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November 18, 2004

Via EFIS Filing

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Judge
Missouri Public Service Commission
PO Box 360
Jefferson City, MO 65102

***Re: Trigen-Kansas City Energy Corp. / Thermal North America, Inc.
Case No. HM-2004-0618***

Dear Secretary Roberts:

Attached for filing herewith please find the First Amendment to Purchase and Sale Agreement by and between Trigen Energy Corporation and Thermal North America, Inc. The just-obtained Amendment, among other things, extends the deadline for closing from December 31, 2004 to December 31, 2005. The agreed upon extension is in large part due to concern over whether the Pennsylvania properties will receive the necessary timely approvals. The Parties intent in extending the closing deadline was to address this contingency and not to abandon the goal of closing by December 31, 2004. The Parties continue to work diligently to obtain all necessary approvals in time to meet the original goal.

Neither buyer nor seller seeks or supports modification of the procedural schedule in this case. Please do not hesitate to contact us with any questions or concerns.

Very truly yours,

LATHROP & GAGE L.C.

- Paul DeFord - (by dl)

By:

Paul S. DeFord

PSD/dl
Enclosure

**FIRST AMENDMENT
TO
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 November 11, 2004

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "*Amendment*"), dated as of November 11, 2004, to that certain Purchase and Sale Agreement by and between Trigen Energy Corporation, a Delaware corporation ("*Seller*"), and Thermal North America, Inc., a Delaware Corporation ("*Buyer*") dated April 30, 2004, as amended by the letter agreement, dated June 10, 2004, between Buyer and Seller (the "*Agreement*"). Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Seller and Buyer entered into the Agreement for the purchase of Seller's issued and outstanding capital stock in those certain First-Tier Corporate Subsidiaries (as defined in the Agreement), along with Seller's limited partnership interest in Trigen-Trenton Energy Company, LP, a New Jersey limited partnership, upon the terms and subject to the conditions set forth in the Agreement;

WHEREAS, certain agreements have been entered into by various First-Tier Corporate Subsidiaries, for which the consent of Buyer has been obtained;

WHEREAS, Buyer has agreed to reimburse Seller for capital expenditures to be made by certain First-Tier Corporate Subsidiaries of (i) up to \$50,000 with regard to the connection of a new customer in Oklahoma City and (ii) up to \$350,000 for a long-term contract with regard to the connection of an existing customer in Philadelphia;

WHEREAS, the Parties now desire to amend the Agreement to reimburse Seller for its expenditures regarding these new customer connections, as well as to acknowledge the entry into certain agreements by Seller and/or First-Tier Corporate Subsidiaries, to adjust the time period for the closing of the transaction contemplated by the Agreement, and such other amendments in accordance with the terms set forth herein; and

WHEREAS, Section 12.7 of the Agreement provides that the Agreement may be amended by a written instrument executed by both Parties and Harvard (as defined in the Agreement).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, the Parties and Harvard agree as follows:

ARTICLE I **Certain Definitions**

1.1 Defined Terms. Terms not defined herein shall have the meaning set forth in the Agreement.

ARTICLE II
Amendments to Agreement

2.1 Amendments. The Agreement shall be amended, effective as of the date hereof, as follows:

(a) Section 1.1 is hereby amended by adding the following definition to read in its entirety as follows:

“New Customer Capital Expenditure Amount” means (i) an amount not to exceed \$50,000 for capital expenditures related to the Thermal Energy Service Agreement by and between Trigen-Oklahoma City and Corporate Tower, L.L.C., dated August 31, 2004, and (ii) an amount not to exceed \$350,000 for expenditures related to the Steam Purchase Agreement by and between Trigen-Philadelphia and the School District of Philadelphia, dated August 31, 2004 and effective May 31, 2004.

(b) Section 2.2 is hereby amended by adding the following text at the end of such section:

and (vi) the New Customer Capital Expenditure Amount; provided, that Seller delivers evidence reasonably satisfactory to Buyer of the payment of such expenses by Seller prior to Closing.

(c) Section 2.4(b) is hereby amended by replacing the term “Buyer’s” in the fifth sentence of such section with “Seller’s.”

(d) Section 6.25(e)(vii) is hereby amended by deleting the brackets surrounding the third and fifth sentences of such section.

(e) Sections 8.2(ii)(B), 8.2(ii)(E) and 8.2(xii)(B) are hereby amended by replacing the term “business days” in such sections with “Business Days.”

(f) Section 8.3(i) is hereby amended to read in its entirety as follows:

(i) the Estimated Purchase Price, less any MAE Adjustment, to Seller in immediately available funds to the bank account as provided in Section 2.3;

(g) Sections 11.1(a)(ii) and (iii) are hereby amended by replacing the term “2004” in such sections with “2005.”

(h) Section 12.5 is hereby amended by replacing the address for notice to Buyer with the following address:

Thermal North America, Inc.
c/o Sowood Capital Management LP
500 Boylston Street, 17th Floor
Boston, MA 02116
Attention: Megan Kelleher
Telecopy No.: (617) 603-3501

ARTICLE III

Consent to Agreements

3.1 Consents. The parties acknowledge and agree that all of the IUOE Consents required pursuant to Section 7.2(h) have been obtained.

3.2 Consent to Agreements. The Parties acknowledge that, for purposes of Section 6.1 of the Agreement, Buyer has consented to the execution, delivery and performance by Seller of the agreements set forth on Exhibit A attached hereto, and agree that such execution, delivery and performance does not violate the terms of Section 6.1 of the Agreement.

ARTICLE IV

Other Provisions

4.1 Agreement in Effect. Except as otherwise set forth in this Amendment, all of the terms, covenants, agreements, rights, obligations and conditions of the Agreement shall remain in full force and effect and are ratified, confirmed, adopted and approved as originally executed. Seller and Buyer acknowledge that all references to the "Agreement" in the Agreement, the Ancillary Agreements and in any related agreements or documents shall refer to the Agreement as amended by this Amendment.

4.2 Counterparts. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Delivery may be effected by facsimile.

4.3 Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, ENFORCED, AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WITHOUT REGARD TO CONFLICTS OF LAWS RULES THAT REQUIRE OR PERMIT THE APPLICATIONS OF THE LAWS OF ANOTHER JURISDICTION.

4.4 Entire Agreement. This Amendment contains the full and entire understanding between the parties regarding the subject matter herein. Except as otherwise expressly provided herein, the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment has been signed by or on behalf of each of the Parties as of the day first above written.

Seller:

TRIGEN ENERGY CORPORATION

By: H. A. Schepman
Name: Herman A. Schepman
Title: Vice President.

[Handwritten initials]

Buyer:

THERMAL NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

Accepted and agreed to for purposes of Sections 12.1, 12.2, 12.5, 12.6, 12.7, 12.13 and 12.14 of the Agreement only:

PRESIDENT AND FELLOWS OF HARVARD COLLEGE

By: Harvard Management Company, Inc.
pursuant to delegated authority

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Amendment has been signed by or on behalf of each of the Parties as of the day first above written.

Seller:

TRIGEN ENERGY CORPORATION

By: _____

Name:

Title:

Buyer:

THERMAL NORTH AMERICA, INC.

By: _____

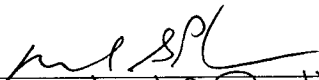
Name:

Title:

Accepted and agreed to for purposes of Sections 12.1, 12.2, 12.5, 12.6, 12.7, 12.13 and 12.14 of the Agreement only:


PRESIDENT AND FELLOWS OF HARVARD COLLEGE

By: Harvard Management Company, Inc.
pursuant to delegated authority

By: 

Name: Michael S. Pradtko

Title: Authorized Signatory

By: 

Name: Stephen J. McSweeney

Title: Authorized Signatory

IN WITNESS WHEREOF, this Amendment has been signed by or on behalf of each of the Parties as of the day first above written.

Seller:

TRIGEN ENERGY CORPORATION

By: _____

Name:

Title:

Buyer:

THERMAL NORTH AMERICA, INC.

By: Steven D. Pappas

Name: STEVEN D. PAPPAS

Title: PRESIDENT

Accepted and agreed to for purposes of Sections 12.1, 12.2, 12.5, 12.6, 12.7, 12.13 and 12.14 of the Agreement only:

PRESIDENT AND FELLOWS OF HARVARD COLLEGE

By: Harvard Management Company, Inc.
pursuant to delegated authority

By: _____

Name:

Title:

By: _____

Name:

Title:

Exhibit A

Consents

1. Letter, dated September 10, 2004, from New Jersey Economic Development Authority regarding Trigen-Trenton Energy Company, LP District Heating and Cooling Revenue Bonds, notice of technical non-compliance pursuant to the Section 8.13 of Bond Agreement.
2. Acknowledgement, dated August 6, 2004, regarding the entry of Trigen-Philadelphia Energy Corporation into a Corporate Services Agreement with ThermalSource, LLC.
3. Acknowledgement, dated August 13, 2004, regarding the entry of Trigen-Kansas City Energy Corporation into a Corporate Services Agreement with ThermalSource, LLC.
4. Steam Purchase Agreement, dated August 31, 2004 and effective May 31, 2004, by and between Trigen-Philadelphia Energy Corporation ("TPEC"), a wholly-owned subsidiary of United Thermal Corporation, and the School District of Philadelphia for the purchase of steam at various locations served by TPEC.
5. Thermal Energy Service Agreement, dated August 31, 2004, by and between Trigen-Oklahoma City Energy Corporation and Corporate Tower, L.L.C.
6. Energy Supply Agreement, effective September 1, 2001, by and between Trigen-Inner Harbor East, LLC and Inner Harbor East Garage LLC.
7. Acknowledgement, dated September 9, 2004, regarding the entry by Trigen-Kansas City Energy Corporation and Trigen-Philadelphia Energy Corporation, into a Transition Services Agreement with Johnson Controls, Inc.
8. Amendment No. 4, dated September 15, 2004, to the Credit and Reimbursement Agreement dated as of September 1, 1992, as amended by Amendment No. 1 dated March 31, 1995, by Amendment No. 2 dated September 10, 1999, and by Amendment No. 3 and Consent dated September 18, 2003 (the "Credit Agreement"), by and among Trigen-Oklahoma Energy Corporation, certain Guarantors named in the Credit Agreement, and Société Générale.
9. Consent, dated September 21, 2004, regarding the entry of Trigen-Philadelphia Energy Corporation into a series of hedging transactions with large customers, and the entry of Trigen-Baltimore Energy Corporation into a fixed gas supply arrangement for a portion of its winter supply requirements.
10. Amended and Restated Transportation Service Agreement, effective October 1, 2004, between Trigen-St. Louis Energy Corporation and CenterPoint Energy – Mississippi River Transmission Corporation.

11. Equipment Lease Extension letter agreement, dated September 16, 2004, by and between Citigroup Global Lease, Inc. and Trigen-Trenton Energy Company, L.P.

12. Equipment Lease Extension Agreement, dated October 27, 2004, by and between Wilmington Trust Company and Trigen-Trenton Energy Company, L.P.