

**SECOND AMENDMENT TO COOLING SERVICE AND
CITY EQUIPMENT LEASE AGREEMENT**

This Second Amendment to the Cooling Service /and City Equipment Lease Agreement (this “**Second Amendment**”) is made as [DATE] (the “**Second Amendment Effective Date**”), by and between **Vicinity Energy Missouri, Inc.** (f/k/a Trigen-Missouri Energy Corporation), having an address of 115 Grand Boulevard, (“**Vicinity**”) and the **City of Kansas City, Missouri** (“**City**”).

WHEREAS, Vicinity and the City entered into that certain Cooling Service and City Equipment Lease Agreement, dated as of April 3, 1997 (the “**Original Agreement**”), whereby Vicinity sold cooling services to the City and leased certain production equipment located in and on the City’s buildings; and

WHEREAS, Vicinity and the City amended certain provisions of the Original Agreement due to additional equipment required for the West Loop (Convention Center) Expansion, in that certain First Amendment to the Cooling Service and City Equipment Lease, dated April 14, 2006 (the “**First Amendment**”); and

WHEREAS, the Original Equipment is beyond its reasonable life, and, therefore, Vicinity and the City wish to extend the operational life of the Original Equipment, to lengthen its emergency use potential, to increase cooling system reliability, and to assist the City in avoiding future capital costs by reducing the use of the Original Equipment and placing it in layup; and

WHEREAS, Vicinity and the City wish to amend certain provisions of the Original Agreement, as amended; and

NOW, THEREFORE, Vicinity and City agree as follows:

1. Defined Terms. Capitalized terms used in this Second Amendment which are defined in the Original Agreement and/or the First Amendment shall have the same meanings as defined therein, unless otherwise defined herein.
2. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Original Agreement, as amended by the First Amendment, shall remain in full force and effect.
3. Amendments and New Provisions. The parties hereby agree to amend the Original Agreement, as amended by the First Amendment, as follows:
 - A. All references to “Trigen” in the Original Agreement and First Amendment are hereby deleted and replaced with “Vicinity.”
 - B. Section 3, as amended by the First Amendment, is hereby deleted in its entirety and replaced by the following:

The term of this Agreement shall be for a period beginning on the date Vicinity commenced delivery of the Service to the City under the Original Date (the “**Operation Date**”) and ending on June 1, 2037. At least 120 days prior to the end of the initial term or each renewal term, Vicinity may offer Service to City for a ten (10) year renewal term by delivery Service and Rental Rate schedules applicable to said renewal period. This offer shall be deemed accepted and this Agreement automatically renewed at the new Service and Rental Rates unless within 90 days after receipt of such offer, City gives Vicinity written notice of non-renewal.

- C. Section 9(A), as amended by the First Amendment, is hereby deleted and replaced by the following:

As of the Effective Date of the Second Amendment, the Original Equipment is past the end of its reasonable life, and, therefore, Vicinity shall have obligation to only perform maintenance and repairs, including preventative maintenance, of said Original Equipment up to \$40,000 annually, such maintenance to include placing the Original Equipment in layup condition for emergency use only. Additional City Equipment added by the First Amendment is still subject to all other terms of Amendment One and Vicinity shall keep the Additional City Equipment added by the First Amendment in at least the condition it was in on, or as of, the Amended Operation Date, reasonable wear and tear excepted. The City shall in no event have additional future costs of capital, operation or maintenance of City Equipment under Vicinity’s operation or control. However, Vicinity shall be under no obligation to expend any sums to extend the life of any item of said Additional City Equipment added by the First Amendment beyond its expected level of performance given its age and level of historical use.”

- D. Section III of Exhibit B of the Original Agreement is hereby revised by adding the following:

At no cost to City, Vicinity install two heat exchangers as described on Exhibit F hereof which will integrate 2,400 tons of West Loop cooling with district chilled water to minimize normal use of the Original Equipment located at New Bartle Hall/Conference Center.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the date first written above:

VICINITY ENERGY MISSOURI, INC.

Name:
Title:

KANSAS CITY, MISSOURI, a Municipal Corporation of Missouri

Name:
Title:

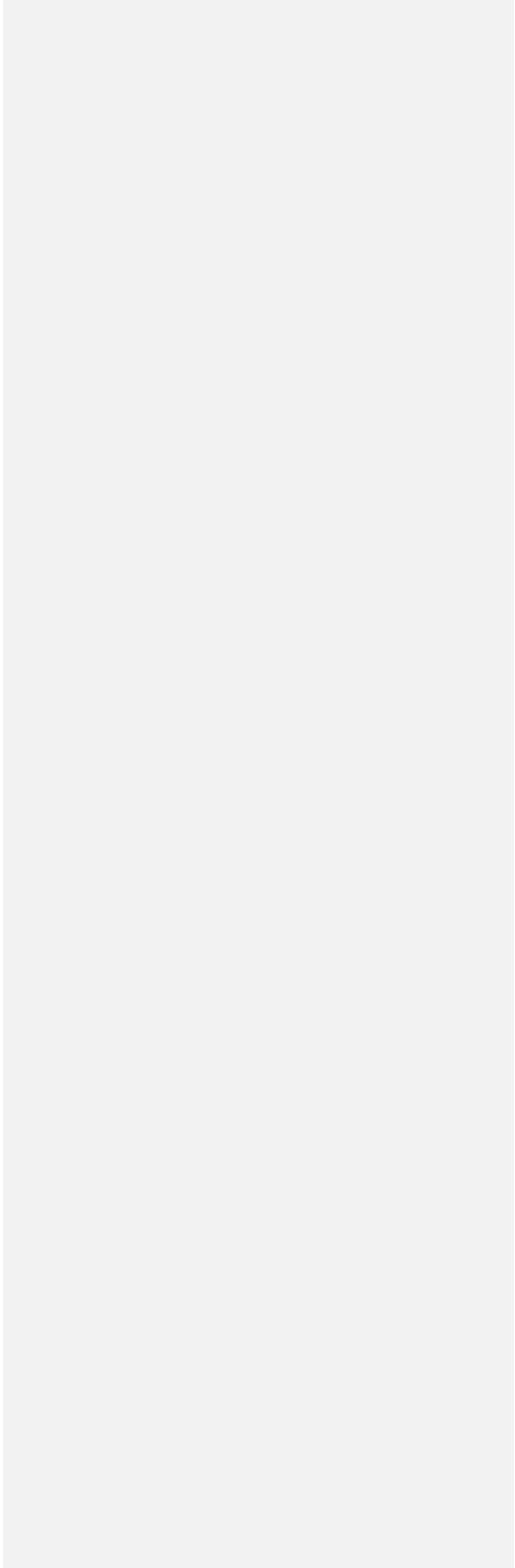


EXHIBIT F
ADDITIONAL VICINITY EQUIPMENT

- Two (2) 1200 Ton plate and frame heat exchangers and associated piping, piping specialties, controls, accessories, and housekeeping pads to achieve full operational use (Alfa-Laval Model: T35-PFG or equivalent). Equipment to serve City West Loop cooling system from Vicinity district cooling system.

Commented [L1]: Confirm: Scott said Vicinity would own the heat exchangers.