

KANSAS CITY POWER & LIGHT COMPANY

1330 BALTIMORE AVENUE

P.O. BOX 418679

KANSAS CITY, MISSOURI 64141-9679

LAW DEPARTMENT
(816) 556-2785

September 15, 1989

Mr. Harvey G. Hubbs
Secretary
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

RE: Case No. HM-90-4

Dear Mr. Hubbs:

Enclosed for filing with the Commission are fifteen copies of the final form of the Central Station Steam Distribution System Sales Agreement, and associated exhibits, between Kansas City Power & Light Company and Trigen-Kansas City District Energy Corporation. Though the Agreement has not been signed yet by the parties, the substantive terms and conditions in the Agreement have been accepted by both parties and are not subject to change.

Due to the extremely bulky nature of certain of the attachments to the exhibits, those attachments have not been filed; they have been provided to the Staff and will be included in the copies of the executed Agreement when filed with the Commission.

Would you please bring this to the attention of the Commission.


Mark G. English
Deputy General Counsel

cc: George Rider
Michael Pendergast
Martha Hogerty

FILED

SEP 15 1989

PUBLIC SERVICE COMMISSION

HD

**CENTRAL STATION STEAM DISTRIBUTION
SYSTEM SALES AGREEMENT**

between

KANSAS CITY POWER & LIGHT COMPANY

and

TRIGEN-KANSAS CITY DISTRICT ENERGY CORPORATION

September ____, 1989

FILED

SEP 15 1989

PUBLIC SERVICE COMMISSION

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EXHIBITS

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
1	Property associated with Grand Avenue Station; reservation of certain rights by KCPL
2	Steam distribution system
3	Pressure reducing stations located at 6th Street and Baltimore and at 1319 Wyandotte
4	Materials and supplies associated with Steam System
5	Oral and written contracts related to Steam System
6	Federal, State and Local permits, licenses, etc.
7	Assignment of National Starch Agreement
8	Form of Assignment and Assumption Agreement for contracts selected by Trigen
9	License related to garage at 1319 Wyandotte
10	Easement Agreement (re cross easements at Grand Avenue Station and switchroom addition)

11	NOT USED
12	Steam Service Agreement
13	Certificate of Officer
14	Opinion of Counsel
15	Special Warranty Deed
16	NOT USED
17	Special Warranty Deed and Conveyance of Easements
18	Bill of Sale and other Instruments o f Conveyance
19	NOT USED
20	Certified retail service territories of KCPL
21	Regulated Materials located at or discharged from Grand Avenue Station
22	Customer Deposits
23	Production Expense Reports
24	Customers for whom KCPL was providing steam service on June 30, 1989
25	KCPL Insurance
26	Lease

CENTRAL STATION STEAM DISTRIBUTION SYSTEM SALES AGREEMENT

This Central Station Steam Distribution System Sales Agreement ("Agreement"), is entered into this ____ day of July, 1989, by and between Kansas City Power & Light Company ("KCPL"), a Missouri corporation, and Trigen-Kansas City District Energy Corporation ("Trigen"), a Delaware corporation.

WITNESSETH:

WHEREAS, the Missouri Public Service Commission ("Commission") in its Report and Order in Case No. HO-86-139 authorized KCPL to terminate central station district steam service in downtown Kansas City as of December 31, 1990, and directed it to make a good faith effort to sell its central station steam distribution system to a party willing and able to operate the steam system on a successful basis; and

WHEREAS, KCPL issued a Request for Proposals on January 25, 1988, seeking proposals for the purchase of its steam system, and

WHEREAS, KCPL received certain proposals on March 25, 1988, for the purchase of the steam system, including two alternative proposals from Kinetic Energy Development Corporation ("Kinetic"); and

WHEREAS, after evaluation of the proposals, KCPL accepted one of the Kinetic proposals on May 24, 1988; and

WHEREAS, subsequent to that acceptance KCPL, Trigen Energy Corporation (the parent company of Trigen) and Kinetic entered into a Memorandum of Understanding dated June 1, 1989, whereby Trigen Energy Corporation agreed to purchase (either directly or through its subsidiary), and KCPL agreed to sell, the steam system upon certain terms and conditions.

NOW, THEREFORE, in consideration of the respective agreements hereinafter set forth, the parties agree as follows:

1. Sale of Steam System. Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of KCPL and Trigen contained herein, KCPL hereby agrees to sell, and Trigen hereby agrees to purchase, the following properties comprising KCPL's downtown Kansas City central station steam generation and distribution system (collectively, the "Steam System"):

A. Grand Avenue Station. The real estate, structures, improvements, steam boilers, piping, coal handling facilities, oil tanks, intake structure, transformers and other fixtures and equipment described in Exhibit 1 hereto, subject to the reservation of certain properties, easements and rights by KCPL, as described in Exhibit 1 hereto, ("Grand Avenue Station");

B. Piping. All of the steam piping and associated easements, licenses, rights-of-way and similar property rights of KCPL, and the fittings, valves and metering which collectively comprise KCPL's downtown Kansas City, Missouri, steam distribution system, both in service and retired in place, including, without limitation, the rights and property described in Exhibit 2 hereto;

C. Pressure Reducing Stations. The real estate interest (consisting of an easement), structures and improvements located at 6th Street and Baltimore, together with all of the equipment, piping and fixtures comprising the

two pressure reducing stations located at 6th Street and Baltimore and in KCPL's garage at 1319 Wyandotte, all as described in Exhibit 3 hereto;

D. Materials, Supplies and Documentation. All of the materials and supplies associated with the Steam System in KCPL's possession as of the date of Closing, which are generally described in Exhibit 4 hereto as well as all records (including customer records), documentation, information, diagrams, charts, maps, schematics, blueprints, and other written materials related to the Steam System and related business conducted by KCPL (collectively the "System Records"), provided, however, that KCPL may provide to Trigen copies, and retain for itself the originals, of those System Records which KCPL is required (by applicable law or regulation) or reasonably desires to retain for its permanent records;

E. National Starch Agreement and Other Contracts. All of KCPL's right, title and interest under that certain Steam Service Agreement dated October 16, 1985 between KCPL and National Starch and Chemical Corporation ("National Starch Agreement") and under the contracts, both oral and written, identified in Exhibit 5, the assignment or transfer of which is requested by Trigen; and

F. Permits and Emissions Credits. All of KCPL's right, title and interest in and to the Federal, State and local environmental and other permits, licenses, easements, franchises, certificates and approvals associated with the

Steam System which KCPL now holds (to the extent that such permits, licenses, easements, franchises, certificates and approvals exist and are transferable by their terms), all of which have been listed and described by KCPL in Exhibit 6 hereto, and all of KCPL's right, title and interest in and to 5,955 tons of sulfur dioxide emissions credits banked with the Missouri Department of Natural Resources.

All properties of KCPL not identified above shall be retained by KCPL.

2. Assumed Liabilities. As further consideration for the properties of KCPL to be purchased by Trigen pursuant to this Agreement, Trigen agrees, subject to the terms and conditions set forth in this Agreement, to assume, at the Closing, only the following debts, liabilities and obligations of KCPL, as the same shall exist on the date of Closing:

A. All duties, obligations and undertakings of KCPL arising from and after the date of Closing under the National Starch Agreement, the extent of such assumption to be in accordance with the Assignment attached hereto as Exhibit 7 (or a substitute steam service agreement, in form acceptable to Trigen, may be executed between Trigen and National Starch and Chemical Corporation, provided that KCPL is released from liability for further performance of its obligations under the National Starch Agreement); and

B. All duties, obligations and undertakings of KCPL arising from and after the date of Closing under the contracts listed in Exhibit 5 which have been assigned to Trigen, at

Trigen's request and option, the extent of such assumption to be in accordance with the form of Assignment and Assumption Agreement attached hereto as Exhibit 8.

3. Nonassumed Liabilities. Trigen shall not assume any liabilities or obligations of KCPL not specifically set forth in Section 2 above, it being understood, however, that Trigen has agreed to indemnify KCPL with respect to the matters described in Section 16B. The liabilities or obligations of KCPL not specifically assumed by Trigen hereunder which remain in existence at the date of Closing shall continue to be liabilities and obligations of KCPL. The liabilities and obligations of KCPL not assumed by Trigen hereunder include, without limitation, the following:

A. Liabilities or obligations of KCPL arising out of the indemnification contained in Section 16 hereof;

B. Any claims, liabilities or obligations, known or unknown, whether absolute, contingent or otherwise, the existence of which is a breach of, or inconsistent with, any representation, warranty or covenant of KCPL as set forth in this Agreement;

C. Liabilities or obligations of KCPL, if any, arising out of this Agreement or the transactions contemplated hereby or incurred in respect of any transaction occurring after the date of Closing, including taxes, if any, attributable to the sale of properties hereunder;

D. Any liability or obligation of KCPL for customer deposits held by KCPL, and KCPL shall be solely responsible for settling such deposits with each such customer.

KCPL covenants to pay promptly all liabilities and to fulfill all obligations of KCPL not assumed by Trigen hereunder as and when the same become due, subject to KCPL's right to contest in good faith the existence, validity or extent of any such obligations or liabilities.

4. Assignment of Contracts. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an assignment of any contract, agreement, or commitment or any claim, right, or benefit arising thereunder or resulting therefrom, if an attempted assignment thereof, without the consent of a third party thereto, would constitute a material breach thereof or would be ineffective, if such consent has not been obtained. KCPL shall use all reasonable efforts to obtain all required consents to assignments of contracts, agreements and commitments requested by Trigen prior to the Closing. If any such consent has not been obtained as of the Closing (other than the consent required with respect to the National Starch Agreement, which shall be a condition precedent to Closing as described in Sections 12 and 13), or if an attempted assignment of any such contract, agreement, or commitment would be ineffective, Trigen shall have the option (which it may elect at its sole discretion) of performing the obligations under such contract, agreement, or commitment in the name of KCPL, subject to all defenses available to KCPL and KCPL will cooperate with Trigen in any reasonable arrangement designed

to provide for Trigen the benefits under such contract, agreement, or commitment, including the receipt of all monies due thereunder and enforcement for the benefit of Trigen (at Trigen's expense) of any and all rights of KCPL against a third party thereto arising out of the breach or cancellation by such third party or otherwise.

5. Purchase Price. As and in consideration for the purchase of the assets described in Section 1 above, Trigen agrees to pay to KCPL the sum of SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) as follows: ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) was paid by Trigen on June 2, 1989, as earnest money, the receipt of which is hereby acknowledged by KCPL, and at the Closing, Trigen shall pay to KCPL in immediately available funds the sum of FIVE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,900,000.00), less interest accruing on said earnest money at the prime rate of interest charged by the CitiBank New York ("Prime Rate") during the period from June 2, 1989 through the date of Closing, and as further adjusted by the following items to be prorated and apportioned between the parties as of the date of Closing:

A. Taxes. All real and personal property taxes for the then-current tax year levied or assessed against the property to be sold; the amount of taxes shall be calculated using the latest available tax levies (including the latest voted increase in the Kansas City health levy) and the latest available assessed valuation, whether for the current or preceding tax year.

B. License Fees. All license fees on the sale for consumption of steam within the City of Kansas City, Missouri,

for the then current year for which such license fees are levied or assessed, to the extent the licenses for which such fees are levied or assessed are transferred to Trigen;

C. Assessments. All assessments by the Commission against KCPL's public utility steam service for the then current year to which such assessments apply.

6. Operating and Training Services.

A. Operating Services. KCPL will provide personnel to operate and maintain the boilers and associated equipment at Grand Avenue Station and the related steam distribution piping system for a period of up to one hundred twenty (120) days from the date of Closing. During this period, KCPL personnel shall perform such operation and maintenance in a manner substantially similar to its present practices at Grand Avenue Station (which may, at Trigen's discretion, include the burning of coal), unless otherwise directed by authorized employees of Trigen. Trigen has the right to direct reductions in the number of KCPL personnel performing such operation and maintenance as Trigen hires personnel to perform those functions.

During this period, Trigen shall reimburse KCPL for all direct and indirect labor costs (including, but not limited to, actual salaries or wages, fringe benefits and associated overheads) of KCPL personnel engaged in such operation and maintenance. Trigen shall be responsible for and provide all materials and supplies requested by

KCPL and reasonably required for such operation and maintenance. KCPL shall render an invoice to Trigen for these costs within five (5) days of the end of each month in which such costs were incurred. Invoices not paid within thirty (30) days after receipt by Trigen shall bear interest at the rate of 1-1/2% per month, or the highest rate allowed by law, whichever is less.

In consideration of KCPL's providing such personnel, KCPL (and its agents, employees and officers) shall have no liability to Trigen, and Trigen shall otherwise indemnify, defend and hold harmless KCPL against and in respect of any and all loss, damage, liability, obligations and claims arising from or relating to KCPL's operation and maintenance of said boilers and associated equipment and the related steam distribution piping system during this one hundred twenty (120) day period, including any and all loss, damage, liability, obligations and claims arising from or relating to the negligent acts or omissions of KCPL, its agents, employees and officers.

B. Training Services. For a period of one year from the date of this Agreement KCPL will provide such reasonable training services for Trigen's supervisory and operations personnel as requested by Trigen upon at least five (5) days' notice. KCPL shall invoice Trigen, and Trigen shall pay within thirty (30) days of receipt of such invoice, for the reasonable incremental costs to

KCPL of such training services, including direct labor costs and applicable loadings and overheads. Invoices not paid within thirty (30) days after receipt by Trigen shall bear interest at the rate of 1-1/2% per month, or the highest rate allowed by law, whichever is less.

7. Employees. KCPL grants Trigen permission to interview all present KCPL employees who perform duties related to the Steam System, and, at Trigen's sole discretion, to offer employment with Trigen to any or all of such employees. KCPL has the right, however, to offer any or all of such employees continued employment with KCPL, and Trigen shall have no obligation to employ or to offer employment to any of such employees. Trigen does not assume any responsibility for any obligations or liabilities of KCPL to its employees or under any employment contracts, employee benefit plans or collective bargaining agreements, including but not limited to, any potential liabilities under the Multi-Employer Pension Plans Amendment Act of 1980 or under any group health plan continuation coverage (commonly referred to as "Cobra").

8. Access and Information. KCPL will give to Trigen and to Trigen's counsel, accountants and other representatives full access, during normal business hours throughout the period prior to the date of Closing, to all of KCPL's properties, books, contracts, commitments and records which relate to the Steam System and may be relevant to the transactions herein contemplated, including but not limited to information regarding the location, description, construction, placement, operation and cost of the Steam System, access for the purpose of conducting, at Trigen's

expense, an inventory of materials and supplies, and information concerning current steam service customers. KCPL shall provide copies of all existing and available information (including maps and drawings) requested by Trigen. In the event the cost of reproduction of any information results in unreasonable expense to KCPL, Trigen shall reimburse KCPL for the reasonable costs of reproduction. In the event that the Closing of the transaction contemplated herein shall occur, Trigen shall be allowed to retain permanently all copies of any such materials or information which it has obtained.

9. License, Lease and Easements. KCPL shall, at Closing, grant Trigen a license substantially in the form of Exhibit 9 hereto, for the purposes of owning, operating, maintaining, repairing, replacing and removing the pressure reducing station equipment, piping and fixtures located in KCPL's garage at 1319 Wyandotte (the "Garage"). In addition, KCPL and Trigen shall, at Closing, enter into the Easement Agreement, substantially in the form of Exhibit 10 hereto, for purposes of Trigen's access to and use of portions of the real estate and facilities retained by KCPL which are adjacent to Grand Avenue Station and which are commonly referred to collectively as the "switchroom addition," and for KCPL's continuing right of access to and use of portions of Grand Avenue Station after ownership thereof is conveyed to Trigen; and the parties will enter into a Lease, substantially in the form of Exhibit 26, for the use by Trigen of certain office, locker and shower room space located in such switchroom addition.

10. Closing. The Closing shall take place on Friday, September 29, 1989, at 10:00 a.m. in KCPL's offices at 1330 Baltimore Avenue, Kansas City, Missouri, or at some agreed-upon earlier date in the event that all conditions precedent to Closing have been satisfied; and both parties agree to use their best efforts to satisfy all conditions precedent prior to September 29, 1989. At the time of Closing:

A. Trigen shall deliver or cause to be delivered to KCPL the following:

- (i) Steam Service Agreement in the form of Exhibit 12 hereto, executed by Trigen;
- (ii) Certificate of Officer in the form of Exhibit 13 hereto;
- (iii) Opinion of counsel in the form of Exhibit 14 hereto;
- (iv) Assignment of National Starch Agreement in the form of Exhibit 7 hereto, executed by Trigen (or in the alternative and at Trigen's option, if available, notice to KCPL that a substitute agreement, in form acceptable to Trigen, has been executed between Trigen and National Starch and Chemical Corporation);
- (v) Easement Agreement in the form of Exhibit 10 hereto, executed by Trigen;
- (vi) The Lease (related to office, locker and shower room space located in the switchroom addition), in the form of Exhibit 26, executed by Trigen;

- (vii) Assignment and Assumption Agreements in the form of Exhibit 8 hereto, executed by Trigen, for each contract listed on Exhibit 5, the assignment or transfer of which was requested by Trigen; and
- (viii) The remainder of the purchase price, in immediately available funds, as adjusted pursuant to Section 5 herein.

B. KCPL shall deliver or cause to be delivered to Trigen the following:

- (i) Assignment of National Starch Agreement in the form of Exhibit 7 hereto, executed by KCPL;
- (ii) Executed License (related to the garage at 1319 Wyandotte) in the form of Exhibit 9 hereto;
- (iii) Executed Special Warranty Deed, substantially in the form of Exhibit 15 hereto, for the real estate component of Grand Avenue Station, described in Exhibit 1 hereto (and which retains certain easements for KCPL as provided in the Easement Agreement);
- (iv) Executed Special Warranty Deed and Conveyance of Easements substantially in the form of Exhibit 17 hereto conveying KCPL's interests in easements associated with the Steam System piping;
- (v) Executed Steam Service Agreement in the form of Exhibit 12 hereto;

- (vi) Instruments of conveyance (including a Bill of Sale) in the form of Exhibit 18 hereto (and as otherwise agreed by the parties) conveying the properties identified in Section 1 herein;
- (vii) Certificate of Officer in the form of Exhibit 13 hereto;
- (viii) Opinion of Counsel in the form of Exhibit 14 hereto;
- (ix) Easement Agreement in the form of Exhibit 10 hereto executed by KCPL;
- (x) The Lease (related to office, locker and shower room space located in the switchroom addition), in the form of Exhibit 26, executed by KCPL;
- (xi) Keys to Steam System customers' premises (except that KCPL shall not be required to deliver keys with respect to any customer that has objected in writing to such delivery); and
- (xii) Assignment and Assumption Agreements in the form of Exhibit 8 hereto, executed by KCPL, for each contract listed on Exhibit 5, the assignment or transfer of which was requested by Trigen.

On the date of Closing, the executed Easement Agreement (Exhibit 10), Special Warranty Deed (Exhibit 15), Special Warranty Deed and Conveyance of Easements (Exhibit 17), and any other documents conveying or reserving an interest in real

property (other than the Lease) shall be recorded in the office of the Recorder of Deeds for Jackson County, Missouri.

11. Final Meter Reading; Collection of Accounts. As close to Closing as possible, KCPL shall take a final meter reading for all of the existing steam service customers, and as soon as practicable thereafter, shall render final bills thereon. KCPL shall inform Trigen before taking these final meter readings, and Trigen shall have the right to accompany KCPL to verify these final readings. Trigen assumes no responsibility for collection of amounts due KCPL from customers for steam service provided by KCPL prior to the date of Closing, and Trigen shall have no obligation to assist KCPL in collection of such amounts due.

12. Conditions Precedent of Trigen. All obligations of Trigen under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. Performance. KCPL shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

B. No Actions or Proceedings. No action or proceeding shall have been instituted before a court or other governmental body, or by any public authority, to restrain or prohibit the consummation of the transactions contemplated herein.

C. Accuracy of Representations and Warranties. The representations and warranties contained in this Agreement on the part of KCPL shall be true on and as of the date of

Closing with the same effect as though they had been made on and as of such date, and Trigen shall have received a certificate, dated as of the date of Closing, of an executive officer of KCPL to such effect, in the form of Exhibit 13 hereto. Such representations and warranties and the covenants and agreements of the parties hereunder, shall survive the Closing and shall not be deemed to be merged with or into any of the certificates, agreements, deeds or instruments of conveyance delivered at the Closing.

D. Title Policy. Trigen shall have received (at its expense) a commitment from a title insurance company acceptable to it, and such title insurance company shall be prepared to issue its title policy, in a form acceptable to Trigen and at Trigen's cost, insuring title to all real property to be transferred pursuant to this Agreement in Trigen, subject only to such exceptions or defects in title as are acceptable to Trigen.

E. Franchise. Trigen shall have obtained a franchise, easement or other transfer of right from the City of Kansas City, Missouri and from all other municipal or other public corporate entities with jurisdiction over KCPL's certificated service territory for placement of steam pipes under the streets or other rights-of-way in such form, to such extent and for such duration as acceptable to Trigen.

F. No Material Adverse Change. No event shall have occurred which would have a material adverse effect on the Steam System or the ability of Trigen to operate the steam

distribution business in substantially the same manner as it is currently operated.

G. Board Authorization. The board of directors of Trigen and KCPL shall have authorized the execution and performance of this Agreement and associated documents.

H. Commission Approval. The Commission shall have approved this Agreement and associated documents without modification (except as may be mutually agreed by the parties), and shall have found reasonable and approved transfer by KCPL to Trigen of 5,955 tons of sulfur dioxide emissions credits banked with the Missouri Department of Natural Resources.

I. Trigen Certificate and Rate Approval. The Commission shall have granted a Certificate of Public Convenience and Necessity to Trigen to provide steam service in the contemplated service area and approved Trigen's rates, charges and terms relating to steam service.

J. Release of Liens. KCPL shall have obtained the release of all liens of indentures or mortgage upon the properties to be conveyed to Trigen.

K. National Starch Agreement. The National Starch Agreement shall have been assigned by KCPL to Trigen, such assignment to be substantially in the form of Exhibit 7 hereto, or a substitute steam service agreement between National Starch and Chemical Corporation and Trigen in a form acceptable to Trigen shall have been executed, and a release

from liability for performance of KCPL's obligations under the National Starch Agreement shall have been obtained.

L. Gross Receipts Tax. The City of Kansas City, Missouri shall have formally agreed to and adopted a proposal, acceptable to Trigen, which results in a gross receipts tax imposition or other imposition of tax or fees on Trigen's thermal energy sales at a rate no greater than the gross receipts tax burden imposed on comparable production of thermal energy by any existing or potential Trigen customers in Kansas City, Missouri.

M. Permits and Emissions. The legally binding transfer or reissuance, as the case may be, of all existing permits, licenses, franchises, easements, certificates and approvals required for Trigen's ownership and operation of the Steam System, all as identified on Exhibit 6 hereto; the issuance to Trigen of any additional permits, licenses, franchises, easements, certificates and approvals which are reasonably determined by Trigen to be required for its ownership and operation of the Steam System, including without limitation, such licenses and permits as may be required for operation of the steam boilers at loads (and emissions levels) acceptable to Trigen through the use of coal, oil or gas fuel sources, and the legally binding transfer of KCPL's rights in and to 5,955 tons of sulfur dioxide emissions credits banked with the Missouri Department of Natural Resources shall have been completed.

N. Maintenance of Customer Load. Between June 1, 1989 and the date of Closing, there shall have been no loss of annualized noncontract steam customer load greater than 40,000 mlb.

O. Environmental Matters. Trigen shall not have received notice or information that there are any conditions or events related to the properties to be acquired by Trigen under this Agreement which, if known to KCPL, would constitute a violation of Section 15I, or which are reasonably estimated to cause or require Trigen to incur any material cost, damage or expense under the Environmental Laws (as defined in Section 15I) or in order to bring such properties into full compliance with the Environmental Laws and satisfy any related remedial requirements.

In the event each of the conditions described in this Section are not satisfied or waived by Trigen, Trigen may cancel this sale without further obligation and shall be entitled to the return of the earnest money paid, plus interest accrued thereon at the Prime Rate, or Trigen may pursue its other remedies provided in Section 21.

13. Conditions Precedent of KCPL. All obligations of KCPL under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. Performance. Trigen shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

B. No Actions or Proceedings. No action or proceeding shall have been instituted before a court or other governmental body, or by any public authority, to restrain or prohibit the consummation of the transactions contemplated herein.

C. Accuracy of Representations and Warranties. The representations and warranties contained in this Agreement on the part of Trigen shall be true on and as of the date of Closing with the same effect as though they had been made on and as of such date, and KCPL shall have received a certificate, dated the date of Closing, of an executive officer of Trigen to such effect, in the form of Exhibit 9 hereto. Such representations and warranties and the covenants and agreements of the parties hereunder, shall survive the Closing and shall not be deemed to be merged with or into any of the certificates, agreements, deeds or instruments of conveyance delivered at the Closing.

D. Board Authorization. The board of directors of KCPL and Trigen shall have authorized the execution and performance of this Agreement and associated documents.

E. Commission Approval. The Commission shall have approved this Agreement and associated documents without modification (except as may be mutually agreed by the parties) and shall have found reasonable and approved transfer by KCPL to Trigen of 5,955 tons of sulfur dioxide emissions credits banked with the Missouri Department of Natural Resources; provided, however, that approval of such transfer of sulfur

dioxide emissions credits shall not be required (and such condition shall be waived) if Trigen waives the requirement for such sulfur dioxide emissions credits to be transferred to it.

F. KCPL Certificate. The Commission shall have revoked KCPL's Certificate of Public Convenience and Necessity to provide steam service in downtown Kansas City, Missouri.

G. National Starch Agreement. The National Starch Agreement shall have been assigned by KCPL to Trigen, such assignment to be substantially in the form of Exhibit 7 hereto, or Trigen shall have notified KCPL that it has entered into a substitute steam service agreement with National Starch and Chemical Corporation in form acceptable to Trigen, and a release from liability for performance of KCPL's obligations under the National Starch Agreement shall have been obtained. In the event each of the conditions described in this Section are not satisfied or waived by KCPL, KCPL may cancel this sale without further obligation and shall thereupon return to Trigen the earnest money paid, plus interest accrued thereon at the Prime Rate or KCPL may pursue either of its other remedies provided in Section 21.

14. Warranties, Covenants and Representations of Trigen.
Trigen warrants, covenants and represents as follows:

A. Organization and Standing. Trigen is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to enter into and perform this Agreement, to

perform its obligations hereunder and to consummate the transactions contemplated hereby.

B. Authorization and Validity. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Trigen, and this Agreement is a valid and binding obligation of Trigen, enforceable in accordance with its terms, except as such terms may be limited by general principles of equity, bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights in general.

C. No Violation. The execution, delivery and performance of the Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in a violation of, or constitute a default under any provision of the Articles of Incorporation or Bylaws of Trigen or of any agreement, note, mortgage, indenture, instrument, order, writ, judgment, decree, ordinance, regulation, or any other restriction of any kind to which any property of Trigen is subject or by which Trigen is bound.

D. Environmental. Trigen acknowledges that asbestos is used for insulation purposes on the steam distribution piping and in Grand Avenue Station and that one of the 13,200/2,400 volt transformers located at Grand Avenue Station is a PCB Transformer, as defined under the Toxic Substances Control Act, and that three transformer-rectifier sets associated with the electrostatic precipitator at Grand Avenue

Station contain PCBs; Trigen warrants that it will at all times subsequent to Closing faithfully observe all Federal, State and local laws, statutes, ordinances and regulations regarding the possession, use, removal, transfer and disposal of such asbestos and PCB Transformer and transformer-rectifier sets.

E. Noncompetition. Trigen covenants that for a period of ten years following the date of Closing it shall:

- (i) use the properties acquired under this Agreement only for the principal purposes of providing steam, hot water or chilled water (the "primary services") to customers of Trigen, including customers in Kansas City, Missouri, except that, Trigen may use any or all of such properties for additional or unrelated purposes (subject to the other restrictions herein provided) during such period if such properties are also used for the purposes of providing the primary services, and Trigen may, without restriction, replace, sell, transfer or dispose of any one or more of the items of personal property or fixtures acquired by Trigen under this Agreement if such items are no longer required by Trigen in conjunction with its provision of the primary services; and the properties acquired under this Agreement shall be fully and forever released from the

restrictions stated in this subparagraph (i) if Trigen acquires alternative or replacement properties or services which will be used by Trigen for the purpose of providing steam heating service to customers in Kansas City, Missouri during the remainder of the ten-year period to which this covenant applies;

- (ii) not enter into competition with KCPL as a supplier of electricity to any electric energy customer now or hereafter located within KCPL's present certificated retail service territory, by the generation of electrical energy and power with, at, or on any of the properties or plants to be acquired pursuant to this Agreement; provided, however that the mere sale of steam by Trigen to a third party, who generates electricity utilizing such steam, without Trigen having an interest in said third party other than as a provider of steam, shall not be deemed to be a violation of this provision; and provided further, however, that the generation of electrical energy or power by Trigen with, at or on any of its properties, including, without limitation, the properties or plants to be acquired pursuant to this Agreement, for use or consumption by Trigen for its internal operations or purposes shall not

be deemed to be a violation of this provision;
and

- (iii) waive any rights or privileges it may now have or hereafter acquire to require KCPL to purchase or wheel any electrical energy and power generated with, at, or on any of the properties or plants to be acquired pursuant to this Agreement.

A listing of KCPL's present certificated retail service territories is contained in Exhibit 20 hereto. This covenant is agreed to be a covenant touching and running with the lands and fixtures to be transferred pursuant to this Agreement, and shall be binding upon Trigen's successors and assigns. In the event that Trigen breaches any provision of this Section, the parties agree that KCPL shall have the right to bring an action for specific performance by Trigen of this Section, for damages, or for both. Trigen agrees not to contest or challenge, in any proceeding or action brought by KCPL for specific performance of this Section, the court's jurisdiction or authority to order specific performance of this Section. Trigen further agrees and covenants to not contest or challenge in any proceeding or action brought by KCPL the lawfulness, validity or enforceability of this Section, or to assert in any fashion that this Section is unlawful, void or unenforceable.

F. Relocation of Steam Lines. If any relocation of the steam lines extending to the east of the garage located

at 1319 Wyandotte to Baltimore Avenue is required due to future construction activities engaged in by KCPL in whole or in part, such relocation shall be done at Trigen's sole expense.

G. Disclaimer. Trigen has formed its own opinion as to the value of the Steam System being purchased hereunder. KCPL and Trigen agree that KCPL's warranties include only such express written warranties as are contained in this Agreement. Any other express warranties, oral or written, not contained in this Agreement, are of no force and effect. KCPL hereby disclaims, and Trigen hereby acknowledges such disclaimer, all implied warranties, including without limitation, implied warranties of merchantability and implied warranties of fitness for special, particular or ordinary uses or purposes. The parties acknowledge further that Trigen has inspected the Steam System, and the properties comprising the same, to the full extent of Trigen's desire, and that KCPL has given Trigen ample opportunity to conduct such inspections. Trigen recognizes that the success of the business in which the Steam System will be utilized is dependent upon the skill and ability of Trigen as a provider of district steam service.

H. Access to Documentation. Trigen covenants that it will retain for a period of not less than five years all of the records and documentation (including customer records) which it is to receive from KCPL in conjunction with the purchase of the Steam System, and Trigen will provide reasonable access to such records and documentation at any

reasonable time and upon reasonable notice from KCPL for KCPL to review such records and documentation (and make copies thereof, if desired) for any legitimate business purpose.

15. Warranties, Covenants and Representations of KCPL. KCPL warrants, covenants and represents as follows:

A. Organization and Standing. KCPL is a corporation duly organized, validly existing and in good standing under the laws of the state of Missouri and has the corporate power and authority to enter into and perform this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

B. Authorization and Validity. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of KCPL, and this Agreement is a valid and binding obligation of KCPL, enforceable in accordance with its terms except as such terms may be limited by general principles of equity, bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights in general.

C. No Violation. The execution, delivery and performance of the Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in the violation of, or constitute a default under any provision of the Articles of Incorporation or Bylaws of KCPL or of any agreement, note, mortgage, indenture, instrument, order, writ, judgment, decree, ordinance, regulation or any

other restriction of any kind to which any property of KCPL is subject or by which KCPL is bound.

D. Title. KCPL has good and marketable title to all of the properties to be conveyed to Trigen pursuant to this Agreement subject only to matters of public record with respect to real estate (or any interest therein) to be acquired by Trigen hereunder, and at the time of Closing good and marketable title to such properties will be transferred and delivered to Trigen and such properties shall be subject to no mortgage, pledge, lien, encumbrance, security interest or charge, except for liens for taxes and assessments not yet due and payable and such matters of public record with respect to real estate (and subject to Trigen's right pursuant to Section 18 to withdraw from its obligation to purchase in the event such matters materially affect the value or intended use of the property).

E. Actions and Compliance. Except for (i) the billing dispute with Carpenter-Vulquartz Redevelopment Co., Inc., as previously described in writing to Trigen, and (ii) the Notice of Excess Emissions issued by the Kansas City, Missouri Health Department Air Quality Section dated July 31, 1989, to the best of its knowledge, there are no actions, proceedings or investigations presently pending or threatened which concern or affect the Steam System, and KCPL and the Steam System are in full compliance with all Federal, State and local statutes, laws, ordinances and regulations applicable to the Steam System or KCPL's ownership or operation of the Steam System.

F. No Misstatements of Material Fact. No written information provided to Trigen in connection with the transactions contemplated under this Agreement contains any untrue statement of material fact, or omits to state a material fact necessary to make the statements contained herein or therein not misleading, and there is no material fact which adversely affects or, in the future may, insofar as KCPL can now foresee, adversely affect the properties to be transferred pursuant to this Agreement, which has not been disclosed to Trigen in writing.

G. Conduct of Business Pending Closing. KCPL covenants that, pending the Closing:

- (i) KCPL shall continue operation of the Steam System in its normal and ordinary course;
- (ii) No contract or commitment will be entered into by or on behalf of KCPL and relating to the Steam System which will be binding upon or create any liability or obligation of Trigen or which will create or suffer to exist any lien, encumbrance, security interest or charge upon any of the properties to be acquired by Trigen hereunder; and
- (iii) KCPL will use its best efforts to preserve KCPL's Steam System business intact, and to preserve for Trigen the goodwill of its suppliers, customers and others having business

relations with KCPL in connection with the Steam System.

H. Noncompetition. KCPL covenants and agrees that for a period of ten years following the date of Closing, neither KCPL nor any of its affiliates, successors or assigns will compete with Trigen as a supplier of steam, hot water or chilled water, directly or indirectly; provided, however, that the mere sale of electricity by KCPL to a third party (but to the exclusion of also providing steam generating equipment or facilities to such party) who generates steam utilizing such electricity, without KCPL having an interest in said third party other than as a provider of electricity, shall not be deemed to be in violation of this provision.

I. Compliance with Environmental Laws. To the best of KCPL's knowledge, the Steam System has been, and as of the date of Closing will be, operating in compliance with all Environmental Laws (as hereinafter defined), except for the Notice of Excess Emissions issued by the City of Kansas City, Missouri Health Department Air Quality Section dated July 31, 1989; there are no pending or threatened demands, suits, orders, administrative proceedings, writs, judgments, injunctions or decrees issued, sought or made by any federal, state or local court or any administrative authority administering the Environmental Laws with respect to the Steam System or the use or operation thereof predicated on any Environmental Law, and there is no basis or grounds for any such demand, suit, proceeding or relief; except as

specifically described in Exhibit 21, the real property to be transferred to Trigen pursuant to this Agreement is free of all regulated materials under the Environmental Laws, including, but not limited to, "solid waste," "hazardous waste" and "hazardous substances" (as defined in the Environmental Laws) (other than the asbestos insulation and PCB Transformer and three transformer-rectifier sets, the presence of which was acknowledged in Section 14 herein); except as specifically described in Exhibit 21, there has been no regulated materials under the Environmental Laws, including, but not limited to, "solid waste," "hazardous waste" or "hazardous substance" (as such terms are defined under the Environmental Laws) disposed or released from or on any of the real property to be transferred to Trigen pursuant to this Agreement; all necessary permits, licenses and registrations under the Environmental Laws have been obtained by KCPL and are included on Exhibit 6 hereto; and, as of the date of Closing, all asbestos located in or on or incorporated into any of the property or assets to be transferred to Trigen pursuant to this Agreement, shall be in a non-friable condition or shall be properly encapsulated or encased, such that all such asbestos is in compliance with the requirements of the Environmental Laws. As used herein, "Environmental Laws" shall mean (i) all federal laws, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and

Reauthorization Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the Occupational Safety and Health Act, and all regulations, rules, orders, or ordinances or judicial or administrative interpretations issued incident thereto, and (ii) all state or local laws, regulations, rules, orders or ordinances, or judicial or administrative orders or ordinances, or judicial or administrative interpretations thereof, any of which govern or purport to govern air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes and occupational health and safety as any of these terms are or may be defined in such laws, regulations, rules, orders, or ordinances, or judicial or administrative interpretations thereof.

J. Adequacy of Property; Permits. The properties to be acquired by Trigen pursuant to this Agreement are sufficient to allow Trigen to operate the steam distribution business substantially as it is currently being conducted by KCPL, except for the licenses, certificates and permits identified in Exhibit 6 as being nontransferable. Without limiting the generality of the foregoing, no patent, patent application, copyright, trade secret, trade name, trademark, or other proprietary right or technology are currently owned or used by KCPL or required in order to operate the steam distribution business substantially as it is currently being conducted by KCPL. The easements, permits, licenses, franchises, approvals and certificates identified in Exhibits

6 and 17 hereto comprise all private and public easements, permits, licenses, franchises, approvals, certificates and other rights required for the uninterrupted operation of the Steam System as it is currently being conducted by KCPL, except for a franchise, easement or similar right from the City of Kansas City, Missouri for placement of steam pipes under the city streets.

K. Franchise Renewal. KCPL shall use its best efforts to assist Trigen in obtaining, prior to the date of Closing, a franchise, easement or similar right for the placement of steam pipes under the city streets, such as the franchise held by KCPL which expired in 1985. Trigen shall be responsible for the payment of any fees required in connection with such issuance of such right.

L. Material Contracts. Except for the contracts, commitments and obligations described in Exhibit 5 hereto, KCPL is not a party to and has no obligations, contingent or otherwise, written or oral, under any of the following which would affect the business or properties of KCPL relating to the Steam System:

- (i) contracts not made in the ordinary course of business;
- (ii) customer agreements;
- (iii) continuing contracts for the future purchase of materials, supplies, or equipment;
- (iv) contracts or commitments for capital expenditures; or

- (v) contracts continuing over a period more than one year from their date.

KCPL shall assign any such contracts or agreements identified in Exhibit 5 (other than implied customer contracts for customers receiving steam service pursuant to KCPL's filed tariff) which Trigen, in its discretion, requests, such assignment to be pursuant to the form of Assignment and Assumption Agreement attached as Exhibit 8, and KCPL shall use its best efforts to obtain any required consents to such assignments prior to the date of Closing.

M. Steam Service Contracts. Other than pursuant to the National Starch Agreement, KCPL provides no steam service pursuant to contract. All steam customers other than National Starch and Chemical Corporation receive steam service from KCPL pursuant to tariff obligations.

N. Customer Deposits. Except as identified in Exhibit 22, KCPL holds no customer deposits or similar refundable fees and has no liabilities or responsibilities to any customer for customer deposits or refundable fees.

O. Taxes. All taxes which are or will be payable on or before the date of Closing have been paid.

P. Consent of Customers. KCPL shall use its best efforts to obtain the consent of customers to the transfer of keys to Trigen for the purpose of providing access by Trigen to customer meters.

Q. No Material Change. KCPL has delivered to Trigen copies of (i) its internally prepared Report 24S, Steam

Production Expenses, for the 12-month period ending December 31, 1988 and for the month of June 1989 and the six-month period ending June 30, 1989, and (ii) its internally prepared Report 25S, Steam Fuel Statistics, for the 12-month period ending December 31, 1988 and for the month of June 1989 and the six-month period ending May 31, 1989 (all of the foregoing Reports 24S and 25S are hereinafter referred to collectively as the "Production Expense Reports" and are attached hereto as Exhibit 23). The Production Expense Reports have been prepared in accordance with generally accepted accounting principles as to the matters reflected therein and present a fair and complete statement of the costs of operating the Steam System as of the respective dates specified therein except that the Production Expense Reports do not include costs for steam distribution, general and administrative expenses, depreciation and tax expenses. There have been no material increases in operating expenses since the respective dates of the Production Expense Reports and KCPL is not aware of any condition which is likely to result in any such material increase in operating expenses. There has been no destruction, damage to, or loss of any of the properties to be transferred pursuant to this Agreement that materially or adversely will affect the property, business or future prospects of the operation of the Steam System since January 1, 1989. The customers for whom KCPL was providing steam services on June 30, 1989 are listed on Exhibit 24 hereto, and such Exhibit accurately identifies the gross billings paid

by each such customer to KCPL for steam service during the 12-month period preceding such date; and except as identified on Exhibit 24 hereto, no customers have discontinued their steam service from KCPL since such date. To the best of KCPL's knowledge, none of the customers listed on Exhibit 24 intend to terminate steam service.

R. No Default. There exists no event or condition which now constitutes a default or which, with the giving of notice or passage of time (or both) would constitute a default on the part of KCPL under the National Starch Agreement or any of the contracts, commitments or obligations described in Exhibit 5 hereto; the National Starch Agreement and all such contracts, obligations and commitments are in full force and effect and KCPL has not received any notice of cancellation or termination of the National Starch Agreement or any of such contracts, commitments or agreements prior to the expiration specified therein; no circumstances have arisen which would (or would with notice or passage of time) entitle any person to any abatement or reduction of payment or right of setoff against amounts payable under the National Starch Agreement or any of such agreements, commitments or obligations, except for any exercises of express rights under such agreements, contracts or obligations, which exercises have in each instance been identified to Trigen, and KCPL will not modify or amend the National Starch Agreement or any such contracts, commitments or obligations without the prior written consent of Trigen.

S. Insurance. KCPL has in full force and effect policies of property insurance in the amounts set forth in Exhibit 25 hereto, will continue all such insurance in full force and effect up to and including the date of Closing, and is the sole owner of all such policies.

16. Indemnification.

A. Indemnification by KCPL. KCPL shall indemnify, defend and hold harmless Trigen, at all times after the date of this Agreement, against and in respect of:

- (i) All liabilities, obligations and claims of or against KCPL not expressly assumed by Trigen pursuant to Section 2 hereof, except any such matters for which Trigen is required to indemnify KCPL pursuant to Section 16B;
- (ii) Any loss, damage or deficiency resulting from any misrepresentation or breach of warranty or nonfulfillment of any obligations by KCPL under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Trigen pursuant to this Agreement;
- (iii) All liabilities, obligations and claims, including liabilities under Environmental Laws or otherwise, arising from or related to: (a) the condition, ownership, operation, use, conduct of any business associated with or disposal of all or any part of the Steam System

prior to the date of Closing; or (b) any decision by Trigen to employ or not employ any current or former employee of KCPL (except any such claim resulting from the breach by Trigen of any express agreements to which Trigen may hereafter become a party, to employ any such person); and

- (iv) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses (including legal expenses) incident to any of the foregoing.

B. Indemnification by Trigen. Trigen shall indemnify, defend and hold harmless KCPL, at all times after the date of this Agreement, against and in respect of:

- (i) Any and all loss, damage or deficiency resulting from any misrepresentation or breach of warranty or nonfulfillment of any obligation by Trigen under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to KCPL pursuant to this Agreement;
- (ii) All liabilities, obligations and claims, including liability under Environmental Laws (including, but not limited to, those regarding the possession, use, removal and disposition of asbestos) or otherwise, arising from or

relating to the condition, ownership, operation, use, conduct of any business associated with or disposal of all or any part of the Steam System after the date of Closing, except that this subsection (ii) shall not apply, and no indemnification by Trigen of KCPL shall be required, with respect to any liabilities, obligations or claims arising from or relating to any condition, event or matter for which KCPL is required to indemnify Trigen under Section 16A(ii); and

- (iii) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses (including legal expenses) incident to any of the foregoing provisions.

C. Defense of Claims. For the purposes of this Section 16, the party from whom indemnification is sought under this Agreement shall be referred to as the "Indemnitor" and the party who is seeking such indemnification shall be referred to as the "Indemnatee." Should any claim be made by a person not a party to this Agreement with respect to any matter to which the foregoing indemnification provisions relate or should any claim for indemnification otherwise come to the attention of the Indemnatee, the Indemnatee shall promptly give the Indemnitor written notice of such claim (provided that failure to give or delay in giving such notice shall not affect the Indemnatee's entitlement to indemnification unless

the Indemnitor is materially prejudiced thereby), and the Indemnitor shall thereafter defend or settle any such claim, at its sole expense, on its behalf and with counsel of its choosing; provided, however, that the Indemnatee's written consent to any settlement or disposition shall be a requirement thereto, which consent shall not be unreasonably withheld. In such defense or settlement, the Indemnatee shall cooperate and assist the Indemnitor to the maximum extent reasonably possible and the Indemnatee may participate therein at its own expense and with counsel of its own choosing.

17. Trigen to Supply Steam to KCPL. KCPL and Trigen will enter into a Steam Service Agreement substantially in the form of Exhibit 12 hereto pursuant to which Trigen will agree to generate steam for KCPL's turbine-generators at Grand Avenue Station and to supply condensing water to condense the steam until May 31, 1994. KCPL agrees to entertain proposals from Trigen regarding the sale to KCPL by Trigen of steam for electric generation, and to consider such proposals in good faith in KCPL's next capacity planning process cycle. Trigen will not be obligated to offer any such proposal, and KCPL will not be obligated to accept any such proposal.

18. Title Search. Trigen shall bear the expense of any title search or title examination conducted by it with respect to the real property to be transferred to Trigen pursuant to this Agreement. Trigen shall notify KCPL in writing of any objections to title as soon as practicable after Trigen becomes aware thereof. Any defects or objections to title of the real property to be

transferred to Trigen hereunder that are shown as a matter of public record, which are specifically disclosed in writing by KCPL to Trigen, which are disclosed by a proper survey provided to Trigen by KCPL prior to Closing, or which arise as the result of applicable zoning requirements of the City of Kansas City, Missouri, and which are not corrected prior to the date of Closing shall be waived; provided, however, that such waiver shall not apply to any matters which constitute a breach or default of the specific representations and warranties of KCPL set forth in Section 15D to convey the property free from any and all mortgages, pledges, liens, security interests and charges. This waiver (to the extent of its applicability) shall be effective regardless of any warranties of title contained in any deed or other document of conveyance or assignment, shall survive the Closing and shall not merge with the conveyance of title.

In the event of a timely noticed defect in or objection to title which, in Trigen's sole good faith opinion, materially affects the value or intended use of the property or any part thereof transferred pursuant to this Agreement, KCPL shall have a reasonable time to correct or cause the same to be corrected. If KCPL is unable or unwilling to correct or cause to be corrected such defects or objections prior to the date of Closing, Trigen may either accept said title as is or may withdraw from its obligation to purchase; in such event the earnest money paid by Trigen shall be refunded by KCPL, with interest at the rate provided in Section 5, and neither party shall have any further obligation to the other hereunder.

19. Disclaimer of Warranties. Except as expressly provided with respect to title to realty or otherwise as expressly provided in this Agreement, KCPL gives no warranty, express or implied, as to the description, quality, merchantability, fitness for any particular purpose, productiveness, or any other matter concerning the properties to be transferred pursuant to this Agreement. Said properties are sold "as is", "where is" and "with all faults".

20. Risk of Loss. Should any damage or loss occur to the properties to be transferred pursuant to this Agreement prior to the date of Closing, which in the sole good faith judgment of Trigen is so substantial as to materially affect the value of the properties taken as a whole or to materially affect the intended use of such properties, Trigen may either accept the properties as they then exist with a reduction in the purchase price to the extent that KCPL receives insurance proceeds on account of said loss, in satisfaction of KCPL's obligations hereunder, or Trigen may withdraw from its obligation to purchase the properties and KCPL shall refund the earnest money paid by Trigen, with interest at the rate provided in Section 5, and neither party shall have any further obligation to the other hereunder.

21. Breach. In the event KCPL fails to perform any of its obligations hereunder, Trigen shall have the option of either (a) terminating this Agreement and receiving a refund of the earnest money paid, plus interest accrued thereon from June 2, 1989, at the Prime Rate, or (b) bringing an action for specific performance, for damages, or for both. In the event of any failure on the part of Trigen to perform its obligations hereunder, KCPL may (a) retain

any part of the purchase price paid by Trigen as liquidated damages, or (b) have the right to bring an action for specific performance, for damages, or for both. It is agreed that the liquidated damages provision herein is fair and reasonable and that Trigen accepts the same.

22. Insurance Requirements.

A. Requirements of Trigen. Commencing with the Closing, Trigen shall comply with the following insurance conditions and requirements for so long as Trigen retains a right to use or enter upon the property of KCPL pursuant to the License (Exhibit 9), the easements that are the subject of the Easement Agreement (Exhibit 10), or the Lease (Exhibit 26):

- (i) Certificates of Insurance. Certificates from insurance carriers evidencing compliance by Trigen with insurance coverage requirements as provided herein shall be submitted to KCPL and updated, as appropriate, from time to time.
- (ii) Notice of Cancellation or Change. Trigen shall have an endorsement attached to the policy or policies of insurance which shall provide that at least ten (10) days prior to the termination of the policy or policies the insurance carrier shall notify KCPL of such termination and that at least ten (10) days prior to the effective date of any change in such policy or policies, if such change restricts or reduces the amount

of insurance or insurance coverage provided therein or changes the name or names of the insured(s), the insurance carrier shall notify KCPL in writing of the nature of such change. The certificates of insurance required under subsection A above shall evidence this endorsement.

(iii) Workers' Compensation or Employer's Liability.

Trigen shall comply with all provisions of all Workers' Compensation laws and Employer's Liability Acts of the State of Missouri and shall carry full insurance coverage for or be authorized to self-insure liability to, its employees under such Laws or Acts.

(iv) Public Liability and Property Damage. Trigen shall carry, with respect to Trigen's ownership, use and operation of Grand Avenue Station and the related steam distribution piping system to be acquired hereunder by Trigen, public liability and property damage insurance, including automobile coverage, in amounts not less than \$1,000,000 public liability and \$1,000,000 property damage per occurrence with responsible insurance companies having a Best's rating of B+ or better. KCPL will be named as an additional named insured on such public liability and property damage

policies carried by Trigen with such minimum limits of coverage, and such policies shall include a waiver of subrogation rights against KCPL, and the certificates of insurance required under subsection A above shall evidence such coverage.

B. Requirements of KCPL. Subject to the matters hereinbelow provided, KCPL shall name Trigen as an additional named insured, and with a waiver of subrogation rights against Trigen, on such policies of public liability and property damage insurance, if any, as are carried by KCPL with respect to the property or assets hereby conveyed to Trigen, and KCPL's ownership, use and operation of the "Switchroom Addition" to be retained by KCPL adjacent to Grand Avenue Station, the Garage, and any easements or similar rights retained by KCPL with respect to Grand Avenue Station (including, without limitation, those retained pursuant to the Special Warranty Deed (Exhibit 15), Special Warranty Deed and Conveyance of Easements (Exhibit 17) and those that are the subject of the Easement Agreement (Exhibit 10)). Notwithstanding the foregoing, KCPL shall be required to name Trigen as an additional named insured, and shall effect a waiver of subrogation rights against Trigen, on KCPL's property damage and public liability insurance policies only to the extent of the amounts and coverages of any Trigen insurance policies on which KCPL has been named as an additional insured. KCPL will comply with the insurance

requirements set forth herein for so long as KCPL retains a right to use or enter upon the property of Trigen pursuant to the easements that are reserved by KCPL pursuant to the Special Warranty Deed, Special Warranty Deed and Conveyance of Easements or that are the subject of the Easement Agreement and for so long as the License (Exhibit 9) or Lease (Exhibit 26) are in effect.

23. Binding Effect and No Assignment. This Agreement shall be binding upon KCPL and Trigen and their respective successors and assigns. This Agreement shall not be assigned by either party without the express written consent of the other party (which shall not be withheld unreasonably); provided, however, that Trigen may, by written notice delivered at least five (5) days before the date of Closing, designate that title to any or all of the properties to be transferred pursuant to this Agreement be conveyed to a municipality or other public corporate entity with jurisdiction and authority in KCPL's certificated service territory.

24. Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Missouri.

25. Notices. Any notices, requests, consents and other communications hereunder shall be in writing and mailed by United States first class mail, postage prepaid to the parties as follows:

To KCPL: Kansas City Power & Light Company
1330 Baltimore Avenue
Kansas City, MO 64105
Attn: L. C. Rasmussen

To TRIGEN: Trigen Energy Corporation
1 Water Street
White Plains, NY 10601
Attn: Thomas R. Casten

26. Severability. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof shall in no way affect the validity or enforcement of any other provision, or any part thereof.

27. Captions. The captions and titles in this agreement are for convenience of reference only, and shall not be deemed to define or limit any of the terms, conditions or provisions of this Agreement.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. Necessary Actions. Each party hereby agrees to execute and deliver all such other documents or instruments and to take any action as may reasonably be required in order to effectuate the transactions contemplated by this Agreement.

30. Waiver. Any waiver by either party of any breach of any term or condition of this Agreement shall not be deemed a waiver of any other breach of such term or condition or of any other term or condition, nor shall the failure of either party to enforce such provision constitute a waiver of such provision or of any other provision, nor shall such action be deemed a waiver or release of any other party for any claims arising out of or connected with this Agreement.

31. Remittances. Payments received after the date of Closing by one party which belong to the other party shall be promptly forwarded to the party entitled to them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and their corporate seals to be affixed.

KANSAS CITY POWER & LIGHT COMPANY

By: _____
L. C. Rasmussen, Vice Chairman

Attest:

Secretary

TRIGEN-KANSAS CITY DISTRICT ENERGY CORPORATION

By: _____
Thomas R. Casten, President

Attest:

Secretary

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EXHIBIT 1

PROPERTY RIGHTS AT GRAND AVENUE STATION

1. The real property and all improvements thereon situated in or on Tracts 1, 3 or 5 as identified on the survey attached hereto as Exhibit 1-B;
2. Easement and rights of way for the water intake/discharge piping between Tracts 3 and 5, as identified on the survey attached hereto as Exhibit 1-B and which are the subject of a conveyance of easement to Trigen pursuant to the Special Warranty Deed and Conveyance of Easements attached to the Agreement as Exhibit 17;
3. All of the improvements, fixtures, real property, materials and equipment situated in or on any of the foregoing, except for those items of personal property which are specifically identified in the Bill of Sale that is attached to the Agreement as Exhibit 18 as being retained by KCPL and further subject to any of the easements on such property which are being retained by KCPL, as identified in the Special Warranty Deed that is attached to the Agreement as Exhibit 15.

EXHIBIT 2

PIPING SYSTEM

1. All of the piping and associated equipment, materials, fittings, valves and metering related to KCPL's downtown Kansas City, Missouri steam distribution system, including all such piping reflected on the diagrams attached hereto and incorporated herein by reference as Exhibits 2-B, 2-C, 2-D and 2-E.
2. All of the easements, licenses, rights-of-way and similar property rights of KCPL related to the steam distribution system, including, without limitation, those rights identified on Exhibit 3 hereto, those rights identified on the Special Warranty Deed and Conveyance of Easement attached to the Agreement as Exhibit 17, all rights of KCPL (whether pursuant to ordinance or other right-of-way) to maintain the existing coal conveyor across Grand Avenue to Grand Avenue Station, any rights (to the extent transferable) of KCPL to maintain and operate the existing steam pipes across Interstate 70, and any rights of KCPL to maintain pipes which cross the railroad right-of-way north of Grand Avenue Station (which pipes connect Grand Avenue Station with the pumphouse adjacent to the Missouri River).

EXHIBIT 3

All of the easement rights to be transferred to Trigen from KCPL with respect to the improvements at Sixth Street and Baltimore, as identified in the Special Warranty Deed and Conveyance of Easements attached to the Agreement as Exhibit 17, as well as all additional real and personal property rights with respect to the pressure reducing station located at Sixth Street and Baltimore and all additional personal property rights with respect to the pressure reducing station located in KCPL's garage at 1319 Wyandotte, including in each case, without limitation, any and all equipment, piping, fixtures, valves and metering.

EXHIBIT 4

The non-fuel materials and supplies on hand as of August 9, 1989 are as described and identified in the listing dated 8/09/89 and delivered by KCPL to Trigen on 8/17/89, with changes thereto as made in the ordinary course of business prior to Closing. As of July 31, 1989, KCPL had fuel supplies related to the Steam System consisting of 3,181 tons of coal and 8,044 barrels of oil.

EXHIBIT 5

CONTRACTS

1. Contract for Sale or Transportation of Industrial Gas or Commercial Gas between Kansas City Power & Light Company and The Kansas Power and Light Company, dated November 18, 1988.

EXHIBIT 6

OTHER PERMITS, LICENSES, EASEMENTS, ETC.

1. NPDES Permit No. MO-0004847, issued by the Missouri Department of Natural Resources.
2. Annual Operating Permit No. 89/90-107, issued by the Kansas City, Missouri Health Department, Air Quality Section (which permit is not transferable).
3. Boiler Operating Certificates, issued by the Kansas City, Missouri Department of Codes Administration for the boilers at Grand Avenue Station (which certificates are not transferable).
4. Short Term Occupational License issued by Kansas City, Missouri to Kansas City Power & Light Company for steam heating business (which license is not transferable).
5. All of KCPL's right, title and interest under Ordinance No. 55548 previously adopted by the City of Kansas City, Missouri (or any successor ordinance) and which authorizes KCPL (its successors and assigns) to construct, maintain and operate a fuel conveyor above and across Grand Avenue.
6. All of KCPL's right, title and interest (to the extent transferable) in any and all permits, licenses, etc. allowing the steam distribution pipes to be constructed, maintained and operated upon or beneath the public right-of-way for Interstate 70.

EXHIBIT 7
ASSIGNMENT

This Assignment is made as of this ____ day of _____, 1989, (the "Effective Date") by and between Kansas City Power & Light Company (KCPL) and Trigen-Kansas City District Energy Corporation (Trigen).

Witnesseth:

Whereas, KCPL and National Starch and Chemical Corporation entered into a certain Steam Service Agreement dated October 16, 1985, as amended, and

Whereas, KCPL and Trigen have entered into the Central Station Steam Distribution Sales Agreement dated _____, 1989 (the "Agreement") whereby KCPL agreed to sell and Trigen agreed to purchase the properties comprising KCPL's downtown Kansas City central station steam distribution system, and

Whereas, as part of said sale and purchase the parties wish to assign the Steam Service Agreement, and the rights and obligations of KCPL from KCPL to Trigen,

It is agreed as follows:

1. KCPL hereby assigns all of its right, title, interest, duties, obligations and undertakings under that certain Steam Service Agreement dated October 16, 1985, between KCPL and National Starch and Chemical Company to Trigen.

2. Trigen hereby assumes, and covenants with KCPL to perform, all of the duties, obligations and undertakings of KCPL arising from and after the Effective Date under said Steam Service Agreement; provided, however, that Trigen has not assumed any duties, obligations or undertakings of KCPL under said Steam Service Agreement arising prior to the Effective Date, or any liability, claims, demands or causes of action of or against KCPL related thereto.

3. The rights, duties and obligations of KCPL and Trigen pursuant to the Agreement shall survive the execution and delivery of this Assignment and are not merged herein, including, without limitation, the respective obligations of indemnification under the Agreement.

In witness whereof, the parties have signed this Assignment.

KANSAS CITY POWER & LIGHT COMPANY

By: _____

Attest:

Secretary

(SEAL)

TRIGEN-KANSAS CITY DISTRICT ENERGY
CORPORATION

By: _____
President

Attest:

Secretary

(SEAL)

Approval of Assignment and Release

National Starch and Chemical Company (National Starch) hereby approves of and consents to the above assignment of the rights, duties, obligations and undertakings of KCPL under the Steam Service Agreement to Trigen. National Starch further releases KCPL from any and all liability, claims, demands and causes of action arising out of the performance of said assigned duties, obligations and undertakings by Trigen from and after the Effective Date.

NATIONAL STARCH AND CHEMICAL COMPANY

By: _____
President

Attest:

Secretary

(SEAL)

EXHIBIT 8

ASSIGNMENT

This Assignment is made as of this ____ day of _____, 1989, (the "Effective Date") by and between Kansas City Power & Light Company (KCPL) and Trigen-Kansas City District Energy Corporation (Trigen).

Witnesseth:

Whereas, KCPL and _____ [name of other party] entered into a certain _____ [name of Agreement] dated _____, 19____ (the "Contract"), and

Whereas, KCPL and Trigen have entered into the Central Station Steam Distribution Sales Agreement dated _____, 1989 (the "Agreement") whereby KCPL agreed to sell and Trigen agreed to purchase the properties comprising KCPL's downtown Kansas City central station steam distribution system, and

Whereas, as part of said sale and purchase the parties wish to assign the Contract and the rights and obligations of KCPL from KCPL to Trigen,

It is agreed as follows:

1. KCPL hereby assigns all of its right, title, interest, duties, obligations and undertakings under the Contract between KCPL and _____ [name of other party] to Trigen.

2. Trigen hereby assumes, and covenants with KCPL to perform, all of the duties, obligations and undertakings of KCPL arising from and after the Effective Date under said Contract; provided, however, that Trigen has not assumed any duties, obligations or undertakings of KCPL under said Contract arising prior to the Effective Date, or any liability, claims, demands or causes of action of or against KCPL related thereto.

3. The rights, duties and obligations of KCPL and Trigen pursuant to the Agreement shall survive the execution and delivery of this Assignment and are not merged herein, including, without limitation, the respective obligations of indemnification under the Agreement.

In witness whereof, the parties have signed this Assignment.

KANSAS CITY POWER & LIGHT COMPANY

By: _____

Attest:

Secretary

(SEAL)

TRIGEN-KANSAS CITY DISTRICT ENERGY
CORPORATION

By: _____
President

Attest:

Secretary

(SEAL)

Approval of Assignment and Release

_____ [name of other party] hereby
approves of and consents to the above assignment of the rights,
duties, obligations and undertakings of KCPL under the Contract to
Trigen. _____ [Name of other party] further releases KCPL from
any and all liability, claims, demands and causes of action arising
out of the performance of said assigned duties, obligations and
undertakings by Trigen from and after the Effective Date.

_____ [name of other party]

By: _____
President

Attest:

Secretary

(SEAL)

EXHIBIT 9

LICENSE

This License is granted this ____ day of _____, 1989, by Kansas City Power & Light Company (KCPL) to Trigen-Kansas City District Energy Corporation ("Trigen").

Witnesseth:

Whereas, KCPL and Trigen have entered into a certain agreement for the sale of the properties comprising KCPL's downtown Kansas City, Missouri, central station steam distribution system, and

Whereas, said properties include facilities for pressure reducing located in KCPL's garage (the "Garage") at 1319 Wyandotte, Kansas City, Missouri, and

Whereas, the parties wish that Trigen be granted reasonable access to and use of said pressure reducing facilities.

It is agreed as follows:

1. KCPL, for itself and on behalf of its successors and assigns in interest, hereby grants to Trigen a nonexclusive license to enter and use the premises commonly known as 1319 Wyandotte, Kansas City, Missouri (a legal description for which is attached hereto as Exhibit A and incorporated herein by reference), for the sole purposes of locating, keeping, operating, maintaining, repairing, replacing and removing the facilities currently comprising the steam pressure reducing station, and associated steam piping, located within said premises.

2. KCPL will provide Trigen with a reasonable number of keys or other means of access to said premises. Trigen shall safeguard said keys or means, and shall be liable for any loss or damage to KCPL arising out of the unauthorized use of said keys or means in gaining access to said premises. In the case of loss or theft of said keys or means, Trigen shall immediately notify KCPL, which shall then have the right, at its sole option, to replace keys, locks, bolts and associated equipment on said premises, and Trigen shall reimburse KCPL for the entire cost thereof.

3. Trigen shall not unreasonably interfere with KCPL's usual and normal current use, as of the date hereof, of the premises, and shall not store, locate or place any materials, equipment or other items anywhere on the premises, except within the present steam pressure reducing station enclosure; provided, however, that Trigen's access to and use of the premises solely for the purposes described in paragraph 1 and restricted to that part of the premises reasonably required to accomplish such purposes will not be deemed to interfere with KCPL's usual and normal use of the premises. If KCPL, in its reasonable good faith opinion, believes

that any of Trigen's actions violate this License by unreasonably interfering with KCPL's usual and normal use of the premises, KCPL shall notify Trigen, and Trigen shall immediately cease any such actions which violate the terms hereof.

4. Trigen shall comply with the following insurance conditions and requirements for as long as this License is in effect. KCPL retains the right to reasonably alter these insurance conditions and requirements, at which time Trigen upon written notice shall comply with the altered conditions and requirements:

(a) **Certificates of Insurance.** Certificates from insurance carriers evidencing compliance by Trigen with insurance coverage requirements as provided herein, shall be submitted to KCPL, and Trigen shall not enter KCPL premises until such certificates of insurance shall have been furnished. KCPL shall not be liable for delays occasioned due to, or in connection with, furnishing such certificates.

(b) **Notice of Cancellation or Change.** Trigen shall have an endorsement attached to the policy or policies of insurance which shall provide that at least ten (10) days prior to the termination of the policy or policies the insurance carrier shall notify KCPL of such termination and that at least ten (10) days prior to the effective date of any change in such policy or policies, if such change restricts or reduces the amount of insurance or insurance coverage provided therein or changes the name or names of the insured(s), the insurance carrier shall notify KCPL in writing of the nature of such change. The certificates of insurance required under (a) above shall evidence this endorsement.

(c) **Workers' Compensation or Employer's Liability.** Trigen shall comply with all provisions of all Workers' Compensation laws and Employer's Liability Acts of the State of Missouri and shall carry full insurance coverage for or be authorized to self-insure liability to, its employees under such Laws or Acts.

(d) **Public Liability and Property Damage.** Trigen shall carry public liability and property damage insurance, including automobile coverage, in amounts not less than \$1,000,000 public liability and \$1,000,000 property damage per occurrence with responsible insurance companies having a Best's rating of B+ or better.

5. Except as provided in paragraph 10 below, this License is nontransferable by Trigen without the express written consent of KCPL, and shall terminate:

(a) upon breach of any of the terms hereof by Trigen, if such breach is not completely cured within 30 days of receipt by Trigen of written notice from KCPL of such breach, provided, however that if the nature of the condition resulting in such breach is such

that it cannot reasonably be cured within such 30 day period, such grace period shall be extended for such reasonable additional period of time as may be required for Trigen to cure such breach, so long as Trigen diligently pursues such cure;

(b) upon one year's prior written notice given by any party (other than an affiliate of KCPL) who has purchased or otherwise acquired KCPL's interest in the premises;

(c) upon one year's prior written notice given by KCPL, or by a party which is an affiliate of KCPL (and which has an interest in the premises), provided that such notice may not be given by KCPL or such affiliate, as the case may be, prior to such time as the party giving such notice has adopted plans for development or redevelopment of the real property on which the Garage is located and has budgeted funds for such development or redevelopment; or

(d) upon Trigen's permanent removal, retirement or termination of operation of said pressure reducing station. Upon termination, Trigen shall immediately remove all of its items, equipment, facilities, piping and fixtures comprising said pressure reducing station and associated piping from the premises, and shall repair any damage to the premises caused by such removal, all at its sole expense.

6. Trigen shall reimburse, indemnify and hold harmless KCPL from and against any loss, demand, claim, suit, costs and cause of action (including reasonable attorneys fees) associated with or arising out of Trigen's, its employee's or agents' use of, or actions, inaction or obligations under this License.

7. Trigen may, at its discretion, record this License in the appropriate real estate records to indicate Trigen's right to access and use the pressure reducing facilities, as herein provided, and to assure that any successor or assign of KCPL's interest in all or any part of the Garage will be bound by and required to honor this License and provide to Trigen the notice required by Section 5 hereof prior to terminating the rights herein granted to Trigen. Trigen shall have no property interest, real or otherwise, in and to the Garage, other than the personal license rights granted herein.

8. Trigen shall not drive, park, locate or otherwise bring any automobiles, trucks or other vehicles of any nature upon the premises.

9. Trigen agrees that it will exercise its rights and privileges under this License, and shall operate, use, maintain, repair and replace said pressure reducing station in a safe and proper manner, and in conformance with all relevant laws, codes, regulations and ordinances.

10. Notwithstanding anything herein to the contrary, Trigen may assign its rights and interests herein to a municipally-controlled entity that has acquired the related steam distribution system from Trigen, provided, however, that no such assignment by Trigen shall release Trigen from its duties or obligations hereunder.

In witness whereof, KCPL has signed this instrument on the date first above written.

KANSAS CITY POWER & LIGHT COMPANY

By: _____

Attest:

Secretary

(SEAL)

Accepted and Agreed to:

Trigen-Kansas City District Energy Corporation

Attest:

Secretary

(SEAL)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 1989, before me, appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of KANSAS CITY POWER & LIGHT COMPANY, a _____ corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

Notary Public in and for said County and State

My Commission Expires: _____ (The Notary Public must type or print his/her name immediately beneath his/her signature.)

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 1989, before me, appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of TRIGEN-KANSAS CITY DISTRICT ENERGY CORPORATION, a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my notarial seal at my office in _____,
_____, the day and year last above written.

Notary Public in and for said County and
State

My Commission Expires:

(The Notary Public must type or print
his/her name immediately beneath his/her
signature.)

Exhibit A

Legal Description of premises on which Garage is located

Lots 25, 26, 27, 28 and 29, Block 7, in Reids Addition, a subdivision in Kansas City, Jackson County, Missouri.

EXHIBIT 10
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into on this _____ day of _____, 1989, by and between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation ("KCPL"), with offices located at 1330 Baltimore Avenue, Kansas City, Missouri 64105, and TRIGEN-KANSAS CITY DISTRICT ENERGY CORPORATION, a Delaware corporation ("Trigen"), with offices located at 1 Water Street, White Plains, New York 10601.

RECITALS

A. Pursuant to the terms of the Central Station Steam Distribution System Sales Agreement dated _____, 1989, KCPL has agreed to sell to Trigen the property described in Exhibit A which is attached hereto and incorporated herein by reference (the "Trigen Property"), and KCPL has retained ownership of certain property adjoining the Trigen Property which is described in Exhibit B which is attached hereto and incorporated herein by reference (the "KCPL Property").

B. As an inducement to Trigen to enter into the transaction described in Recital A above, KCPL has, pursuant to the Special Warranty Deed and Conveyance of Easements of even date herewith recorded under Document No. _____ in the Office of the Director of Records in and for Jackson County, Missouri, at Kansas City (the "Special Warranty Deed and Conveyance of Easements"), granted to Trigen certain easements on, over and under the KCPL Property.

C. KCPL has, pursuant to the Special Warranty Deed of even date herewith recorded under Document No. _____ in the Office of the Director of Records in and for Jackson County, Missouri, at Kansas City (the "Special Warranty Deed"), reserved for itself, its successors and assigns certain easements which will be appurtenant to the KCPL Property.

D. KCPL has granted Trigen a license of even date herewith recorded under Document No. _____ in the Office of the Director of Records in and for Jackson County, Missouri, at Kansas City (the "License") to own, operate and maintain certain steam facilities within KCPL's 1319 Wyandotte garage (the "Garage").

E. The parties wish to establish and provide for certain rules and procedures to assure the harmonious operation of their respective operations and facilities within the KCPL Property, the Trigen Property and the Garage.

NOW, THEREFORE, in consideration of these premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KCPL and Trigen hereby agree as follows:

SECTION 1: RESERVATION OF EASEMENTS BY KCPL

1.01 **Reservation of Easements.** KCPL has reserved to itself, its successors and assigns certain easements on, over and under the Trigen Property, which easements shall be appurtenant to the KCPL Property, as such easements are more fully described in Exhibit C which is attached hereto and incorporated herein by reference (the "KCPL Easements"). The KCPL Easements include a right of ingress and egress in, over and under the Trigen Property for purposes of access to and use of the KCPL Easements, subject to such reasonable rules and regulations adopted by Trigen so as to minimize interference with Trigen's use, quiet enjoyment and occupancy of the Trigen Property.

1.02 **Use of the Easements.** KCPL's use of the KCPL Easements shall be confined to the present use thereof and to the equipment and improvements presently located thereon, and KCPL shall have no right to use the KCPL Easements for other purposes.

1.03 **Maintenance of the KCPL Easements.** KCPL shall have the right to repair, replace, operate and maintain all of its equipment and other improvements now located within the KCPL Easements. KCPL, its agents, contractors and employees shall have the right to enter upon the Trigen Property to repair, replace, operate and maintain all such equipment and improvements. KCPL shall give reasonable notice to Trigen of KCPL's anticipated entry into the Trigen Property for such purposes, except that no such notice shall be required when immediate entry is necessary due to dangerous or emergency circumstances or other circumstances which threaten the business operations conducted on the KCPL Property or the KCPL Easements.

1.04 **Covenants of KCPL.** KCPL agrees that:

(a) KCPL shall reimburse Trigen, its successors and assigns, upon demand, for damages to the Trigen Property and equipment and improvements thereon resulting from KCPL's exercise of its rights and privileges with respect to the KCPL Easements;

(b) Any work by KCPL respecting the KCPL Easements shall be performed without material interruption of service and without expense to Trigen;

(c) Any activity upon the Trigen Property shall be conducted or performed by KCPL in an expeditious manner consistent with reasonable rules and regulations adopted by Trigen so as to minimize interference with Trigen's use, quiet enjoyment and occupancy of the Trigen Property; and

(d) The Generators (as defined in paragraph 1.08 hereof) shall be powered exclusively by steam provided by Trigen to KCPL and KCPL shall not utilize any alternative energy source to power the Generators.

1.05 Right to Rectify Defaults. In the event that KCPL fails to perform any of its obligations hereunder, and such default continues for more than thirty (30) days after written notice of such default is given to KCPL (provided, however, that if the nature of the condition resulting in such breach is such that it cannot reasonably be cured within such thirty (30) day period, such grace period shall be extended for such reasonable additional period of time as may be required for KCPL to cure such breach, so long as KCPL diligently pursues such cure), then Trigen shall have the right (but not the obligation) to exercise its rights under paragraph 1.08 hereof, if applicable, or perform such obligations on behalf of KCPL, and in such event, KCPL shall reimburse Trigen upon demand for the out-of-pocket costs actually expended by Trigen in connection with the performance of such obligations, together with interest on such amount at a rate per annum equal to three percent (3%) in excess of the prime rate from time to time announced by Commerce Bank of Kansas City, N.A. Notwithstanding the foregoing, upon the giving of notice of any such default by Trigen to KCPL, which default results in (or allows the continuation of) a dangerous or emergency condition, Trigen may proceed immediately (without necessity of any grace period) to perform such obligations on behalf of KCPL unless KCPL immediately commences appropriate corrective action.

1.06 Mechanic's Liens. KCPL shall not permit any mechanic's or materialman's liens to be filed against the Trigen Property by reason of any work performed by KCPL, its agents or contractors hereunder. In the event that a mechanic's or materialman's lien is filed against the Trigen Property, then Trigen has a right to demand that KCPL post, as security, a bond or other instrument or escrow funds sufficient to cover the amount of such lien. This security shall be posted immediately upon demand by Trigen and shall remain in effect until such lien is brought to a final and complete settlement. The amount of such security and the manner of holding the same shall be subject to the approval of the parties hereto and shall be reasonable under the circumstances.

1.07 Release of Liability; Covenants Run with Land. Upon a conveyance by either party of its premises (i.e., the Trigen Property or the KCPL Property, as the case may be), such party shall be released of any obligation thereafter accruing hereunder with respect to the premises so conveyed, but such obligation shall run with the land and be binding upon the successors and assigns of the transferor (except as hereinafter provided with respect to mortgagees and purchasers at foreclosure sale).

Any purchaser at a foreclosure sale under a deed of trust or mortgage or any mortgagee who acquires title to the premises covered hereby by a deed in lieu of foreclosure shall assume only prospective liability hereunder and shall in no manner be liable to or bound by the acts or omissions of any owners prior to such foreclosure or delivery of such deed in lieu of foreclosure.

1.08 Duration of KCPL Easements. The KCPL Easements shall be perpetual unless terminated and released in writing by KCPL; except that the KCPL Easements relating to the areas identified as "Easement Area 1" and "Easement Area 3," as outlined on the Attachments to the Special Warranty Deed whereby the KCPL Easements were reserved for access to and use of the steam turbine electrical generators owned by KCPL (the "Generators") shall terminate twenty-four (24) months after the first to occur of the following: (a) Trigen and KCPL no longer have a written agreement which requires Trigen to provide steam to power the Generators; or (b) KCPL breaches the covenant contained in paragraph 1.04(d) of this Agreement and such breach continues beyond the cure period described in paragraph 1.05 hereof. During the twenty-four (24) month period following the occurrence of either such event, the Easement relating to access to and use of the Generators may be used only to remove the Generators from the Trigen Property and repair any and all damages to the Trigen Property resulting from such removal. If KCPL fails to remove the Generators within said twenty-four (24) month period, the same may be removed by Trigen and KCPL shall reimburse Trigen for such expenses upon demand. Any property of KCPL remaining on the Trigen Property after the expiration of said twenty-four (24) month period shall be deemed to have been abandoned by KCPL and Trigen may, in its sole discretion, either retain or dispose of such property. Notwithstanding all of the foregoing, KCPL's Easement for use of the south fifteen (15) feet of such Easement Area 1 shall continue (despite the termination of the easement with respect to the remainder of such Easement Area 1), until such time as KCPL discontinues the use of the electrical distribution control equipment or any replacement or successor equipment in such fifteen (15) foot area and upon such discontinuance, such easement shall terminate and expire.

1.09 Alterations to Trigen Property. Trigen shall not make any alterations, additions or improvements to the Trigen Property which would unreasonably impair or otherwise hinder the use of the KCPL Easements and the operation of the equipment and improvements located therein or thereon.

SECTION II: GRANT OF EASEMENTS TO TRIGEN

2.01 Grant of Easements. KCPL has granted and conveyed unto Trigen, its successors and assigns certain easements on, over and under the KCPL Property, which easements shall be appurtenant to the Trigen Property, as such easements are more fully described

in Exhibit D which is attached hereto and incorporated herein by reference (the "Trigen Easements"). The Trigen Easements include a right of ingress and egress in, over and under the KCPL Property for purposes of access to and use of the Trigen Easements, subject to such reasonable rules and regulations adopted by KCPL so as to minimize interference with KCPL's use, quiet enjoyment and occupancy of the KCPL Property.

2.02 Use of the Easements. Trigen's use of the Trigen Easements shall be confined to the present use thereof and to the equipment and improvements presently located thereon, and Trigen shall have no right to use the Trigen Easements for other purposes.

2.03 Maintenance of the Easements. Trigen shall have the right to repair, replace, operate and maintain all of its equipment and other improvements now located within the Trigen Easements. Trigen, its agents, contractors and employees shall have the right to enter upon the KCPL Property to repair, replace, operate and maintain all such equipment and improvements. Trigen shall give reasonable notice to KCPL of Trigen's anticipated entry into the KCPL Property for such purposes, except that no such notice shall be required when immediate entry is necessary due to dangerous or emergency circumstances or other circumstances which threaten the business operations conducted on the Trigen Property or the Trigen Easements.

2.04 Covenants of Trigen. Trigen agrees that:

(a) Trigen shall reimburse KCPL, its successors and assigns, upon demand, for damages to the KCPL Property and equipment and improvements thereon resulting from Trigen's exercise of its rights and privileges with respect to the Trigen Easements;

(b) Any work by Trigen respecting the Trigen Easements shall be performed without material interruption of service and without expense to KCPL; and

(c) Any activity upon the KCPL Property shall be conducted or performed by Trigen in an expeditious manner consistent with reasonable rules and regulations adopted by KCPL so as to minimize interference with KCPL's use, quiet enjoyment and occupancy of the KCPL Property.

2.05 Right to Rectify Defaults. In the event that Trigen fails to perform any of its obligations hereunder, and such default continues for more than thirty (30) days after written notice of such default is given to Trigen (provided, however, that if the nature of the condition resulting in such breach is such that it cannot reasonably be cured within such thirty (30) day period, such grace period shall be extended for such reasonable additional

period of time as may be required for Trigen to cure such breach, so long as Trigen diligently pursues such cure), then KCPL shall have the right (but not the obligation) to perform such obligations on behalf of Trigen, and in such event, Trigen shall reimburse KCPL upon demand for the out-of-pocket costs actually expended by KCPL in connection with the performance of such obligations, together with interest on such amount at a rate per annum equal to three percent (3%) in excess of the prime rate from time to time announced by Commerce Bank of Kansas City, N.A. Notwithstanding the foregoing, upon the giving of notice of any such default by KCPL to Trigen, which default results in (or allows the continuation of) a dangerous or emergency condition, KCPL may proceed immediately (without necessity of any grace period) to perform such obligations on behalf of Trigen unless Trigen immediately commences appropriate corrective action.

2.06 Mechanic's Liens. Trigen shall not permit any mechanic's or materialman's liens to be filed against the KCPL Property by reason of any work performed by Trigen, its agents or contractors hereunder. In the event that a mechanic's or materialman's lien is filed against the KCPL Property, then KCPL has a right to demand that Trigen post, as security, a bond or other instrument or escrow funds sufficient to cover the amount of such lien. This security shall be posted immediately upon demand by KCPL and shall remain in effect until such lien is brought to a final and complete settlement. The amount of such security and the manner of holding the same shall be subject to the approval of the parties hereto and shall be reasonable under the circumstances.

2.07 Release of Liability; Covenants Run with Land. Upon a conveyance by either party of its premises (i.e., the Trigen Property or the KCPL Property, as the case may be), such party shall be released of any obligation thereafter accruing hereunder with respect to the premises so conveyed, but such obligation shall run with the land and be binding upon the successors and assigns of the transferor (except as hereinafter provided with respect to mortgagees and purchasers at foreclosure sale).

Any purchaser at a foreclosure sale under a deed of trust or mortgage or any mortgagee who acquires title to the premises covered hereby by a deed in lieu of foreclosure shall assume only prospective liability hereunder and shall in no manner be liable to or bound by the acts or omissions of any owners prior to such foreclosure or delivery of such deed in lieu of foreclosure.

2.08 Duration. The Trigen Easements shall be perpetual unless terminated and released in writing by Trigen; except that the Trigen Easement relating to the area identified as "Easement Area 4," as outlined on the Attachments to the Special Warranty Deed and Conveyance of Easements whereby the Trigen Easements were granted for access to and use of the high tension electrical bus (currently operating at 2400V) shall terminate twelve (12) months

after Trigen permanently ceases to use such electrical bus or any replacement or successor equipment which may be placed by Trigen in such easement area, provided, however, that such Trigen Easement shall continue with respect to the use of such space for the repair, replacement, operation and maintenance of any conduit, piping, cabling, wiring or other materials located therein and which are related to Trigen's continuing operations within the Trigen Property or the other Trigen Easements. If Trigen fails to remove the electrical bus within said twelve (12) month period, the same may be removed by KCPL and Trigen shall reimburse KCPL for such expenses upon demand. Upon any termination of the Trigen Easements, Trigen shall not be required to remove any conduit, piping, cabling, wiring or similar appurtenant materials from the KCPL Property. However, to the extent such items are not promptly removed by Trigen upon the expiration of such Trigen Easement, Trigen shall be deemed to have abandoned such items and KCPL may, in its sole discretion, either retain or dispose of such property.

2.09 Alterations to KCPL Property. KCPL shall not make any alterations, additions or improvements to the KCPL Property which would unreasonably impair or otherwise hinder the use of the Trigen Easements and the operation of the equipment and improvements located therein or thereon.

SECTION III: OPERATING PRINCIPLES AND PROCEDURES

3.01 Benefit of Easements and License. As used herein, the term "Easements" shall mean the Trigen Easements and the KCPL Easements, collectively. The Trigen Property includes the land and building which contain boilers owned and operated by Trigen (the "Main Building"), and KCPL owns and operates turbine generators, electric distribution equipment and ancillary facilities located on the KCPL Easements within the Main Building. KCPL owns the land and switchroom addition building located adjacent to the Main Building ("Addition"), and Trigen owns and operates a high tension auxiliary electrical bus system (currently 2400V) located on the Trigen Easements within the Addition. Pursuant to the terms of the License, Trigen has been granted the right to own, operate and maintain certain steam facilities within the Garage, and the parties agree that the provisions of Sections III and IV of this Agreement shall apply to the License and the parties' respective operations at the Garage. Each party agrees to manage, operate, protect, repair and maintain its respective building(s) in a manner that will allow the other party to obtain the full intended benefit from the Easements and the License and the items located thereon.

3.02 Incidental Amenities. Each party shall provide, on request from the other party, incidental amenities, including, but not limited to, restroom access, lighting, heat and other appropriate utility services to the portions of the buildings where the Easements and License are located. The cost for such amenities shall be borne by the requesting party, such cost to be determined

by mutual agreement from time to time. Each party shall maintain the existing building lighting circuits (except for luminaries, which are the other party's responsibility) which are used to illuminate the areas covered by the other party's easement.

3.03 Interconnected Facilities. Trigen and KCPL own various interconnected electrical, water, compressed air, telephone and sewer facilities in the Main Building and the Addition, as detailed in that certain Bill of Sale dated September ____, 1989. Each party agrees to operate, maintain, protect, repair and replace such facilities as it may own in a manner that will not unreasonably interfere with the other party's use of its interconnected facilities. The parties may, by mutual agreement, provide for alterations and additions to, and deletions of, any interconnections. If a party requests any such alterations, additions or deletions, it shall bear all of the associated costs, including the costs of any required modifications to the other party's facilities to accommodate the alteration, addition or deletion. The parties shall either agree (a) to install, own, operate and maintain such metering devices on their respective portions of the interconnected facilities so as to accurately record their respective usage of electricity and water, or (b) on estimates of such usage from time to time. Should a hazardous condition exist on either party's portion of an interconnected facility, and such party does not promptly correct the condition upon notice, the other party may isolate and disconnect said portion.

3.04 Allocation of Maintenance Expenses. The cost of maintenance, repair or replacement of equipment or facilities owned by a party but used primarily by or in support of the other party shall be borne by the party making such use or requiring such support. For example, Trigen owns an overhead crane situated above the KCPL Easement in which KCPL's turbine generators are situated, and such crane will be used primarily by KCPL. Therefore, costs of maintenance, repair or replacement of the crane will be borne by KCPL, or allocated between KCPL and Trigen in proportion to their respective usage in the event of use by Trigen. The Operating Committee (as hereinafter established) will be responsible for determining the allocation of such costs and determining when such maintenance, repair or replacement is appropriate and the reasonable scope and cost therefor.

3.05 Motor Generators, etc. KCPL owns and maintains, at its expense, on its easement in the Main Building certain DC motor generators and rectifier which provide DC to both the turbine generator and boiler controls. In the event that KCPL no longer requires these items, it will offer them at no cost to Trigen.

3.06 Exclusive Use of Certain Areas. For so long as KCPL retains the easement in the Main Building for the area identified as Easement Area 1 on the Attachments to the Special Warranty Deed,

it shall have the sole and exclusive use of the machine shop, control room (except for that separate portion thereof which houses equipment used solely by Trigen), turbine operator's office and maintenance foreman's office, all of which are located within said KCPL Easement. Notwithstanding the foregoing, the Operating Committee will consider and will adopt, if mutually agreed to be appropriate, applicable rules and procedures for occasional or shared usage of the machine shop by Trigen.

3.07 Operating Committee. An Operating Committee is hereby created and charged by the parties with the task of administering this Agreement. The Operating Committee shall consist of two representatives designated by each party, and each party shall have an equal vote on the committee. The duties of the Operating Committee shall be defined from time to time by agreement of the parties, and will in any event include:

(a) designation of the types and placement of metering on interconnected facilities;

(b) apportioning utility bills associated with interconnected facilities according to each party's respective usage;

(c) determining appropriate charges for amenities provided by one party to the other party's facilities;

(d) agreeing to additions and modifications to, or deletions from, said interconnected facilities;

(e) determining the extent of use of common suppliers or vendors for supplies or services to be used at Grand Avenue Station, for such items as (without limitation) building maintenance, cleaning services, garbage and trash disposal, paper products, soap, etc. and appropriate apportionment of costs between the parties with respect thereto;

(f) appropriate security procedures for each facility, including areas of restricted access within each building;

(g) establishing appropriate operating procedures to avoid or mitigate labor disputes or unrest, including establishment of separate entry/exit points at each facility for the parties' respective employees;

(h) determining the reasonable scope, cost and allocation of costs for maintenance, repair or replacement of equipment or facilities owned by a party

but used primarily by or in support of the other party;
and

(i) such other matters as may be agreed upon
by the parties.

The Operating Committee shall meet at the request of either party, at an agreed time and date, but in any event, at least annually. If the Operating Committee cannot agree upon any matter delegated to it under this Agreement, such matter shall be referred to designated management representatives of Trigen and KCPL. Until otherwise notified by either party in a written notice to the other party, the management representative of Trigen shall be its President, and the management representative of KCPL shall be its Chief Operating Officer. If the management representatives cannot agree upon a resolution of such matter, either party may submit the matter to the American Arbitration Association for binding arbitration. Each party shall bear its own costs in any such arbitration proceeding. The Operating Committee shall have no power or authority to waive or depart from any of the terms and conditions of this Agreement.

SECTION IV: GENERAL PROVISIONS

4.01 **Indemnification.** Each party hereto (each an "indemnifying party") shall reimburse, indemnify, defend and hold harmless the other party (the "indemnified party") from and against any and all loss, cost, damage, liability and expense (including reasonable attorneys' fees) associated with or arising out of (i) the tortious acts or omissions, including negligence, of the indemnifying party (subject to reduction by the product of total damages, costs and expenses multiplied by the percentage of fault of the indemnified party), and (ii) the indemnifying party's (including its agents, employees, contractors or invitees) ownership, use or operation of its buildings, its rights under easements (including the Easements) granted or retained pursuant to the Special Warranty Deed, Special Warranty Deed and Conveyance of Easements, or this Easement Agreement or rights granted pursuant to the License, or any of the equipment or facilities (regardless of ownership thereof) located at the Garage, the Main Building or the Addition, except that indemnification shall not be required pursuant to this clause (ii) to the extent that the other party is required to provide indemnification pursuant to clause (i) hereof.

4.02 **Compliance with Laws.** Each party agrees that it will exercise its rights and privileges under this Agreement, and shall operate, use, maintain, repair, replace and remove the Easements and its equipment thereon in a safe and proper manner, and in compliance with all relevant laws, codes, regulations and ordinances.

4.03 Running of Benefits and Burdens. All provisions of this Agreement, including benefits and burdens, run with the Trigen Property and the KCPL Property, and are binding upon and inure to the benefit of the tenants, successors and assigns of the parties hereto.

4.04 Notices. All notices permitted or required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to KCPL and Trigen at the respective addresses set forth above (or at such other address as to which prior notice has been given to the other party). Notice shall be deemed served upon the date deposited in the United States mail, postage prepaid, in the manner required herein.

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

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

TRIGEN-KANSAS CITY DISTRICT ENERGY CORPORATION

By: _____
Thomas R. Casten, President

[CORPORATE SEAL]

ATTEST:

Secretary

KANSAS CITY POWER & LIGHT COMPANY

By: _____
L. C. Rasmussen, Vice Chairman

[CORPORATE SEAL]

ATTEST:

Secretary

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 1989, before me, a Notary Public in and for said County and State, appeared THOMAS R. CASTEN, to me personally known, who being by me duly sworn, did say that he is the President of Trigen-Kansas City District Energy Corporation, a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said THOMAS R. CASTEN acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, the day and year last above written.

Notary Public within and for said County and State (please type, print or stamp name immediately above signature)

My Commission Expires:

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 1989, before me, a Notary Public in and for said County and State, appeared L.C. RASMUSSEN, to me personally known, who being by me duly sworn, did say that he is the Vice Chairman of Kansas City Power & Light Company, a Missouri corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said L.C. RASMUSSEN acknowledged said instrument to be the free act and deed of said corporation.

EXHIBIT A

The Trigen Property is described as follows:

All that part of Lots 306, 307, 308, 315, 316, 317, 318, 321, 322, 323, 416, and 417, Block 33; part of Lots 345, 346, 347, and 348, Block 40; part of the vacated North-South alley in said Block 33 and that part of vacated Locust Street lying between said Blocks 33 and 40, all being in the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, described as follows: beginning at a point on the Northerly right-of-way line of Second Street, as now established, that is 446.32 feet North 75°-32'-47" East of the Southwest corner of Lot 303 of said Block 33, said Southwest corner also being the intersection of said Northerly right-of-way line of Second Street with the Easterly right-of-way line of Grand Avenue, as said street and avenue are established; thence North 75°-32'-47" East, along said Northerly right-of-way line of Second Street, a distance of 272.15 feet to a point that is 27.00 feet Westerly of the Southeast corner of said Lot 345, Block 40, as measured along the Southerly line thereof; thence North 14°-37'-05" West, along a line parallel with the Easterly line of said Lots 345, 346, 347, and 348, Block 40, a distance of 194.22 feet to a point on the Southerly right-of-way line of First Street, as now established; thence North 78°-43'-54" West, along said Southerly right-of-way line of First Street, a distance of 194.82 feet to an angle point therein, said angle point being the Northeast corner of said Lot 323, Block 33; thence South 83°-05'-55" West, continuing along said Southerly right-of-way line of First Street, a distance of 363.81 feet to the intersection of said Southerly right-of-way line of First Street with the Easterly right-of-way line of said Grand Avenue; thence South 13°-05'-35" West, along said Easterly right-of-way line, a distance of 108.50 feet; thence South 74°-15'-22" East, a distance of 118.88 feet to a point on the Westerly face of the main power plant building, as measured at a point 25 feet above ground level; thence South 14°-27'-24" East, along said Westerly face of building, as measured 25 feet above ground level, a distance of 81.08 feet to the Southwesterly corner thereof; thence North 75°-32'-36" East, along the Southerly face of said main power plant building, as measured 25 feet above ground level, a distance of 211.99 feet; thence South 14°-27'-39" East, a distance of 89.52 feet to the point of beginning. Containing 125,121 square feet or 2.872 acres, more or less.

EXHIBIT B

The KCPL Property is described as follows:

All that part of Lots 303, 304, 305, 306, 312, 316, 317, 318, 416, and 417, Block 33, and that part of the vacated North-South alley therein, the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, described as follows: beginning at the Southwest corner of said Lot 303, said point being the intersection of the Northerly right-of-way line of Second Street, with the Easterly right-of-way line Grand Avenue, as said street and avenue are now established; thence North $13^{\circ}-05'-35''$ East, along said Easterly right-of-way line of Grand Avenue, a distance of 55.22 feet; thence South $76^{\circ}-54'-25''$ East, continuing along said Easterly right-of-way line of Grand Avenue, a distance of 10.10 feet; thence North $13^{\circ}-05'-35''$ East, continuing along said Easterly right-of-way line of Grand Avenue, a distance of 209.89 feet to a point that is 108.50 feet Southerly of the intersection of last said Easterly right-of-way line with the Southerly right-of-way line of First Street, as now established, as measured along said Easterly right-of-way line thereof; thence South $74^{\circ}-15'-22''$ East, a distance of 118.88 feet to a point on the Westerly face of the main power plant building, as measured at a point 25 feet above ground level; thence South $14^{\circ}-27'-24''$ East, along said Westerly face of building, as measured 25 feet above ground level, a distance of 81.08 feet to the Southwesterly corner thereof; thence North $75^{\circ}-32'-36''$ East, along the Southerly face of said main power plant building, as measured 25 feet above ground level, a distance of 211.99 feet; thence South $14^{\circ}-27'-39''$ East, a distance of 89.52 feet to a point on the Northerly right-of-way line of said Second Street; thence South $75^{\circ}-32'-47''$ West, along said Northerly right-of-way line of Second Street, a distance of 446.32 feet to the point of beginning. Containing 53,951 square feet or 1.239 acres, more or less.

EXHIBIT C

The KCPL Easements shall consist of those easements reserved by KCPL pursuant to items (11) and (12) of the Special Warranty Deed (and as outlined and identified in the Attachments to the Special Warranty Deed), as follows:

"FURTHER SUBJECT, To the retention of the following non-exclusive easements by the party of the first part and its successors and assigns to use and enter upon the following described premises:

- (11) The areas outlined on Attachments B and C and referenced therein as "Easement Area 1" and "Easement Area 3," respectively, which easements are within the Grand Avenue Station structure which is contained within Tract 5 which is hereinabove described, for the purposes of party of the first part owning, locating, operating, maintaining, replacing and removing the steam turbine electrical generators and electrical distribution facilities now located thereon, and any conduit, pumps, piping, cabling, wiring and other appurtenant equipment and materials associated therewith;
- (12) The area outlined on Attachment B hereto and identified therein as "Easement Area 2," which easement is within the Grand Avenue Station structure which is contained within Tract 5 which is hereinabove described, for purposes of access to the easements herein retained by the party of the first part pursuant to item (11) above;

and such easements shall include the additional rights and are subject to the various terms, conditions and restrictions, including provisions related to the termination of such easements, as are set forth in the Easement Agreement which has been executed by and between party of the first part and party of the second part of even date herewith."

EXHIBIT D

The Trigen Easements shall consist of those easements granted to Trigen by KCPL pursuant to items (5) and (6) of the Special Warranty Deed and Conveyance of Easements (and as outlined and identified in the Attachments to the Special Warranty Deed and Conveyance of Easements), as follows:

- "(5) A nonexclusive easement on, over and under the area outlined on Attachment C hereto and referenced therein as "Easement Area 4," for the purpose of owning, locating, operating, maintaining, replacing and removing the high tension electrical bus system (or any replacement or successor system) and any conduit, pumps, piping, cabling, wiring and other appurtenant equipment and materials associated therewith, which easement is within the Switchroom Addition structure (the "Switchroom Addition") which is adjacent to the Grand Avenue Station structure, such Switchroom Addition being contained within the tract described as follows:

All that part of Lots 303, 304, 305, 306, 312, 316, 317, 318, 416, and 417, Block 33, and that part of the vacated North-South alley therein, the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, described as follows: beginning at the Southwest corner of said Lot 303, said point being the intersection of the Northerly right-of-way line of Second Street, with the Easterly right-of-way line Grand Avenue, as said street and avenue are now established; thence North 13°-05'-35" East, along said Easterly right-of-way line of Grand Avenue, a distance of 55.22 feet; thence South 76°-54'-25" East, continuing along said Easterly right-of-way line of Grand Avenue, a distance of 10.10 feet; thence North 13°-05'-35" East, continuing along said Easterly right-of-way line of Grand Avenue, a distance of 209.89 feet to a point that is 108.50 feet Southerly of the intersection of last said Easterly right-of-way line with the Southerly right-of-way line of First Street, as now established, as measured along said

Easterly right-of-way line thereof; thence South 74°-15'-22" East, a distance of 118.88 feet to a point on the Westerly face of the main power plant building, as measured at a point 25 feet above ground level; thence South 14°-27'-24" East, along said Westerly face of building, as measured 25 feet above ground level, a distance of 81.08 feet to the Southwesterly corner thereof; thence North 75°-32'-36" East, along the Southerly face of said main power plant building, as measured 25 feet above ground level, a distance of 211.99 feet; thence South 14°-27'-39" East, a distance of 89.52 feet to a point on the Northerly right-of-way line of said Second Street; thence South 75°-32'-47" West, along said Northerly right-of-way line of Second Street, a distance of 446.32 feet to the point of beginning. Containing 53,951 square feet or 1.239 acres, more or less.

- (6) A nonexclusive easement on, over and under the area outlined on Exhibit C hereto and referenced therein as "Easement Area 5" which easement is within the Switchroom Addition as described and hereinabove identified, for the purpose of owning, locating, operating, maintaining, replacing, accessing and removing the existing two 13,200/2,400 volt transformers currently located thereon (or any replacement or successor transformers) and any conduit, pumps, piping, cabling, wiring and other appurtenant equipment and materials associated therewith.

The easements described in items (5) and (6) above shall include the additional rights and are subject to the various terms, conditions and restrictions, including provisions related to the termination of such easements, as are set forth in the Easement Agreement which has been executed by and between party of the first part and party of the second part of even date herewith."

EXHIBIT 12
STEAM SERVICE AGREEMENT

THIS STEAM SERVICE AGREEMENT made and entered into this ____ day of _____, 1989, by and between KANSAS CITY POWER & LIGHT COMPANY (the "Company") and TRIGEN-KANSAS CITY DISTRICT ENERGY CORPORATION ("Trigen").

WITNESSETH:

WHEREAS, by separate Agreements the Company has sold Trigen the steam distribution facilities in downtown Kansas City, Jackson County, Missouri and sold to Trigen the steam generating facilities of Grand Avenue Station in downtown Kansas City, Jackson County, and assigned to Trigen the Steam Service Agreement dated October 16, 1985 between the Company and the National Starch and Chemical Corporation; and

WHEREAS, the Company desires to take, from time to time at its sole election, steam produced at Trigen's Grand Avenue Station, for use in the generation of electricity at the Company's Grand Avenue turbine generators; and

WHEREAS, Trigen is willing to furnish steam to the Company for such purpose, and to repurchase some of such steam if it is extracted from said turbine generators, upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Delivery and Redelivery. The delivery points of steam condensing and cooling water service provided hereunder by Trigen shall be at the points where the steam condensing and cooling water supply lines to the Company's turbine generators are physically connected to Trigen's supply lines in the Grand Avenue Station ("Delivery Points"). Annexed hereto as Exhibit A is a schematic of the Delivery Points, and actual Delivery Points are shown on Company drawings KC 417.01 Sheets C19 through C116,

which are incorporated as part of the Central Station Steam Distribution System Sales Agreement, dated the same date hereof, between the Company and Trigen (the "System Sales Agreement"). It is expected that the bulk of the steam will normally be condensed, but that there will be return of steam after use by the Company to Trigen at low pressures for feed water heating at design pressures roughly as shown on Exhibit A. In accordance with Section 4 hereof, there may also be redelivery of steam by the Company at its sole option at not less than 185 psig (as measured from the extraction ports of the turbine generators), to the extraction header from the turbine generators, as shown on Exhibit A hereto.

Section 2. Trigen Facilities.

(a) Trigen will provide, operate and maintain, at its own cost and expense, all steam production and delivery facilities required for service hereunder on its side of the Delivery Point(s) including steam regulation, desuperheating, condensing and cooling water, water treatment, and metering equipment all of which facilities shall be located within the presently existing property boundaries of Grand Avenue Station and Missouri River intake structures.

(b) Steam and condensate metering equipment for service under this Agreement may be used and/or installed at such locations as mutually agreed by the operating committee created pursuant to the Operating Agreement, dated the same date hereof, between the Company and Trigen. Such metering equipment shall be tested upon request by either party and, in any event, at intervals not exceeding one year, with representatives of both parties notified and privileged to be present. Either main steam meter found to be inaccurate by more than two percent (2%) tested at 40,000 pounds per hour or more shall be restored to a condition of accuracy. Other meters shall be

tested at flow rates of such pounds or gallons per hour as are agreed upon by the operating committee. A correction shall be made in the billing from the date that any meter became inaccurate, if determinable; otherwise from the beginning of the month following the date which is the midpoint between the date when such inaccuracy was discovered and the date of the previous test. It is recognized that at low steam flow conditions, the metering is inaccurate compared to alternate forms of metering. In recognition of this inaccuracy and in lieu of metering the parties may agree to measure the amount of steam delivered to the Company by converting the amount of electrical energy generated by the Company at Grand Avenue Station to the equivalent amount of steam delivered to the Company by use of a conversion factor of 10.28 pounds of steam per gross kilowatthour generated. It is recognized that the water consumption by the Company is de minimus in that condensate is returned to Trigen.

Section 3. Steam Supply to the Company.

(a) Trigen will produce, deliver and sell steam, cooling, and condenser cooling water to the Company, and the Company will receive and purchase such steam, cooling and condenser water at the Delivery Points, as may be measured by metering equipment or by estimate. Steam will normally be delivered by Trigen at 650 psig and 750°F, as measured at the Delivery Point(s). Trigen will notify the Company at least 30 days in advance, when possible, of any scheduled maintenance which would adversely affect such pressure and temperature and the parties will cooperate to minimize variations during such scheduled maintenance. Trigen will not schedule any major maintenance during the period of June 1 through September 15 of each year without the written consent of the Company.

(b) Trigen shall have no obligation to supply steam at quantities above a maximum rate of 750,000 pounds per hour, but KCPL shall have the right to schedule and receive steam in any quantity up to 750,000 pounds per hour.

(c) Trigen will utilize its best efforts to operate its existing facilities at Grand Avenue Station in accordance with prudent utility operating practices to provide the level of reliability and continuity of service requested by the Company. It is the intent of this Section that Trigen operate Grand Avenue Station to meet the Company's daily steam and associated water requirements for electrical generation and Trigen's own load requirements. The Company will utilize its best efforts to receive and utilize the steam requested by the Company and supplied by Trigen hereunder in such manner as to minimize any substantial adverse effect on Trigen's facilities and operations, all in accordance with prudent utility operating practices.

(d) In producing steam at Grand Avenue Station, Trigen currently uses (i) potable water supplied to it by the Kansas City, Missouri, municipal system ("City water") and (ii) desuperheating water which will be supplied only from the condensate storage tank at Grand Avenue Station. If possible, Trigen will give at least 30 days' prior written notice to the Company of any change by Trigen in such water sources. The Company acknowledges that it is thoroughly familiar with the chemical properties of the steam to be supplied under this Agreement and is satisfied with said chemical properties. Should the Company desire any changes in chemical properties, it shall request such changes in writing. Trigen, in its sole judgment, shall determine whether such changes may have a detrimental effect on the equipment or operating practices at Grand Avenue Station or will be implemented by Trigen. If Trigen agrees to such changes, all increases in costs

associated with such changes shall be paid by the Company pursuant to charges established by Trigen at the time of the change.

(e) Trigen warrants and represents that the characteristics of the steam to be delivered under this Agreement shall include the following (i) a pH of between 6.0 and 9.0 units; (ii) a maximum specific conductivity of 15 micro-mhos (total, un-degassed), and; (iii) a maximum silica content, measured as SiO_2 , of 30 ppb, if such levels are possible to achieve with the existing water treatment equipment. Failing this capability, the parties will restate the requirements to match historical performance.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRIGEN COMPLETELY DISCLAIMS, EXCLUDES AND NEGATES ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO THE STEAM SERVICE TO BE FURNISHED UNDER THIS AGREEMENT WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR USE OR PARTICULAR PURPOSE, SAFETY, CONDITION, QUALITY, TEMPERATURE, PRESSURE, PURITY, CHEMICAL COMPOSITION AND ANY OTHER CHARACTERISTIC, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER PRESENT OR FUTURE LAW OR OTHERWISE.

Section 4. Steam Repurchase by Trigen. The Company may, at its option, sell back to Trigen a quantity of steam which has been extracted from the Company's turbine generators after such steam has passed through the high pressure sections of such steam turbines, provided that such extracted steam is at no less than 185 psig or at some other agreed pressure. The quantity of steam that must be repurchased by Trigen shall not exceed Trigen's system requirements nor shall it exceed the physical limits of the turbines. Trigen shall not be required to repurchase any steam hereunder at any time that Trigen is not the sole source of steam used by the Company (to the exclusion of

Company-generated steam or steam acquired from others) to power the steam turbines from which the repurchase steam is to be extracted. The Company's sole compensation and Trigen's sole obligation with respect to payment for such repurchased steam shall be as offered by Trigen, from time to time and accepted or rejected by the Company.

Section 5. Forecast of Steam Requirements. Prior to April 1 of each year, the Company shall provide Trigen estimates of its steam requirements for each month of the twelve-month period beginning June 1. The initial estimate shall be delivered to Trigen on or before September 1, 1989. In addition, the Company shall provide daily estimates of steam requirements by 8 p.m. of the preceding day. However, such estimate shall in no way limit the Company's right to schedule steam service at the times and of the quantities it requires, and Trigen will meet such schedule, subject to the limitation stated in section 3(b), and to the normal time needed to warm up the various parts of the system necessary to start electric production.

Section 6. Minimum Annual Purchase. The Company agrees to purchase steam for a minimum of one 4 hour consecutive period at full load once per year in order to verify operation of all systems of both Trigen and the Company.

Section 7. Billing and Payment for Steam. Within five days after the end of each month, Trigen shall render to the Company a statement for the services furnished by Trigen to the Company during the preceding monthly period as follows:

(a) The costs of fuel as defined by FERC Account 501 and electricity attributable to the supply of steam, cooling, and condenser cooling water to the Company shall be billed at Trigen's cost. Such charge shall take into account the energy returned to Trigen as condensed steam and as extraction steam for feed water heating. In the event that Trigen has not received invoices for gas or electricity used in providing services to the

Company in the preceding monthly period, it shall make a good faith estimate of the unit costs of those commodities, compute the bill based on such estimate, and make an appropriate adjustment to the succeeding month's billing based upon the actual costs of such commodities.

(b) A Steam Capacity Reservation Charge. This Charge shall be \$65,000 per month through May 31, 1991. Thereafter, the Charge shall be \$56,875 per month, multiplied by the ratio of the current CPI-U to the CPI-U of June 30, 1989.

(c) Service Charge. This charge shall be \$6.00 per mwh of electric output for those mwh produced by coal-fired steam generation, and \$2.50 per mwh of electric output for those mwh produced by gas-fired steam generation, multiplied by the ratio of the then current CPI-U to the CPI-U of June 30, 1989. This charge shall cover all non-fuel and non-electricity costs of Trigen attributable to providing steam, condenser cooling water, and cooling water to the Company.

(d) The Company shall pay said statement within fifteen (15) days after the receipt thereof, after which time there shall be added 1-1/2% late charge for each month or fraction of a month for which the payment is late.

Section 8. Uncontrollable Force.

(a) Trigen shall not be deemed to be in default hereunder and shall not otherwise be liable on account of any failure by Trigen to perform any obligation to the Company if prevented from fulfilling such obligation by reason of delivery delays, breakdowns of, or damage to facilities, Acts of God, acts of public enemy, strikes or other labor disturbances involving Trigen or the Company, intervention of military or other governmental authorities, or any cause reasonably beyond the control of Trigen ("Uncontrollable Force"). Labor

disturbances affecting Trigen or involving employees of Trigen may be resolved by Trigen at its sole discretion.

(b) If any Uncontrollable Force renders Trigen unable to provide steam service to the Company at the levels contemplated in Section 3(b) herein and Trigen anticipates that such inability will continue for a period of more than ninety days, Trigen shall promptly so notify the Company in writing of the circumstances of the Uncontrollable Force and the maximum hourly amount of steam Trigen is then able to deliver to the Company. Upon such notice, the monthly Charge shall be reduced by the ratio of said maximum amount of steam to 750,000 pounds per hour for so long as Trigen is unable to provide 750,000 pounds per hour of steam to the Company. Said ratio shall be recalculated from time to time to reflect Trigen's then-current ability to provide steam to the Company. Trigen shall continue to make best efforts to restore its ability to provide steam service at the maximum rate of 750,000 pounds per hour to the Company as soon as possible.

(c) It is understood that the expected requirement for 100% steam supply is in the summer months when the Company experiences peak electrical demand, and that the supply of steam by Trigen could be limited by the requirements of the district steam system on coldest winter days, but that should such limit arise during a time when the Company requires steam, it can have the full inlet steam of 750,000 pounds or greater if it agrees to extract some 185 psig steam for resale to Trigen per Section (4). Absent such arrangement, Trigen shall not be deemed in breach or default of this Agreement if it supplies the Company with the maximum available steam in excess of the requirement of its district steam system during such winter periods.

Section 9. Limitation of Liability. Trigen shall have no liability to the Company for any loss, cost, damage, injury or expense (including but not limited to product loss and

loss of profits) by reason of any interruption, reduction, cessation, curtailment or restoration of steam service to the Company as contemplated in this Agreement, and the Company shall defend, indemnify and hold harmless Trigen for any liability, loss, cost, damage, injury, fees or expenses on account thereof; provided, however, the Company shall not be responsible and shall neither defend nor indemnify Trigen for any personal injury or property damage to any other person, firm or corporation where the proximate cause of such loss, damage, injury or expense is due solely to the negligence or deliberate wrongful acts of Trigen.

Section 10. Term of Agreement. This Agreement shall become effective as of the date hereof. Except as otherwise provided herein, this Agreement shall continue in force and effect for an initial term through May 31, 1994, and thereafter from year to year subject to termination at any date by either party upon three years prior written notice to the other party.

Section 11. Trigen Books and Records. During the term of this Agreement, the Company shall have the right upon reasonable notice to inspect and audit, during Trigen's regular business hours and at the Company's own cost and expense, the books and records of Trigen related to its operation of Grand Avenue Station. The inspection and audit may be conducted either by the Company's own internal auditors or by independent certified accountants. Should such audit disclose any matters which the parties in good faith agree resulted in erroneous billing to the Company, corrected billings shall be sent to the Company within fifteen days of such agreement.

Section 12. Successors and Assigns. Each party hereto shall have the right to assign this Agreement to a successor to all or any portion of its properties provided that no such assignment or succession by a party shall release such party from duty or liability

for performance of its obligations hereunder unless such assignment or succession is consented to in writing by the other party, provided further that such consent shall not be withheld unreasonably.

Section 13. Non-waiver. The failure of either party hereto to insist in any one or more instances upon strict performance of any provisions of this Agreement by the other party hereto, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such rights in respect of any subsequent nonperformance of such provision, but the same shall continue and remain in full force and effect.

Section 14. So long as this Agreement is in effect, Trigen and KCPL agree not to file any amendments thereto, or any tariffs directly relating to or affecting any of the terms and conditions of any service provided thereunder, or any complaints relating to such terms and conditions, with the Missouri Public Service Commission (except as may be required by law or regulation). Should the Commission at any time order, direct or approve any change to the terms and conditions of any service provided under this Agreement, either through amendment or through superseding or substitute tariffs, and if such change will have an adverse impact upon the economic terms of this Agreement, then the party so affected shall have the right to terminate this Agreement upon fifteen (15) days written notice. Neither party shall incur any liability, penalty or obligation on account of such termination.

Section 15. Notices. Any notice provided for in this Agreement to be given by either party shall be directed, whether in writing or by telephone, as follows:

To Trigen:

As to Operational Matters:

Thomas R. Casten, President
Trigen Energy Corporation
1 Water Street
White Plains, NY 10601

As to Contractual Matters:

General Counsel
Trigen Energy Corporation
1 Water Street
White Plains, NY 10601

To the Company:

As to Operational Matters:

Marcus Jackson, Vice President,
Power Production
Kansas City Power & Light Company
1330 Baltimore Avenue
Kansas City, Missouri 64105
(816) 556-2979

As to Contractual Matters:

L. C. Rasmussen, Vice Chairman
Kansas City Power & Light Company
Post Office Box 418679
Kansas City, Missouri 64141
(816) 556-2530

Either party may change its address, or the person(s) to whom notices are to be given under this provision, by giving written notice of such change to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective corporate officers thereunto duly authorized as of the day and year first above written.

ATTEST:

KANSAS CITY POWER & LIGHT COMPANY

By _____

ATTEST:

**TRIGEN-KANSAS CITY DISTRICT ENERGY
CORPORATION**

By _____

EXHIBIT 13

CLOSING CERTIFICATE OF
[INSERT NAME OF CORPORATION]

I, _____, hereby certify that I am
the duly qualified and elected _____ of
_____ (the "Company"), and that this
certificate is made as required by Section [insert either 10A(ii)
or 10B(vii)] of the Central Station Steam Distribution System Sales
Agreement, dated September ____, 1989, and to which the Company is
a party (the "Agreement"). The undersigned hereby further
certifies that the representations and warranties in the Agreement
on the part of the Company are true and correct as of this date.

By: _____

Title: _____

Date: _____, 1989

EXHIBIT 14

September __, 1989

Trigen Energy Corporation
1 Water Street
White Plains, NY 10601

Gentlemen:

I am Senior Vice President and Chief Legal Officer of Kansas City Power & Light Company (KCPL) and have served in such capacity during the negotiation, execution and delivery by KCPL of the following agreements and documents (hereinafter referred to as Documents):

(a) Central Station Steam Distribution Sales Agreement dated as of _____ between KCPL and Trigen-Kansas City District Energy Corporation (Trigen);

(b) Assignment of the Steam Service Agreement between KCPL and National Starch and Chemical Corporation, executed by KCPL and Trigen and dated as of _____;

(c) Steam Service Agreement dated as of _____ between KCPL and Trigen;

(d) Bill of Sale dated as of _____ with KCPL as grantor and Trigen as grantee;

(e) License dated as of _____, with KCPL as licensor and Trigen as licensee;

(f) Special Warranty Deed and Conveyance of Easements dated as of _____, with KCPL as grantor and Trigen as grantee;

(g) Special Warranty Deed dated as of _____, with KCPL as grantor and Trigen as grantee;

(h) Easement Agreement between KCPL and Trigen dated as of _____; and

(i) Lease between KCPL and Trigen dated as of _____.

Unless otherwise defined herein, terms used herein have the meanings assigned to such terms in the above-identified documents. I am familiar with the corporate proceedings taken by KCPL in connection with the foregoing agreements and documents and the transactions contemplated thereby. In addition, I have

examined such corporate records, certificates and other documents and such questions of law as I have considered necessary or appropriate for the basis of the opinions hereinafter expressed. As to any facts material to my opinion, I have relied upon factual representations made in, or pursuant to, the Central Station Steam Distribution Sales Agreement by KCPL (which I have no reason to believe to be untrue) and, in addition, I have when relevant facts were not independently established by me, relied, to the extent I deemed such reliance proper, upon a certificate or certificates, telegrams or other written or oral advice of an official, officer, authorized representative or general partner of the particular governmental authority, corporation (other than KCPL), firm or other person or entity concerned. In my examination, I have assumed the genuineness of the signatures on documents and instruments, the authenticity of documents submitted as originals, the conformity to originals of documents submitted as copies thereof and the due authorization, execution and delivery of documents by the parties thereto, other than KCPL.

Based upon, and subject to, the foregoing, I am of the opinion that:

1. KCPL is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Missouri. KCPL has all requisite corporate power and authority to execute, deliver and perform its obligations under the Documents.

2. The execution by KCPL of the Documents have been duly authorized by all necessary corporate action on the part of KCPL, and do not (a) violate any provisions of any law, rule or regulation applicable to KCPL, or (b) result in a breach of or constitute a default under any indenture, mortgage, instrument, contract, agreement, lease or other undertaking, in each case known to me after due inquiry, to which KCPL is a party or by which KCPL or its properties may be bound or affected. To the best of my knowledge, KCPL is not in default under or in violation of its charter or bylaws or any such law, rule, regulation, order, writ, judgment, decree, determination, award, indenture, mortgage, instrument, contract, agreement, lease or other undertaking, except for such defaults or violations if any, which would not, individually or in the aggregate, materially impair KCPL's financial condition, business, operations or properties or its ability to perform its obligations under the Documents.

3. Except for the approval of the Public Service Commission of the State of Missouri (which approval has been

Trigen Energy Corporation
September __, 1989
Page 3

obtained and is in full force and effect), no authorization, consent, approval, license or formal exception from, nor any filing, declaration or registration with, any court, governmental agency or regulatory authority or with any securities exchange is required in connection with the execution, delivery and performance by KCPL of the Documents.

4. To the best of my knowledge, except as set forth in KCPL's Annual Report on Form 10-K for the year ended December 31, 1988, and Quarterly Reports for the periods ended March 31, 1989, and June 30, 1989, and as otherwise previously disclosed in writing by KCPL to Trigen, there are no actions, suits, proceedings or investigations pending or threatened against KCPL or any of its properties by or before any court, governmental agency or regulatory authority or any arbitrator which have a reasonable likelihood of materially impairing KCPL's financial condition, business, operations or properties or its ability to perform its obligations under the Documents.

Very truly yours

Samuel P. Cowley

EXHIBIT 14

September ___, 1989

Kansas City Power & Light Company
1330 Baltimore
Kansas City, MO 64105

Gentlemen:

We have acted as counsel for Trigen-Kansas City District Energy Corporation ("Trigen"), and have served in such capacity during the negotiation, execution and delivery by Trigen of the following agreements and documents:

(a) Central Station Steam Distribution Sales Agreement, dated as of _____, between Kansas City Power & Light Company and Trigen ("Sales Agreement");

(b) Assignment ("Assignment") of the Steam Service Agreement between Kansas City Power & Light Company and National Starch and Chemical Corporation, executed by Kansas City Power & Light Company and Trigen, and dated as of _____; and

(c) Steam Service Agreement, dated as of _____, between Kansas City Power & Light Company and Trigen ("Steam Service Agreement").

In such capacity, we have reviewed the Articles of Incorporation and Amendments thereto, the Bylaws and the Amendments thereto, and the corporate resolutions of Trigen, and have reviewed the Sales Agreement, Assignment and Steam Service Agreement. In connection with this opinion, we have relied upon certifications and statements of public officials, corporate officers and other persons with respect to the accuracy of factual matters contained herein which were not independently known to us; and we have examined and relied upon the originals or copies certified to our satisfaction of such records, instruments, certificates, opinions, memoranda and other documents as in our judgment are necessary or appropriate to enable us to render the opinions expressed below.

We have assumed the genuineness and authenticity of all signatures on all original documents; the authenticity of all documents submitted to us as originals; and the conformity to originals of all documents submitted to us as copies. We have also assumed that the Sales Agreement, Assignment and Steam Service

Agreement and related documents are binding obligations upon Kansas City Power & Light Company ("KCPL").

We express no opinion herein concerning the law of any state other than the State of Missouri and the federal law of the United States.

In those instances in which our opinion is stated "to the best of our knowledge," our opinion is based solely upon an inquiry of attorneys within our firm who have performed legal services for Trigen, and a review of our files and records with respect to such legal services.

In connection with any opinion below concerning binding effect and enforceability of any agreement, such opinion is limited to the extent (i) binding effect and enforceability may be limited by applicable bankruptcy, insolvency or reorganization laws or other similar laws affecting the enforcement of creditors' rights generally, and (ii) binding effect and enforceability of any arbitration, indemnification or contribution provisions may be limited by law. In addition, we express no opinion herein with respect to the availability of specific performance or other equitable remedies.

Based upon, and subject to, the foregoing, we are of the opinion that:

1. Trigen is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Trigen has all requisite corporate power and authority to execute, deliver and perform its obligations under the Sales Agreement, Assignment and Steam Service Agreement.
2. The execution and performance by Trigen of the Sales Agreement, Assignment and Steam Service Agreement have been duly authorized by all necessary corporate action on the part of Trigen, and do not, to the best of our knowledge, (i) violate any provisions of any law, rule or regulation applicable to Trigen, or of any order, writ, judgment, decree, determination or award known to us and having applicability to Trigen, or of the charter or bylaws of Trigen, or (ii) result in a breach of or constitute a default under any indenture, mortgage, instrument, contract, agreement, lease or other undertaking, in each case known to us, to which Trigen is a party or by which Trigen or its properties may be bound or affected. To the best of our knowledge, Trigen is not in default under or in violation of its charter or bylaws or any such law, rule, regulation, order, writ, judgment, decree, determination, award, indenture, mortgage, instrument, contract, agreement, lease or other undertaking, except for such defaults or violations, if any, which would not, individually or in the aggregate,

materially impair Trigen's financial condition, business, operations or properties, or its ability to perform its obligations under the Sales Agreement, Assignment and Steam Service Agreement.

3. Except for the approval of the Public Service Commission of the State of Missouri (which approval has been obtained and is in full force and effect), a grant of franchise from the City of Kansas City, Missouri (which grant has been made and is in full force and effect), and miscellaneous business and environmental licenses and permits which must be assigned to or obtained by Trigen, no authorization, consent, approval, license or formal exemption from, nor any filing, declaration or registration with, any court, governmental agency or regulatory authority or with any securities exchange is required in connection with the execution, delivery and performance by Trigen of the Sales Agreement, Assignment and Steam Service Agreement.
4. To the best of our knowledge, there are no actions, suits, proceedings or investigations pending or threatened against Trigen or any of its properties by or before any court, governmental agency or regulatory authority or any arbitrator which have reasonable likelihood of materially impairing Trigen's financial condition, business, operations on properties or its ability to perform its obligations under the Sales Agreement, Assignments and Steam Service Agreement.

This opinion is intended for the sole benefit of KCPL and may not be made available to or relied upon by any other person, firm or entity without our prior written consent. We have not undertaken, and hereby disclaim, any duty to update in the future any of the opinions expressed herein.

Very truly yours,

SPECIAL WARRANTY DEED

THIS INDENTURE, Made on the day of ,
 One Thousand Nine Hundred and by and between
 KANSAS CITY POWER & LIGHT COMPANY, a corporation duly organized
 under the laws of the State of Missouri, of the County of Jackson,
 State of Missouri, party of the first part, and TRIGEN-KANSAS CITY
 DISTRICT ENERGY CORPORATION, 1 Water Street, White Plains, New York
 10601, a corporation duly organized under the laws of the State of
 Delaware, party of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in
 consideration of the sum of One Dollar (\$1.00) and other good and
 valuable consideration, paid by the said party of the second part,
 the receipt and sufficiency of which is hereby acknowledged, does
 by these presents, SELL and CONVEY unto the said party of the
 second part and its successors and assigns, the following described
 lots, tracts or parcels of land, lying, being and situated in the
 County of Jackson and State of Missouri to-wit:

TRACT 1: All that part of Lots 49, 50, 51, 52, and 53,
 Block 5; that part of Lots 54, 55, 56, 62, 63, 64, 65
 and 66, Block 6; that part of Lots 211, 212, 213, and
 214, Block 22; that part of the vacated alley in said
 Block 5; that part of the vacated alleys in said Block
 6; that part of vacated Pine Street and that part of
 vacated First Street, all in the "Town of Kansas",
 commonly known as "Old Town", a subdivision in Kansas
 City, Jackson County, Missouri, described as follows:
 Beginning at the Southwest corner of said Lot 62,
 Block 6, said point also being on the East right-of-way
 line of Walnut Street, as now established; thence North
 75°-32'-47" East, along the Southerly line of said
 Lot 62, a distance of 142.00 feet to a point on the
 Westerly line of the Westerly vacated alley in said
 Block 6; thence North 14°-26'-33" West along said
 Westerly line of the vacated alley, a distance of 20.07
 feet; thence North 76°-35'-12" East, a distance of 103.04
 feet; thence South 88°-38'-07" East, a distance of 35.45
 feet; thence South 82°-55'-06" East, a distance of 34.84
 feet; thence South 76°-50'-09" East, a distance of 121.26
 feet, to a point on the Westerly right-of-way line of
 Grand Avenue, as now established; thence North
 13°-05'-35" East, along said westerly right-of-way line,
 a distance of 19.36 feet to a jog in said Westerly
 right-of-way line; thence North 76°-54'-25" West along
 said jog, a distance of 17.10 feet; thence North
 13°-05'-35" East, continuing along said Westerly right-
 of-way line, a distance of 141.65 feet; thence North
 19°-03'-25" West, continuing along said Westerly right-
 of-way line, a distance of 24.48 feet; thence North
 45°-14'-35" East, continuing along said Westerly right-
 of-way line, a distance of 24.48 feet; thence North 13°-
 05'-35" East, continuing along said Westerly right-of-
 way line, a distance of 55.17 feet; thence North 14°-
 25'-10" West, continuing along said Westerly right-of-
 way line, a distance of 20.62 feet; thence North 75°-34'-
 50" East, continuing along said Westerly right-of-way
 line, a distance of 19.33 feet; thence North 13°-05'-35"
 East, continuing along said Westerly right-of-way line,
 a distance of 54.60 feet; thence North 2°-01'-35" East,
 continuing along said Westerly right-of-way line, a
 distance of 24.18 feet to a point on the Southerly line

of a tract of land described as Parcel 5 in the instrument filed for record August 25, 1925 in Book B-2573 at Page 583; thence North 89°-55'-03" West, along last said Southerly line, a distance of 114.72 feet to a point on the Westerly line of said Lot 49, Block 5; thence North 76°-54'-25" West, a distance of 8.00 feet to a point on the centerline of said vacated alley in Block 5; thence South 13°-05'-35" West along last said centerline of vacated alley, a distance of 4.82 feet; thence North 76°-54'-25" West, a distance of 8.00 feet to the Northeasterly corner of said Lot 52, Block 5; thence South 75°-32'-47" West, along the North line of said Lots 52 and 53, Block 5, the North line of said vacated Pine Street and the North line of said Lots 211, 212, and 214, Block 22, a distance of 446.90 feet to the Northwesterly corner of said Lot 214, and the Easterly right-of-way line of said Walnut Street; thence South 14°-26'-33" East, along said Easterly right-of-way line of Walnut Street, a distance of 300.00 feet to the point of beginning.

TRACT 2: All that part of Lots 306, 307, 308, 315, 316, 317, 318, 321, 322, 323, 416, and 417, Block 33; part of Lots 345, 346, 347, and 348, Block 40; part of the vacated North-South alley in said Block 33 and that part of vacated Locust Street lying between said Blocks 33 and 40, all being in the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point on the Northerly right-of-way line of Second Street, as now established, that is 446.32 feet North 75°-32'-47" East of the Southwest corner of Lot 303 of said Block 33, said Southwest corner also being the intersection of said Northerly right-of-way line of Second Street with the Easterly right-of-way line of Grand Avenue, as said street and avenue are now established; thence North 75°-32'-47" East, along said Northerly right-of-way line of Second Street, a distance of 272.15 feet to a point that is 27.00 feet Westerly of the Southeast corner of said Lot 345, Block 40, as measured along the Southerly line thereof; thence North 14°-37'-05" West, along a line parallel with the Easterly line of said Lots 345, 346, 347, and 348, Block 40, a distance of 194.22 feet to a point on the Southerly right-of-way line of First Street, as now established; thence North 78°-43'-54" West, along said Southerly right-of-way line of First Street, a distance of 194.82 feet to an angle point therein, said angle point being the Northeast corner of said Lot 323, Block 33; thence South 83°-05'-55" West, continuing along said Southerly right-of-way line of First Street, a distance of 363.81 feet to the intersection of said Southerly right-of-way line of First Street with the Easterly right-of-way line of said Grand Avenue; thence South 13°-05'-35" West, along said Easterly right-of-way line, a distance of 108.50 feet; thence South 74°-15'-22" East, a distance of 118.88 feet to a point on the Westerly face of the main power plant building, as measured at a point 25 feet above ground level; thence South 14°-27'-24" East, along said Westerly face of building, as measured 25 feet above ground level, a distance of 81.08 feet to the Southwesterly corner thereof; thence North 75°-32'-36" East, along the Southerly face of said main power plant building, as measured 25 feet above ground level, a distance of 211.99

feet; thence South 14°-27'-39" East, a distance of 89.52 feet to the point of beginning.

Together with a non-exclusive, perpetual easement for access to and for the maintenance and repair of and for the encroachment of any portion of the improvements located upon the aforesaid Tract 2 which encroach over, upon or under any land owned by party of the first part which is adjacent to the aforesaid Tract 2.

TRACT 3 (Commonly known as the "Missouri River Pumping Station Tract"): All that part of Tract "A", the "Town of Kansas", commonly known as "Old Town", a subdivision of land in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point on the Northerly prolongation of the West line of Block "A", "East Kansas", commonly known as "Old Town Reserve", a subdivision of land in Kansas City, Jackson County, Missouri, said point being the intersection of said Northerly prolongation with a line drawn 100.00 feet Southeasterly of, as measured at right angles to and parallel with the United States Harbor Line of the Missouri River, as established by the War Department, said parallel line being also the Northerly right-of-way line of Grand Avenue, as now established; thence North 6°-54'-05" West, along said Northerly prolongation, a distance of 107.96 feet to a point on said Harbor Line; thence North 60°-57'-28" East, along said Harbor Line, a distance of 177.00 feet; thence South 4°-20'-23" East, a distance of 110.07 feet to a point on the above said parallel line, being also said Northerly right-of-way line of Grand Avenue; thence South 60°-57'-28" West, along said parallel line and said Northerly right-of-way line, a distance of 171.69 feet to the point of beginning.

SUBJECT, Nevertheless, to the retention of a perpetual easement by the party of the first part and its successors and assigns to use and enter upon the following described premises:

- (1) All that part of Lots 49, 50, 52, and 53, Block 5 and that part of the vacated alley therein; that part of Lots 211, 212, and 214, Block 22, and that part of vacated Pine Street, all in the "Town of Kansas" commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, described as follows: Beginning at the Northwesterly corner of said Lot 214, Block 22, said point also being on the Easterly right-of-way line of Walnut Street, as now established; thence South 14°-26'-33" East, along said Easterly right-of-way line, a distance of 29.01 feet; thence North 75°-44'-35" East, a distance of 379.43 feet; thence North 81°-11'-53" East, a distance of 75.84 feet to the Northwesterly corner of an existing two story brick building; thence North 75°-42'-05" East, along the Northerly face of said building and the easterly prolongation thereof, a distance of 117.65 feet to a point on the Westerly right-of-way line of Grand Avenue, as now established; thence North 2°-01'-35" East, along said Westerly right-of-way line, a distance of 6.45 feet to a point on the Southerly line of a tract of land described as Parcel 5 in the instrument filed for record August 25, 1925 in Book 8-2573 at Page

583; thence North 89°-55'-03" West, along last said Southerly line, a distance of 114.72 feet to a point on the Westerly line of said Lot 49, Block 5; thence North 76°-54'-25" West, a distance of 8.00 feet to a point on the centerline of said vacated alley in Block 5; thence South 13°-05'-35" West along said centerline of vacated alley, a distance of 4.82 feet; thence North 76°-54'-25" West, a distance of 8.00 feet to the Northeasterly corner of said Lot 52, Block 5; thence South 75°-32'-47" West, along the North line of said Lots 52 and 53, Block 5, the North line of vacated Pine Street and the North line of said Lots 211, 212, and 214, Block 22, a distance of 446.90 feet to the point of beginning.

- (2) A strip of land 10.00 feet in width in part of Lot 311, Block 33, and part of Tract "A", the "Town of Kansas", commonly known as "Old Town"; and part of Lots 7, 8 and 9, Block "A", "East Kansas", commonly known as "Old Town Reserve", both being subdivisions in Kansas City, Jackson County, Missouri, lying 5.00 feet on each side of the following described centerline: Beginning at a point on the Southerly line of said Lot 311, Block 33, that is 3.03 feet South 83°-05'-55" West of the Southeast corner thereof; thence North 4°-33'-10" East, a distance of 199.77 feet; thence North 25°-26'-32" West, a distance of 399.85 feet; thence North 23°-45'-40" West, a distance of 100.92 feet more or less to a point on the Northerly right-of-way line of Grand Avenue, as now established, and the point of termination, excluding any part thereof in street right-of-way.
- (3) A strip of land 10.00 feet in width in part of Lot 313, Block 41, and part of Tract "A", the "Town of Kansas", commonly known as "Old Town", and part of Lots 9, 10, and 11, Block "A", "East Kansas", commonly known as "Old Town Reserve", both being subdivisions in Kansas City, Jackson County, Missouri, lying 5.00 feet on each side of the following described centerline: Beginning at a point on the Easterly prolongation of the Southerly line of Lot 311, Block 33, that is 27.22 feet North 83°-05'-55" East of the Southeasterly corner thereof; thence North 3°-47'-22" East, a distance of 211.54 feet; thence North 24°-56'-11" West, a distance of 500.90 feet more or less to a point on the Northerly right-of-way line of Grand Avenue, as now established and the point of termination, excluding any part thereof in street right-of-way.
- (4) A strip of land 10.00 feet in width in part of Lots 306, 307, and 308, Block 33, the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, lying 5.00 feet on each side of the following described centerline: Beginning at a point on the Southwesterly prolongation of the Southerly right-of-way line of First Street, as now established, that is 6.51 feet South 83°-05'-55" West of the intersection of said Southerly

right-of-way line with the easterly right-of-way line of Grand Avenue, as now established; thence South 5°-53'-48" West, a distance of 56.28 feet; thence South 1°-34'-22" East, a distance of 52.70 feet to the point of termination, excluding any part thereof in street right-of-way. The outer limits of said easement shall be lengthened or shortened, as necessary, to terminate on party of the second part's property line.

- (5) A strip of land 10.00 feet in width in part of Lots 306, 307, and 308, Block 33, the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, lying 5.00 feet on each side of the following described centerline: Beginning at a point on the Southerly right-of-way line of First Street, as now established, that is 8.24 feet North 83°-05'-55" East of the intersection of said Southerly right-of-way line with the Easterly right-of-way line of Grand Avenue, as now established; thence South 13°-10'-32" East, a distance of 127.45 feet to the point of termination. The outer limits of said easement shall be lengthened or shortened, as necessary, to terminate on party of the second part's property line.
- (6) A strip of land 10.00 feet in width in part of Lots 306, 307, 308 and 318, Block 33, the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, lying 5.00 feet on each side of the following described centerline: Beginning at a point on the Southerly right-of-way line of First Street, as now established, that is 42.92 feet North 83°-05'-55" East of the intersection of said Southerly right-of-way line with the Easterly right-of-way line of Grand Avenue, as now established; thence South 5°-45'-09" East, a distance of 3.55 feet to a point designated as and hereinafter referred to as Point "A"; thence South 17°-44'-02" East, a distance of 145.79 feet to the point of termination. Also beginning at said point "A"; thence South 42°-57'-01" East, a distance of 32.67 feet to a point on the Northerly face of the main power plant building and the point of termination. The outer limits of said easement shall be lengthened or shortened, as necessary, to terminate on party of the second part's property line and the Northerly and Westerly face of said building.
- (7) A Strip of land 10.00 feet in width in part of Lot 417, Block 33, and part of vacated Locust Street, the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, lying 5.00 feet on each side of the following described centerline: Beginning at a point on the Southerly right-of-way line of First Street, as now established, that is 8.54 feet South 78°-43'-54" East of the Northeast corner of Lot 323 in said Block 33; thence South 18°-29'-21" East, a distance of 86.45 feet; thence South 9°-32'-25" East, a distance of 102.57 feet; thence South 78°-50'-30" West, a distance of 29.29 feet; thence

North 81°-49'-56" West, a distance of 20.29 feet to a point on the Easterly face of the main power plant building and the point of termination. The outer limits of said easement shall be lengthened or shortened, as necessary, to terminate on party of the second part's property line and the face of said building.

- (8) A strip of land 10.00 feet in width in part of Lots 416 and 417, Block 33, part of Lot 345, Block 40, and part of vacated Locust Street, the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, lying 5.00 feet on each side of the following described centerline: Beginning at a point on the Southerly right-of-way line of First Street, as now established, that is 26.05 feet South 78°-43'-54" East of the Northeast Corner of Lot 323, in said Block 33; thence South 16°-12'-37" East, a distance of 97.47 feet; thence South 13°-35'-18" East, a distance of 86.17 feet to a point designated as and hereinafter referred to as point "A"; thence South 14°-10'-10" East, a distance of 18.82 feet to a point designated as and hereinafter referred to as point "B"; thence South 14°-26'-50" East, a distance of 67.87 feet to a point designated as and hereinafter referred to as point "C"; thence North 76°-27'-19" East, a distance of 151.05 feet to the point of termination, said point being 27.00 feet Westerly and 5.22 feet Southerly of the Southeasterly corner of said Lot 345, Block 40, as measured along and at right angles to the Southerly line thereof. Also beginning at said point "A"; thence South 83°-20'-25" West, a distance of 20.35 feet; thence South 76°-06'-01" West, a distance of 32.17 feet; thence South 63°-22'-53" West, a distance of 15.51 feet; thence south 78°-06'-13" West, a distance of 53.81 feet to the point of termination. Also beginning at said point "B"; thence South 80°-37'-01" West, a distance of 121.63 feet to the point of termination. Also beginning at said point "C"; thence North 80°-50'-53" West, a distance of 132.21 feet to the point of termination, excluding any part thereof in street right-of-way. The outer limits of said easements shall be lengthened or shortened, as necessary, to terminate on party of the second part's property line.
- (9) All that part of Lots 55, 56, 62, 63, 64, 65 and 66, Block 6, and that part of the vacated alleys in said Block 6, all in the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, described as follows: Beginning at the Southwesterly corner of said Lot 62, said point also being on the East right-of-way line of Walnut Street, as now established; thence North 75°-32'-47" East, along the Southerly line of said Lot 62, a distance of 14.200 feet to a point on the Westerly line of the Westerly vacated alley in said Block 6; thence North 14°-26'-33" West along said Westerly line of the vacated alley, a distance of 20.07 feet; thence North 76°-35'-12" East, a distance of 103.04 feet; thence South 88°-38'-07"

East, a distance of 35.45 feet; thence South 82°-55'-06" East, a distance of 34.84 feet; thence South 76°-50'-09" East, a distance of 121.26 feet to a point on the Westerly right-of-way line of Grand Avenue, as now established; thence North 13°-05'-35" East, along said Westerly right-of-way line, a distance of 19.36 feet to a jog therein; thence North 76°-54'-25" West along said jog, a distance of 17.10 feet; thence North 13°-05'-35" East, continuing along said Westerly right-of-way line, a distance of 35.98 feet; thence North 76°-55'-16" West parallel with the South line of said Lot 55, a distance of 116.80 feet, to a point on the centerline of said Easterly vacated alley; thence South 13°-05'-35" West, along said centerline, a distance of 30.00 feet; thence South 85°-42'-40" West, a distance of 34.51 feet to a point on the Easterly line of said Lot 65; thence North 14°-26'-33" West, along said Easterly line, a distance of 40.00 feet; thence South 75°-32'-47" West parallel with the South line of said Lots 65 and 64, a distance of 128.00 feet to a point on the centerline of said Westerly vacated alley; thence North 14°-26'-33" West, along said centerline, a distance of 10.00 feet to a point on a line drawn 20.00 feet northerly of, as measured at right angles to and parallel with the Southerly line of said Lot 63 and its Easterly prolongation; thence South 75°-32'-47" West along said parallel line, a distance of 150.00 feet to a point on the Westerly line of said Lot 63, said point also being on the East right-of-way line of said Walnut Street; thence South 14°-26'-33" East along the Westerly line of said Lots 63 and 62, being also said East right-of-way line of Walnut Street, a distance of 80.00 feet to the point of beginning.

- (10) A strip of land 10.00 feet in width through part of Tract "A", the "Town of Kansas", commonly known as "Old Town", a subdivision of land in Kansas City, Jackson County, Missouri, lying 5.00 feet on each side of the following described centerline: Commencing at a point on the Northerly prolongation of the Westerly line of Block "A", "East Kansas", commonly known as "Old Town Reserve", a subdivision of land in Kansas City, Jackson County, Missouri, said point being the intersection of said Northerly prolongation with a line drawn 100.00 feet Southeasterly of, as measured at right angles and parallel with the United States Harbor Line of the Missouri River, as established by the War Department, said parallel line being the Northerly right-of-way line of Grand Avenue, as now established; thence North 60°-57'-28" East, along said parallel line and said Northerly right-of-way line a distance of 138.49 feet to the true point of beginning of the centerline to be herein described; thence North 29°-02'-32" West, a distance of 6.50 feet; thence North 41°-19'-12" East, a distance of 24.10 feet; thence North 51°-28'-24" East, a distance of 18.91 feet to the point of termination. The outer limits of said easement shall be lengthened or shortened, as necessary, to terminate on party of the second part's property lines.

and to operate, alter, maintain, repair, rebuild and remove its transmission and electrical distribution equipment and equipment and facilities ancillary thereto on the aforesaid easements.

FURTHER SUBJECT. To the retention of the following non-exclusive easements by the party of the first part and its successors and assigns to use and enter upon the following described premises:

- (11) The areas outlined on Exhibits A and B and referenced therein as "Easement Area 1" and "Easement Area 3," respectively, which easements are within the Grand Avenue Station structure which is contained within Tract 5 which is hereinabove described, for the purposes of party of the first part owning, locating, operating, maintaining, replacing and removing the steam turbine electrical generators and electrical distribution facilities now located thereon, and any conduit, pumps, piping, cabling, wiring and other appurtenant equipment and materials associated therewith;
- (12) The area outlined on Exhibit A hereto and identified therein as "Easement Area 2," described as follows:

All that part of Lots 321, 322, 323, and 417, Block 33, and part of vacated Locust Street lying East of said Block 33, in the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, described as follows: Beginning at the Northeast corner of said Lot 323, said point also being an angle point in the Southerly right-of-way line of First Street, as now established; thence South 78°-43'-54" East, along said right-of-way line, a distance of 0.59 of a foot; thence South 14°-27'-24" East, along a line that is the Northerly prolongation of the Easterly face of an existing brick building and along said Easterly face, a distance of 88.77 feet to the Southeast corner thereof; thence South 75°-32'-36" West, a distance of 5.00 feet; thence South 14°-27'-24" East, a distance of 99.80 feet; thence South 75°-32'-36" West, a distance of 38.69 feet to a point on the Easterly face of the Main Power Plant Building, as measured at a point 25 feet above ground level; thence North 14°-27'-24" West along the last said Easterly face of building, as measured 25 feet above ground level, and along the Northerly prolongation thereof, a distance of 194.55 feet to a point on the Southerly right-of-way line of said First Street; thence North 63°-05'-55" East, along said right-of-way line, a distance of 43.54 feet to the point of beginning. Containing 7874 square feet or 0.18 of an acre, more or less.

for purposes of access to the easements herein retained by the party of the first part pursuant to item (11) above;

and such easements shall include the additional rights and are subject to the various terms, conditions and restrictions, including provisions related to the termination of such easements, as are set forth in the Easement Agreement which has been executed by and between party of the first part and party of the second part of even date herewith.

FURTHER SUBJECT, To all valid and subsisting reservations, restrictions and easements properly of record, if any, affecting the above-described property.

Party of the first part agrees (i) that party of the first part shall bear the full expense of restoring the premises which are subject to the easements hereinabove described to the same condition existing prior to the exercise by party of the first part of any of its easement rights with respect to such premises; (ii) that party of the first part will reimburse party of the second part, its successors and assigns, upon demand, for all damages to party of the second part's premises and improvements thereon resulting from party of the first part's entry upon any Tract hereby conveyed to party of the second part or any improvements thereon or from the exercise by party of the first part of any rights or easements herein retained by party of the first part; and (iii) that any exercise of its easement rights retained hereby shall be performed expeditiously by party of the first part in a good and workmanlike manner so as to minimize interference with party of the second part's operations on the premises hereinabove granted and conveyed to party of the second part.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part and unto its successors and assigns forever except as stated above; the said party of the first part hereby covenanting that the said premises are free and clear from any incumbrance done or suffered by it and that it will warrant and defend the title to said premises unto the said party of the second part and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under the party of the first part, except as set forth hereinabove.

IN WITNESS WHEREOF, The party of the first part has caused these presents to be signed by its Vice President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY

Secretary

By

Vice President

MISSOURI CORPORATION ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 19____, before me,
appeared _____, to me personally
known, who being by me duly sworn, did say that he is the Vice
President of _____,
a corporation, and that the seal affixed to the foregoing
instrument is the corporate seal of said corporation and that said
instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors, and said
_____ acknowledged said
instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my notarial seal at my office in _____, Missouri,
the day and year last above written.

Notary Public within and
for said County and State

My Commission Expires:

**SPECIAL WARRANTY DEED
AND CONVEYANCE OF EASEMENTS**

THIS INDENTURE, Made on the day of , One Thousand Nine Hundred and by and between KANSAS CITY POWER & LIGHT COMPANY, a corporation duly organized under the laws of the State of Missouri, of the County of Jackson, State of Missouri, party of the first part, and TRIGEN-KANSAS CITY DISTRICT ENERGY CORPORATION, 1 Water Street, White Plains, New York 10601, a corporation duly organized under the laws of the State of Delaware, party of the second part:

WITNESSETH: that said party of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by said party of the second part, the receipt and sufficiency of which is hereby acknowledged, does by these presents, SELL and CONVEY unto said party of the second part and its successors, and assigns, and with respect to items (5), (6) and (7) below, does hereby GRANT to said party of the second part and its successors and assigns, certain easements, being and situated in the County of Jackson, State of Missouri, to-wit:

- (1) An exclusive and perpetual right-of-way 40 feet wide extending from the South line of property known as "Missouri River Pumping Station Tract" to the North line of Front Street to lay and maintain underground tunnels, conduits and pipes under and across said strip of land, described as follows: Beginning at a point on the North line of Front Street, 209.75 feet Easterly from the Southwest corner of Block A, Old Town Reserve, in Kansas City; thence North 27° 25' West, 518.70 feet, more or less, to a point on the South line of the property known as "Missouri River Pumping Station Tract"; thence along said South line North 59° 29' East 40.06 feet; thence South 27° 25' East 533.52 feet, more or less, to the North line of Front Street; thence Westerly along the North line of Front Street, 42.17 feet, more or less, to point of beginning,

upon the terms and conditions as granted to party of the first part pursuant to Item 8 of a Corporation Warranty Deed dated May 9, 1927, duly recorded in the State of Missouri, County of Jackson, in Book B-2761, at page 355, described as "Tract No. 51-A" on page 623, Volume II in the report of Bion J. Arnold to the Honorable William C. Hook, Judge of the United States District Court, dated February 3, 1913, which was incorporated in the Corporation Warranty Deed.

- (2) Also, a non-exclusive and perpetual right-of-way to build, construct, lay, operate and maintain underground a discharge pipe or concrete sewer under and beneath the following-described property: Beginning at a point on the North line of Front Street at the Southwest corner of Block A, Old Town Reserve, in Kansas City; thence Easterly 251.92 feet along the North line of Front Street; thence Northerly at an enclosed angle of 71° 33', 443.52 feet to point of beginning; thence continuing North on this same line 90 feet; thence Easterly at an enclosed angle of 93° 6', 95.292 feet; thence Southwesterly at an enclosed angle of 41° 54', 134.565 feet to point of beginning,

pursuant to the terms and conditions of an Agreement dated June 18, 1928, duly recorded in the State of Missouri, County of Jackson in Book B-2865, at page 131.

- (3) Also, a perpetual easement for the installation, construction, operation, repair and maintenance of a steam main for the purpose of conveying and transmitting steam, located upon a tract of land 10 feet in width, the center line beginning 7 feet West of the Southwest corner of Lot 62, Ross & Scarritt's Addition; thence North 8 feet; thence East 43 feet; thence North parallel to the West line of Walnut Street, crossing Lot 62 to 66, inclusive, Ross & Scarritt's Addition, to a point on the South line of 8th Street which point is 36 feet East of the Northwest corner of aforesaid Lot 66, Ross & Scarritt's Addition, all in Kansas City, Jackson County, Missouri. The location of said easement is shown on a plat or drawing attached hereto as Exhibit A, incorporated herewith and made a part hereof, denominated "K.C. Power & Light Co. - Engineering Dept. - Dwg. No. 59-A36",

upon the terms and conditions as granted to the party of the first part pursuant to an Easement Conveyance dated June 28, 1957, duly recorded in the State of Missouri, County of Jackson in Book B-7041, at page 57.

(4) Also, easements over the following three tracts of property in Kansas City, Jackson County Missouri, to-wit:

(a) Lots 8, 9, 10 and 11 and the north 12 feet of Lot 12, Block 1, Lot Coffman's Addition, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof;

(b) All that part of the former public highway consisting of part of Baltimore Avenue as heretofore established and since vacated by Ordinance No. 2768 passed January 11, 1932, of record in Book B-3046 at page 397, Document A-488970, lying between the west line of Lot 8, Block 1, Lot Coffman's Addition, extended north and a line drawn 15 feet west of and parallel with the east line of said Lot 8, Block 1, Lot Coffman's Addition, extended North; and

(c) All that part of the northwest quarter of the northwest quarter of Section 5, Township 49, Range 33, in Kansas City, Jackson County, Missouri, bounded on the north by the south line of 6th Street Trafficway as established and existing on January 27, 1932, bounded on the south by the former north line of Baltimore Avenue (now vacated), bounded on the west by the west line of Lot 8, Block 1, Lot Coffman's Addition, extended north and bounded on the east by a line drawn 15 feet west of and parallel with the east line of said Lot 8, Block 1, Lot Coffman's Addition, extended north;

which easements are shown on a plat or drawing attached hereto as Exhibit B, incorporated herewith, made a part hereof and are described as follows:

(i) The unlimited and exclusive right to use the steam pressure reducing and desuperheating facility now located upon the above-said real estate, being the area beneath ground level in the Northeasterly portion thereof and described as beginning at the Southeast corner of said Lot 9; thence North along the East line of said Lot 9, a distance of 39 feet to the point of beginning, then Westerly parallel to the South line of said Lot 8 a distance of 53 feet; thence Northerly parallel to the West line of said Lot 8 a distance of 70 feet; thence Easterly parallel to the North line of said Lot 8 to a line drawn 15 feet West of and parallel with the East line of said Lot 8, Block 1, Lot Coffman's Addition, extended North; thence Southerly along said line to the North line of said Lot 8; thence Easterly along the North line of said Lot 8 to the East line of said Lot 8; and thence Southerly along the East lines of said Lots 8 and 9 to the point of beginning; together with the free and unrestricted right of ingress and egress over the said above-described steam facility area, up to a height of eight feet above ground level (ground level being approximately 115.0 feet K.C. Datum), and up to a height of 20 feet above said ground level over the East 6 feet of the South 9 feet of the said above-described steam facility area, all for the purpose of entering, exiting, using and maintaining said steam facility area, including the maintenance of entrances, exits and ventilating openings at the ground level of or below said steam facility area; and

(ii) The unrestricted right to use, construct, operate, maintain and repair underground steam lines and related facilities in the following-described areas: an area 5 feet either side of a line beginning on the Southerly right-of-way line of 6th Street Trafficway, 10 feet Easterly of the Northwest corner of the above-said real estate; thence Southerly parallel with the Northerly extension of the West line of said Lot 8, a distance of 43 feet; and thence Easterly parallel with the North line of said Lot 8 a distance of 41 feet; also, beginning at a point on the Southerly right-of-way line of 6th Street Trafficway, 38 feet Easterly of the Northwest corner of the above-said real estate; thence Southerly parallel with the Northerly extension of the West line of said Lot 8 a distance of 38 feet; and thence Easterly along a line parallel to the North line of said Lot 8 a distance of 15 feet,

upon the terms and conditions as granted to the party of the first part pursuant to a Special Warranty Deed dated May 17, 1971, duly recorded in the State of Missouri, County of Jackson, in K-256, at page 1947.

- (5) A non-exclusive easement on, over and under the area outlined on Exhibit C hereto and referenced therein as "Easement Area 4," for the purpose of owning, locating, operating, maintaining, replacing and removing the high tension electrical bus system (or any replacement or successor system) and any conduit, pumps, piping, cabling, wiring and other appurtenant equipment and materials associated therewith, which easement is within the Switchroom Addition structure (the "Switchroom Addition") which is adjacent to the Grand Avenue Station structure, such Switchroom Addition being contained within Tract 4 as shown on Exhibit D hereto, such Tract 4 being described as follows:

TRACT 4: All that part of Lots 303, 304, 305, 306, 312, 316, 317, 318, 416, and 417, Block 33, and that part of the vacated north-south alley therein, the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, described as follows: Beginning at the Southwest corner of said Lot 303, said point being the intersection of the Northerly right-of-way line of Second Street, with the Easterly right-of-way line of Grand Avenue, as said street and avenue are now established; thence North 13°-05'-35" East, along said Easterly right-of-way line of Grand Avenue, a distance of 55.22 feet; thence South 76°-54'-25" East, continuing along said Easterly right-of-way line of Grand Avenue, a distance of 10.10 feet; thence North 13°-05'-35" East, continuing along said Easterly right-of-way of Grand Avenue, a distance of 209.89 feet to a point that is 108.50 feet Southerly of the intersection of last said Easterly right-of-way line with the Southerly right-of-way line of First Street, as now established, as measured along said Easterly right-of-way line thereof; thence South 74°-15'-22" East, a distance of 118.88 feet to a point on the Westerly face of the Main Power Plant Building, as measured at a point 25 feet above ground level; thence South 14°-27'-24" East, along said Westerly face of building, as measured 25 feet above ground level, a distance of 81.08 feet to the Southwesterly corner thereof; thence North 75°-32'-36" East, along the Southerly face of said Main Power Plant Building, as measured 25 feet above ground level, a distance of 211.99 feet; thence South 14°-27'-39" East, a distance of 89.52 feet to a point on the Northerly right-of-way line of said Second Street; thence South 75°-32'-47" West, along said Northerly right-of-way line of Second Street, a distance of 446.32 feet to the point of beginning. Containing 53,951 square feet or 1.239 acres, more or less.

- (6) A non-exclusive easement on, over and under the area outlined on Exhibit C hereto and referenced therein as "Easement Area 5" which easement is within the Switchroom Addition as described and hereinabove identified, for the purpose of owning, locating, operating, maintaining, replacing, accessing and removing the existing two 13,200/2,400 volt transformers

currently located thereon (or any replacement or successor transformers) and any conduit, pumps, piping, cabling, wiring and other appurtenant equipment and materials associated therewith.

The easements described in items (5) and (6) above shall include the additional rights and are subject to the various terms, conditions and restrictions, including provisions related to the termination of such easements, as are set forth in the Easement Agreement which has been executed by and between party of the first part and party of the second part of even date herewith.

- (7) Also, a non-exclusive perpetual, easement over the air space of a part of Lot 306 in Block 33 in the "Town of Kansas", commonly known as "Old Town", a subdivision in Kansas City, Jackson County, Missouri, for the purpose of maintaining, altering, repairing, rebuilding or removing the existing coal conveyor.

HOWEVER, reserving unto the party of the first part, its successors and assigns, the right, to the extent permitted by the easements being conveyed to party of the second part in items (1), (2), (3) and (4) above, to erect, construct, maintain, repair and relocate poles, wires, guys, anchors, underground cables, conduits, pad mounted transformers and service pedestals, and all appurtenances thereto for the transmission and distribution of electric energy and for communication purposes, over, across, through and under the above-described easements and rights of way.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part and unto its successors and assigns forever except as stated above; the said party of the first part hereby covenanting that the said premises are free and clear from any incumbrance done or suffered by it and that it will warrant and defend the title to said premises unto the said party of the second part and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under the party of the first part.

IN WITNESS WHEREOF, The party of the first part has caused these presents to be signed by its Vice President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY

Secretary

By

Vice President

MISSOURI CORPORATION ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 19____, before me, appeared _____, to me personally known, who being by me duly sworn, did say that he is the Vice President of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, Missouri, the day and year last above written.

Notary Public within and
for said County and State

My Commission Expires:

**EXHIBIT 18
BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that Kansas City Power & Light Company, a Missouri corporation (KCPL), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, transfer and deliver, in place and as is, where is, unto Trigen Energy Corporation of Kansas City (Trigen), a Missouri corporation, all of the following-described property located in Jackson County, Missouri:

1. All of KCPL's steam generating facilities located at its Grand Avenue Station in Kansas City, Missouri, including, without limitation, all boilers and associated valves, motors, piping, water treatment facilities, coal handling facilities, oil tanks, 13,200/2,400 volt step-down transformers, and all other appurtenant equipment and personal property of whatsoever kind and nature, a nonexclusive list of which is contained in Annex A.

2. All of KCPL's steam distribution piping, associated valves, fittings, customer metering and appurtenant equipment and personal property of whatsoever kind and nature, whether in service or retired in place, used for the purpose of providing steam heating service in downtown Kansas City, Missouri. The location of said properties is generally depicted in Annex B, incorporated by reference.

3. All of the equipment, piping, fixtures and appurtenant personal property comprising the two steam distribution system pressure reducing stations located at 604 Baltimore Avenue and 1319 Wyandotte Avenue, Kansas City, Missouri.

4. All of KCPL's materials and supplies associated with its central station steam distribution system on hand as of the date hereof, as generally described in Annex C, incorporated by reference.

TO HAVE AND TO HOLD THE SAME, unto Trigen, its successors and assigns forever, and KCPL hereby covenants with Trigen that KCPL is the lawful owner of the aforesaid properties, that it has good right to sell the same, that the same are free and clear of all encumbrances and that it will warrant and defend title to the same against all lawful claims and demands of all persons whomsoever, except as to the lien of taxes not in default. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, ON OR CONCERNING THE PROPERTIES CONVEYED UNDER THIS BILL OF SALE. SAID PROPERTIES ARE CONVEYED "AS IS", "WHERE IS", AND "WITH ALL FAULTS". By accepting this Bill of Sale, Trigen acknowledges that asbestos is used for insulation purposes on certain of the distribution piping and appurtenant equipment and on certain of the steam generating

equipment in Grand Avenue Station. Further, Trigen acknowledges that one of the 13,200/2,400 volt step-down transformers contains polychlorinated biphenyls (PCBs), and that such transformer is marked as such as of the date hereof.

IN WITNESS WHEREOF, Kansas City Power & Light Company has caused this Bill of Sale to be executed by its corporate officers, duly authorized, on this _____ day of _____, 1989.

KANSAS CITY POWER & LIGHT COMPANY

By: _____

Attest:

(SEAL) Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ____ day of _____, 1989, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, _____ of Kansas City Power & Light Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and who is personally known to me to be the same person who executed the above instrument on behalf of said corporation, and duly acknowledged the execution of the same to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

T8006\m0003b1a.gcr

EXHIBIT 18

ASSIGNMENT

This Assignment is made as of this ____ day of _____, 1989 (the "Effective Date") by and between Kansas City Power & Light Company ("KCPL") and Trigen-Kansas City District Energy Corporation ("Trigen").

WITNESSETH:

WHEREAS, KCPL and Trigen have entered into the Central Station Steam Distribution System Sales Agreement ("Agreement") dated _____, 1989, whereby KCPL agreed to sell and Trigen agreed to purchase the properties comprising KCPL's downtown Kansas City central station steam generation and distribution system (the "Steam System," as defined in the Agreement); and

WHEREAS, as part of said sale and purchase, the parties wish to assign certain contract and property rights of KCPL with respect to the Steam System to Trigen, which rights are not otherwise subject to a specific transfer or conveyance to Trigen;

NOW, THEREFORE, for and in consideration of the premises and the payment of specified sums of money by Trigen, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. KCPL hereby assigns and transfers (to the extent transferable) all of the following contract and property rights and covenants to use its best efforts to obtain any required third party consents to such assignment and transfer:

a. All of KCPL's right, title and interest under Ordinance No. 55548 previously adopted by the City of Kansas City, Missouri (or any successor ordinance) and which authorized KCPL, its successors and assigns to construct, maintain and operate a fuel conveyor above and across Grand Avenue;

b. All of KCPL's right, title and interest (to the extent transferable) in any and all permits, licenses, etc. which allow the steam distribution pipes to be constructed, maintained and operated upon or beneath the public right-of-way for Interstate 70;

c. All of KCPL's right, title and interest in any and all permits, licenses, etc. which allow the steam distribution pipes to be constructed, maintained and operated upon or through the property where the Muehlbach Hotel facility is located at Twelfth and Baltimore in Kansas City, Jackson County, Missouri; and

d. All of KCPL's right, title and interest in any and all permits, licenses, etc. which allow the steam distribution pipes to be constructed, maintained and operated under the railroad tracks located between KCPL's plant and the Missouri River.

2. The rights, duties and obligations of KCPL and Trigen pursuant to the Agreement shall survive the execution and delivery of this Assignment and are not merged herein, including, without limitation, the respective obligations of indemnification under the Agreement, and the requirement for the parties to take such further necessary actions as are required to effectuate the transactions contemplated by the Agreement (as provided in Section 29 thereof).

KANSAS CITY POWER & LIGHT COMPANY

By: _____

ATTEST:

Secretary

TRIGEN-KANSAS CITY DISTRICT ENERGY CORPORATION

By: _____

ATTEST:

Secretary

EXHIBIT 20

**COUNTIES IN WHICH KANSAS CITY POWER & LIGHT COMPANY
HOLDS A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TO SUPPLY ELECTRICITY**

MISSOURI

**Jackson
Cass
Clay
Platte**

**Lafayette
Pettis
Saline
Carroll**

**Chariton
Randolph
Howard**

KANSAS

**Wyandotte
Johnson
Leavenworth**

**Miami
Linn
Bourbon**

**Anderson
Franklin
Coffey**

**Osage
Douglas**

EXHIBIT 21**ENVIRONMENTAL MATTERS**

The matters set forth in this Exhibit are for disclosure purposes and do not constitute an exception to the various representations and warranties of KCPL, as set forth in Section 15.1. of the Agreement, that the Steam System has been, and as of the date of Closing will be, operating in compliance with all Environmental Laws.

A. REGULATED MATERIALS AT GRAND AVENUE STATION

1. Petroleum liquid fuels, including fuel oil, gasoline and diesel fuel.
2. Natural gas.
3. Lubricants (including various grades of lubricating oil and pressurized cans of WD-40), waste oils and grease.
4. Solvents and cleaners, including halogenated and non-halogenated liquid solvents, pressurized cans of motor degreaser, electrical contact cleaner and penetrating oils.
5. Painting materials, including paints, mineral spirits, Xylol and paint removers.
6. Laboratory chemicals, including dilute hydrochloric acid, starch and monoethylamine solution.
7. Pressurized containers of hydrogen, propane, carbon dioxide, acetylene and argon.
8. Pesticides, including pesticides in pressurized containers.
9. Asbestos insulation, gaskets and packing materials.
10. One PCB transformer, and three transformer-rectifier sets associated with the electrostatic precipitator.
11. Ethylene glycol, gasket adhesive and "Forma Gasket," hydrochloric acid, cutting oils, hydraulic fluid, transformer oil and lead-acid batteries.
12. Lye, babbitt metal and aspirin.
13. Bottom ash and fly ash.
14. Building material debris (for example, discarded bricks).

B. RELEASES OF REGULATED MATERIALS AT GRAND AVENUE STATION

15. Products resulting from the combustion of coal, gas and oil in the boilers at Grand Avenue Station, including fly ash and bottom ash (and their constituents), sulfur compounds and nitrogen compounds.

EXHIBIT 22

KCPL STEAM CUSTOMERS WITH DEPOSITS OR BONDS

Anjon Corp.
915 Broadway
\$600 deposit

Jays Truck Driver
819 Broadway
\$800.00 deposit

Gate City Bldg. Ltd.
1111 Grand Avenue
\$2,000.00 deposit

East-West Bryant Ltd.
1102 Grand Avenue
\$1,000.00 deposit

New York-Kansas Building Terzis Inc.
1101 Grand Avenue
\$20,000.00 bond

1300 Locust
\$1,500.00 deposit

Grace W. Weyersberg
1118 McGee
\$3,000.00 deposit

Harriman Mtg. Inv.
920 Walnut
\$2,000.00 bond

Four Kings, Inc.
1022 Main
\$130.00 deposit

EXHIBIT 23
Page 1 of 8

KANSAS CITY POWER & LIGHT COMPANY
REPORT 245
STEAM PRODUCTION EXPENSES
DECEMBER 1988

PAGE 1 OF 2

	CURRENT MONTH			YEAR TO DATE		
	CURRENT YEAR ACTUAL	OVER(UNDER) BUDGET	PRIOR YEAR ACTUAL	CURRENT YEAR ACTUAL	OVER(UNDER) BUDGET	PRIOR YEAR ACTUAL
GRAND AVENUE STEAM PRODUCTION OPERATION						
1 FUEL COST OF STEAM GEN	\$ 499,259.00	\$ (196,432.00)	\$ 621,745.00	\$ 4,824,704.00	\$ (437,107.00)	\$ 4,726,134.00
2 FUEL HANDLG & CHEM ADD	1,302.59	(116.41)	446.60	14,009.76	(7,799.24)	23,846.79
3 TOTAL FUEL OPERATION	500,641.59	(196,548.41)	622,191.60	4,838,793.76	(444,906.24)	4,749,980.79
4 SUPV AND ENGINEERING	7,460.61	(1,306.39)	5,467.56	105,508.00	(4,827.92)	115,640.14
5 STEAM EXPENSES	106,300.23	44,396.23	73,279.38	915,205.37	166,592.37	921,097.57
6 ELECTRIC EXPENSES	15.24	15.24	.00	2,592.92	2,592.92	1,732.70
7 MISC PROD. OPERATIONS	33,475.22	3,029.22	54,277.98	321,606.71	(36,495.29)	493,430.30
8 RENTS	.00	.00	6,218.53	.00	.00	49,595.96
9 ELEC USED ON STATION	49,917.12	8,725.12	43,332.34	415,967.67	(69,033.33)	301,760.13
10 TOTAL NON-FUEL OPER	197,248.42	54,779.42	102,575.79	1,760,960.75	58,828.75	1,963,272.80
11 TOTAL PROD OPERATION	697,890.01	(141,768.99)	804,767.39	6,599,754.51	(306,077.49)	6,713,253.59
PRODUCTION MAINTENANCE						
12 SUPV AND ENGINEERING	4,724.69	(3,436.31)	6,500.44	71,522.73	(27,045.27)	86,360.09
13 STRUCTURES	12,755.87	(2,527.13)	16,371.89	161,326.23	(28,738.77)	152,572.00
14 BOILER PLANT	33,423.49	(650.51)	24,630.59	478,647.71	46,348.71	461,103.83
15 ELECTRIC PLANT	(104,962.19)	(107,531.19)	3,890.43	31,482.21	458.21	48,551.10
16 MISC PLANT	2,977.03	(856.97)	15,943.58	54,009.87	4,493.87	56,018.42
17 TOTAL PROD MTCE	(51,081.11)	(115,002.11)	67,352.93	796,988.75	(4,483.25)	804,605.44
18 TOTAL PRODUCTION EXP	\$ 646,808.90	\$ (256,771.10)	\$ 872,120.32	\$ 7,396,743.26	\$ (390,560.74)	\$ 7,517,859.03
19 TOTAL PROD EXCL LN 1	\$ 147,549.90	\$ (60,339.10)	\$ 250,375.32	\$ 2,572,039.26	\$ 46,546.26	\$ 2,791,725.03
20 FUEL-STEAM STATISTICS	\$ 499,259.00	\$ (196,432.00)	\$ 621,745.00	\$ 4,824,704.00	\$ (437,107.00)	\$ 4,726,134.00
21 ADJUSTMENTS	.00	.00	.00	.00	.00	.00
22						
23 FUEL COST OF STEAM GEN	\$ 499,259.00	\$ (196,432.00)	\$ 621,745.00	\$ 4,824,704.00	\$ (437,107.00)	\$ 4,726,134.00
24 KWH USED ON STATION	1,304,000	190,000	1,174,000	11,045,000	(2,082,000)	10,343,000
25 M LBS OF STEAM GEN	109,344	(32,411)	122,914	931,015	(29,979)	960,678
DOLLARS-M LBS OF STEAM						
26 FUEL	\$ 4.57	\$ (.34)	\$ 5.06	\$ 5.18	\$ (.29)	\$ 5.02
27 FUEL HANDLING	.01	.00	.00	.02	(.01)	.03
28 NON-FUEL OPERATION	1.80	.80	1.89	1.89	.12	2.09
29 MAINTENANCE	(.47)	(.92)	.55	.86	.02	.86
30 TOTAL	\$ 5.91	\$ (.46)	\$ 7.50	\$ 7.95	\$ (.36)	\$ 8.00

NOTE: Current month reflects a transfer of \$112,734.21 from steam production operations to electric production maintenance.

EXHIBIT 23

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KANSAS CITY POWER & LIGHT COMPANY
REPORT 245
STEAM PRODUCTION EXPENSES
DECEMBER 1980

PAGE 2 OF 2

	3 MONTHS ENDED			12 MONTHS ENDED	
	CURRENT YEAR ACTUAL	OVER(UNDER) BUDGET	PRIOR YEAR ACTUAL	CURRENT YEAR ACTUAL	PRIOR YEAR ACTUAL
GRAND AVENUE STEAM PRODUCTION OPERATION					
1 FUEL COST OF STEAM GEN	\$ 1,174,739.00	\$ (155,463.00)	\$ 1,560,758.00	\$ 4,024,704.00	\$ 4,726,114.00
2 FUEL HANDLING & CHIM ADD	2,819.61	(1,659.39)	7,127.74	14,089.76	23,846.79
3 TOTAL FUEL OPERATION	<u>1,177,558.61</u>	<u>(157,122.39)</u>	<u>1,567,885.74</u>	<u>4,038,793.76</u>	<u>4,749,960.79</u>
4 SUPV AND ENGINEERING	21,624.32	(4,840.68)	21,003.59	105,500.00	115,648.14
5 STEAM EXPENSES	217,258.16	53,407.16	210,620.64	915,205.37	921,097.57
6 ELECTRIC EXPENSES	15.24	15.24	604.41	2,592.92	1,732.70
7 MISC PROD. OPERATIONS	77,715.03	(9,020.97)	129,762.20	321,606.71	493,410.30
8 RENTS	.00	.00	12,633.40	.00	49,595.96
9 ELEC USED ON STATION	123,720.96	1,473.96	102,425.25	415,967.67	381,760.13
10 TOTAL NON-FUEL OPER	<u>460,333.71</u>	<u>41,034.71</u>	<u>477,049.49</u>	<u>1,760,960.75</u>	<u>1,963,272.80</u>
11 TOTAL PROD OPERATION	<u>1,637,892.32</u>	<u>(116,007.68)</u>	<u>2,044,935.23</u>	<u>6,599,754.51</u>	<u>6,713,253.59</u>
PRODUCTION MAINTENANCE					
12 SUPV AND ENGINEERING	14,132.93	(9,510.07)	16,831.90	71,522.73	86,360.09
13 STRUCTURES	40,060.92	2,564.92	37,552.64	161,326.23	152,572.00
14 BOILER PLANT	112,828.21	12,180.21	144,328.19	478,647.71	461,103.83
15 ELECTRIC PLANT	(73,167.60)	(80,776.60)	20,330.15	31,482.21	48,551.10
16 MISC PLANT	9,952.00	(1,347.00)	40,352.22	54,009.87	56,018.42
17 TOTAL PROD MICE	<u>111,806.46</u>	<u>(76,008.54)</u>	<u>259,395.10</u>	<u>796,988.75</u>	<u>804,605.44</u>
18 TOTAL PRODUCTION EXP	<u>\$ 1,749,698.78</u>	<u>\$ (192,976.22)</u>	<u>\$ 2,304,330.33</u>	<u>\$ 7,396,743.26</u>	<u>\$ 7,517,859.03</u>
19 TOTAL PROD EXCL IN 1	<u>\$ 574,959.78</u>	<u>\$ (37,513.22)</u>	<u>\$ 743,572.33</u>	<u>\$ 2,572,039.26</u>	<u>\$ 2,791,725.03</u>
20 FUEL-STEAM STATISTICS	\$ 1,174,739.00	\$ (155,463.00)	\$ 1,560,758.00	\$ 4,024,704.00	\$ 4,726,114.00
21 ADJUSTMENTS	.00	.00	.00	.00	.00
22	.00	.00	.00	.00	.00
23 FUEL COST OF STEAM GEN	<u>\$ 1,174,739.00</u>	<u>\$ (155,463.00)</u>	<u>\$ 1,560,758.00</u>	<u>\$ 4,024,704.00</u>	<u>\$ 4,726,114.00</u>
24 KWHR USED ON STATION	<u>3,232,000</u>	<u>(76,000)</u>	<u>2,775,000</u>	<u>11,045,000</u>	<u>10,343,000</u>
25 M LBS OF STEAM GEN	<u>250,311</u>	<u>(20,733)</u>	<u>281,788</u>	<u>911,015</u>	<u>940,678</u>
DOLLARS-M LBS OF STEAM					
26 FUEL	\$ 4.69	\$ (.22)	\$ 5.54	\$ 5.18	\$ 5.02
27 FUEL HANDLING	.01	(.01)	.03	.02	.03
28 NON-FUEL OPERATION	1.80	.29	1.69	1.89	2.19
29 MAINTENANCE	.45	(.25)	.92	.86	.86
30 TOTAL	<u>\$ 6.95</u>	<u>\$ (.19)</u>	<u>\$ 8.18</u>	<u>\$ 7.95</u>	<u>\$ 8.10</u>

EXHIBIT 23
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KANSAS CITY POWER & LIGHT COMPANY
REPORT 245
STEAM PRODUCTION EXPENSES
JUNE 1989

PAGE 1 OF 2

	CURRENT MONTH			YEAR TO DATE		
	CURRENT YEAR ACTUAL	OVER(UNDER) BUDGET	PRIOR YEAR ACTUAL	CURRENT YEAR ACTUAL	OVER(UNDER) BUDGET	PRIOR YEAR ACTUAL
GRAND AVERAGE STEAM PRODUCTION OPERATION						
1 FUEL COST OF STEAM GEN	\$ 244,351.00	\$ 23,230.00	\$ 303,866.00	\$ 2,491,605.00	\$ 99,476.00	\$ 2,984,786.00
2 FUEL HANDLG & CHEM ADD	2,059.07	932.07	947.51	16,232.43	7,807.43	6,144.69
3 TOTAL FUEL OPERATION	246,410.07	24,162.07	304,813.51	2,507,837.43	107,283.43	2,990,930.69
4 SUPV AND ENGINEERING	11,697.15	4,540.15	10,822.40	73,776.27	32,493.27	57,075.22
5 STEAM EXPENSES	83,038.19	7,943.19	72,406.47	555,718.31	122,145.31	451,100.15
6 ELECTRIC EXPENSES	196.49	(2,815.51)	115.05	382.77	(17,683.23)	320.74
7 MISC PROD. OPERATIONS	31,175.90	3,225.90	26,524.09	157,005.81	6,452.81	167,617.90
8 RENTS	.00	.00	.00	.00	.00	.00
9 ELEC USED ON STATION	31,504.44	(12,568.56)	23,657.04	292,497.48	28,059.48	207,801.03
10 TOTAL NON-FUEL OPER	157,612.17	325.17	133,525.05	1,079,380.64	171,467.64	883,915.04
11 TOTAL PROD OPERATION	404,022.24	24,487.24	438,338.56	3,587,218.07	278,751.07	3,874,845.73
PRODUCTION MAINTENANCE						
12 SUPV AND ENGINEERING	5,384.95	(1,328.05)	6,780.37	43,870.30	389.30	36,081.91
13 STRUCTURES	23,766.39	7,901.39	14,224.63	122,998.77	31,322.77	81,555.74
14 BOILER PLANT	37,324.83	5,697.83	33,251.28	393,201.12	217,532.12	220,592.68
15 ELECTRIC PLANT	839.44	(7,483.56)	36,835.41	10,445.91	(62,811.09)	63,041.84
16 MISC PLANT	9,014.11	7,062.11	6,861.60	38,272.17	1,352.17	23,696.61
17 TOTAL PROD MICE	76,329.72	11,849.72	97,953.29	608,788.27	187,785.27	424,968.78
18 TOTAL PRODUCTION EXP	\$ 480,351.96	\$ 36,336.96	\$ 536,291.85	\$ 4,196,006.34	\$ 466,536.34	\$ 4,299,814.51
19 TOTAL PROD EXCL LN 1	\$ 236,000.96	\$ 13,106.96	\$ 232,425.85	\$ 1,704,401.34	\$ 367,060.34	\$ 1,315,028.51
20 FUEL-STEAM STATISTICS	\$ 244,351.00	\$ 23,230.00	\$ 303,866.00	\$ 2,491,605.00	\$ 99,476.00	\$ 2,984,786.00
21 ADJUSTMENTS	.00	.00	.00	.00	.00	.00
22						
23 FUEL COST OF STEAM GEN	\$ 244,351.00	\$ 23,230.00	\$ 303,866.00	\$ 2,491,605.00	\$ 99,476.00	\$ 2,984,786.00
24 KWH USED ON STATION	823,000	(98,000)	618,000	7,641,000	2,087,000	5,607,000
25 M LBS OF STEAM GEN	49,567	1,136	55,295	544,000	20,145	538,583
DOLLARS-M LBS OF STEAM						
26 FUEL	\$ 4.93	\$.36	\$ 5.50	\$ 4.58	\$.01	\$ 5.54
27 FUEL HANDLING	.04	.02	.02	.03	.01	.01
28 NON-FUEL OPERATION	3.18	(.07)	2.42	1.98	.25	1.64
29 MAINTENANCE	1.54	.21	1.77	1.12	.32	.79
30 TOTAL	\$ 9.69	\$.52	\$ 9.71	\$ 7.71	\$.59	\$ 7.98

EXHIBIT 23
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KANSAS CITY POWER & LIGHT COMPANY
REPORT 245
STEAM PRODUCTION EXPENSES
JUNE 1989

PAGE 2 OF 2

	3 MONTHS ENDED			12 MONTHS ENDED	
	CURRENT YEAR ACTUAL	OVER(UNDER) BUDGET	PRIOR YEAR ACTUAL	CURRENT YEAR ACTUAL	PRIOR YEAR ACTUAL
GRAND AVERAGE STEAM PRODUCTION OPERATION					
1 FUEL COST OF STEAM GEN	\$ 862,688.00	\$ 74,051.00	\$ 914,191.00	\$ 4,331,523.00	\$ 5,229,641.00
2 FUEL HANDLG & CHEM ADD	5,666.41	2,287.41	2,771.69	24,177.50	20,315.05
3 TOTAL FUEL OPERATION	868,354.41	76,338.41	916,962.69	4,355,700.50	5,249,956.05
4 SUPV AND ENGINEERING	41,276.40	20,571.40	28,677.62	122,289.13	113,675.87
5 STEAM EXPENSES	247,822.24	36,656.24	219,543.82	1,019,823.53	902,613.51
6 ELECTRIC EXPENSES	196.49	(8,837.51)	115.05	2,654.95	1,960.23
7 MISC PROD. OPERATIONS	84,740.78	8,713.78	71,581.60	310,994.62	407,616.74
8 RENTS	.00	.00	.00	.00	24,391.29
9 ELEC USED ON STATION	111,892.44	(20,326.56)	90,168.86	500,664.12	382,237.69
10 TOTAL NON-FUEL OPER	485,928.35	36,777.35	410,086.95	1,956,426.35	1,832,495.33
11 TOTAL PROD OPERATION	1,354,282.76	113,115.76	1,327,049.64	6,312,126.85	7,082,451.38
PRODUCTION MAINTENANCE					
12 SUPV AND ENGINEERING	20,939.13	118.13	16,818.77	79,311.12	76,368.92
13 STRUCTURES	57,277.16	10,684.16	42,631.99	202,769.26	155,876.15
14 BOILER PLANT	197,268.11	106,408.11	101,854.38	651,256.15	489,288.20
15 ELECTRIC PLANT	2,168.51	(21,751.49)	48,935.73	(21,113.72)	102,162.15
16 MISC PLANT	15,071.56	(3,579.44)	13,149.73	68,585.43	69,743.08
17 TOTAL PROD MTC	292,724.47	91,879.47	223,390.60	980,808.24	893,438.50
18 TOTAL PRODUCTION EXP	\$ 1,647,007.23	\$ 204,995.23	\$ 1,550,440.24	\$ 7,292,935.09	\$ 7,975,889.88
19 TOTAL PROD EXCL LN 1	\$ 784,319.23	\$ 130,944.23	\$ 636,249.24	\$ 2,961,412.09	\$ 2,746,248.88
20 FUEL-STEAM STATISTICS	\$ 862,688.00	\$ 74,051.00	\$ 914,191.00	\$ 4,331,523.00	\$ 5,229,641.00
21 ADJUSTMENTS	.00	.00	.00	.00	.00
22	.00	.00	.00	.00	.00
23 FUEL COST OF STEAM GEN	\$ 862,688.00	\$ 74,051.00	\$ 914,191.00	\$ 4,331,523.00	\$ 5,229,641.00
24 KWH USED ON STATION	2,923,000	130,000	2,420,000	13,079,000	10,333,000
25 M LBS OF STEAM GEN	177,758	5,027	178,155	936,512	955,734
DOLLARS-M LBS OF STEAM					
26 FUEL	\$ 4.85	\$.29	\$ 5.13	\$ 4.63	\$ 5.47
27 FUEL HANDLING	.03	.01	.02	.03	.02
28 NON-FUEL OPERATION	2.73	.13	2.30	2.89	1.92
29 MAINTENANCE	1.63	.48	1.25	1.05	.94
30 TOTAL	\$ 9.26	\$.91	\$ 8.70	\$ 7.60	\$ 8.35

EXHIBIT 23
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REPORT 25
STEAM FUEL STATISTICS
PAGE 1

PAGE 3
PERIOD ENDING 12/31/83

	CURRENT MONTH				YEAR-TO-DATE			
	ACTUAL	BUDGET	OVER (UNDER) BUDGET	PRIOR YEAR	ACTUAL	BUDGET	OVER (UNDER) BUDGET	PRIOR YEAR
COST OF COAL	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
COST OF OIL								
COST OF GAS	477254	675671	(196432)	621745	4824704	5261811	(437107)	4726134
FUEL COST-STEAM GEN	\$ 477254	\$ 675671	\$ (196432)	\$ 621745	\$ 4824704	\$ 5261811	\$ (437107)	\$ 4726134
VARIATION-QUANTITY			\$ (157031)				\$ (164147)	
VARIATION-PRICE			162044				(745756)	
VARIATION-EFFICIENCY			24730				472796	
TOTAL VARIATION			\$ (196432)				\$ (437107)	
TONS OF COAL BURNED	0	0	0	0	0	0	0	0
BARRELS OF OIL BURNED								
MCF OF GAS BURNED	177587	242401	(42814)	176252	1776871	1300848	476023	1696124
MMBTU FIRED--COAL	0	0	0	0	0	0	0	0
MMBTU FIRED--OIL								
MMBTU FIRED--GAS	175575	242401	(46806)	185654	1737672	1643277	96393	1664785
MMBTU FIRED--STEAM	175575	242401	(46806)	185654	1737672	1643277	96393	1664785
AVG BTU PER LB OF COAL	0	0	0	0	0	0	0	0
AVG BTU PER GAL OF OIL								
AVG BTU PER CU FT GAS	780	1000	(220)	746	774	1263	(284)	782
AVG COST PER TON COAL	\$.000	\$.000	\$.000	\$.000	\$.000	\$.000	\$.000	\$.000
AVG COST PER BBL OIL	\$.000	\$.000	\$.000	\$.000	\$.000	\$.000	\$.000	\$.000
AVG COST PER MCF GAS	\$ 2.502	\$ 2.870	\$ (.367)	\$ 3.118	\$ 2.735	\$ 4.045	\$ (1.330)	\$ 2.786
C PER MMBTU--COAL	.00	.00	.00	.00	.00	.00	.00	.00
C PER MMBTU--OIL	.00	.00	.00	.00	.00	.00	.00	.00
C PER MMBTU--GAS	255.25	287.00	(31.75)	334.84	277.33	320.20	(42.87)	283.85
C PER MMBTU--FUEL	255.25	287.00	(31.75)	334.84	277.33	320.20	(42.87)	283.85
BTU PER LB OF STEAM	1768.804	1710.000	78.805	1510.438	1868.547	1707.444	161.103	1764.784
M LBS OF STEAM GENERATED	104344	141755	(32411)	122414	131013	160774	(29761)	940675
C PER MMBTU--FUEL-STEAM	255.2514	287.0001	(31.7487)	334.8445	277.3304	320.1480	(42.8176)	283.8544
MWH USED ON STATION	1304	1114	190	1174	11045	13127	(2082)	10343

EXHIBIT 23

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STEAM PLANT STATISTICS

PAGE 2

PERIOD ENDING 05/31/88

	3 MONTHS ENDED CURRENT MONTH			12 MONTHS ENDED CURRENT MONTH	
	CURRENT YEAR	OVER/UNDER BUDGET	PRIOR YEAR	CURRENT YEAR	PRIOR YEAR
COST OF COAL	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
COST OF OIL	1174734	(155463)	1560758	4824704	4726134
COST OF GAS					
FUEL COST--STEAM GEN	\$ 1174734	\$ (155463)	\$ 1560758	\$ 4824704	\$ 4726134
VARIATION--QUANTITY		\$ (101751)			
VARIATION--PRICE		(132279)			
VARIATION--EFFICIENCY		134262			
TOTAL VARIATION		\$ (155463)			
TONS OF COAL BURNED	0	0	0	0	0
BARRELS OF OIL BURNED	486282	22746	474400	1776871	1696129
MCF OF GAS BURNED					
MMBTU FIRED--COAL	0	0	0	0	0
MMBTU FIRED--OIL	476556	13070	460308	1739692	1664965
MMBTU FIRED--GAS					
MMBTU FIRED--STEAM	476556	13070	460308	1739692	1664965
AVG BTU PER LB OF COAL	0	0	0	0	0
AVG BTU PER GAL OF OIL	980	(20)	960	979	982
AVG BTU PER CU FT GAS					
AVG COST PER TON OF COAL	\$:000	\$:000	\$:000	\$:000	\$:000
AVG COST PER BBL OIL	\$ 2.416	\$ (1.454)	\$ 3.256	\$ 2.715	\$ 2.766
AVG COST PER MCF GAS					
C PER MMBTU--COAL	.00	.00	.00	.00	.00
C PER MMBTU--OIL	.00	.00	.00	.00	.00
C PER MMBTU--GAS	246.51	(40.47)	339.07	277.33	283.85
C PER MMBTU--FUEL	246.51	(40.47)	339.07	277.33	283.85
BTU PER LB OF STEAM	1402.851	1402.851	1402.851	1402.851	1402.851
M LBS OF STEAM GENERATED	250311	(20733)	281788	331013	340678
C PER MMBTU--FUEL-STEAM	246.506	(40.473)	339.062	277.330	283.854
MWH USED ON STATION	3232	(76)	2773	11045	10343

EXHIBIT 23
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KANSAS CITY POWER & LIGHT COMPANY
REPORT 255
STEAM FUEL STATISTICS
JUNE 1989

PAGE 1 OF 2

	CURRENT MONTH				YEAR-TO-DATE			
	ACTUAL	BUDGET	OVER(UNDER) BUDGET	PRIOR YEAR	ACTUAL	BUDGET	OVER(UNDER) BUDGET	PRIOR YEAR
GRAND AVENUE STEAM								
COST OF COAL	\$ 0	\$ 0	\$ 0	\$ 0	\$ 92819	\$ 0	\$ 92819	\$ 0
COST OF OIL	0	0	0	0	148490	0	148490	0
COST OF GAS	244351	221121	23230	303866	2250296	2392129	(141833)	2984786
FUEL COST--STEAM GEN	<u>\$ 244351</u>	<u>\$ 221121</u>	<u>\$ 23230</u>	<u>\$ 303866</u>	<u>\$ 2491605</u>	<u>\$ 2392129</u>	<u>\$ 99476</u>	<u>\$ 2984786</u>
TONS OF COAL BURNED	0	0	0	0	3823	0	3823	0
BARRELS OF OIL BURNED	0	0	0	0	6523	0	6523	0
MCF OF GAS BURNED	105926	82817	23109	122989	882526	895928	(13402)	981113
MMBTU FIRED--COAL	0	0	0	0	84733	0	84733	0
MMBTU FIRED--OIL	0	0	0	0	37891	0	37891	0
MMBTU FIRED--GAS	108998	82817	26181	120529	870066	895928	(25862)	959850
MMBTU FIRED--STEAM	<u>108998</u>	<u>82817</u>	<u>26181</u>	<u>120529</u>	<u>992690</u>	<u>895928</u>	<u>96762</u>	<u>959850</u>
AVG BTU PER LB OF COAL	0	0	0	0	11082	0	11082	0
AVG BTU PER GAL OF OIL	0	0	0	0	138306	0	138306	0
AVG BTU PER CU FT GAS	1029	1000	29	980	986	1000	(14)	978
AVG COST PER TON COAL	\$.000	\$.000	\$.000	\$.000	\$ 24.279	\$.000	\$ 24.279	\$.000
AVG COST PER BBL OIL	\$.000	\$.000	\$.000	\$.000	\$ 22.764	\$.000	\$ 22.764	\$.000
AVG COST PER MCF GAS	\$ 2.307	\$ 2.670	\$ (.363)	\$ 2.471	\$ 2.550	\$ 2.670	\$ (.120)	\$ 3.042
C PER MMBTU--COAL	.00	.00	.00	.00	109.54	.00	109.54	.00
C PER MMBTU--OIL	.00	.00	.00	.00	391.89	.00	391.89	.00
C PER MMBTU--GAS	224.18	267.00	(42.82)	252.11	250.64	267.00	(8.36)	310.96
C PER MMBTU--FUEL	224.18	267.00	(42.82)	252.11	251.00	267.00	(16.00)	310.96
BTU PER LB OF STEAM	2199.003	1710.000	489.004	2179.745	1824.530	1709.998	114.531	1782.177
M LBS OF STEAM GENERATED	49367	48431	1136	55293	544080	523935	20145	538481
C PER MMBTU--FUEL--STEAM	224.1793	266.9993	(42.8202)	252.1103	250.9953	267.0001	(16.0048)	310.9638
MMH USED ON STATION	823	921	(98)	618	7641	3354	2087	3607

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STEAM FUEL STATISTICS
JUNE 1989

PAGE 2 OF 2

GRAND AVENUE STEAM	3 MONTHS ENDED			12 MONTHS ENDED	
	CURRENT YEAR	OVER (UNDER) BUDGET	PRIOR YEAR	CURRENT YEAR	PRIOR YEAR
COST OF COAL	\$ 0	\$ 0	\$ 0	\$ 92819	\$ 0
COST OF OIL	0	0	0	148490	0
COST OF GAS	862688	74051	914191	4090214	5229641
FUEL COST-STEAM GEN	<u>\$ 862688</u>	<u>\$ 74051</u>	<u>\$ 914191</u>	<u>\$ 4331523</u>	<u>\$ 5229641</u>
TONS OF COAL BURNED	0	0	0	3823	0
BARRELS OF OIL BURNED	0	0	0	6523	0
MCF OF GAS BURNED	361772	66402	362666	1678284	1757041
MMBTU FIRED--COAL	0	0	0	84733	0
MMBTU FIRED--OIL	0	0	0	37891	0
MMBTU FIRED--GAS	359727	64357	355413	1649908	1721448
MMBTU FIRED--STEAM	<u>359727</u>	<u>64357</u>	<u>355413</u>	<u>1772532</u>	<u>1721448</u>
AVG BTU PER LB OF COAL	0	0	0	11082	0
AVG BTU PER GAL OF OIL	0	0	0	138306	0
AVG BTU PER CU FT GAS	994	(6)	980	983	980
AVG COST PER TON OF COAL	\$.000	\$.000	\$.000	\$ 24.279	\$.000
AVG COST PER BBL OIL	\$.000	\$.000	\$.000	\$ 22.764	\$.000
AVG COST PER MCF GAS	\$ 2.385	\$ (.285)	\$ 2.521	\$ 2.437	\$ 2.976
C PER MMBTU--COAL	.00	.00	.00	109.54	.00
C PER MMBTU--OIL	.00	.00	.00	391.89	.00
C PER MMBTU--GAS	239.82	(27.18)	257.22	247.91	303.79
C PER MMBTU--FUEL	239.82	(27.18)	257.22	244.37	303.79
BTU PER LB OF STEAM	2023.690	313.690	1994.963	1892.695	1801.179
M LBS OF STEAM GENERATED	177738	5027	178155	936512	955734
C PER MMBTU--FUEL-STEAM	239.8174	(27.1821)	257.2193	244.3692	301.7931
MMH USED ON STATION	2923	130	2420	13079	10133

EXHIBIT 24
STEAM REVENUES
REVENUES BILLED BY CUSTOMER
12 MONTHS ENDED JUNE, 1989

<u>CUSTOMER</u>	<u>ACCOUNT NUMBER</u>	<u>REVENUE</u>	<u>SUBTOTAL FOR MULTIPLE ACCOUNTS</u>
Allis Plaza Hotel	007-04005.02	\$ 376,460.62	
American Formal Wear	009-02600.0	3,693.02	
Anjon Corporation	007-01265.01	2,845.92	
Argyle Inv. Company	008-02406.0	29,814.55	
Athena Corporation	009-03490.01	1,770.92	
Baltimore Inn	009-03455.0	535.78	
Boatmen's	009-03150.0	28,952.28	
Cathedral Sq. Towers	007-01100.01	41,805.16	
Catholic Charities	007-01116.01	3,945.74	
CBC Investment	009-03425.0	87,032.12	
Chambers Building Partners	009-02800.01	42,649.80	
City Market Florist	005-00019.03	1,727.83	
City of KCMO	005-00040.03	391.62	
City of KCMO	005-00002.0	19,497.77	
City of KCMO	007-00950.0	148,437.18	
City of KCMO	007-01005.0	210,702.15	
City of KCMO	008-04139.0	18,290.40	
City of KCMO	008-04150.0	56,626.41	
City of KCMO	008-04140.0	83,873.85	\$ 537,819.38
Conrads Restaurant	008-02345.00	413.06	
Continental Tower Building	008-02555.0	21,275.98	
D.S.T. Inc.	009-03430.0	45,746.34	
Denson One Hour Optical	008-01901.0	1,787.90	
Dillard's Dept. Store	009-03405.0	52,535.99	
Downtown Properties	008-02545.04	8,206.24	
Downtown Investors	007-00868.0	210,698.46	
Downtown Investors	007-01320.01	53,945.76	264,644.22
East-West Bryant Ltd.	008-02140.04	55,092.59	
Executive Plaza Office	009-03475.0	13,708.77	
Federal Reserve Bank	008-01706.0	56,638.24	
Federal Reserve Bank	008-01708.0	37,212.77	
Federal Reserve Bank	008-01705.0	6,373.42	100,224.43

<u>CUSTOMER</u>	<u>ACCOUNT NUMBER</u>	<u>REVENUE</u>	<u>SUBTOTAL FOR MULTIPLE ACCOUNTS</u>
Finance Building Assoc.	009-03435.0	14,023.01	
Financial Assurance	007-01155.0	3,898.33	
First National Bank	009-03440.0	50,501.93	
First Federal Savings	009-03330.0	10,700.99	
Folger Coffee Company	007-04065.0	116,441.55	
Follies Theater	007-01120.0	12,965.27	
Four Kings Inc.	009-03410.0	1,018.96	
Gailoyd Enterprises	007-00900.0	43,274.87	
Gart Brothers	008-04142.0	47,440.89	
Gate City Building Ltd.	008-02105.06	9,496.77	
General Services Admin.	008-04160.0	101,150.21	
General Services Admin.	008-04145.0	462,781.01	
General Services Admin.	009-03270.0	108,766.78	672,698.00
Gepford, L.	008-02405.01	2,395.48	
Goldsmith Properties	007-01270.03	16,215.31	
Graphix Plus	008-02590.03	4,028.63	
Harriman Mgmt. Invest.	009-03103.01	2,122.20	
Heimann, Jeffrey	005-00010.01	980.24	
Heimann, Jeffrey	005-00010.02	895.28	1,875.52
Henry G. Nelkin Trust	007-00862.0	13,710.48	
Home Savings Building	008-02340.0	68,705.93	
Housing Authority of KC	008-04155.03	31,551.02	
Immaculate Conception	007-01115.0	13,408.96	
Jac-Bilt Corporation	007-01300.0	7,939.88	
Jackson Co. Office Building	008-04141.0	270,516.70	
Jackson County	008-04146.0	97,975.60	
Jackson County	008-04148.0	21,938.45	119,914.05
Jays Truck Driver	007-01275.04	2,188.01	
John A. Marshall Company	009-03460.0	2,696.73	
K.C. Fruit & Veg. Co.	005-00012.02	875.33	
KC Club	007-04015.02	101,693.04	
KC Southern Industries	007-01140.02	39,960.44	
KC Hotel Assoc.	007-00955.00	44,328.87	

<u>CUSTOMER</u>	<u>ACCOUNT NUMBER</u>	<u>REVENUE</u>	<u>SUBTOTAL FOR MULTIPLE ACCOUNTS</u>
KCATA	009-03415.05	135.79	
Landmark Mortgage Company	007-01350.00	7,343.05	
Lane Blueprint	009-03450.0	5,678.64	
Lathrop M Partnership	008-02230.02	28,245.42	
Martec Pharmaceutical	007-01119.01	9,661.35	
Missouri State Office Building	008-04143.02	87,253.45	
Missouri Court of Appeals	008-01750.01	8,203.13	
Missouri State Division of Employment Security	009-02605.00	20,201.62	
Missouri State Division of Employment Security	009-02606.00	766.75	20,968.37
Moore & Kessinger Company	008-02580.00	5,969.43	
National Letter Carriers	007-01315.03	6,404.38	
National Equipment	007-01250.00	2,273.57	
New York-Kansas Building	008-02150.06	53,936.54	
Oscro Drugs	009-03420.0	4,973.48	
Pickett, William	008-02388.05	10,353.93	
Pickett, William	008-02385.05	7,002.62	17,356.55
Powell, Richardson K.	009-03465.0	11,087.00	
Quick Print	009-03140.03	1,966.01	
Radisson Suites	007-00880.00	4,315.15	
Radisson Suites	007-00877.01	24,826.06	29,141.21
Rothenberg & Schloss	007-01230.00	17,946.54	
* Safety Federal Savings	008-01710.00	14,699.09	
Seidens Furs Inc.	007-01220.0	540.10	
Sentinal Federal Savings	009-03380.01	13,634.76	
Southern Dev. Co.	007-00875.00	7,068.02	
Southern Dev. Co.	007-00874.00	40,014.98	47,083.00
Southwestern Bell	008-02180.00	12,207.10	
Southwestern Bell	008-04138.01	185,556.00	197,763.10
Stanley Sargent	009-02630.01	5,464.61	
Stanley, Don	008-02210.0	2,643.57	
Terzis Inc., dba Buffalo	008-02380.01	1,806.79	

<u>CUSTOMER</u>	<u>ACCOUNT NUMBER</u>	<u>REVENUE</u>	<u>SUBTOTAL FOR MULTIPLE ACCOUNTS</u>
Tower Properties	009-03130.0	201.16	
Traders Bank Venture	008-02090.04	61,919.34	
Trans World Airlines	007-00885.00	6,663.06	
Uhlmann Company	007-01330.00	2,242.18	
United Missouri Bank	009-03345.02	29,545.58	
United Missouri Bank	008-01710.01	0.00	
United Missouri Bank	009-03340.02	6,150.98	
United Missouri Bank	008-02360.02	46,143.55	
United Missouri Bank	008-02365.0	46,691.35	
United Missouri Bank	008-00265.01	0.00	
United Missouri Bank	008-02370.0	7,203.68	135,735.14
University Club of K.C.	009-03445.0	18,078.81	
Upsher Labs	009-02650.01	8,179.84	
Weyerberg, Grace	008-02460.03	3,996.72	
 TOTAL		 <u>\$4,228,470.97</u>	

*indicates account transferred to United Missouri Bank subsequent to June 30, 1989.

EXHIBIT 25

PROPERTY INSURANCE

Property insurance in the amounts and subject to the deductibles as per the letter of KCPL dated September 11, 1989.

EXHIBIT 26
LEASE AGREEMENT

THIS LEASE is made this _____ day of _____, 19____, between Kansas City Power & Light Company ("Lessor"), a Missouri corporation, and Trigen-Kansas City District Energy Corporation ("Lessee"), a Delaware corporation.

LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the office space outlined in red ("Parcel 1") and the locker and shower facilities outlined in yellow ("Parcel 2") on attached Exhibit A, both of which are contained within the "Switchroom Addition," a building owned by the LESSOR, in the City of Kansas City, Jackson County, Missouri. Parcel 1 and Parcel 2 are collectively referred to as the "premises" herein. Parcel 1 shall contain _____ square feet and Parcel 2 shall contain _____ square feet. Lessee shall pay Lessor monthly rent on the premises at the rate of \$4.00 per square foot per annum. This Lease, which shall commence on the _____ day of _____, 19____, shall remain in full force and effect until terminated by either LESSOR or LESSEE upon twelve (12) months' written notice to the other party or as otherwise permitted under the terms of this Lease. The parties hereto acknowledge and agree that with respect to the right of LESSOR and LESSEE to terminate this Lease upon twelve (12) months' written notice to the other party, such right may be exercised at any time and from time to time with respect to either Parcel 1, Parcel 2, or both parcels, and that this Lease shall remain in full force and effect following the effective date of any such notice of termination as to that portion of the premises that is not subject to the notice of termination. The rent shall be due and payable on the first day of each and every month of the term hereof, and shall be delivered to LESSOR at 1330 Baltimore, Kansas City, Missouri.

1. **POSSESSION AT BEGINNING OF TERM.** LESSOR shall use due diligence to deliver possession of the premises to LESSEE as nearly as possible to the beginning of the term of this Lease, and rent shall abate pro rata for the period of any delay in so doing.

2. **ACCEPTANCE, MAINTENANCE, AND REPAIR.** LESSEE has inspected and knows the condition of the premises and accepts the same in their present condition. LESSEE shall take good care of the premises and the equipment and fixtures therein and shall keep the same in good working order and condition, subject to ordinary wear and tear and casualty loss. Upon expiration or termination of this Lease, LESSEE shall deliver the premises to LESSOR in the same condition as initially leased, reasonable wear and tear excepted.

3. **LESSOR'S RIGHT OF ENTRY.** LESSOR or LESSOR'S agent may enter the premises at reasonable hours to examine the same and to do anything LESSOR may be required to do hereunder or which LESSOR may deem necessary for the good of the premises or any building of which they are a part.

4. **MAINTENANCE AND REPAIR BY LESSOR.** LESSOR shall keep in repair, ordinary wear and tear excepted, the roof and exterior

walls in the building in which the premises are located, except as to damage arising from the willful acts or negligence of the LESSEE. LESSOR shall be under no obligation and shall not be liable for any failure to make any such repairs until and unless LESSEE notifies LESSOR, in writing, of the necessity therefor, in which event LESSOR shall have a reasonable time thereafter to make such repairs.

5. DAMAGE BY CASUALTY. In case, during the term created or previous thereto, the premises hereby let, or the building of which said premises are a part, shall be destroyed or shall be so damaged by fire or other casualty as to become untenable, then in such event, unless otherwise agreed by LESSOR and LESSEE, the term hereby created shall cease, and this Lease shall become null and void from the date of such damage or destruction and the LESSEE immediately shall surrender said premises and all interest therein to LESSOR, and LESSEE shall pay rent within said term only to the time of such surrender. If LESSOR and LESSEE mutually agree that the lease term shall not be so terminated, in such event, this Lease shall continue in full force and effect and the LESSOR shall repair the premises with all reasonable promptitude, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose may enter said premises and rent shall abate in proportion to the extent and duration of untenability.

6. ALTERATIONS. LESSEE shall not make any alterations or additions to the premises, without the prior written consent of the LESSOR, which shall not be unreasonably withheld.

7. UTILITIES AND SERVICES. LESSOR shall continue to furnish existing utility services to the premises, with the cost thereof to be allocated to and paid by LESSEE in such amount as determined appropriate by the Operating Committee appointed by the parties pursuant to the Easement Agreement of even date herewith.

8. PUBLIC REQUIREMENTS. LESSEE shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the use of the premises.

9. DEFAULT. LESSEE shall be deemed in default under this Lease in the event (i) LESSEE fails to pay rent within ten (10) days after LESSEE's receipt of written notice from LESSOR of LESSEE's failure to pay such sum when due; (ii) LESSEE fails to promptly and faithfully keep and perform each and every other covenant, condition, agreement, and obligation of this Lease on the part of LESSEE to be kept and performed for more than thirty (30) days after written notice of such failure shall have been given to LESSOR by LESSOR; or (iii) LESSEE shall abandon or vacate the premises during the term of this Lease. In the event of any such default, LESSOR may, at its option, exercise any rights available to LESSOR under applicable Missouri law. LESSEE agrees to quit and deliver up possession of the premises to the LESSOR when this Lease terminates for any reason.

10. WAIVER. The rights and remedies of either party under this lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of either party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

11. NOTICES. Any notice hereunder shall be sufficient if hand delivered or sent by registered or certified mail, addressed to the LESSEE at the premises, and to LESSOR where rent is payable.

12. SUBORDINATION. This Lease shall also be subject to and subordinate in law and equity to any existing or future mortgage placed by LESSOR upon the premises or the building of which the leased premises form a part.

13. SUCCESSORS. The provisions, covenants, and conditions of this Lease shall bind and inure to the benefit of the successors, and assigns of each of the parties hereto, except that no assignment or subletting by LESSEE without the written consent of LESSOR (which consent shall not be unreasonably withheld) shall vest any right in the assignee or sublessee of the LESSEE.

14. QUIET POSSESSION. LESSOR agrees that so long as LESSEE fully complies with all of the terms, covenants, and conditions herein contained on LESSEE'S part to be kept and performed, LESSEE shall and may peaceably and quietly have, hold, and enjoy the said premises for the term aforesaid. LESSOR, however, covenants and represents that LESSOR has full right, title, power, and authority to make, execute, and deliver this lease.

15. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by the LESSOR and the LESSEE after the date hereof.

IN WITNESS WHEREOF, the parties have cause this Agreement to be duly executed and their corporate seals to be affixed on the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY

By: _____
L. C. Rasmussen, Vice Chairman

ATTEST:

Secretary

**TRIGEN-KANSAS CITY DISTRICT ENERGY
CORPORATION**

By: Thomas R. Casten, President

ATTEST:

Secretary

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