUCTIBLE, Paragraph E. Multiple Coverages is deleted in its entirety and replaced with the following:

E. Multiple Coverages - Each Incident Aggregate Limit

Subject to Paragraphs V.A. through V.D. above, if the same, related or continuous **Pollution Conditions** result in coverage under more than one Coverage under Coverages A through J, every applicable "Each Incident" limit of coverage among such coverage sections shall apply to the Loss, Actual Loss, Extra Expense and loss of Rental Value; however, the most the Company will pay for all Loss, Actual Loss, Extra Expense and loss of Rental Value arising from such Pollution Conditions shall not exceed the highest "Each Incident" limit of Coverage stated in Item 3 of the Declarations among all the coverage sections applicable to the Loss, Actual Loss, Extra Expense Ac

All other terms, conditions, and exclusions shall remain the same.

PAGE 1 OF 1

AIG ENVIRONMENTAL

NOTICE OF LOSS/NOTICE OF CLAIM

INSTRUCTIONS: PLEASE ATTACH ALL CORRESPONDENCE RELATING TO THIS NOTICE OF LOSS AND MAIL COPIES OF THIS NOTICE TO EACH ADDRESS BELOW:

	AIG Technica Environmental C 80 Pine Stre	nsurance Products Unit l Services, Inc. claims Department eet, 6 th Floor c, NY 10005		
Date of Notice:				
NAMED INSURED:		Telephone: ()	
ADDRESS OF INSURED:		Contact:		
BROKER NAME:)	
BROKER ADDRESS:		Contact:		
POLICY INFORMATION:				
Policy Number:				
Policy Period: From:		:		
Loss Information: Loss Location:				
Date & Description of Loss:				

For AIG Use Only: Date Claim Notice Received:

Date of Claim:

Company/Person Filing Suit (if applicable): _____

NOTE: Any person who knowingly files a Statement of Claim containing any false or misleading information is subject to criminal and civil penalties.

AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY

175 Water Street, Twelfth Floor New York, New York 10038

POLLUTION LEGAL LIABILITY SELECT® POLICY

THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE READ CAREFULLY.

DECLARATIONS

POLICY NUMBER:	
Item 1. NAMED INSURED:	
ADDRESS:	-
	FROM
12:01 AM STANDARD TIM	E AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE
Item 3. COVERAGES AND COVE	RAGE SECTION LIMITS AND DEDUCTIBLES:
This Policy includes only those	Coverages as stated in Section I of the Policy for which deductibles and limits
liability appear below If no	aductible a limits of liability appears for a Coverse that Coverse

This Policy includes only those Coverages as stated in Section I of the Policy for which deductibles and limits of liability appear below. If no deductible or limits of liability appears for a Coverage, that Coverage does not apply.

Coverage	Deductible-Fach Incident	Each Incident Limit	Coverage Section Aggregate Limit
Α			
В			
C			
D			
E			
F			······
G			
Н			
1			······································
			· · · · · · · · · · · · · · · · · · ·

75321 (7/00) Cl0980

Page 1 of 2

Coverage	Business Interrupti	on (Days) Limit	Business Interruption (\$) Limit
	business interrupti		
J			
item 4. POLICY A	GGREGATE LIMIT:	\$	
Item 5. INSURED	PROPERTY(S):		
Item 6. POLICY P	REMIUM:	\$	ABU
	TIVE DATE: Under Co ne date shown below.	verages	the Pollution Conditions must commence on
Retroactiv (Enter dat	ve Date: te or "none" if no Ret	roactive Date Applies,	
Item 8. CONTINUI BROKER:	TV DATE:		
	\checkmark		

By__

AUTHORIZED REPRESENTATIVE or countersignature (in states where applicable)

Page 2 of 2

NOTICE: THIS INSURANCE IS NOT LICENSED BY THE STATE OF NEW YORK Copyright, American International Group, Inc., 2000

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ENDORSEMENT NO.

This endorsement, effective 12:01 AM, Forms a part of Policy No: Issued to: By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE ENDORSEMENT

It is hereby agreed that Section VI. CONDITIONS, Paragraph H., Other Insurance, is deleted in its entirety and replaced with the following:

H. Other Insurance - This insurance is primary, and the Company's obligations as a primary insurer are not affected by any other insurance that may be primary.

All other terms, conditions, and exclusions shall remain the same.

PAGE 1 OF 1

Page 191 of 298

DISCLOSURE SCHEDULES TO THE

PURCHASE AND SALE AGREEMENT

by and between

TRIGEN ENERGY CORPORATION,

as Seller,

and

THERMAL NORTH AMERICA, INC.,

as Buyer,

for the Purchase and Sale of Capital Stock of Certain First-Tier Corporate Subsidiaries of Seller

and

Seller's limited partnership interest in Trigen-Trenton Energy Company, LP

Dated April 30, 2004

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Schedule 1.1(a)

Non-Current Reserve Account Balances



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Schedule 1.1(b)

Baseline Fuel Inventories

Cities & Products	Baseline Fuel Inventory	#2 Diesel Fuel	#2 Light Fuel Oil	Low Sulfur #6 Fuel Oil	Coal
Kansas City Coal, tons					0.152
#2 Oil, Gallons	8,153 97,920		97,920		8,153

Schedule 1.1(d)

Prepayments

None.

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Schedule 2.6

Fuel Inventory Procedures and Adjustment

- 1. Record the Date and Facility name on the Fuel Inventory sheet.
- 2. All inventories should be taken as near as possible to 11:00 PM on the day of closing.
- 3. In the case of oil and coal, there may be no active fuel deliveries occurring at the time inventory readings are taken.
- 4. Take inventory readings for all fuel on hand at the time of sale, in accordance with the following:
 - a. Oil
 - i. Measure the level of product in each tank and record on the fuel inventory sheet, by type. For #6 oil record the sulfur content in the title block. For other types of oil, record the type in the title block.
 - ii. Calculate the existing inventory (in gallons) for each tank, utilizing the appropriate volumetric calculations.
 - iii. Sum the inventories for all tanks, by type and record.
 - b. Coal
 - i. Take a physical inventory of the coal on hand by location (bunker, coal pile) and record on the fuel inventory sheet.
 - ii. Calculate the existing inventory (in tons) by location utilizing the appropriate factors.
 - iii. Sum the inventories for all locations and record.
- 5. Calculate the gas consumed for all supply meters since the last billing statement.
 - a. Gas
 - i. Record the last billing statement meter reading on the fuel inventory sheet by meter location.
 - ii. Read and record the current meter reading.
 - iii. Calculate the gas consumed since the last billing meter reading and record on the fuel inventory sheet.
 - iv. Sum the gas consumed for all meter locations and record on the fuel inventory sheet.
- 6. Sign and date the fuel inventory data sheet and return to Herman Schopman.

Date:_____

Facility:	
-----------	--

		Oi	1 - #6	
Tank #	Tank Description	Tank Level	Volumetric Conversion Factor	Calculated Volume (gals)
		•	Fotal Fuel Oil	

Oil - #2				
Tank #	Tank Description	Tank Level	Volumetric Conversion Factor	Calculated Volume (gals)
		•	Total Fuel Oil	

Oil – Other								
Tank #	Tank Description	Tank Level	Volumetric Conversion Factor	Calculated Volume (gals)				
		Total Fuel Oil						

Performed By:_____

Page 199 of 298

Fuel Inventory

Date:_____

Facility:_____

 Coal

 Location
 Storage Location
 Calculated

 #
 Volume (tons)

Gas						
Meter Location	Last Bill Reading	Ending Reading	Gas Consumed			
	T_	tel Cao Concurred				
		Meter Last Bill Location Reading	Meter Last Bill Ending			

Performed By:_____

Schedule 2.7

Purchase Price Allocation



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Schedule 3.1(a)(i)

States of Incorporation

Trigen-Baltimore Energy Corporation	Maryland
Catalyst Steam Corporation	Delaware
Trigen Building Services Corporation	Delaware
Trigen-Boston Energy Corporation	Delaware
Trigen-Maryland Steam Corporation	Delaware
Trigen-Missouri Energy Corporation	Delaware
Trigen-Kansas City Energy Corporation	Delaware
Trigen-Oklahoma Energy Corporation	Delaware
Trigen-Oklahoma City Energy Corporation	Delaware
Trigen-Tulsa Energy Corporation	Delaware
Trigen-Philadelphia Energy Corporation	Pennsylvania
Philadelphia United Power Corporation	Delaware
Philadelphia Thermal Development Corporation	Pennsylvania
Trigen-Schuylkill Cogeneration, Inc.	Pennsylvania
Trigen-St. Louis Energy Corporation	Missouri
Trenton Energy Corporation	Delaware
United Thermal Corporation	Delaware
United Thermal Development Corporation	Delaware

Schedule 3.1(a)(ii)

States of Qualification

Trigen-Baltimore Energy Corporation Catalyst Steam Corporation Trigen Building Services Corporation **Trigen-Boston Energy Corporation** Trigen-Maryland Steam Corporation Trigen-Missouri Energy Corporation Trigen-Kansas City Energy Corporation Trigen-Oklahoma Energy Corporation Trigen-Oklahoma City Energy Corporation Trigen-Tulsa Energy Corporation Trigen-Philadelphia Energy Corporation Philadelphia United Power Corporation Philadelphia Thermal Development Corporation Trigen-Schuylkill Cogeneration, Inc. Trigen-St. Louis Energy Corporation Trenton Energy Corporation United Thermal Corporation United Thermal Development Corporation

Maryland Maryland Maryland Massachusetts Maryland Missouri Missouri Oklahoma Oklahoma Oklahoma Pennsylvania Pennsylvania Pennsylvania Pennsylvania Missouri New Jersey, New York New York New York

Schedule 3.1(e)(i)

Ownership of the Interests


Schedule 3.1(e)(ii)

Ownership of United Thermal Subsidiaries

None.

Schedule 3.1(e)(iii)

Ownership of GP Interest

The following is a disclosure of the ownership, allocation, distribution and other rights of the owners of Trenton LP:

Definitions of Certain Terms:



Allocation of Adjusted Net Income -

Allocation of Net Loss -

.

Allocation of Current Asset Depreciation



Allocation of Expansion Asset Depreciation

Allocation of Current Asset Capital Transaction Loss

Allocation of Expansion Asset Capital Transaction Loss

<u>Allocation Among Old Partners</u> (except as provided below, the allocations referred to above will be allocated among the Old Partners in proportion to their respective Percentage Interest)

Adjusted Net Income and Capital Transaction Gain:



Allocation of Distributable Cash



Distributions of Proceeds of Capital Transactions



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Schedule 3.1(e)(iv)

Ownership of Philadelphia Thermal Development

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Schedule 3.1(e)(v)

Ownership of Baltimore Steam



Schedule 3.1(e)(vi)

Ownership of Grays Ferry

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Schedule 3.1(e)(vii)

Ownership of Inner Harbor East



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Schedule 3.1(e)(viii)

Ownership of Trigen-Oklahoma City and Trigen-Tulsa



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Schedule 3.1(f)

Capitalization



Trigen-Kansas City Energy Corporation:

1,000 shares of common stock owned by Trigen Energy Corporation





OPTIONS OR OTHER PURCHASE RIGHTS:



Schedule 3.1(g)(i)

Financial Statements and GAAP Exception

April	
,15	
2004	

62 63	2	00 99	58	57	56	55	54	53 53	5	5049	48	47	a	45 45		4) ±	a	39	38	37	35	34		30	28 29	27	25	24	23	2 2	20	19 18	17	6	53	13	12	11	ъ	ωα	r 0	ის		4 (in	ω
accounting changes and extraordinary items Extraordinary loss Net Income/(Loss)	Earnings before cumulative effect of	Income Tax Expense	affect of accounting change and extraordinary items	Minority Interest Expense/(Income)		Earnings Before Minority Interests, Income	Mellon Intercompany Interest Exp(Inc)	Intercompany Interest Exp(Inc)	Earnings(Loss) Before Intercompany	Total Other (Income)/Expense/Inc	Other Income, Net	Capitalized Interest	Amort Deferred Fin Exp	Other Income Expense/(Inc)	annan 15 mars	Onerating Income	Total General & Admin. Exp.	Other	Amortization Management Fee	Professional Fees	Salaries	General & Admin, Expenses	Gross Margin	Total Cost of Sales	Depreciation	iorai monocioni operating exp	Other Production and Operating	Repairs & Maintenance	Maintenance Labor	Operating Labor	Production & Operating Exp:	OPERATING EXPENSES		Total Revenue	Equity Revenue	Fees Earned and Other Revenues		Total Sales	Electricity	Hot Water Chilled Water	Steam	Sales		5 5000)	
(1,901) 0 (1,901)	1001	(1,105)	(3,006)	0		(3,006)	2,522	5	(484)	(48)	(48)	0	0 0	5	(260)	15301	676	201	U 182	136	57		144	10,127	294	5,111	993	956	1,227	1,935		1 723		10.271		684		9,587	250'7	2 652 0	6,883		City	Kanese	

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	74 CHECK	72 73 Total Liabilities and Stockholders' Equity	Г			65 Rotained Earnings at January 1	64 Uther Comprehensive Income							56 Total Linbilities	55 Mark to Market Long Lerm Liability				5		46 Mark to Market Short Term Liability				ę	E	5		2	33 Less: Accumulated Amortization			28 Intangible Assets	20 Inv. In Non-Consolidated Partnerships 27	Ŧ		21 22 Property Plant and Environment	20 Non-Current Cash & Equivalents	19 FORE CUTTERS ASSOLS		14 Def Fad Inc Tax (Pav)Rec-Curr				B Accounts Receivable:		6 Cash and Cash Equivalents	3 (in \$000)	1 TRIGEN ENERGY CORPORATION 2 CONSOLIDATING BALANCE SHEET	
c		Equity 7,141	(18,584)	(21,519)	0 (10001)		0	2,9	0	0	0	c	D	25 725	11ty 0	(7.0	2,173	a	30,630		Hiv	ų	(3)	361			7.1	sets 0			_		1,688	nerships 0		tion 19,560)		nts 0	1,331	_		98	5	0 O		0	(495)	Kansas City	AS OF: 12/31/2003	

64	62 5		<u>7</u>	60 99	5 5	71 10	57	56	55	54	53 2	51	50 4 9	48	47	A 5	44	42	1 ;	40	38	37	36	34	32	30 31	28 29	27	26	24	23	22	2 20	19	17 18	6	15	14	12	10	9	80	7	<u>م</u> 10	3 2 - T
iver in schiner (ECOSS)	Extraordinary loss	accounting change and extraordinary items		Income Tax Expense	errect of accounting change, and extraordinary items	Earnings Before Income Taxes, cumulative	Minority Interests in Losses/(Earnings) of Consol Entities		Earnings Before Minority Interests, Income Tax & Extraordinary Items	Mellon Intercompany Interest Exp(inc)	Intercompany Interest Exp(Inc)	Earnings(Loss) Before Intercompany	l otal Other (Income)/Expense/Inc	Other Income, Net	Capitalized Interest	Interest Expense/(inc)	Other Income Expense/(Inc)	Operating Income		Other Total General & Admin Evo	Management Fee	Amortization	Salaries & Benefits Professional Fase		Gross Margin	Total Cost of Sales	Depreciation		Total Production/Operating Exp	Repairs & Maintenance	Maintenance Labor	Distribution Labor	Production & Operating Exp:	les	OPERATING EXPENSES	Total Revenue	Equity Revenue	Fees Earned and Other Revenues		Electricity Total Sales	Chilled Water	Hot Water	Sales Steam	(in \$000) REVENUES	TRIGEN ENERGY CORP CONSOLIDATING INCOME STATEMENT
(895)	0	(694)		(300)	(869)		0		(869)	2,443	(5)	1,569	161	158	2 0	0		1,729	01/	(486)	441	0	697 07		2,546	9,183	285	4,397	616	915	1,064	0	1 001	4,502		11,729	0 (ce)	(9E)	11,135	50	2,616	0,403	8 460	Kansas City	AS OF: 12/31/2002

CHECK

ω 1 TRIGEN ENERGY CORPORATION 2 CONSOLIDATING BALANCE SHEET LIABILITIES AND EQUITY Current Liabilities: Accounts Payable Fuel and Consumabiles Payables Accrued Taxes Accrued Taxes Accrued Taxes Accrued Taxes Current FortionLong Term Debt Current PortionLong Term Liability Interco Payable/(Receivable) Melion Interco Payable/(Receivable) (in \$000) ASSETS Current Assets: Cash and Cash Equivalents Marketable Securities Accounts Receivable: Total Liabilities and Stockholders' Equity Minority Interests Stockholders Equity: Preferred Stock Common Stock Uneerned Comp. Restricted Stk Treasury Stock Additional Patichin Capital Other Comprehensive Income Mark to Market Long Term Asset Total Assets Total Stockholders' Equity Long-Term Debt Other Liabilities Deferred Income Tax Liability Mark to Market Long Term Liability Deferred Costs & Other Assets Less: Accumulated Amortization Deferred Costs & Other Assets,Net Intangible Assets Less: Accumulated Amortization Intangible Assets, Net Property, Plant and Equipment Less: Accumulated Depreciation Nat Property,Plant & Equipment Total Current Liabilities Ratained Earnings at January 1 Current Period Profit (Loss) Current Period - Dividends Ending Retained terrings Ending Retained terrings **Total Liabilities** Investment in Non-Consolidated Partnerships Non-Current Cash & Equivalents Total Current Assets Def Fed Inc Tax (Pay)Rec-Curr Prepaid Expenses Prepaid & Other Current Assets Market Market Short Term Asset Inventories Other Trade Allowance for Finance Charges Allowance for Doubtful Accounts

0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 556 (7,268) 1,250 0 1,558 33,916 30,013 355 (7,917) 0 22,451	0 13,463 (9,267) 4,195 4,195 4,195 4,197 10,739	AS OF: 12/31/2002 (336) 0 1.060 6 6 6 79 679 679 679 679 679

Schedule 3.1(g)(ii)

Liabilities not on Balance Sheet

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None.

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Schedule 3.1(h)(i)

Violations of Governing Documents arising from the Transaction

None.

<u>3.1(h)(ii)</u>





Schedule 3.1(i)

Consents



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Schedule 3.1(j)

Actions





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Schedule 3.1(k)

Uncured Violations of Law

None.

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Schedule 3.1(m)

Material Contracts







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<u>Kansas City</u>:

1. Customer Contracts:

Customer Revenues

	2002	Start	End
Trigen-Kansas City Steam: KCP&L	\$ 2,237,000	2000	expired
*Trigen-MO (CHW motive steam)	\$ 475,000		

2. Supplier Contracts:

Major Suppliers - 2002 KCM/KCX

Name	Contract start	Contract end	Product/Service purchased	2002 purchases
Kansas City Water Service	n/a		Water/Sewer	\$541,752.01
EMR/Enbridge	n/a	6/30/04	Gas Service/transportation	\$993,142.47










Schedule 3.1(n)

Environmental Matters



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Schedule 3.1(0)

Tax Matters



Schedule 3.1(q)

Company Subsidiaries



Schedule 3.1(r)

Real Property



Kansas City:

- 1. Steam Plant, 115 Grand Blvd., Kansas City, MO, Parcel #12-830-45- 01-00-0-00-000, Lot 4, (1st Street)
- 2. Warehouse, 100 Grand Blvd., Kansas City, MO, Parcel #12-830-02-04-00-0-00-000 KCPL-Trigen Lot 1
- 3. Pumphouse, 900 River Front Rd., Kansas City, MO, Parcel #12-800-02-01-00-0-000 (RNG-33 TWP-50 SEC-32)
- 4. Fuel Yard west of Grand Avenue, Kansas City, MO, Parcel #12-830-48-01-00-0-00-000.



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Schedule 3.1(s)

Leases





Kansas City:

- 1. Lease between Kansas City Power and Light and Trigen-Kansas City Energy Corporation for administrative offices at Grand Ave., dated 29 March 90, amended 1 May 2000. Term is indefinite and may be terminated on 12 months notice without penalty.
- 2. Lease from West Properties for piping routed inside a parking garage at 14th and Wynadotte.





Schedule 3.1(t)

Title to Assets



Schedule 3.1(u)

Permit Issues



Schedule3.1(v)

Changes in Business





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