## DORSEY, GRAY, NORMENT & HOPGOOD ATTORNEYS-AT-LAW

318 SECOND STREET

HENDERSON, KENTUCKY 42420

JOHN DORSEY (1920-1986) STEPHEN D. GRAY WILLIAM B. NORMENT, JR. J. CHRISTOPHER HOPGOOD S. MADISON GRAY DAVIS L. HUNTER

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Mr. Jeff DeRouen Executive Director Public Service Commission 211 Sower Boulevard Frankfort, Kentucky 40601 Act. 27, 2015

OCT 28 2015

TELEPHONE

(270) 826-3965

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(270) 826-6672

www.dkgnlaw.com

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PUBLIC SERVICE COMMISSION

Re: Kenergy Case No. 2015-005 [9]

Dear Mr. DeRouen:

Pursuant to the directives in the Commission's order dated August 11, 2015, the actual amount of the loan from CFC is \$27,814,873 or \$21 less than that which was approved in the order. The savings from the refinance did not change appreciatively and is as was stated in the application.

Three (3) copies of the CFC loan documents are enclosed.

Your assistance in this matter is appreciated.

Very truly yours,

DORSEY, GRAY, NORMENT & HOPGOOD

By

J. Christopher Hopgood Counsel for Kenergy Corp.

JCH/cds Encls. COPY/w/o/encls.:

Mr. Jeff Hohn, Kenergy Mr. Steve Thompson, Kenergy

#### DORSEY, GRAY, NORMENT & HOPGOOD

ATTORNEYS-AT-LAW 318 SECOND STREET HENDERSON, KENTUCKY 42420

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September 14, 2015

DAVIS L. HUNTER

JOHN DORSEY (1920-1986)

J. CHRISTOPHER HOPGOOD S. MADISON GRAY

STEPHEN D. GRAY WILLIAM B. NORMENT, JR.

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NRUCFC Attn: Legal Assistant 20701 Cooperative Way Dulles, VA 20166

> Re Kenergy Corp. KY065-A-9014

RECEIVED OCT 28 2015 PUBLIC SERVICE COMMISSION

Dear Sir/Madam:

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I am counsel to Kenergy Corp. ("Kenergy").

Enclosed you will find:

1. A copy of the Kentucky Public Service Commission's Order approving the subject financing.

2. Both original counterparts of the Loan Agreement fully executed by Kenergy.

- 3. My original opinion of counsel.
- 4. A copy of each notice of refinancing of notes.
- 5. The certificate of resolutions and incumbency.

6. A copy of the Kentucky Secretary of State's acknowledgment of the filing of the UCC-1 Financing Statement.

In addition, Ranyer Bravo had asked for copies of Supplemental Mortgage dated August 18, 2004; Supplemental Mortgage dated September 1, 2005; Supplemental Mortgage dated November 3, 2008 and Supplemental Mortgage dated June 21, 2010.

In addition, we noted some typographical errors on the spreadsheet of historical recordings in each county. The October 6, 2004, mortgage in Webster County, Kentucky was

Page Two September 14, 2015

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recorded on October 8, 2004 and is at page "733" not "233" as currently stated. The January 15, 2009, mortgage in Livingston County is at page "326, not page "236."

Please notify me at once if there are any irregularities in what is enclosed.

We appreciate the patience and cooperation of your office in working with our firm and Kenergy.

Respectfully, J. Christopher Hope

## COMMONWEALTH OF KENTUCKY

## BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

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APPLICATION OF KENERGY CORP. FOR AUTHORIZATION TO BORROW \$27,814,894 FROM CFC AND EXECUTE NECESSARY NOTES AND TO PREPAY RURAL UTILITIES SERVICE TREASURY NOTES OF THE SAME AMOUNT

CASE NO. 2015-00191

# <u>ORDER</u>

On June 19, 2015, Kenergy Corp. ("Kenergy") filed its application seeking Commission authority to execute a note to National Rural Utilities Cooperative Finance Corporation ("CFC") in an amount up to \$27,814,894.<sup>1</sup> Kenergy intends to use the proceeds from the CFC loan to refinance and discharge part of its indebtedness to the Rural Utilities Service ("RUS"). Due to the lower interest rates offered by CFC, Kenergy projects a lifetime cash flow savings of approximately \$6,731,398<sup>2</sup> over the life of the loan by refinancing \$27,814,894.

As of April 30, 2015, Kenergy's outstanding balance of RUS debt was \$111,492,438.65.<sup>3</sup> The outstanding RUS balance consists of debt with interest rates varying from 0 to 5.125 percent. Kenergy also has outstanding long-term debt with CFC and CoBank, ACB ("CoBank"). Its outstanding balance of CFC debt is \$968,699.86,

<sup>&</sup>lt;sup>1</sup> Application at numbered paragraph 7.

<sup>&</sup>lt;sup>2</sup> *Id.* at numbered paragraph 13.

<sup>&</sup>lt;sup>3</sup> Id., Exhibit 1, Attachment A.

with an interest rate of 2.20 percent.<sup>4</sup> Kenergy's outstanding balance of CoBank debt is \$19,811,041.15, with interest rates varying from 2.08 percent to 5.36 percent.<sup>5</sup>

Of its total outstanding RUS debt, Kenergy proposes to refinance 12 RUS loans in the aggregate amount of \$27,814,894, with interest rates varying from 4.47 percent to 5.13 percent under the CFC program.<sup>6</sup> The refinancing of the RUS secured debt is permitted by RUS under Article 11, Section 2.02, of the RUS Mortgage. CFC's offer to refinance the RUS notes at a fixed interest rate of 4.11 percent expires November 9, 2015.<sup>7</sup> In its application, Kenergy stated that the closing date was scheduled for October 2, 2015.<sup>8</sup> and to facilitate closing the new Ioan by that date, Kenergy has requested an order by September 25, 2015.<sup>9</sup> On August 7, 2015, Kenergy filed a notice informing the Commission that RUS had established a closing date of October 21, 2015.

Kenergy proposes to execute one note in conjunction with the borrowing from CFC at a fixed interest rate of 4.11 percent.<sup>10</sup> The new CFC note will be amortized for a period of 22.5 years,<sup>11</sup> and the principal repayment schedule will be slightly less than

<sup>4</sup> Id.

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<sup>5</sup> Id.

' See cover letter accompanying Kenergy's application.

<sup>8</sup> See Kenergy's Response to Commission Staff's Informal Conference Information Request. RUS has informed Kenergy that the first available closing date is approximately October 15, 2015.

<sup>9</sup> See cover letter accompanying Kenergy's application.

<sup>10</sup> Application at numbered paragraph 7.

<sup>11</sup> Kenergy's Response to Commission Staff's Initial Request for Information ("Staff's First Request"), Item 1.

<sup>&</sup>lt;sup>6</sup> Application, Exhibit 2, Attachment B at 2. In paragraph 8 of the application, Kenergy indicated that it expects the actual payoff to be very close to \$27,814,894.

the consolidated principal payments of the refinanced RUS notes.<sup>12</sup> The weighted average life of the new CFC note will be 12.56 years, which is slightly less than the weighted average remaining life of the RUS notes selected for refinancing of 14.69 years.<sup>13</sup> Kenergy provided a cash flow analysis which indicates it would save \$6,731,398 over the life of the proposed loan.<sup>14</sup> The net present value of the cash flow savings was provided as part of the analysis prepared by CFC for Kenergy. CFC determined that the fixed interest rate would result in a positive net present value cash flow of \$2,849,389 at an effective interest rate of 3.85 percent.<sup>15</sup>

The Commission has reviewed the proposed refinancing and finds Kenergy's proposal reasonable. Kenergy has determined that it can refinance a portion of its RUS debt at a lower effective interest rate and experience cash flow savings over the period of the loan. The Commission commends Kenergy for taking advantage of the financing alternatives available to it, thereby securing savings for itself and its member-consumers.

The final amounts of the RUS payoff and the new CFC loan will not be known until the refinancing transaction is finalized. Therefore, Kenergy should provide the Commission with the exact amount of the new CFC loan within ten days of finalizing the transaction. In addition, Kenergy should provide an updated version of Exhibit 2,

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<sup>&</sup>lt;sup>12</sup> Application, Exhibit 2, Attachment B at 3.

<sup>&</sup>lt;sup>13</sup> Kenergy's Response to Staff's First Request, Item 1.b.

<sup>&</sup>lt;sup>14</sup> Application, Exhibit 2, Attachment B at 3.

<sup>&</sup>lt;sup>15</sup> Kenergy's Response to Staff's First Request, Item 3.b.

Attachment B, page 3, of its application reflecting the cash flow analysis of the new CFC loan.

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The Commission, after consideration of the evidence of record and being sufficiently advised, finds that:

1. The loan from CFC is for lawful objects within the corporate purposes of Kenergy, is necessary and appropriate for and consistent with the proper performance by the utility of its service to the public, will not impair its ability to perform that service, is reasonable, necessary, and appropriate for such purposes, and should be approved.

2. Kenergy should execute its note as security for the proposed loan in the manner described in its application.

3. Within ten days of finalizing the refinancing transaction, Kenergy should notify the Commission in writing of the exact amount of the new CFC loan. Kenergy should include with the notice an updated version of Exhibit 2, Attachment B, page 3, of its application reflecting the savings based on the actual amount of the new CFC loan.

4. Within ten days of the execution of the new CFC loan documents, Kenergy should file with the Commission three copies of the loan documents.

5. The proceeds from the proposed loan should be used only for the lawful purposes set out in Kenergy's application.

6. The terms and conditions of the new CFC loan should be consistent with the CFC refinancing program as described in Kenergy's application.

IT IS THEREFORE ORDERED that:

1. Kenergy is authorized to borrow from CFC up to \$27,814,894, but no more than the total amount needed to pay off the RUS notes proposed to be refinanced as

-4-

identified in the application. The loan maturity date and interest rate shall be in accordance with the CFC refinancing program as described in Kenergy's application.

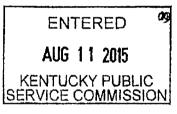
2. Kenergy shall execute the CFC loan documents as authorized herein.

3. Kenergy shall comply with all matters set out in Findings 3 through 6 as if they were individually so ordered.

4. Any documents filed in the future pursuant to Findings 3 and 4 herein shall reference this case number and shall be retained in the utility's general correspondence file.

Nothing contained herein shall be deemed a warranty or finding of value of securities or financing authorized herein on the part of the Commonwealth of Kentucky or any agency thereof.

By the Commission



ATTE **D**irector Exe

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Case No. 2015-00191

\*J. Christopher Hopgood Dorsey, Gray, Norment & Hopgood 318 Second Street Henderson, KENTUCKY 42420

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\*Kenergy Corp. 6402 Old Corydon Road P. O. Box 18 Henderson, KY 42419

\*Steve Thompson Vice President Finance Kenergy Corp. P.O. Box 1389 Owensboro, KENTUCKY 42302

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#### DORSEY, GRAY, NORMENT & HOPGOOD

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JOHN DORBEY (1920-1986) STEPHEN D. GRAY WILLIAM B. NORMENT, JR. J. CHRISTOPHER HOPGOOD 8. MADISON GRAY DAVIS L. HUNTER

TELEPHONE (270) 825-3965 TELEFAX (270) 826-6672 Www.dkgnlaw.com

September 9, 2015

National Rural Utilities Cooperative Finance Corporation 20701 Cooperative Way Dulles, Virginia 20166 Attn: General Counsel

> Re: KENERGY CORP. Loan Designation KY065-A-9014

Dear Madam:

I am counsel for KENERGY CORP., a corporation organized under the laws of the Commonwealth of Kentucky ("Borrower"), and render this opinion to you in connection with the loan of \$27,814,894.33, provided for in the Loan Agreement, dated as of September 8, 2015, made by and between the Borrower and National Rural Utilities Cooperative Finance Corporation ("CFC") (the "Loan Agreement").

I have examined such corporate records and proceedings of the Borrower, and such other documents as I have deemed necessary as a basis for the opinions hereinafter expressed.

I have also examined the following documents as executed and delivered:

(1) the Loan Agreement;

(2) the Secured Promissory Note ("Note"), dated as of September 8, 2015, in the principal amount of \$27,814,894.33, said Note payable to the order of CFC;

(3) the Restated Mortgage and Security Agreement, dated as of July 1, 2003, made by and among the Borrower, the United States of America, CoBank, ACB and CFC as it may have been supplemented, amended, consolidated or restated from time to time ("Mortgage"); and

(4) a UCC-1 Financing Statement as authorized by the Borrower and filed as described herein ("Financing Statement").

The Loan Agreement, the Note and the Mortgage are collectively referred to herein as the "Loan Documents."

I have also examined the records and files of all offices in which there might be recorded, filed or indexed evidence of the Borrower's title, and any liens of any nature whatsoever affecting the title,

to any real or personal property of the Borrower, other than easements or rights of way relating to the electric lines of the Borrower.

I have supervised, examined, or caused to be examined by competent and trustworthy persons, (i) the recordation of the Mortgages as mortgages of real property in the counties of Breckinridge, Hancock, Ohio, Daviess, McLean, Henderson, Union, Webster, Hopkins, Crittenden, Lyon, Caldwell, Muhlenberg and Livingston, in the State of Kentucky; and (ii) the filing of the Financing Statement with the Secretary of State of the Commonwealth of <u>Kentucky</u> and in such other locations necessary to provide CFC with a perfected lien on all of Borrower's Mortgaged Property (as defined in the Mortgage) to the extent set forth below. All taxes, recording and filing fees required to be paid in connection with the recording of the Mortgage and the filing of the Financing Statement have been paid.

Based upon the foregoing, I am of the opinion that:

(i) the Borrower is a duly organized, validly existing corporation and in good standing under the laws of the jurisdiction of its organization, and the Borrower has full corporate power (a) to execute and deliver the Loan Documents; (b) to perform all acts required to be done by it under the Loan Documents; and (c) to own, operate and maintain its properties and operate its business as conducted at the date of this opinion;

(ii) to the extent reasonably required for the maintenance and operation of its properties and business taken as a whole, the Borrower has complied with all requirements of the laws of all states in which it operates or does business and, to the extent reasonably required to enable the Borrower to engage in the business currently transacted by it, the Borrower holds all certificates, licenses, consents or approvals of governmental authorities required to be obtained on or prior to the date of this opinion;

(iii) the Loan Documents have been duly authorized, executed and delivered by the Borrower to CFC and constitute the valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, <u>provided</u>, <u>however</u>, that: (A) enforceability may be limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights; and (B) applicable law may limit or impose conditions upon the exercise of certain remedies included in the Loan Documents, but such limitations or conditions will not affect the validity of the Loan Documents, each of which contains adequate enforceable provisions for the practical realization of the substantive benefits purported to be afforded thereby;

(iv) the execution, delivery and performance by the Borrower of the Loan Documents, and the transactions contemplated thereby will not violate any provision of law, the articles of incorporation, or bylaws of the Borrower, or result in the breach of, or constitute a default under, any agreement, indenture or other instrument to which the Borrower is a party, or by which it may be bound, known to the undersigned;

v) all authorizations from regulatory bodies required in connection with the execution, delivery and performance of the Loan Documents, including, without limitation, the Federal Energy Regulatory Commission and/or the state public utility commission, if applicable, have been obtained and copies thereof are attached hereto;

(vi) I know of no legal proceedings pending or threatened against or affecting the Borrower or its property which, if adversely determined, would have a material adverse effect upon the business, operations or financial condition of the Borrower; and

(vii) the Mortgage and Financing Statement create a validly recorded, filed and perfected lien on, and security interest in, all of Borrower's real and personal property, including, without limitation, all such property of the Borrower acquired after the date of execution of the Mortgage, securing Borrower's obligations under the Note and the Loan Agreement subject and subordinate only to those liens and encumbrances expressly permitted by the Mortgage;<sup>[3]</sup> and

Although the parties have agreed that the Loan Agreement and the Note shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, if a court were to hold that the Loan Agreement is to be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, the Loan Agreement and the Note would under the laws of the Commonwealth of Kentucky, be legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, subject as to enforceability only to those qualifications referenced in proviso (iii), above.

Sincerely,

DORSEY, GRAY, NORMENT & HOPGOOD

By

J. Christopher Hopgood Counsel for Kenergy Corp.

JCH/cds



P.O. Box 18 • 6402 Old Corydon Road Henderson, Kentucky 42419-0018 (270) 826-3991 • FAX (270) 826-3999 (800) 844-4832

National Rural Utilities Cooperative Finance Corporation 20701 Cooperative Way Dulles, Virginia 20166

CoBank 5500 South Quebec Street Greenwood Village, Colorado 80111 Attention: Communications and Energy Banking Group

Rural Utilities Service United States Department of Agriculture Washington, DC 20250-1500

Date: September 8, 2015

Re: Notice of Refinancing or Refunding Notes

Ladies and Gentlemen:

This correspondence serves as notice to you under Section 2.02 of that certain Restated Mortgage and Security Agreement, dated as of July 1, 2003, among KENERGY CORP. (the "Cooperative"), National Rural Utilities Cooperative Finance Corporation ("CFC"), CoBank, ACB and the United States of America, acting through the Administrator of the Rural Utilities Service ("RUS") (the "Mortgage"). You are hereby notified that the Cooperative intends to refinance certain of its indebtedness with RUS and in connection therewith, will issue Additional Notes to CFC under and as defined in the Mortgage, in an amount not to exceed the lesser of \$27,814,894.33 and 105% of the then outstanding principal balance of the Note or Notes being refunded or refinanced. Under the terms of the Mortgage, these Notes will, upon issuance, be secured equally and ratably with all other Notes under the Mortgage.

Very truly yours,

BORROWER KENERGY CORP.

By: Robert S cehite

Robert S. White Board Chairman

## CERTIFICATE OF RESOLUTIONS AND INCUMBENCY

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I, BRENT WIGGINTON, do hereby certify that (i) I am the Secretary of KENERGY CORP. (hereinafter called the "Cooperative"); (ii) the following are true and correct copies of resolutions duly adopted by the board of directors of the Cooperative at a meeting held on August 11, 2015; (iii) the meeting was duly and regularly called and held in accordance with the articles and bylaws of the Cooperative; (iv) the Cooperative is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and there is no pending or contemplated proceeding for the merger, consolidation, sale of assets or business or dissolution of the Cooperative; (v) forms of the loan documents were submitted to the meeting and were authorized by the board of directors to be executed; (vi) none of the following resolutions has been rescinded or modified as of this date; and (vii) the persons authorized below have been duly elected or appointed to their respective positions and occupied such positions on the date of actual execution of the loan documents:

RESOLVED, that the Cooperative borrow from National Rural Utilities Cooperative Finance Corporation ("CFC"), from time to time as determined by the persons designated by the board of directors of the Cooperative, an aggregate amount not to exceed \$27,814,894.33, as set forth in the loan agreement with CFC governing such loan, substantially in the form of the loan agreement presented to this meeting (the "Loan Agreement");

RESOLVED, that the proceeds of this loan be used to refinance certain of the Cooperative's existing indebtedness with its other lenders;

RESOLVED, that the individuals listed below are hereby authorized to execute and deliver to CFC the following documents:

- (a) as many counterparts as shall be deemed advisable of the Loan Agreement;
- (b) one or more secured promissory notes payable to the order of CFC, which in the aggregate shall not exceed the principal amount of \$27,814,894.33, substantially in the form of the note(s) presented to this meeting; and
- (c) if required by CFC, an amended, restated or supplemental mortgage, security agreement and financing statement with CFC and the United States of America as mortgagees for purposes of securing the loan provided for herein, in such form as the individuals authorized herein may negotiate with CFC.

RESOLVED, that each of the following individuals is hereby authorized in the name and on behalf of the Cooperative to execute and to deliver all such other documents and instruments as may be necessary or appropriate, to make all payments, to execute any future amendments to said Loan Agreement as such individual may deem appropriate within the amount of the promissory notes so authorized herein and to do all such other acts as in the opinion of such authorized individual acting may be necessary or appropriate in order to carry out the purposes and intent of the foregoing resolutions:

Title or Office	Name (typed or printed)
Chairman	Robert S. White
Vice Chairman	William H. Reid
Secretary-Treasurer	Brent Wigginton

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Cooperative this  $3^{4^{-1}}$  day of September, 2015.

Buent hliggitan Secretary

# SECURED PROMISSORY NOTE

\$27,814,894.33

#### dated as of September 8, 2015

KENERGY CORP., a Kentucky corporation (the "Borrower"), for value received, hereby promises to pay, without setoff, deduction, recoupment or counterclaim, to the order of NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (the "Payee"), at its office in Dulles, Virginia or such other location as the Payee may designate to the Borrower, in lawful money of the United States, the principal sum of TWENTY SEVEN MILLION EIGHT HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED NINETY FOUR AND 33/100 U.S.DOLLARS (\$27,814,894.33), or such lesser sum of the aggregate unpaid principal amount of all advances made by the Payee pursuant to that certain Loan Agreement dated as of even date herewith between the Borrower and the Payee, as it may be amended from time to time (herein called the "Loan Agreement"), and to pay interest on all amounts remaining unpaid hereunder from the date of each advance in like money, at said office, at the rate and in amounts and payable on the dates provided in the Loan Agreement together with any other amount payable under the Loan Agreement. If not sooner paid, any balance of the principal amount and interest accrued thereon shall be due and payable twenty three (23) years and six (6) months from the date of the Loan Agreement (such date herein called the "Maturity Date") provided, however, that if such date is not a Payment Date (as defined in the Loan Agreement), then the Maturity Date shall be the Payment Date immediately preceding such date.

This Note is secured under a Restated Mortgage and Security Agreement, dated as of July 1, 2003, among the Borrower, the Payee, CoBank, ACB and the United States of America, as it may have been or shall be supplemented, amended, consolidated or restated from time to time ("Mortgage"). This Note is one of the Notes referred to in, and has been executed and delivered pursuant to, the Loan Agreement.

The principal hereof and interest accrued thereon and any other amount due under the Loan Agreement may be declared to be forthwith due and payable in the manner, upon the conditions, and with the effect provided in the Mortgage or the Loan Agreement.

The Borrower waives demand, presentment for payment, notice of dishonor, protest, notice of protest, and notice of non-payment of this Note.

IN WITNESS WHEREOF the Borrower has caused this Note to be signed in its corporate name and its corporate seal to be hereunto affixed and to be attested by its duly authorized officers, all as of the day and year first above written.

KENERGY CORP.

(SEAL)

Name: Robert Title: Board Chairman

Attes

Loan No. KY065-A-9014

CFC NOTE KY065-A-9014(SHANNOC) 200849-2

## LOAN AGREEMENT

LOAN AGREEMENT (this "Agreement") dated as of <u>September 8, 2015</u> between KENERGY CORP. ("Borrower"), a corporation organized and existing under the laws of the Commonwealth of Kentucky and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION ("CFC"), a cooperative association organized and existing under the laws of the District of Columbia.

#### RECITALS

WHEREAS, the Borrower has applied to CFC for a loan or a series of loans for the purpose of refinancing certain of its existing indebtedness, as more fully described on Schedule 1 hereto, and CFC is willing to make such a loan to the Borrower on the terms and conditions stated herein; and

WHEREAS, the Borrower has agreed to execute one or more secured promissory notes to evidence an indebtedness in the aggregate principal amount of the CFC Commitment (as hereinafter defined).

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree and bind themselves as follows:

## **ARTICLE I**

#### DEFINITIONS

Section 1.01 For purposes of this Agreement, the following capitalized terms shall have the following meanings (such definitions to be equally applicable to the singular and the plural form thereof). Capitalized terms that are not defined herein shall have the meanings as set forth in the Mortgage.

"Accounting Requirements" shall mean any system of accounts prescribed by a federal regulatory authority having jurisdiction over the Borrower (including but not limited to that prescribed by the financial and statistical report required by RUS, commonly known as the "RUS Form 7"), or in the absence thereof, the requirements of GAAP applicable to businesses similar to that of the Borrower.

"Advance" shall mean each advance of funds by CFC to the Borrower pursuant to the terms and conditions of this Agreement.

"Amortization Basis Date" shall mean the first calendar day of the month following the end of the Billing Cycle in which the Advance occurs, provided, however, that if the Advance is made on the first day of a Billing Cycle, and such day is a Business Day, then the Amortization Basis Date shall be the date of the Advance.

"Average DSC Ratio" shall mean the average of the Borrower's two highest annual DSC Ratios during the most recent three calendar years.

"Billing Cycle" shall mean any 3-month period ending on, and including, a Payment Date.

CFC LOANAG KY065-A-9014(SHANNOC) 200844-2 "Business Day" shall mean any day that both CFC and the depository institution CFC utilizes for funds transfers hereunder are open for business.

"CFC Commitment" shall have the meaning ascribed to it in Schedule 1.

"CFC Fixed Rate" shall mean (i) such fixed rate as is then available for loans similarly classified pursuant to CFC's policies and procedures then in effect, or (ii) such other fixed rate as may be agreed to by the parties and reflected on the written requisition for funds in the form attached as Exhibit A hereto.

"CFC Fixed Rate Term" shall mean the specific period of time that a CFC Fixed Rate is in effect for an Advance.

"CFC Variable Rate" shall mean (i) the rate established by CFC for variable interest rate long-term loans similarly classified pursuant to the long-term loan programs established by CFC from time to time, or (ii) such other variable rate as may be agreed to by the parties on the written requisition for funds in the form attached as Exhibit A hereto.

"CoBank" shall mean CoBank, ACB, a federally chartered instrumentality of the United States.

"Conversion Request" shall mean a written request to CFC from any duly authorized officer or other employee of the Borrower requesting an interest rate conversion available pursuant to the terms of this Agreement.

"Debt Service Coverage ("DSC") Ratio" shall mean the ratio determined as follows: for any calendar year add (i) Operating Margins, (ii) Non-Operating Margins-Interest, (iii) Interest Expense, (iv) Depreciation and Amortization Expense, and (v) cash received in respect of generation and transmission and other capital credits, and divide the sum so obtained by the sum of all payments of Principal and Interest Expense required to be made during such calendar year; <u>provided</u>, <u>however</u>, that in the event that any amount of Long-Term Debt has been refinanced during such year, the payments of Principal and Interest Expense required to be made during such year on account of such refinanced amount of Long-Term Debt shall be based (in lieu of actual payments required to be made on such refinanced amount of Long-Term Debt) upon the larger of (i) an annualization of the payments required to be made with respect to the refinancing debt during the portion of such year such refinancing debt is outstanding or (ii) the payment of Principal and Interest Expense required to be made or such refinancing debt.

"Default Rate" shall mean a rate per annum equal to the interest rate in effect for an Advance plus two hundred (200) basis points.

"Depreciation and Amortization Expense" shall mean an amount constituting the depreciation and amortization of the Borrower computed pursuant to Accounting Requirements.

"Distributions" shall mean, with respect to the Borrower, any dividend, patronage refund, patronage capital retirement or cash distribution to its members, or consumers (including but not limited to any general cancellation or abatement of charges for electric energy or services furnished by the Borrower). The term "Distribution" shall *not* include (a) a distribution by the

CFC LOANAG KY065-A-9014(SHANNOC) 200844-2

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Borrower to the estate of a deceased patron, (b) repayment by the Borrower of a membership fee upon termination of a membership, or (c) any rebate to a patron resulting from a cost abatement received by the Borrower, such as a reduction of wholesale power cost previously incurred.

"Draw Period" shall mean the period of beginning on the date hereof and ending on the date that is one year thereafter.

"Environmental Laws" shall mean all laws, rules and regulations promulgated by any Governmental Authority, with which the Borrower is required to comply, regarding the use, treatment, discharge, storage, management, handling, manufacture, generation, processing, recycling, distribution, transport, release of or exposure to any Hazardous Material.

"Equity" shall mean the aggregate of the Borrower's equities and margins computed pursuant to Accounting Requirements.

"Event of Default" shall have the meaning ascribed to it in Article VI hereof.

"GAAP" shall mean generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board.

"Governmental Authority" shall mean the government of the United States of America, any other nation or government, any state or other political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Hazardous Material" shall mean any (a) petroleum or petroleum products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, lead and radon gas, and (b) any other substance designated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law.

"Interest Expense" shall mean an amount constituting the interest expense with respect to Long-Term Debt of the Borrower computed pursuant to Accounting Requirements. In computing Interest Expense, there shall be added, to the extent not otherwise included, an amount equal to 33-1/3% of the excess of Restricted Rentals paid by the Borrower over 2% of the Borrower's Equity.

"Interest Rate Reset Date" shall mean, with respect to any Advance, the first day following the expiration of the CFC Fixed Rate Term for such Advance.

"LCTC Purchase Provisions" shall mean the specific conditions and covenants in any Prior Loan Document requiring the Borrower to purchase subordinated debt instruments issued by CFC that may be referred to in Prior Loan Documents as "LCTCs", "Loan Capital Term Certificates", "Capital Certificates", "Equity Certificates", "Subordinated Term Certificates" or instruments with other like designations.

"Lien" shall mean any statutory or common law consensual or non-consensual mortgage, pledge, security interest, encumbrance, lien, right of set off, claim or charge of any

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kind, including, without limitation, any conditional sale or other title retention transaction, any lease transaction in the nature thereof and any secured transaction under the Uniform Commercial Code.

"Loan Documents" shall mean this Agreement, the Note, the Mortgage and all other documents or instruments executed, delivered or executed and delivered by the Borrower and evidencing, securing, governing or otherwise pertaining to the loan made by CFC to the Borrower pursuant to this Agreement.

"Long-Term Debt" shall mean an amount constituting the long-term debt of the Borrower computed pursuant to Accounting Requirements.

"Make-Whole Premium" shall mean, with respect to any principal sum of a CFC Fixed Rate Advance paid prior to the expiration of the CFC Fixed Rate Term applicable thereto (the "Prepaid Principal Amount"), an amount calculated as set forth below. The Make-Whole Premium represents CFC's reinvestment loss resulting from making a fixed rate loan.

(1) Compute the amount of interest ("Loan Interest") that would have been due on the Prepaid Principal Amount at the applicable CFC Fixed Rate for the period from the prepayment date through the end of the CFC Fixed Rate Term (such period is hereinafter referred to as the "Remaining Term"), calculated on the basis of a 30-day month/360-day year, adjusted to include any amortization of principal in accordance with the amortization schedule that would have been in effect for the Prepaid Principal Amount.

(2) Compute the amount of interest ("Investment Interest") that would be earned on the Prepaid Principal Amount (adjusted to include any applicable amortization) if invested in a United States government security with a term equivalent to the Remaining Term, calculated on the basis of a 30-day month/360-day year. The yield used to determine the amount of Investment Interest shall be based upon United States government security yields dated no more than two Business Days prior to the prepayment date in Federal Reserve statistical release H.15 (519), under the caption "U.S. Government Security under said caption with a term equivalent to the Remaining Term, then the yield shall be determined by interpolating between the terms of whole years nearest to the Remaining Term.

(3) Subtract the amount of Investment Interest from the amount of Loan Interest. If the difference is zero or less, then the Make-Whole Premium is zero. If the difference is greater than zero, then the Make-Whole premium is a sum equal to the present value of the difference, applying as the present value discount a rate equal to the yield utilized to determine Investment Interest.

"Maturity Date" with respect to each Note shall have the meaning ascribed to it therein.

"Mortgage" shall have the meaning ascribed to it in Schedule 1 hereto.

"Mortgagee" shall mean each of CFC, RUS, and CoBank, and each other lender which shall hereafter become a mortgagee under the terms of the Mortgage.

"Mortgaged Property" shall have the meaning ascribed to it in the Mortgage.

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"Non-Operating Margins--Interest" shall mean the amount representing the interest component of non-operating margins of the Borrower computed pursuant to Accounting Requirements.

"Note" or "Notes" shall mean each secured promissory note, payable to the order of CFC, executed by the Borrower, dated as of even date herewith, pursuant to this Agreement as identified on Schedule 1 hereto, and shall include all substitute, amended or replacement promissory notes.

"Obligations" shall mean any and all liabilities, obligations or indebtedness owing by the Borrower to CFC, of any kind or description, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

"Operating Margins" shall mean the amount of patronage capital and operating margins of the Borrower computed pursuant to Accounting Requirements.

"Payment Date" shall mean the last day of each of the months referred to in Schedule 1.

"Permitted Encumbrances" shall have the meaning ascribed to it in the Mortgage.

"Person" shall mean natural persons, cooperatives, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, associations, companies, trusts or other organizations, irrespective of whether they are legal entities, and Governmental Authorities.

"Prepayment Administrative Fee" shall mean an amount equal to thirty three onehundredths of one percent (0.33%) of the amount being prepaid.

"Principal" shall mean the amount of principal billed on account of Long-Term Debt of the Borrower computed pursuant to Accounting Requirements.

"Prior Loan Documents" shall mean, collectively, all long term loan agreements entered into prior to the date hereof by and between CFC and the Borrower, and all promissory notes delivered pursuant thereto secured under the Mortgage, other than loan agreements and notes or bonds representing loans sold, transferred assigned or otherwise endorsed by CFC to a purchaser thereof.

"Restricted Rentals" shall mean all rentals required to be paid under finance leases and charged to income, exclusive of any amounts paid under any such lease (whether or not designated therein as rental or additional rental) for maintenance or repairs, insurance, taxes, assessments, water rates or similar charges. For the purpose of this definition the term "finance lease" shall mean any lease having a rental term (including the term for which such lease may be renewed or extended at the option of the lessee) in excess of three (3) years and covering property having an initial cost in excess of \$250,000 other than automobiles, trucks, trailers, other vehicles (including without limitation aircraft and ships), office, garage and warehouse space and office equipment (including without limitation computers).

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"RUS" shall mean the Rural Utilities Service, an agency of the United States Department of Agriculture, or if at any time after the execution of this Agreement RUS is not existing and performing the duties of administering a program of rural electrification as currently assigned to it, then the entity performing such duties at such time.

"Subsidiary" as to any Person, shall mean a corporation, partnership, limited partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Total Assets" shall mean an amount constituting the total assets of the Borrower computed pursuant to Accounting Requirements.

"Total Utility Plant" shall mean the amount constituting the total utility plant of the Borrower computed pursuant to Accounting Requirements.

### ARTICLE II

# **REPRESENTATIONS AND WARRANTIES**

Section 2.01 The Borrower represents and warrants to CFC that as of the date of this Agreement:

A. Good Standing. The Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, is duly qualified to do business and is in good standing in those states in which it is required to be qualified to conduct its business. The Borrower is a member in good standing of CFC.

**B.** Subsidiarles and Ownership. Schedule 1 hereto sets forth a complete and accurate list of the Subsidiaries of the Borrower showing the percentage of the Borrower's ownership of the outstanding stock, membership interests or partnership interests, as applicable, of each Subsidiary.

C. Authority; Validity. The Borrower has the power and authority to enter into this Agreement, the Note and the Mortgage; to make the borrowing hereunder; to execute and deliver all documents and instruments required hereunder and to incur and perform the obligations provided for herein, in the Note and in the Mortgage, all of which have been duly authorized by all necessary and proper action; and no consent or approval of any Person, including, as applicable and without limitation, members of the Borrower, which has not been obtained is required as a condition to the validity or enforceability hereof or thereof.

Each of this Agreement, the Note and the Mortgage is, and when fully executed and delivered will be, legal, valid and binding upon the Borrower and enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity.

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D. No Conflicting Agreements. The execution and delivery of the Loan Documents and performance by the Borrower of the obligations thereunder, and the transactions contemplated hereby or thereby, will not: (i) violate any provision of law, any order, rule or regulation of any court or other Governmental Authority, any award of any arbitrator, the articles of incorporation or by-laws of the Borrower, or any indenture, contract, agreement, mortgage, deed of trust or other instrument to which the Borrower is a party or by which it or any of its property is bound; or (ii) be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under, any such award, indenture, contract, agreement, mortgage, deed of trust or other instrument, or result in the creation or imposition of any Lien (other than contemplated hereby) upon any of the property or assets of the Borrower.

The Borrower is not in default of any of its obligations to RUS or, in any material respect, under any agreement or instrument to which it is a party or by which it is bound and no event or condition exists which constitutes a default, or with the giving of notice or lapse of time, or both, would constitute a default under any such agreement or instrument.

E. Taxes. The Borrower, and each of its Subsidiaries, has filed or caused to be filed all federal, state and local tax returns which are required to be filed and has paid or caused to be paid all federal, state and local taxes, assessments, and Governmental Authority charges and levies thereon, including interest and penalties to the extent that such taxes, assessments, and Governmental Authority charges and levies have become due, except for such taxes, assessments, assessments, and Governmental Authority charges and levies which the Borrower or any Subsidiary is contesting in good faith by appropriate proceedings for which adequate reserves have been set aside.

F. Licenses and Permits. The Borrower has duly obtained and now holds all licenses, permits, certifications, approvals and the like necessary to own and operate its property and business that are required by Governmental Authorities and each remains valid and in full force and effect.

G. Litigation. There are no outstanding judgments, suits, claims, actions or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower, its Subsidiaries or any of their respective properties which, if adversely determined, either individually or collectively, would have a material adverse effect upon the business, operations, prospects, assets, liabilities or financial condition of the Borrower or its Subsidiaries. The Borrower and its Subsidiaries are not, to the Borrower's knowledge, in default or violation with respect to any judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority which would have a material adverse effect upon the business, operations, prospects, assets, liabilities or financial condition of the Borrower or its Subsidiaries.

H. Financial Statements. The balance sheet of the Borrower as at the date identified in Schedule 1 hereto, the statement of operations of the Borrower for the period ending on said date, and the interim financial statements of the Borrower, all heretofore furnished to CFC, are complete and correct. Said balance sheet fairly presents the financial condition of the Borrower as at said date and said statement of operations fairly reflects its operations for the period ending on said date. The Borrower has no contingent obligations or extraordinary forward or long-term commitments except as specifically stated in said balance sheet or herein. There has been no material adverse change in the financial condition or

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operations of the Borrower from that set forth in said financial statements except changes disclosed in writing to CFC prior to the date hereof.

I. Borrower's Legal Status. Schedule 1 hereto accurately sets forth: (i) the Borrower's exact legal name, (ii) the Borrower's organizational type and jurisdiction of organization, (iii) the Borrower's organizational identification number or accurate statement that the Borrower has none, and (iv) the Borrower's place of business or, if more than one, its chief executive office as well as the Borrower's mailing address if different.

J. Required Approvals. No license, consent or approval of any Governmental Authority is required to enable the Borrower to enter into this Agreement, the Note and the Mortgage, or to perform any of its Obligations provided for in such documents, including without limitation (and if applicable), that of any state public utilities commission and any state public service commission, except as disclosed in Schedule 1 hereto, all of which the Borrower has obtained prior to the date hereof.

K. Compliance With Laws. The Borrower and each Subsidiary is in compliance, in all material respects, with all applicable requirements of law and all applicable rules and regulations of each Governmental Authority.

L Disclosure. To the Borrower's knowledge, information and belief, neither this Agreement nor any document, certificate or financial statement furnished to CFC by or on behalf of the Borrower in connection herewith (all such documents, certificates and financial statements, taken as a whole) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein and therein not misleading.

M. No Other Liens. As to property which is presently included in the description of Mortgaged Property, the Borrower has not, without the prior written approval of CFC, executed or authenticated any security agreement or mortgage, or filed or authorized any financing statement to be filed with respect to assets owned by it, other than security agreements, mortgages and financing statements in favor of any of the Mortgagees, except as disclosed in writing to CFC prior to the date hereof or relating to Permitted Encumbrances.

**N.** Environmental Matters. Except as to matters which individually or in the aggregate would not have a material adverse effect upon the business or financial condition of the Borrower or its Subsidiaries, (i) the Borrower is in compliance with all Environmental Laws (including, but not limited to, having any required permits and licenses), (ii) there have been no releases (other than releases remediated in compliance with Environmental Laws) from any underground or aboveground storage tanks (or piping associated therewith) that are or were present at the Mortgaged Property, (iii) the Borrower has not received written notice or claim of any violation of any Environmental Law, (iv) there is no pending investigation of Borrower in regard to any Environmental Law, and (v) to the best of the Borrower's knowledge, there has not been any release or contamination (other than releases or contamination remediated in compliance with Environmental Laws) more been any release or contamination (other than releases or contamination remediated in compliance with Environmental Laws) more been any release or contamination (other than releases or contamination remediated in compliance with Environmental Laws) resulting from the presence of Hazardous Materials on property owned, leased or operated by the Borrower.

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#### **ARTICLE III**

#### LOAN

Section 3.01 Advances. CFC agrees to make one or more Advances for the purpose of refinancing certain of Borrower's existing indebtedness, as more fully described on Schedule 1 hereto, in an aggregate principal amount not to exceed the CFC Commitment. The total amount of outstanding indebtedness evidenced by the Note shall not be greater than 105% of the then outstanding principal balance of the note or notes under the Mortgage being refunded or refinanced. The Borrower shall not request, and CFC shall have no obligation to advance, an amount greater than 105% of the then outstanding principal balance of the note or notes under the Mortgage being refunded or refinanced.

The Borrower shall give CFC written notice of the date on which each Advance is to be made. Advances shall be remitted by CFC directly to the lender whose indebtedness the Borrower is refinancing. Borrower shall provide CFC with wiring instructions and/or such other information as is necessary to remit funds pursuant hereto.

At the end of the Draw Period, CFC shall have no further obligation to make Advances. The obligation of the Borrower to repay the Advances shall be evidenced by one or more Notes.

Section 3.02 Interest Rate and Payment. Notes shall be payable and bear interest as follows:

# A. Payments; Maturity; Amortization.

(i) Each Note shall have a Maturity Date as set forth therein, *provided, however,* that if such date is not a Payment Date, then the Maturity Date shall be the Payment Date immediately preceding such date.

(ii) The principal amount of each Advance shall amortize over a period not to exceed twenty three (23) years and six (6) months from the date of such Advance according to the amortization method set forth in Schedule 1 hereto, *provided*, *however*, that such period shall not extend beyond the Maturity Date.

For each Advance, the Borrower shall promptly pay interest in the amount invoiced on each Payment Date until the first Payment Date of the Billing Cycle in which the Amortization Basis Date occurs. On such Payment Date, and on each Payment Date thereafter, the Borrower shall promptly pay interest and principal in the amounts involced. If not sooner paid, any amount due on account of the unpaid principal, interest accrued thereon and fees, if any, shall be due and payable on the Maturity Date. The amortization method for each Advance shall be as stated on Schedule 1 or, if not so stated, then as stated on the written requisition for such Advance submitted by the Borrower to CFC pursuant to the terms hereof.

(iii) CFC will involce the Borrower at least ten (10) days before each Payment Date, provided, however, that CFC's failure to send an invoice shall not constitute a waiver by CFC or be deemed to relieve the Borrower of its obligation to make payments as and when due as provided for herein.

CFC LOANAG KY085-A-9014(SHANNOC) 200844-2 (iv) No provision of this Agreement or of any Note shall require the payment, or permit the collection, of interest in excess of the highest rate permitted by applicable law.

(v) Notwithstanding anything to contrary contained herein, the weighted average life of a Note shall not be greater than the weighted average remaining life of the notes being refinanced with the proceeds of such Note.

B. Application of Payments. Each payment shall be applied to the Obligations as follows: (i) first, to any fees, costs, expenses or charges due other than interest or principal, (ii) second, to interest accrued and unpaid, and (iii) third, the balance, if any, to the outstanding principal balance.

C. Selection of Interest Rate and Interest Rate Computation. Prior to each Advance on a Note, the Borrower must select in writing either a CFC Fixed Rate or the CFC Variable Rate, as follows:

(i) <u>CFC Fixed Rate</u>. If the Borrower selects a CFC Fixed Rate for an Advance, then such rate shall be in effect for the CFC Fixed Rate Term selected by the Borrower. CFC shall provide the Borrower with at least sixty (60) days prior written or electronic notice of the Interest Rate Reset Date for such Advance. The Borrower may then select any available interest rate option for such Advance pursuant to CFC's policies of general application. The Advance shall bear interest according to the interest rate option so selected beginning on the Interest Rate Reset Date. If the Borrower does not select an interest rate in writing prior to the Interest Rate Reset Date, then beginning on the Interest Rate Reset Date the Advance shall bear interest at, the CFC Variable Rate. CFC agrees that its long-term loan policies will include a fixed interest rate option until the Maturity Date. For any Advance, the Borrower may not select a CFC Fixed Rate with a CFC Fixed Rate Term that extends beyond the Maturity Date. Interest on Advances bearing interest at a CFC Fixed Rate shall be computed for the actual number of days elapsed on the basis of a year of 365 days, until the first day of the Billing Cycle in which the Amortization Basis Date occurs; interest shall then be computed on the basis of a 30-day month and 360-day year.

(ii) <u>CFC Variable Rate</u>. If the Borrower selects the CFC Variable Rate for an Advance, then such CFC Variable Rate shall apply until the Maturity Date, unless the Borrower elects to convert to a CFC Fixed Rate pursuant to the terms hereof. Interest on Advances bearing interest at the CFC Variable Rate shall be computed for the actual number of days elapsed on the basis of a year of 365 days.

Section 3.03 Conversion of Interest Rates. The Borrower may at any time exercise any or all of the following interest rate conversion options by submitting a Conversion Request. The effective date of the interest rate conversion shall be determined by CFC pursuant to its policies of general application.

A. CFC Variable Rate to a CFC Fixed Rate. The Borrower may convert the interest rate on an outstanding Advance from the CFC Variable Rate to a CFC Fixed Rate without a fee. Upon such conversion, the new interest rate shall be the CFC Fixed Rate in effect on the date of the Conversion Request for the CFC Fixed Rate Term selected by the Borrower.

**B.** CFC Fixed Rate to CFC Variable Rate. The Borrower may convert the interest rate on an outstanding Advance from a CFC Fixed Rate to the CFC Variable Rate, provided that the Borrower promptly pays the invoiced amount for any applicable conversion fee calculated pursuant to CFC's long-term loan policies as established from time to time for similarly classified long-term loans. Upon such conversion, the new interest rate shall be the CFC Variable Rate in effect on the date of the Conversion Request.

C. A CFC Fixed Rate to Another CFC Fixed Rate. The Borrower may convert the interest rate on an outstanding Advance from a CFC Fixed Rate to a different CFC Fixed Rate by selecting a different CFC Fixed Rate Term, provided that the Borrower promptly pays the invoiced amount for any applicable conversion fee calculated pursuant to CFC's long-term loan policies as established from time to time for similarly classified long-term loans. Upon such conversion, the new interest rate shall be the CFC Fixed Rate in effect on the date of the Conversion Request for the new CFC Fixed Rate Term selected by the Borrower.

Section 3.04 Optional Prepayment. The Borrower may at any time, on not less than thirty (30) days prior written notice to CFC, prepay any Advance, in whole or in part. In the event the Borrower prepays all or any part of an Advance (regardless of the source of such prepayment and whether voluntary, by acceleration or otherwise), the Borrower shall pay any Prepayment Administrative Fee and/or Make-Whole Premium as CFC may prescribe pursuant to the terms of this Section 3.04. All prepayments shall be accompanied by payment of accrued and unpaid interest on the amount of and to the date of the repayment. All prepayments shall be applied (i) first to any fees, costs, expenses or charges due hereunder other than interest or principal, (ii) second, to the payment of accrued and unpaid interest, and (iii) third, the balance, if any, to the outstanding principal balance of the applicable Advance.

If the Advance bears interest at the CFC Variable Rate, then the Borrower may on any Business Day prepay the Advance or any portion thereof, provided that the Borrower pays together therewith the Prepayment Administrative Fee. If the Advance bears interest at a CFC Fixed Rate, then the Borrower may prepay the Advance on (a) the Business Day before an Interest Rate Reset Date, provided that the Borrower pays together therewith the Prepayment Administrative Fee, or (b) any other Business Day, provided that the Borrower pays together therewith the Prepayment Administrative Fee and any applicable Make-Whole Premium.

Section 3.05 Mandatory Prepayment. If there is a change in the Borrower's corporate structure (including without limitation by merger, consolidation, conversion or acquisition), then upon the effective date of such change, (a) the Borrower shall no longer have the ability to request, and CFC shall have no obligation to make, Advances hereunder and (b) the Borrower shall prepay the outstanding principal balance of all Obligations, together with any accrued but unpaid interest thereon, any unpaid costs or expenses provided for herein, and a prepayment premium as set forth in any agreement between the Borrower and CFC with respect to any such Obligation or, if not specified therein, as prescribed by CFC pursuant to its policies of general application in effect from time to time.

Notwithstanding the foregoing, if after giving effect to such change in the Borrower's corporate structure, Borrower, or its successor in interest, is engaged in the furnishing of electric utility services to its members and patrons for their use as ultimate consumers and is organized as a cooperative, nonprofit corporation, public utility district, municipality, or other public governmental body, Borrower shall retain the ability to request, and CFC shall retain the

obligation to make, Advances hereunder and no prepayment shall be required under this Section 3.05.

Section 3.06 Default Rate. If the Borrower defaults on its obligation to make a payment due hereunder by the applicable Payment Date, and such default continues for thirty days thereafter, then beginning on the thirty-first day after the Payment Date and for so long as such default continues, Advances shall bear interest at the Default Rate.

## **ARTICLE IV**

## CONDITIONS OF LENDING

Section 4.01 Conditions Precedent to Closing. The obligation of CFC to make Advances hereunder shall not become effective until the date on which the following conditions precedent have been satisfied:

**A.** Legal Matters. All legal matters incident to the consummation of the transactions hereby contemplated shall be satisfactory to counsel for CFC.

B. Representations and Warranties. The representations and warranties contained in Article II shall be true on the date hereof.

**C. Closing Deliverables.** CFC shall have been furnished with the following, in form and substance satisfactory to CFC:

(i) Documents. (a) the executed Loan Documents, (b) certified copies of all such organizational documents and proceedings of the Borrower authorizing the transactions hereby contemplated as CFC shall require, (c) an opinion of counsel for the Borrower addressing such legal matters as CFC shall reasonably require, and (d) all other such documents as CFC may reasonably request.

(ii) Government Approvals. True and correct copies of all certificates, authorizations, consents, permits and licenses from Governmental Authorities (including RUS) necessary for the execution or delivery of the Loan Documents or performance by the Borrower of the obligations thereunder.

D. Mortgage Recordation. The Mortgage (and any amendments, supplements or restatements as CFC may require from time to time) shall have been duly filed, recorded or indexed in all jurisdictions necessary (and in any other jurisdiction that CFC shall have reasonably requested) to provide CFC a Lien, subject to Permitted Encumbrances, on all of the Borrower's real property, all in accordance with all applicable laws, rules and regulations, and the Borrower shall have paid all applicable taxes, recording and filing fees and caused satisfactory evidence thereof to be furnished to CFC.

E. UCC FIlings. Uniform Commercial Code financing statements (and any continuation statements and other amendments thereto that CFC shall require from time to time) shall have been duly filed, recorded or indexed in all jurisdictions necessary (and in any other jurisdiction that CFC shall have reasonably requested) to provide CFC a perfected security interest, subject to Permitted Encumbrances, in the Mortgaged Property which may be perfected by the filing of a financing statement, all in accordance with all applicable laws, rules

and regulations, and the Borrower shall have paid all applicable taxes, recording and filing fees and caused satisfactory evidence thereof to be furnished to CFC.

F. Notlification of Refinancing. On or before the first Advance, Borrower shall have notified each Mortgagee of the refunding or refinancing contemplated herein, as required by Section 2.02 of the Mortgage, with such notice to be in form and substance satisfactory to CFC.

**G. Special Conditions of Closing.** CFC shall be fully satisfied that the Borrower has complied with all special conditions of closing identified in Schedule 1 hereto.

Section 4.02 Conditions to Advances. The obligation of CFC to make each Advance hereunder is additionally subject to satisfaction of the following conditions:

**A. Requisitions.** The Borrower will requisition each Advance by submitting its written requisition to CFC, in form and substance satisfactory to CFC. Requisitions for Advances shall be made only for the purposes set forth in Schedule 1 hereto.

**B.** Representations and Warranties; Default. The representations and warranties contained in Article II shall be true on the date of the making of each Advance hereunder with the same effect as though such representations and warranties had been made on such date; no Event of Default and no event which, with the lapse of time or the notice and lapse of time would become such an Event of Default, shall have occurred and be continuing or will have occurred after giving effect to each Advance on the books of the Borrower; there shall have occurred no material adverse change in the business or condition, financial or otherwise, of the Borrower; and nothing shall have occurred which in the opinion of CFC materially and adversely affects the Borrower's ability to perform its obligations hereunder.

C. Other Information. The Borrower shall have furnished such other information as CFC may reasonably require, including but not limited to (i) feasibility studies, cash flow projections, financial analyses and pro forma financial statements sufficient to demonstrate to CFC's reasonable satisfaction that after giving effect to the Advance requested, the Borrower shall continue to achieve the DSC ratio set forth in Section 5.01.A herein, to meet all of its debt service obligations, and otherwise to perform and to comply with all other covenants and conditions set forth in this Agreement, and (ii) any other information as CFC may reasonably request.

D. Special Conditions of Advances. CFC shall be fully satisfied that the Borrower has complied with all special conditions to advance identified in Schedule 1 hereto.

## **ARTICLE V**

## COVENANTS

Section 5.01 Affirmative Covenants. The Borrower covenants and agrees with CFC that until payment in full of all Notes and performance of all obligations of the Borrower hereunder:

A. Financial Ratios; Design of Rates. The Borrower shall achieve an Average DSC Ratio of not less than 1.35. The Borrower shall not decrease its rates for electric service if it has

CFC LOANAG KY065-A-9014(SHANNOC) 200844-2 failed to achieve a DSC Ratio of 1.35 for the calendar year prior to such reduction subject only to an order from a Governmental Authority properly exercising jurisdiction over the Borrower.

B. Loan Proceeds. The Borrower shall use the proceeds of this loan solely for the purposes identified on Schedule 1 hereto.

- C. Notice. The Borrower shall promptly notify CFC in writing of:
  - (i) any material adverse change in the business, operations, prospects, assets, liabilities or financial condition of the Borrower;
  - (ii) the institution or threat of any litigation or administrative proceeding of any nature involving the Borrower which could materially affect the business, operations, prospects, assets, liabilities or financial condition of the Borrower; and
  - (iii) the occurrence of an Event of Default hereunder, or any event that, with the giving of notice or lapse of time, or both, would constitute an Event of Default.

**D. Default Notices.** Upon receipt of any notices with respect to a default by the Borrower under the terms of any evidence of any indebtedness with parties other than CFC or of any loan agreement, mortgage or other agreement relating thereto, the Borrower shall deliver copies of such notice to CFC.

E. Annual Certificate. Within one hundred twenty (120) days after the close of each calendar year, commencing with the year in which the initial Advance hereunder shall have been made, the Borrower will deliver to CFC a written statement, in form and substance satisfactory to CFC, either (a) signed by the Borrower's General Manager or Chief Executive Officer, or (b) submitted electronically through means made available to the Borrower by CFC, stating that during such year, and that to the best of said person's knowledge, the Borrower has fulfilled all of its obligations under this Agreement, the Note, and the Mortgage throughout such year or, if there has been a default in the fulfillment of any such obligations, specifying each such default known to said person and the nature and status thereof. The Borrower shall also deliver to CFC such other information as CFC may reasonably request from time to time.

F. Reserved.

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**G. Financial Books; Financial Reports; Right of Inspection.** The Borrower will at all times keep, and safely preserve, proper books, records and accounts in which full and true entries will be made of all of the dealings, business and affairs of the Borrower, in accordance with Accounting Requirements. When requested by CFC, the Borrower will prepare and furnish CFC from time to time, periodic financial and statistical reports on its condition and operations. All of such reports shall be in such form and include such information as may be specified by CFC. Within one hundred twenty (120) days of the end of each calendar year during the term hereof, the Borrower shall furnish to CFC a full and complete report of its financial condition and statement of its operations as of the end of such calendar year, in form and substance satisfactory to CFC. In addition, within one hundred twenty (120) days of the end of each the Borrower's fiscal years during the term hereof, the Borrower shall furnish to CFC a full and complete consolidated and consolidating report of its financial condition and statement of its operations as of the end of such calendar year, in form and substance satisfactory to CFC. In addition, within one hundred twenty (120) days of the end of each the Borrower's fiscal years during the term hereof, the Borrower shall furnish to CFC a full and complete consolidated and consolidating report of its financial condition and statement of its operations as of the end the end of the end the end of the end the end the end the end t

such fiscal year, audited and certified by independent certified public accountants nationally recognized or otherwise satisfactory to CFC and accompanied by a report of such audit in form and substance satisfactory to CFC, including without limitation a consolidated and consolidating balance sheet and the related consolidated and consolidating statements of income and cash flow. CFC, through its representatives, shall at all times during reasonable business hours and upon prior notice have access to, and the right to inspect and make copies of, any or all books, records and accounts, and any or all invoices, contracts, leases, payrolls, canceled checks, statements and other documents and papers of every kind belonging to or in the possession of the Borrower or in any way pertaining to its property or business.

H. Notice of Additional Secured Debt. The Borrower will notify CFC promptly in writing if it incurs any additional secured indebtedness other than indebtedness to CFC.

i. Funds Requisition. The Borrower agrees (i) that CFC may rely conclusively upon the interest rate option, interest rate term and other written instructions submitted to CFC in the Borrower's written request for an Advance hereunder, (ii) that such instructions shall constitute a covenant under this Agreement to repay the Advance in accordance with such instructions, the applicable Note, the Mortgage and this Agreement, and (iii) to request Advances only for the purposes set forth in Schedule 1 hereto.

J. Compliance With Laws. The Borrower and each Subsidiary shall remain in compliance, in all material respects, with all applicable requirements of law and applicable rules and regulations of each Governmental Authority.

K. Taxes. The Borrower shall pay, or cause to be paid all taxes, assessments or Governmental Authority charges lawfully levied or imposed on or against it and its properties prior to the time they become delinquent, except for any taxes, assessments or charges that are being contested in good faith and with respect to which adequate reserves as determined in good faith by the Borrower have been established and are being maintained.

L Further Assurances. The Borrower shall execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), which may be required under any applicable law, rule or regulation, or which CFC may reasonably request, to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created thereby. The Borrower also agrees to provide to CFC, from time to time upon request, evidence reasonably satisfactory to CFC as to the perfection and priority of the Liens created or intended to be created to be created by the Loan Documents.

- M. Environmental Covenants. The Borrower shall:
  - (i) at its own cost, comply in all material respects with all applicable Environmental Laws, including, but not limited to, any required remediation; and
  - (ii) if it receives any written communication alleging the Borrower's violation of any Environmental Law, provide CFC with a copy thereof within ten (10) Business Days after receipt, and promptly take appropriate action to remedy, cure, defend, or otherwise affirmatively respond to the matter.

N. Limitations on Loans, Investments and Other Obligations. The aggregate amount of all purchases, investments, loans, guarantees, commitments and other obligations described in Section 5.02.D(i) of this Agreement shall at all times be less than fifteen percent (15%) of Total Utility Plant or fifty percent (50%) of Equity, whichever is greater.

O. Special Covenants. The Borrower agrees that it will comply with any special covenants identified in Schedule 1 hereto.

Section 5.02 Negative Covenants. The Borrower covenants and agrees with CFC that until payment in full of the Note and performance of all obligations of the Borrower hereunder, the Borrower will not, directly or indirectly, without CFC's prior written consent:

A. Limitations on Mergers. Consolidate with, merge, or sell all or substantially all of its business or assets, or enter into an agreement for such consolidation, merger or sale, to another entity or person unless such action is either approved, as is evidenced by the prior written consent of CFC, or the purchaser, successor or resulting corporation is or becomes a member in good standing of CFC and assumes the due and punctual payment of the Note and the due and punctual performance of the covenants contained in the Mortgage and this Agreement.

Β. Limitations on Sale, Lease or Transfer of Capital Assets; Application of Proceeds. Sell, lease or transfer (or enter into an agreement to sell, lease or transfer) any capital asset, except in accordance with this Section 5.02.B. If no Event of Default (and no event which with notice or lapse of time and notice would become an Event of Default) shall have occurred and be continuing, the Borrower may, without the prior written consent of CFC, sell, lease or transfer (or enter into an agreement to sell, lease or transfer) any capital asset in exchange for fair market value consideration paid to the Borrower if the value of such capital asset is less than five percent (5%) of Total Utility Plant and the aggregate value of capital assets sold, leased or transferred in any 12-month period is less than ten percent (10%) of Total Utility Plant. Subject to the terms of the Mortgage, if the Borrower does sell, lease or transfer any capital assets, then the proceeds thereof (less ordinary and reasonable expenses incident to such transaction) shall immediately (i) be applied as a prepayment of the Note, to such installments as may be designated by CFC at the time of any such prepayment; (ii) in the case of dispositions of equipment, material or scrap, applied to the purchase of other property useful in the Borrower's business, although not necessarily of the same kind as the property disposed of, which shall forthwith become subject to the Lien of the Mortgage; or (iii) applied to the acquisition or construction of other property or in reimbursement of the costs of such property.

C. Limitation on Dividends, Patronage Refunds and Other Distributions. Make any Distribution except under the following conditions:

(i) if (a) no Event of Default has occurred and is continuing and (b), after taking into account the effect of the Distribution, the total Equity of the Borrower will be at least twenty percent (20%) of its Total Assets, then the Borrower may make a Distribution in any amount.

(ii) if (a) no Event of Default has occurred and is continuing and (b), after taking into account the effect of the Distribution, the total Equity of the Borrower will be less than twenty percent (20%) of its Total Assets, then the Borrower may make a Distribution in

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an amount up to thirty percent (30%) of the Borrower's total margins for the preceding calendar year.

# D. Limitations on Loans, Investments and Other Obligations.

(i) (a) Purchase, or make any commitment to purchase, any stock, bonds, notes, debentures, or other securities or obligations of or beneficial interests in, (b) make, or enter into a commitment to make, any other investment, monetary or otherwise, in, (c) make, or enter into a commitment to make, any loan to, or (d) guarantee, assume, or otherwise become liable for, or enter into a commitment to guarantee, assume, or otherwise become liable for, any obligation of any Person if, after giving effect to such purchase, investment, loan, guarantee or commitment, the aggregate amount thereof would exceed the greater of fifteen percent (15%) of Total Utility Plant or fifty percent (50%) of Equity.

(ii) The following shall not be included in the limitation of purchases, investments, loans and guarantees in (i) above: (a) bonds, notes, debentures, stock, or other securities or obligations issued by or guaranteed by the United States or any agency or instrumentality thereof; (b) bonds, notes, debentures, stock, commercial paper, subordinated capital certificates, or any other security or obligation issued by CFC or by institutions whose senior unsecured debt obligations are rated by at least two nationally recognized rating organizations in either of their two highest categories; (c) investments incidental to loans made by CFC; (d) any deposit that is fully insured by the United States; (e) loans and grants made by any Governmental Authority to the Borrower under any rural economic development program, but only to the extent that such loans and grants are non-recourse to the Borrower; and (f) unretired patronage capital allocated to the Borrower by CFC, a cooperative from which the Borrower purchases electric power, or a statewide cooperative association of which the Borrower is a member.

(iii) In no event may the Borrower take any action pursuant to subsection (i) if an Event of Default under this Agreement has occurred and is continuing,

E. Organizational Change. Change its type of organization or other legal structure, except as permitted by Section 5.02.A hereof, in which case the Borrower shall provide at least thirty (30) days prior written notice to CFC together with all documentation reflecting such change as CFC may reasonably require.

F. Notice of Change in Borrower Information. Change its (i) state of incorporation, (ii) legal name, (iii) mailing address, or (iv) organizational identification number, if it has one, unless the Borrower provides written notice to CFC at least thirty (30) days prior to the effective date of any such change together with all documentation reflecting any such change as CFC may reasonably require.

## **ARTICLE VI**

## **EVENTS OF DEFAULT**

Section 6.01 The following shall be "Events of Default" under this Agreement:

A. Representations and Warranties. Any representation or warranty made by the Borrower herein, or in any of the other Loan Documents, or in any certificate or financial statement furnished to CFC hereunder or under any of the other Loan Documents shall prove to be false or misleading in any material respect.

**B. Payment.** The Borrower shall fail to pay (whether upon stated maturity, by acceleration, or otherwise) any principal, interest, premium (if any) or other amount payable under the Note and the Loan Documents within five (5) Business Days after the due date thereof.

C. Other Covenants.

(i) No Grace Period. Failure of the Borrower to observe or perform any covenant or agreement contained in Sections 5.01.A, 5.01.B, 5.01.D, 5.01.E, 5.01.G, 5.01.I, 5.01.N or 5.02 of this Agreement.

(ii) Thirty Day Grace Period. Failure of the Borrower to observe or perform any other covenant or agreement contained in this Agreement or any of the other Loan Documents, which shall remain unremedied for thirty (30) calendar days after written notice thereof shall have been given to the Borrower by CFC.

D. Legal Existence, Permits and Licenses. The Borrower shall forfeit or otherwise be deprived of (i) its authority to conduct business in the jurisdiction in which it is organized or in any other jurisdiction where such authority is required in order for the Borrower to conduct its business in such jurisdiction or (ii) permits, easements, consents or licenses required to carry on any material portion of its business.

E. Other CFC Obligations. The Borrower shall be in breach or default of any Obligation, which breach or default continues uncured beyond the expiration of any applicable grace period.

F. Other Obligations. The Borrower shall (i) fail to make any payment of any principal, premium or any other amount due or interest on any indebtedness with parties other than CFC which shall remain unpaid beyond the expiration of any applicable grace period, or (ii) be in breach or default with respect to any other term of any evidence of any other indebtedness with parties other than CFC or of any loan agreement, mortgage or other agreement relating thereto which breach or default continues uncured beyond the expiration of any applicable grace period, if the effect of such failure, default or breach is to cause the holder or holders of that indebtedness to cause that indebtedness to become or be declared due prior to its stated maturity (upon the giving or receiving of notice, lapse of time, both or otherwise).

G. Involuntary Bankruptcy. An involuntary case or other proceeding shall be commenced against the Borrower seeking liquidation, reorganization or other relief with respect to it or its debts under bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property and such involuntary case or other proceeding shall continue without dismissal or stay for a period of sixty (60) consecutive days; or an order for relief shall be entered against the Borrower under the federal bankruptcy laws or applicable state law as now or hereafter in effect.

H. Insolvency. The Borrower shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts

under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to, or be generally unable to, pay its debts as they become due, or shall take any action to authorize any of the foregoing.

I. Dissolution or Llquidation. Other than as provided in subsection H. above, the dissolution or liquidation of the Borrower, or failure by the Borrower promptly to forestall or remove any execution, garnishment or attachment of such consequence as will impair its ability to continue its business or fulfill its obligations and such execution, garnishment or attachment shall not be vacated within sixty (60) consecutive days. The term "dissolution or liquidation of the Borrower", as used in this subsection, shall not be construed to include the cessation of the Borrower", as used in this subsection, shall not be construed to include the cessation of the Borrower into or with another corporation following a transfer of all or substantially all its assets as an entirety, under the conditions set forth in Section 5.02.A.

J. Material Adverse Change. Any material adverse change in the business or condition, financial or otherwise, of the Borrower.

K. Monetary Judgment. The Borrower shall suffer any money judgment not covered by insurance, writ or warrant of attachment or similar process involving an amount in excess of \$100,000 and shall not discharge, vacate, bond or stay the same within a period of sixty (60) days.

L. Nonmonetary Judgment. One or more nonmonetary judgments or orders (including, without limitation, injunctions, writs or warrants of attachment, garnishment, execution, distraint, replevin or similar process) shall be rendered against the Borrower that, either individually or in the aggregate, could reasonably be expected to have a material adverse effect upon the business, operations, prospects, assets, liabilities or financial condition of the Borrower.

## **ARTICLE VII**

#### REMEDIES

Section 7.01 If any Event of Default shall occur after the date of this Agreement and shall not have been remedied within the applicable grace period therefor, then in every such event (other than an event described in Section 6.01.G, 6.01.H or 6.01.I) and at any time during the continuance of such event, CFC may:

- (i) Cease making Advances hereunder,
- (ii) Declare all unpaid principal outstanding on the Note, all accrued and unpaid interest thereon, and all other Obligations to be immediately due and payable and the same shall thereupon become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived;

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- (iii) Exercise rights of setoff or recoupment and apply any and all amounts held, or hereafter held, by CFC or owed to the Borrower or for the credit or account of the Borrower against any and all of the Obligations of the Borrower now or hereafter existing hereunder or under the Note, including, but not limited to, patronage capital allocations and retirements, money due to the Borrower from equity certificates purchased from CFC, and any membership or other fees that would otherwise be returned to the Borrower. The rights of CFC under this section are in addition to any other rights and remedies (including other rights of setoff or recoupment) which CFC may have. The Borrower waives all rights of setoff, deduction, recoupment or counterclaim;
- (iv) Pursue all rights and remedies available to CFC that are contemplated by the Mortgage and the other Loan Documents in the manner, upon the conditions, and with the effect provided in the Mortgage and the other Loan Documents, including, but not limited to, a suit for specific performance, injunctive relief or damages; and
- (v) Pursue any other rights and remedies available to CFC at law or in equity.

If any Event of Default described in Section 6.01.G, 6.01.H or 6.01.I shall occur after the date of this Agreement, then CFC's commitment to make Advances hereunder shall automatically terminate and the unpaid principal outstanding on the Note, all accrued and unpaid interest thereon, and all other Obligations shall thereupon become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived. In addition, CFC may pursue all rights and remedies available to CFC that are contemplated by the Mortgage and the other Loan Documents in the manner, upon the conditions, and with the effect provided in the Mortgage and the other Loan Documents, including, but not limited to, a suit for specific performance, injunctive relief or damages and any other rights and remedies available to CFC at law or in equity.

Nothing herein shall limit the right of CFC to pursue all rights and remedies available to a creditor following the occurrence of an Event of Default. Each right, power and remedy of CFC shall be cumulative and concurrent, and recourse to one or more rights or remedies shall not constitute a waiver of any other right, power or remedy.

## **ARTICLE VIII**

#### MISCELLANEOUS

Section 8.01 Notices. All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing (including, without limitation, by facsimile) and delivered to the intended recipient at the "Address for Notices" specified below; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. All such communications shall be deemed to have been duly given (i) when personally delivered including, without limitation, by overnight mail or courier service, (ii) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (iii) in the case of notice by facsimile, upon transmission thereof, provided such transmission is promptly confirmed by either of the methods set forth in clauses (i) or (ii) above in each case given or addressed as provided for herein. The Address for Notices of each of the respective parties is as follows:

The Borrower:

CFC:

The address set forth	National Rural Utilities Cooperative Finance Corporation
in Schedule 1 hereto.	20701 Cooperative Way
	Dulles, Virginia 20166
	Attention: General Counsel
	Fax # 866-230-5635

Section 8.02 Expenses. The Borrower shall reimburse CFC for any reasonable costs and out-of-pocket expenses paid or incurred by CFC (including, without limitation, reasonable fees and expenses of outside attorneys, paralegals and consultants) for all actions CFC takes, (a) to enforce the payment of any Obligation, to effect collection of any Mortgaged Property, or in preparation for such enforcement or collection, (b) to institute, maintain, preserve, enforce and foreclose on CFC's security interest in or Lien on any of the Mortgaged Property, whether through judicial proceedings or otherwise, (c) to restructure any of the Obligations, (d) to review, approve or grant any consents or waivers hereunder, (e) to prepare, negotiate, execute, deliver, review, amend or modify this Agreement, and (f) to prepare, negotiate, execute, deliver, review, amend or modify any other agreements, documents and instruments deemed necessary or appropriate by CFC in connection with any of the foregoing.

The amount of all such expenses identified in this Section 8.02 shall be secured by the Mortgage and shall be payable upon demand, and if not paid, shall accrue interest at the then prevailing CFC Variable Rate plus two hundred (200) basis points.

Section 8.03 Late Payments. If payment of any amount due hereunder or under the Notes is not received at CFC's office in Dulles, Virginia or such other location as CFC may designate to the Borrower within five (5) Business Days after the applicable due date thereof, the Borrower will pay to CFC, in addition to all other amounts due under the terms of the Loan Documents, any late payment charge as may be fixed by CFC from time to time pursuant to its policies of general application as in effect from time to time.

Section 8.04 Non-Business Day Payments. If any payment to be made by the Borrower hereunder shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing any interest in respect of such payment.

Section 8.05 Filing Fees. To the extent permitted by law, the Borrower agrees to pay all expenses of CFC (including the reasonable fees and expenses of its counsel) in connection with the filing, registration, recordation or perfection of the Mortgage and any other security instruments as may be required by CFC in connection with this Agreement, including, without limitation, all documentary stamps, recordation and transfer taxes and other costs and taxes incident to execution, filing, registration or recordation of any document or instrument in connection herewith. The Borrower agrees to save harmless and indemnify CFC from and against any liability resulting from the failure to pay any required documentary stamps, recordation and transfer taxes, recording costs, or any other expenses incurred by CFC in connection with this Agreement. The provisions of this subsection shall survive the execution

CFC LOANAG KY065-A-9014(SHANNOC) 200844-2 and delivery of this Agreement and the payment of all other amounts due under the Loan Documents.

Section 8.06 Walver; Modification. No failure on the part of CFC to exercise, and no delay in exercising, any right or power hereunder or under the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise by CFC of any right hereunder, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. No modification or waiver of any provision of this Agreement, the Note or the other Loan Documents and no consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing by the party granting such modification, waiver or consent, and then such modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

SECTION 8.07 GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

(A) THE PERFORMANCE AND CONSTRUCTION OF THIS AGREEMENT AND THE NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

(B) THE BORROWER HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES COURTS LOCATED IN VIRGINIA AND OF ANY STATE COURT SO LOCATED FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE BORROWER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTIONS THAT IT MAY NOW OR HEREAFTER HAVE TO THE ESTABLISHING OF THE VENUE OF ANY SUCH PROCEEDINGS BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(C) THE BORROWER AND CFC EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 8.08 INDEMNIFICATION. THE BORROWER HEREBY INDEMNIFIES AND AGREES TO HOLD HARMLESS, AND DEFEND CFC AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS AND REPRESENTATIVES (EACH AN "INDEMNITEE") FOR, FROM, AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COSTS AND EXPENSES OF LITIGATION AND REASONABLE ATTORNEYS' FEES) ARISING FROM ANY CLAIM OR DEMAND IN RESPECT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, THE MORTGAGED PROPERTY, OR THE TRANSACTIONS DESCRIBED IN THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ARISING AT ANY TIME, WHETHER BEFORE OR AFTER PAYMENT AND PERFORMANCE OF ALL OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS IN FULL, EXCEPTING ANY SUCH MATTERS ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CFC OR ANY INDEMNITEE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN SECTION 8.10 HEREOF, THE OBLIGATIONS IMPOSED UPON THE BORROWER BY THIS SECTION SHALL SURVIVE THE REPAYMENT OF THE NOTE, THE TERMINATION OF THIS AGREEMENT AND THE TERMINATION OR RELEASE OF THE LIEN OF THE MORTGAGE.

Section 8.09 Complete Agreement. This Agreement, together with the schedules to this Agreement, the Note and the other Loan Documents, and the other agreements and matters referred to herein or by their terms referring hereto, is intended by the parties as a final expression of their agreement and is intended as a complete statement of the terms and conditions of their agreement. In the event of any conflict in the terms and provisions of this Agreement and any other Loan Documents, the terms and provisions of this Agreement shall control.

Section 8.10 Survival; Successors and Assigns. All covenants, agreements, representations and warranties of the Borrower which are contained in this Agreement shall survive the execution and delivery to CFC of the Loan Documents and the making of the Loan hereunder and shall continue in full force and effect until all of the obligations under the Loan Documents have been paid in full. All covenants, agreements, representations and warranties of the Borrower which are contained in this Agreement shall inure to the benefit of the successors and assigns of CFC. The Borrower shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of CFC, except as provided in Section 5.02.A hereof.

Section 8.11 Use of Terms. The use of the singular herein shall also refer to the plural, and vice versa.

Section 8.12 Headings. The headings and sub-headings contained in this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

Section 8.13 Severability. If any term, provision or condition, or any part thereof, of this Agreement, the Note or the other Loan Documents shall for any reason be found or held invalid or unenforceable by any Governmental Authority or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement, the Note and the other Loan Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition nor any other term, provision or condition, and this Agreement, the Note and the other Loan Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

Section 8.14 Prior Loan Documents. It is understood and agreed that the covenants set forth in this Agreement under the Article entitled "COVENANTS" shall restate and supersede all of the covenants set forth in the corresponding Article or Articles of each Prior Loan Document dealing with covenants, regardless of the specific title or titles thereof, *except for* (a) the LCTC Purchase Provisions and (b) any special covenant or other specific term set forth on Schedule 1 to any Prior Loan Document, unless otherwise explicitly agreed to in writing by CFC, or superseded by explicit reference thereto in this Agreement. For purposes of the foregoing, this Section 8.14 shall be deemed to amend all Prior Loan Documents, and notwithstanding termination of this Agreement for any reason, this Section 8.14 shall nevertheless survive and shall continue to amend each Prior Loan Document for as long as the respective Prior Loan Document is in effect, but only with respect to the matters set forth in this Section 8.14.

Section 8.15 Binding Effect. This Agreement shall become effective when it shall have been executed by both the Borrower and CFC and thereafter shall be binding upon and inure to the benefit of the Borrower and CFC and their respective successors and assigns.

Section 8.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

Section 8.17 Rescission of Excess Commitment. Any amount of the CFC Commitment not required for the purpose set forth in Schedule 1 shall be rescinded by CFC and the CFC Commitment shall automatically be reduced by such amount without fee.

Section 8.18 Schedule 1. Schedule 1 attached hereto is an integral part of this Agreement.

[Signatures appear on the following page.]

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**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

KENERGY CORP.

(SEAL)

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By: Name: Robert s. White Title: Board Chairman

Attest: Junt Alignitan Secretary

> NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION

(SEAL)

By:

Assistant Secrètary-Treasurer

Attest:

Assistant Secretary-Treasurer

### SCHEDULE 1

- 1. The purpose of this loan is to refinance up to 105% of the outstanding principal balance of certain indebtedness of the Borrower to RUS.
- 2. The aggregate CFC Commitment is \$27,814,894.33.

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- 3. The Mortgage shall mean the Restated Mortgage and Security Agreement, dated as of July 1, 2003, among the Borrower, CFC, CoBank and RUS, as it may have been supplemented, amended, consolidated, or restated from time to time.
- 4. The Note executed pursuant hereto and the amortization method for such Note is as follows:

LOAN NUMBER	AMOUNT	AMORTIZATION METHOD
KY065-A-9014	\$27,814,894.33	Level Debt Service

- 5. The Payment Date months are February, May, August and November.
- 6. The Subsidiaries of the Borrower referred to in Section 2.01.B are: NONE.
- 7. The date of the Borrower's balance sheet referred to in Section 2.01.H is December 31, 2014.
- 8. The Borrower's exact legal name is: KENERGY CORP.
- 9. The Borrower's organizational type is: Corporation.
- 10. The Borrower is organized under the laws of the Commonwealth of: Kentucky.
- 11. The Borrower's organizational identification number is: 0471117.
- 12. The place of business or, if more than one, the chief executive office of the Borrower referred to in Section 2.01.1 is: 6402 Old Corydon Road, Henderson, KY 42419.
- 13. The Governmental Authority referred to in Section 2.01.J is: Kentucky Public Service Commission.
- 14. The special conditions of closing referred to in Section 4.01.G are as follows: None.
- 15. The special conditions of advance referred to in Section 4.02.D are as follows: None.
- 16. The special covenant(s) referred to in Section 5.01.O is (are) as follows: None.
- 17. The address for notices to the Borrower referred to in Section 8.01 is: P.O. Box 18, Henderson, KY 42419.

**EXHIBIT A** 



### Loan Funds Regulsition Statement Refinance of RUS Loans

Borrower Name:	
Date of Advance:	

Co-op ID: \_\_\_\_\_

Amount requested to prepay the following RUS loans:

Loan Designation and Account No.	Principal to be Paid	Interest to be Paid	Total Payment
	······································		
Total amount to be using d			
Total amount to be wired directly to RUS by CFC for Borrower			

### **Officer's Certification**

I hereby certify that as of the date below: (1) I am duly authorized to make this certification and to request funds on behalf of the Borrower (each such request, an "Advance") in accordance with the loan agreement governing the Advance (the "Loan Agreement"); (2) no Event of Default (as defined in the Loan Agreement) has occurred and is continuing; (3) I know of no other event that has occurred which, with the lapse of time and/or notification to CFC of such event, or after giving effect to the Advance, would become such an Event of Default; (4) all of the representations and warranties made in the Loan Agreement are true; (5) the Borrower has satisfied each other condition to the Advance as set forth in the Loan Agreement; and (6) the proceeds of the Advance will be used only for the purposes permitted by the Loan Agreement. I hereby authorize CFC to make Advances on the following terms, and hereby agree that such terms shall be binding upon Borrower under the provisions of the Loan Agreement:

Facility No.	Advance No.	Advance Amount	Advance Term (Years)	Loan Maturity	Amortization Type	Interest Rate	Rate Ter m	Rate Maturity	Principal Deferral (Years)	1st Prin Pymt Date
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Certified By: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

Please fax to CFC at 703.487.5652 ATTN: \_\_\_\_\_ (AVP)

CFC LOANAG KY085-A-9014(SHANNOC) 200844-2

OLLOW INSTRUCTIONS A. NAME & PHONE OF CONTACT AT FILER (optional)		Alison Lu	2788728-20. Indergan Grimes	01
B. E-MAIL CONTACT AT FILER (optional)		File Date Status	Secretary of State 9/14/2015 4:30:0 Active	0 PM
C. SEND ACKNOWLEDGMENT TO: (Name and Address)		Fee Filer	\$10.00 mmullins	
NRUCFC ATTN: LEGAL ASSISTANT 20701 COOPERATIVE WAY DULLES, VA 20166				
			OR FILING OFFICE USE	
. DEBTOR'S NAME: Provide only <u>one</u> Debtor name (1a or 1b) (u name will not fit in line 1b. leave all of item 1 blank, check here	ise exact, full name; do not omit, modify, or abbrevi	ate any part of the Debto	r's name). If any part of the in	dividual D
R 16 INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIC	NAL NAME(S)/INITIAL(S)	SUFFIX
TE INDIVIDUAL'S SURNAME c. MAILING ADDRESS	FIRST PERSONAL NAME CITY HENDERSON	ADDITIO STATE KY	POSTAL CODE	
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To INDIVIDUAL'S SURNAME      MAILING ADDRESS      P.O. Box 18      DEBTOR'S NAME: Provide only <u>one</u> Debtor name (2a or 2b) (u name will not fil in the 2b, leave all of item 2 blank, check here      Za. ORGANIZATION'S NAME      Zb. INDIVIDUAL'S SURNAME      MAILING ADDRESS	CITY HENDERSON se exact, full name; do not omit, modify, or abbrevil and provide the Individual Dabtor Information in its FIRST PERSONAL NAME CITY	state any part of the Debito em 10 of the Financing S ADDITIC STATE	POSTAL CODE 42419 ra name): if any part of the in latemant Addandum (Form U NAL NAME(S)/INITIAL(S) POSTAL CODE	COUNT USA dividual De CC1Ad)
R to INDIVIDUAL'S SURNAME C. MAILING ADDRESS P.O. Box 18 DEBTOR'S NAME: Provide only <u>one</u> Debtor name (2a or 2b) (u name with not fill in time 2b, leave all of item 2 blank, check here 2a. ORGANIZATION'S NAME 2b. INDIVIDUAL'S SURNAME 2b. INDIVIDUAL'S SURNAME 3c. MAILING ADDRESS SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSI Sa. ORGANIZATION'S NAME	CITY HENDERSON and provide the Individual Debior Information in its FIRST PERSONAL NAME CITY GNOR SECURED PARTY): Provide only gog Sec	STATE KY ate any part of the Debto em 10 of the Financing S ADDITIO STATE ured Party name (3a or 3	POSTAL CODE 42419 ra name): if any part of the la latemani Addandum (Form U INAL NAME(S)/INITIAL(S) POSTAL CODE b)	COUNT USA dividual De CC1Ad)
To INDIVIDUAL'S SURNAME      MAILING ADDRESS      P.O. Box 18      DEBTOR'S NAME: Provide only <u>one</u> Debtor name (2a or 2b) (u     name will not fil in the 2b, leave all of item 2 blank, check here      Za. ORGANIZATION'S NAME      Zb. INDIVIDUAL'S SURNAME      SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSI     SECURED PARTY'S NAME      Sa. ORGANIZATION'S NAME      NATIONAL RURAL UTILITIES C	CITY HENDERSON and provide the Individual Debior Information in its FIRST PERSONAL NAME CITY GNOR SECURED PARTY): Provide only gog Sec	state KY site any part of the Debto em 10 of the Financing S ADDITIC STATE ured Party name (3a or 3 CORPORA)	POSTAL CODE 42419 ra name): if any part of the la latemani Addandum (Form U INAL NAME(S)/INITIAL(S) POSTAL CODE b)	COUNT USA adviduel Dr CC1Ad) SUFFIX COUNT
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5. Check only if applicable and check only one box Collateral Is held in a Trust (see UCC1Ad, item 17 and instructions)	being administered by a Decedent's Personal Representative
6a. Check only if applicable and check only one box:	6b. Check only if applicable and check only one box
Public-Finance Transaction 🚺 Manufactured-Home Transaction 📝 A Debtor is a Transmitting Utility	Agricultural Liten Non-UCC Filing
7. ALTERNATIVE DESIGNATION (# applicable): 🔲 LesseefLessor 🔛 Consignee/Consignor 🛄 Seller/Buye	er Ballee/Beltor Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA: KY065-A-9014	

FILING OFFICE COPY --- UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

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International Association of Commercial Administrators (IACA)

### **Chris Hopgood**

To:Steve ThompsonSubject:RE: property schedule

Will do. chris

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-----Original Message----From: Steve Thompson [mailto:SThompson@kenergycorp.com] Sent: Thursday, September 10, 2015 2:04 PM To: Chris Hopgood Subject: FW: property schedule

I would like to take you up on your offer to send these documents to Ranyer.

-----Original Message-----From: Ranyer Bravo [mailto:Ranyer.Bravo@nrucfc.coop] Sent: Tuesday, September 08, 2015 1:55 PM To: Steve Thompson Cc: Chris Hopgood Subject: Re: property schedule

Hi Steve,

I hope you had a great holiday weekend!

Our legal team is requesting a couple of additional items to have for our records. When you have a moment could you send me the following documents:

Supplemental Mortgage dated August 18, 2004 Supplemental Mortgage dated September 1, 2005 Supplemental Mortgage dated November 3, 2008 Supplemental Mortgage dated June 21, 2010

I know that your board meeting is today. Whenever you have a moment, I would appreciate it.

Thank you again for you help. I look forward to hearing from you.

Ranyer Bravo

CFC: Created and Owned by America's Electric Cooperative Network

Ranyer Bravo Associate Vice President

National Rural Utilities Cooperative Finance Corporation 20701 Cooperative Way Dulles, VA 20166 Office: 703-467-1885 or toll-free 800-424-2954 Fax: 703-467-5652 ranyer.bravo@nrucfc.coop

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From:    >
· ······
Steve Thompson <sthompson@kenergycorp.com></sthompson@kenergycorp.com>
· ·····
>   To:
>
"Ranyer Bravo (Ranyer.Bravo@nrucfc.coop)" <ranyer.bravo@nrucfc.coop></ranyer.bravo@nrucfc.coop>
>   Cc:
> >
"Chris Hopgood" < <u>chopgood@dkgnlaw.com</u> >
 >
  >
Date:    >
>
09/04/2015 08:29 AM
>
>   Subject:
> `>
property schedule

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Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, copy, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.[attachment "KC\_App\_Refi2\_061915.pdf" deleted by Ranyer Bravo/CFC]

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### SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT

### Made by and among

KENERGY CORP. 6402 Old Corydon Road Henderson, Keatucky 42420 Mortgagor, and

UNITED STATES OF AMERICA Rural Utilities Service Washington, D.C. 20250 Morigagee and

CoBANK, ACB 5500 South Quebec Street Greenwood Village, Colorado 80111 Mortgagee

Dated as of June 21, 2010

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY THE DEBTOR AS MORTGAGOR IS A TRANSMITTING UTILITY THIS INSTRUMENT CONTAINS PROVISIONS THAT COVER REAL AND PERSONAL PROPERTY, AFTER-ACQUIRED PROPERTY, PROCEEDS, FUTURE ADVANCES AND FUTURE OBLIGATIONS NOTICE-THIS MORTGAGE SECURED CREDIT IN THE AMOUNT OF UP TO \$250,000,000.00. INDEBTEDNESS SECURED HEREUNDER, INCLUDING FUTURE INDEBTEDNESS, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER MORTGAGES AND LIENS FILED OR RECORDED SUBSEQUENT HERETO. THIS INSTRUMENT WAS FREPARED BY STEPHEN TICK, SHERMAN SHOWARD LL.C. 633 17TH ST., SUITE 3000, DENVER, CO 80202 THE MORTGAGOR'S ORCANIZATIONAL IDENTIFICATION NUMBER IS 0471117

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#### SUPPLEMENTAL MORTGAGE

SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT, dated as of June 21, 2010 (hereinafter sometimes called this "Supplemental Mortgage") is made by and among KENERGY CORP. (hereinafter called the "Mortgagor"), a corporation existing under the laws of the Commonwealth of Kentucky, the UNITED STATES OF AMERICA, acting by and through the Administrator of the Rural Utilities Service (hereinafter called the "Government"), and CoBANK, ACB (hereinafter called "CoBank"), a federally chartered instrumentality of the United States, and is intended to confer rights and benefits on the Government and CoBank in accordance with this Supplemental Mortgage and the Original Mortgage (hereinafter defined) (the Government, and CoBank being hereinafter sometimes collectively referred to as the "Mortgagees").

#### Recitals

Whereas, the Mortgagor, the Government and CoBank or its predecessor are parties to that certain Restated Mortgage and Security Agreement, as supplemented, amended or restated (the "<u>Original Mortgage</u>" as identified in Schedule "A" of this Supplemental Mortgage) originally entered into between the Mortgagor, the Government acting by and through the Administrator of the Rural Utilities Service (hereinafter called "RUS") and CoBank; and

Whereas, the Original Mortgage as the same may have been previously supplemented, amended or restated is hereinafter referred to as the "Existing Mortgage"; and

Whereas, the Mortgagor deems it necessary to borrow money for its corporate purposes and to issue its promissory notes and other debt obligations therefor, and to mortgage and pledge its property hereinafter described or mentioned to secure the payment of the same, and to enter into this Supplemental Mortgage pursuant to which all secured debt of the Mortgagor hereunder shall be secured on parity, hereunder and under the Existing Mortgage (this Supplemental Mortgage and the Existing Mortgage, as it may have been previously amended or supplemented, hereinafter may be called collectively the "Mortgage"); and

Whereas, all of the Mortgagor's Outstanding Notes listed in Schedule "A" hereto are secured pari passu by the Existing Mortgage for the benefit of all the Mortgages under the Existing Mortgage; and

Whereas, the Existing Mortgage provides the terms by which additional part passu obligations may be issued thereunder and further provides that the Existing Mortgage may be supplemented from time to time to evidence that such obligations are entitled to the security of the Existing Mortgage and to add additional Mortgages, and

Whereas, by their execution and delivery of this Supplemental Mortgage the parties hereto do hereby secure the Additional Note listed in Schedule "A" pari passu with the Outstanding Notes under the Existing Mortgage; and

Whereas, all acts necessary to make this Supplemental Mortgage a valid and binding legal instrument for the security of such notes and obligations, subject to the terms of the Mortgage, have been in all respects duly authorized:

Now, Therefore, This Supplemental Mortgage Witnesseth: That to secure the payment of the principal of (and premium, if any) and interest on all Notes issued hereunder according to their tenor and effect, and the performance of all provisions therein and herein contained, and in consideration of the covenants herein contained and the purchase or guarantee of Notes by the guarantees or holders thereof,

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the Mortgagor has mortgaged, pledged and granted a continuing security interest in, and by these presents does hereby grant, bargain, sell, alienate, romise, release, convey, assign, transfer, hypotheoate, pledge, set over and confirm pledge and grant a continuing security interest in for the purposes hereinafter expressed, unto the Mortgagees all property, rights, privileges and franchises of the Mortgagor of every kind and description, real, personal or mixed, tangible and intangible, of the kind or nature specifically mentioned herein or any other kind or nature, except any Excepted Property set forth on Schedule "C" hereof, whether now owned or hereafter acquired by the Mortgagor (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wherever located, including (without limitation) all and singular the following:

A. all of those fee and leasehold interests in real property set forth in Schedule "B" hereto, subject in each case to those matters set forth in such Schedule; and

B. all of those fee and leasehold interests in real property set forth in Schedule "B" of the Original Mortgage or in any restatement, amendment or supplement thereto, subject in each case to those matters set forth in such Schedule; and

C. all of the kinds, types or items of property, now owned or hereafter acquired, described as Mortgaged Property in the Original Mortgage or in any restatement, amendment to supplement thereto as Mortgaged Property.

It is Further Agreed and Covenanted That the Original Mortgage, as proviously restated, amended or supplemented, and this Supplemental Mortgage shall constitute one agreement and the parties hereto shall be bound by all of the terms thereof and, without limiting the foregoing.

1. All capitalized terms not defined herein shall have the meaning given in Article I of the Original Mortgage.

2. This Supplemental Mortgage is one of the Supplemental Mortgages contemplated by Article II of the Original Mortgage.

3. The Maximum Debt Limit for the Mortgage shall be as set forth in Schedule "A" hereto.

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In Witness Whereof, KENERGY CORP., as Mortgagor, and UNITED STATES OF AMERICA, as Mortgagee, and CoBANK, ACB, as Mortgagee, have each caused this Supplemental Mortgage to be signed in their respective names by duly authorized persons, all as of the day and year first written above.

	KENE	RGY CORP.	
	By:	Churthell	
(seal)	Its:	Board Chairman	
Attest: Jan dec Hord			
Executed by the Mortgagor in the presence of:			
Alex mmp )	_		
COMMONWEALTH OF KENTUCK Y	) ) SS		
COUNTY OF CRITTENDEN DAVIESS	)		

I, <u>Debra Hayden</u>, a Notary Public of in and for the County and Commonwealth aforesaid, do hereby certify that <u>Chr Is M1tchall</u> personally known to me to be the <u>Board Chalrman</u> of Kenergy Corp., a corporation of the Commonwealth of Kentucky, and to me known to be the identical person whose name is as <u>Board</u> <u>Chalrman</u> of said corporation, subscribed to the foregoing instrument, appeared before me this day in person and produced the foregoing instrument to me in the County aforesaid and acknowledged that as such <u>Board Chalrman</u> he signed the foregoing instrument pursuant to authority given by the board of directors of said corporation as his free and voluntary act and deed and as the free and affixed to the foregoing instrument is the corporate seal of said corporation.

Notary Publ

Given under my hand this \_\_\_\_\_\_\_ day of

(Notary Seal)

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My Commission expires: 5-24-2011

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	COBANK, ACB
(scal) Attest: Alar Cincicle Assistant Secretary	By: P.J. By: The Drive Its: Assistant Corporate Sacretary
Executed by the transmission of:	-
Witnesses STATE OF COLORADO ) COUNTY OF ARAPAHOE )	-
The foregoing instrument was acknowledge 2010, by Plany Probas Ogas	edged before no this secretary of fure of CoBank, ACB.
Witness my hand and official scal.	Chelsey Mayse
(Notarial Seal) My commission expires: 7/26/11	CHELSEY MAYABB NOTARY PUBLIC STATE OF COLORADO

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UNITED STATES OF AMERICA

Holef By Administrator of the Rural Utilities Service

Executed by the United States of America, Mortgagee, in the presence of:

Marge. Har	MARY E. WEBER
DIP. IP.	Douglas P. Jenkins
Witnesses	

#### DISTRICT OF COLUMBIA ) SS

On this 7 day of <u>fully</u>, 2010, personally appeared before me <u>Jonathan Adelstein</u>, who, being duly sworn, did say that he is the Administrator of the Rural Utilities Service, an agency of the United States of America, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he executed said instrument as the act and deed of the United States of America for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have heretofore set my hand and official seal the day and year last above written.

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(Notarial Seal)

Notary Public William A. Frost Notary Public, District of Columbia My Commission Expires 04-14-2011

My commission expires:

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### SCHEDULE A

### MAXIMUM DEBT LIMIT AND OTHER INFORMATION

- 1. The Maximum Debt Limit is \$250,000,000.
- The Original Mortgage as referred to in the first WHEREAS clause above is more particularly described as follows:

Restated Mortgage and Security Agreement dated as of July 1, 2003, among KENERGY CORP., as Mortgagor, the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service, as a Mortgagee, COBANK, ACB, as a Mortgagee, and the NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as a Mortgagee.

As supplemented by the Supplemental Mortgage dated as of September 19, 2003, among KENERGY CORP., as Mortgagor, the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service, as a Mortgagee, COBANK, ACB, as a Mortgagee, and the NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as a Mortgagee.

As supplemented by the Supplemental Mortgage dated as of April 5, 2004, among KENERGY CORP., as Mortgagor, the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service, as a Mortgagee, COBANK, ACB, as a Mortgagee, and the NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as a Mortgagee.

As supplemented by the Supplemental Mortgage dated as of August 18, 2004, among KENERGY CORP., as Mortgagor, the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service, as a Mortgagee, COBANK, ACB, as a Mortgagee, and the NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as a Mortgagee.

As supplemented by the Supplemental Mortgage dated as of September 1, 2005, among KENERGY CORP., as Mortgagor, the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service, as a Mortgagee, COBANK, ACB, as a Mortgagee.

As supplemented by the Supplemental Mortgage dated as of November 3, 2008, among KENERGY CORP., as Mortgagor, the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service, as a Mortgagee, COBANK, ACB, as a Mortgagee.

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3. The outstanding secured indebtedness described in the third WHEREAS clause above is more

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particularly described as follows:

#### **OUTSTANDING NOTES** issued to the Government

Loan				
Designation	Face Amount	Date	<u>Final Maturity</u>	<u>% Rate'</u>
AP6	\$ 2,117,000	26 Nov 1986	26 Nov 2021	5.00
AS7	\$ 3,402,000	5 Dec 1986	5 Dec 2021	5.00
AT7	\$ 3,369,000	5 Oct 1988	5 Oct 2023	5.00
AR6	\$ 2,784,000	22 Sep 1989	22 Sep 2024	5.00
AU7	\$ 3,672,000	5 Sep 1990	5 Sep 2025	5.00
AV7	\$ 3,741,000	28 Jan 1993	28 Jan 2028	5.00
AS6	\$ 2,544,000	27 May 1994	27 May 2029	5.00
AW70	\$ 3,403,000	14 Dec 1994	14 Dec 2029	v
AX70	\$ 3,962,000	1 <b>J</b> ul 1997	1 Jul 2032	v
AT60	\$ 5,226,000	1 Apr 1998	1 Apr 2033	v
A40	\$ 56,451,000	1 Feb 2001	1 Feb 2036	V
B8 <sup>2</sup>	\$ 21,355,000	l July 2003	31 Dec 2037	v
C44	\$ 27,325,000	1 Sep 2005	1 Sep 2040	v
D83	\$ 31,622,000	3 Nov 2008	31 Dec 2042	v

### OUTSTANDING NOTES issued to CoBank:

<u>CoBank Loan</u> <u>Designation</u>	Face Amount of <u>Note</u>	Note Date	Maturity Date
ML0501T1	\$1,698,000.00	July 1, 1999	May 1, 2032
ML0501T2	\$1,458,000.00	July 1, 1999	March 20, 2020
ML0501T4	\$1,444,000.00	July 1, 1999	November 20, 2022
ML0501T5	\$1,287,000.00	July 1, 1999	October 20, 2017
ML0501T6	\$1,603,000.00	July 1, 1999	January 20, 2028
ML0501T7	\$1,458,000.00	July 1, 1999	December 20, 2029

<sup>1</sup> V=variable interest rate calculated by RUS pursuant to title 7 of the Code of Federal Regulations (or by the Secretary of Treasury. CoBank—an interest rate which may be fixed or variable from time to time as provided in the CoBank Loan Agreement pertaining to a loan which has been made by CoBank and guaranteed by RUS.
<sup>2</sup> In addition to this note which the Mortgagor has issued to FFB, the Mortgagor has also issued a corresponding promissory note to RUS designated as the certain "Reimbursement Note" bearing even date therewith. Such Pertaintegenet is a contract to the to the to the order of one designated as the certain.

<sup>a</sup> In addition to this note which the Mortgagor has issued to FFB, the Mortgagor has also issued a corresponding promissory note to RUS designated as the certain "Reimbursement Note" bearing even date therewith. Such Reimbursement Note is payable to the Government on demand and evidences the Mortgagor's obligation immediately to repay RUS, any payment which RUS may make pursuant to the RUS guarantee of such FFB note, together with interest, expenses and penalties (all as described in such Reimbursement Note). Such Reimbursement Note is and "Additional Note issued to the Government" for purposes of this Part One of Schedule A of this Supplemental Mortgage and is entitled to all of the benefits and security of the Mortgage.

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ML0501T8	\$1,573,000.00	July 1, 1999	June 20, 2025
ML0501T10	\$3,827,000.00	October 2, 2001	October 20, 2025
ML0501T11	\$6,500,000.00	September 19, 2003	May 31, 2014
ML0501T12	\$1,491,370.00	April 5, 2004	April 20, 2015
ML0501T13	\$1,716,790.00	April 5, 2004	April 20, 2016
ML0501T14	\$1,118,748.00	April 5, 2004	April 20, 2017
ML0501T15	\$1,954,881.00	April 5, 2004	April 20, 2018
RX0501T19	\$ 682,481.79	August 18, 2004	September 20, 2021
RX0501T20	\$ 984,496.79	August 18, 2004	March 20, 2029
RX0501T21	\$1,492,094.06	August 18, 2004	March 20, 2033

 The Additional Notes described in the fifth WHEREAS clause above are more particularly described as follows:

### ADDITIONAL NOTE issued to CoBank:

<u>CoBank Loan</u>	Face Amount of		
Designation	Note	Note Date	Maturity Date
RX0501T22	\$9,110,101.44	June 21, 2010	June 20, 2020

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### SUPPLEMENTAL MORTGAGE

### SCHEDULE B

### PROPERTY SCHEDULE

The fee and leasehold interests in real property referred to in Subclause "A" of Granting Clause First are described on the attached pages B-2 through B-7 of this Schedule B.

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### KENERGY PROPERTY SCHEDULE

(a) The existing electric facilities are located in the following counties:

Breckinridge, Caldwell, Crittenden, Daviess, Hancock, Henderson, Hopkins, Livingston, Lyon, McLean, Muhlenburg, Ohio, Union, and Webster in the state of Kentucky.

(b) The property referred to In the last line of Paragraph 1 of the Granting Clause includes the following:

1,	West Owensboro Substation	A contain tract of land described in a section of the section
	Daviess County	A certain tract of land described in a certain deed, dated March 19, 1951, by R. L. Mitchell and Doris Mitchell blamic
	1.033 Acres	Mitchell and Doris Mitchell, his wife, as grantors to Green River Electric
		Corporation, as grantee, and recorded on April 9, 1951, in the office of the County
2.	Beda Substation	Clerk of Daviess County, in the state of Kentucky, in Deed Book 209, on Page 263.
	Ohlo County	The second based of the contract of the contract of the second se
	1 Acre	I Shown and Amula Showl, his wife, as grantary to Green Diver Clearly of
		1 the products and recorded on April 30, 1951 in the office of the Course, of the
3.	Hanson Substation	Cano County, in the state of Kennicky, in Liesed Book 112, on Days 122
1	Hopkins County	A contain tract of land described in a certain deed, dated Sente-the 12, tost 1
	.56 Acre	1 W. L. Withduguull, as granior to Ciffen Kiver Electric Comparation
	SUACIE	recorded on September 13, 1931, in the office of the County Court Clark of Handred
1	Cuttle Select 1	1 County, 41 the state of Nentilicky, in theat Hook 209 on Dage 196
4.	Guffie Substation	A certain tract of land described in a certain deed dated lune 12, 1052, to 11.
	McLean County	I WINNEL MAI MILLE WAIDHET, his wife as prantors to Green Diver Divert Course of
	1 Acre	i us gramoe, and recorded on July 31, 1953, in the office of the County Count shade of
<u> </u>		increase county, in the state of Kennicky, in Deed Hook 45, on Page 370
5.		A certain tract of land described in a certain deed dated January 20 1055 by D T
1	Hancock County	I ORT, Sr., and Mary Idelle Toler, his wife, as grantors to Green River Elevite
	1.5 Acres	Corporation, as grantee, and recorded on February 3, 1955, in the office of the
		County Court Clerk of Hancock County, in the state of Kentucky in Deed Book 63,
		on Page 256.
6.	Utica Substation	A certain tract of land described in a certain deed, dated March 26, 1956, by W. D.
1	Davies County	Ridgeway and Verda Ridgeway, his wife, as grantors to Green River Electric
	1.72 Acres	Corporation, as grantee, and recorded on March 29, 1956, in the office of the
		County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 254,
		on Page 192.
7.	Whitesville Substation	A certain tract of land described in a certain deed, dated June 22, 1956, by Otis W. Greer
	Davless County	and Martha A. Greer, his wife, as grantors to Green River Electric Corporation, as
	1.5 Acres	whether and recorded on June 22, 1056 in the effect of the Corporation, as
		grantee, and recorded on June 22, 1956, in the office of the County Court Clerk of
8.	Weberstown Substation	Daviess County, in the state of Kennicky, in Deed Book 257, on Page 315.
•	Hancock County	A certain tract of land described in a certain deed, dated June 27, 1956, by Walter A.
	1.08 Acres	Glover and Blanche Olover, his wife, as grantors to Green River Electric Corporation, as
	IN ALL	grantee, and recorded on July 21, 1956, in the office of the County Court Clerk of
٥	Hawesville Office	Hancock County, in the state of Kentucky, in Deed Book 64, on Page 238.
	Hancock County	A certain tract of land described in a certain deed, dated March 31, 1960, by J. E.
	Ope-Half % Acre	Harp and Salome Harp, his wife, as grantors to Green River Electric Corporation, as
	Ude-Hall 's Acre	granice, and recorded on March 31, 1960, in the office of the County Court Clerk of
		Hancock County, in the state of Kentucky, in Deed Book 66, on Page 35
	Hawerville Substation	A certain tract of land described in a certain deed, dated June 7, 1960, by Earl I
	Hancock County	white and Opal White, his wife, as grantors to Green River Electric Corporation
	6.01 Acres	grantee, and recorded on June 8, 1960, in the office of the County Court Clerk of
		Hancock County, in the state of Kentucky, in Deed Book 66, on Page 127.
	Stanley Substation	A certain tract of land described in a certain deed, dated May 29, 1961, by J. H.
	Daviess County	Jarboe and Hattie Jarboe, his wife, as grantors to Green River Electric Corporation,
	2 Acres	as grantee, and recorded on May 31, 1961, in the office of the County Court Clerk
		of Daviess County, in the state of Kentucky, in Deed Book 301, on Page 26.
		the bound, in the state of Kenneky, in Deck Dock SUI, on Page 26.

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	The sector Cale to the	A certain tract of land described in a certain deed, dated March 10, 1962, by	1
12.	Thruston Substation Daviess County	William T. Abell and Carye B. Abell, his wife, as grantors to Green River Electric	
		Corporation, as grantee, and recorded on March 13, 1962, in the office of the	
	2 Acres Corporation, as grantee, and recorded on March 13, 1962, in the office of County Court Clerk of Daviess County, in the state of Kentucky, in Deer		
		on Page 534.	Į
13.	Masonville Substation	A certain tract of land described in a certain deed dated June 28, 1962, by J. C. Barnhill and	1
	Daviess County	Stella Barnhill, his wife, as grantors to Green River Electric Corporation, as grantee, and	
	2.02 Acres	recorded on July 6, 1962, in the office of the County Court Clerk of Daviess County, in the	
		state of Kentucky, in Deed Book 310, on Page 612.	
14.	OwensboroOffice/Warehouse	(a) A certain tract of land described in a certain deed, dated January 7, 1964, by Guy	
	Daviess County	Wright and Bertha M. Wright, his wife, as grantors to Green River Electric Corporation,	ŀ
	33.90 Acres	as grantee, and recorded on January 9, 1964, in the office of the County Court Clerk of	Ł
		Daviess County, in the state of Kentucky, in Deed Book 325, on Page 293.	
		(b) A certain tract of land described in a certain deed, dated June 24, 1971, by	
		Thomason Industries, Inc., as grantor to Green River Electric Corporation, as grantee,	
		and recorded on July 2, 1971, in the office of the County Court Clerk of Daviess County,	
		in the state of Kentucky, in Deed Book 404, on Page 76.	
		(c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. W.	
		McConnick and Bonita McConnick, his wife, as grantors to Green River Electric	1
		Corporation, as grantee, and recorded on September 29, 1982, in the office of the County	
		Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 497, on Page 665.	
15.	Onton Substation Webster	A certain tract of land described in a certain deed, dated August 4, 1965, by Walter Lee	
	County 2 Acres	Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as	
		grantee, and recorded on August 4, 1965, in the office of the County Court Clerk of	ł
		Webster County, in the state of Kentucky, in Deed Book 131, on Page 315.	
16.	St. Joseph Substation	A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph	
	Daviess County	Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric	
	2 Acres	Corporation, as grantee, and recorded on August 11, 1965, in the office of the	
		County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 342,	
		on Page 516.	
17.	Dermont Substation	A certain tract of land described in a certain deed, dated November 28, 1967, by	
	Davies County	Edward Leo Jones and Margaret T. Jones, his wife, as grantors to Green River	
	2 Acres	Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of	
		the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book	{
19	So. Hanson	366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur	
10	Warehouse/Substation	A dams and Ruth Adams, his wife, as grantors to Green River Electric Corporation,	
	Hopkins County	as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk	
	5.139 Acres	of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.	ŀ
10	Hartford Office	A certain tract of land described in a certain deed, dated August 6, 1976, by Herman	1
1).	Ohio County	Park, a single man, as grantor to Green River Electric Corporation, as grantee, and	
	.52 Acre	recorded on August 6, 1976, in the office of the County Court Clerk of Ohio	
		County, in the state of Kentucky, in Deed Book 220, ion Page 116-117.	
20.	So. Owensborn Substation	A certain tract of land described in a certain deed, dated May 16, 1977, by and	1
- **	Daviess County	between Norbert Goetz and Mary Goetz, his wife, and Robert M. Moorman and	
	2.410 Acres	Barbara Moorman, his wife, as grantors to Green River Electric Corporation, as	
		grantee, and recorded on August 1, 1977, In the office of the County Court Clerk of	Ł
		Daviess County, in the state of Kentucky, in Deed Book 469, on Page 37.	Ł
21.	Centertown Substation	A certain tract of land described in a certain deed, dated August 8, 1977, by Homer	1
	Ohlo County	Ford and Kathryn Ford, his wife, as grantors to Green River Electric Corporation, as	
	2 Acres	grantee, and recorded on August 13, 1977, in the office of the County Court Clerk	1
		of Ohlo County, in the state of Kentucky, in Deed Book 224, on Page 28 – 31.	1
22.	South Dermont Substation	A certain tract of land described in a certain deed, dated December 19, 1977, by and	1
	Daviess County	between William L. Reno Jr. and Barbara G. Reno, his wife, as grantors to Green	1
	2.020 Acres	River Electric Corporation, as grantee, and recorded on January 3, 1978, in the	
		office of the County Court Clerk of Daviess County, in the state of Kentucky, in	
		Deed Book 473, on Page 794.	1

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23. Panther Microwave Davless County 2.833 Acres	A certain tract of land described in a certain deed, dated October 3, 1980, by and between E. D. Rafferty and Tina Rafferty, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on October 10, 1980, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 501, Page 437-439.
24. East Owensboro Substation Daviess County 6.587 Acres	A certain tract of land described in a certain deed, dated November 26, 1980, by and between B. Christer and Gertrude Christer, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on November 28, 1980, in the office of the County Court Clerk of Daviess County, in November 28, 1980, in the office
25. Whitesville Microwave Site Daviers County .0918 Acres	A certain tract of land described in a certain deed, dated October 31, 1980, by and between Virginia C. Kelley, a widow, as grantor to Green River Electric Corporation, as grantee, and recorded on November 5, 1980, in the office of the Green Corporation, as grantee,
26. Nuckols Substation Daviess County 1.947 Acres	A certain tract of lond described in a certain deed, dated November 9, 1982, by and between Virginia Coke, a widow, Baxter Jean Coke Jr., and Ella C. Coke, his wife, James W. Coke, single and Ben H. Coke, single, as grantors to Green River Electric Corporation, as grantee, and recorded on November 10, 1002.
27. Sacramento Substation Daviess County 3.465 Acres	Court Clerk of McLean Courty, in the state of Kentucky, in Deed Book 67, on Page 93. A certain tract of land described in a certain deed, dated December 21, 1983, by and between Emma Sue Lancaster and Pat Lancaster, her husband, and Carolyn Jackson and J. O. Jackson, her husband, and Charlotte Jackson and Charles Jackson, her husband, as grantors to Green River Electric Corporation, as grantee, and recorded on January 10, 1984, in the office of the County Court Clerk of McLean County, in the state of Kentucky, in Deed Book 104, on Page 70.
28. Philpot Substation Daviess County 3.466 Acres	A certain tract of land described in a certain deed, dated December 10, 1987, by and between Anna Elizabeth Oberst, widow, by and through ber Co-Attorneys-in-Fact, Gerald E. Oberst and Rose O. Clark, as grantors to Green River Electric Corporation, as grantee, and recorded on December 11, 1987, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 567, on Page 724.
29. Pleasant Ridge Substation Daviess County 3.305 Acres	A certain tract of land described in a certain deed, dated July 8, 1991, by and between Donald Rock and Marie Nicely Rock, husband and wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 10, 1991, in the office of the County Court Clerk of Ohio County, in the state of Kentucky, in Deed Book 277, on Page 669.
<ol> <li>Beech Grove Substation McLean County .74 Acre</li> </ol>	A certain tract of land described in a certain deed, dated November 18, 1997, by and between Ola Bell Edds, unmarried, as grantor to Green River Electric Corporation, as grantee, and recorded on November 18, 1997 in the office of the Country Corporation,
31. Beech Grove Substation McLean County .027 Acre	Clerk of McLean County, in the state of Kentucky, in Deed Book 140, on Page 94. A certain tract of land described in a certain deed, dated January 8, 1998, by and between Herman B. Ward Jr. and Kathleen C. Ward, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 8, 1998, in the office of the County Court Clerk of McLean County, in the state of Kentucky, in Deed Book 140, on Page 445.
32. Lewisport Substation (Second Bay) Hancock County .888 Acre	A certain tract of land described in a certain deed, dated September 10, 1998, by and between Samuel H. Pate and Michael Pate (aka Michele Pate), his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on October 29, 1998, in the office of the County Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 118, on Page 644.
33. Horse Fork Substation Daviess County 6.49 Acres	A certain tract of land described in a certain deed, dated January 22, 1999, by and between Rudolph D. Martin and Martha Louis Martin, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 26, 1999, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 696, on Page 161.

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34. Hawesville Property (Powers Street)	A certain tract of land described in a certain deed, dated February 25, 1999, by and between Joel White, unmarried, Larry R. White and Jackie White, his wife, as
Hancock County	grantors to Green River Electric Corporation, as grantee, and recorded on March 8,
.579 Acre	1999, in the office of the County Court Clerk of Hancock County, in the state of
BIJ ALIC	Kentucky, in Deed Book 119, Pages 400 – 403.
35. Weaverton Sub.	A certain tract of land described in a certain deed, dated July 16, 1937, by Straughn
Henderson County	Suggs, et al., as grantors, to Henderson Union Electric Cooperative Corp., or its
.23 Acre	predecessor, as grantee, and recorded in the office of the Clerk of the County Court
.15 Acre	
26 11	of Henderson County, in the state of Kentucky, in Deed Book 91, Page 139.
36. Weaverton Sub.	A certain tract of land described in a certain deed, dated April 5, 1939, by Straughn
Henderson County	Suggs et al., as grantors, to Henderson Union Electric Cooperative Corp., or its
.03 Acre	predecessor, as grantee, and recorded in the office of the Clerk of the County Court
	of Henderson County, in the state of Kentucky, in Deed Book 93, Page 547.
37. Marion Substation	A certain tract of land described in a certain deed, dated April 11, 1947, by the City
Crittenden County	of Marion, Kentucky, as grantor, to Henderson Union Electric Cooperative Corp., or
.36 Acre	its predecessor, as grantee, and recorded in the office of the Clerk of the County
	Court of Crittenden County, in the state of Kentucky, in Deed Book 75, Page 199.
38. Zion Substation	A certain tract of land described in a certain deed, dated November 25, 1952, by
Henderson County	Paul Bickett and his wife, Mary Ellen Bickett, as grantors, to the Mortgagor, as
.49 Acre	grantee, and recorded in the office of the Clerk of the County Court of Henderson
	County, in the state of Kentucky, in Deed Book 159, Page 409.
39. Sebree Substation	A certain tract of land described in a certain deed, dated October 26, 1954, by E. C.
Webster County	Liles, and his wife, Veatrice Liles, as grantors, to Henderson Union Electric
.34 Acre	Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the
54 ACIE	Clerk of the County Court of Webster County, in the state of Keptucky, in Deed
40 Nie and Cale to the	Book 112, Page 436.
40. Niegra Substation	A certain tract of land described in a certain deed, dated November 4, 1968, by
Henderson County	James C. Hicks et al., as grantors, to Henderson Union Electric Cooperative Corp.,
_34 Acre	or its predecessor, as grantee, and recorded in the office of the County Court of
	Henderson County, in the state of Kentucky, in Deed Book 239, Page 34.
41. Little Dixle Sub.	A certain tract of land described in a certain deed, dated September 8, 1965, by Mae
Henderson County	Dossett et al., as grantors, to Henderson Union Electric Cooperative Corp., or its
1 Acre	predecessor, as grantee, and recorded in the office of the Clerk of the County Court
	of Henderson County, in the state of Kentucky, in Deed Book 221, Page 387.
42. Morganfield Sub.	A certain tract of land described in a certain deed, dated August 8, 1956, by Charles
Union County	M. Meacham, Jr., and his wife, Annie Meacham, as grantors, to Henderson Union
.39 Acre	Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office
	of the Clerk of the County Court of Union County, in the state of Kentucky, in Deed
	Book 158, Page 307.
43. Marion Office	A certain tract of hand described in a certain deed, dated November 2, 1953, by
Crittenden County	Robert L. Qualis, and his wife, Nellie R. Qualis, as grantors, to Henderson Union
.39 Acre	Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the Office
	of the Clerk of the County Court of Crittenden County, in the state of Kentucky. In
	Deed Book 83, Page 475.
44. Marion Office	A certain tract of land described in a certain deed, dated October 31, 1953, by O. J. Rice
Crittenden County	and his wife, Lura Rice, as grantors, to Henderson Union Electric Cooperative Corp., or
.39 Acre	its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of
	Crittenden County, in the state of Kentucky in Deed Book 83, Page 471.
45. Marton Office	A certain tract of land described in a certain deed, dated October 6, 1953, by Gid
Crittenden County	Woods a widower as constant to Handeman Ministry Constants O
	Woods, a widower, as grantor, to Henderson Union Electric Cooperative Corp., or
.31 Acre	its predecessor, as grantee, and recorded in the office of the Clerk of the County
16 Breaddance Cat	Court of Crittenden County, in the state of Kentucky, in Deed Book 83, Page 442.
46. Providence Sub.	A certain tract of land described in a certain deed, dated February 21, 1949, by T. G. Rice
Hopkins County	and his wife, Leota Rice, as grantors, to Henderson Union Electric Cooperative Corp., or
1.05 Acres	its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of
	Hopkins County, in the state of Kentucky, in Deed Book 188, Page 249.

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47. Geneva Sub.	A curtain hours of the state of
Henderson County .91 Acre	A certain tract of land described in a certain deed, dated June 30, 1960, by J. B. Eakins, unmarried, as Grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County in the strike of Kasting and the Clerk of the County
48. Henderson Sub, Henderson County .27 Acre	Court of Henderson County, in the state of Kentucky, in Deed Book 199, Page 280. A certain tract of land described in a certain deed, dated December 9, 1950, by Russell D. Brown and Mary M. Brown, his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 150, Page 44.
49. Lyon County Substation Lyon County 1.52 Acres	(a) A certain tract of land described in a certain deed, dated February 25, 1960, by A. F. Thomas and his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Lyon County, in the state of Kentucky, in Deed Book 49, Page 292. (b) A certain tract of land described in a certain deed, dated August 14, 2000, by Stanley Thomas and Leona Guess Thomas, his wife, as grantors, to Kenergy Corp., as grantee, and recorded in the office of the Clerk of the Clerk.
50. Sullivan Sub. Crittenden County .38 Acre	A cortain tract of land described in a certain deed, dated May 12, 1972, by Big Rivers Rural Electric Cooperative Corporation, as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Crittenden County, in the state of Kentucky, in Deed Book 111, Page 532
51. Dixon Substation Webster County .92 Acre	A certain traot of land described in a certain deed, dated October 20, 1976, by Aubrey Dossett and Mary Doasett, his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Webster County, in the state of Kentucky, in Deed Book 169, Page 306.
52. Dixon Substation Webster County .14 Acre	A certain tract of land described in a certain deed, dated May 10, 1977, by Aubrey Dossett and Mary Dossett, his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Webster County, in the state of Kentucky, in Deed Book 173, Page 429.
53. Race Creek Sub. Henderson County 1.02 Acres	A certain tract of land described in a certain deed, dated April 5, 1979, by C. Cooksey Crafton, and Dorothy C. Crafton, his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 311, Page 714
54. Lot Adjacent Marion Office Crittenden County .29 Acre	A certain house and lot in the town of Marion, Crittenden County, Kentucky, in a certain deed dated January 26, 1981, by and between Farley Heirs, party of the First Part, and Henderson Union Electric Cooperative Corp., or its predecessor, party of the Second Part, and recorded in the office of the County Court Clerk of Crittenden County in the state of Kentucky. In Deed Rook 137 Parts 197
55. Weaverton Sub. Headerson County .033 Acre	A certain tract of land described in a certain deed, dated February 20, 1984, by Russell D. Brown, as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Count of Henderson County, in the state of Kentucky, in Deed Book 344 Page 180
56. Persimmon Ridge Microwave Union County .06 Acre	A certain tract of land described in a certain deed, dated April 25, 1984, by Glenn Watson, and his wife, Peggy Watson, as granters, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Union County, in the state of Kentucky, in Deed Book 244, Page 357.
57. Henderson Headquarters Handerson County 20 Acres	A certain tract of land described in a cartain deed, dated January 20, 1989, by Tommy D. Tapp, and his wife, Theda Tapp, as parties of the First Part, grantors, and Henderson Union Electric Cooperative Corp., or its predecessor, party of the Second Part, as grantee, and recorded in the office of the Clerk of Henderson County, in the state of Kenrucky, in Deed Book 393, Page 22.

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58.	Riverport Sub.	A certain tract of land described in a certain deed, dated October 26, 1988, by Valley
	Henderson County 0.80 Acre	Grain Products, Inc., as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantce, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 391, Page 434.
	Tyson Substation Henderson County 1.3774 Acres	A certain tract of land and ingress and egress easement described in a certain deed dated November 8, 1995, by the County of Henderson, Kentucky, et al., as grantors, to Henderson Union Electric Cooperative Corp., as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 454, Page 506.
60.	Bon Harbor Substation Davies County 2 Acres	A certain tract of land described in a certain deed, dated June 9, 1999, by Sara Jane McNulty, unmarried, as grantor to Green River Electric Corporation, as grantee, and recorded on June 22, 1999, in the office of the County Clerk of Daviess County, in the state of Kentucky, in Deed Book 702, on Page 991.
	Maceo Substation Daviess County 2.103 Acres	A certain tract of land described in a certain deed, dated March 15, 2000, by Walter Ford, and his wife, Carol Ford, as grantors, to Kenergy Corp., as grantee, and recorded on March 16, 2000, in the office of the County Clerk of Caldwell County, in the state of Kentucky, in Deed Book 716, on Page 338.
	Caldwell Springs Substation Crittenden County 3.27 Acres	A certain tract of land described in a certain deed, dated July 12, 2000, by Vernon L. Travis, unmarried, as grantor to Kenergy Corp., as grantee, and recorded on July 15, 2000, in the office of the County Clerk of Crittenden County, in the state of Kentucky, in Deed Book 187, on Page 121.
63.	Crossroads Substation Caldwell County 3.30 Acres	A certain tract of land described in a certain deed, dated September 29, 2000, by Gerald W. Sigler, and his wife, Sandra K. Sigler, as grantors, to Kenergy Corp., as grantee, and recorded on October 4, 2000, in the office of the County Clerk of Caldwell County, in the state of Kentucky, in Deed Book 225, on Page 498.
	Wolf Hills Substation Henderson Co. 2.387 Acres	A certain tract of land described in a certain deed, dated January 2, 2001, by Cosmos Broadcasting Corp., a South Carolina corporation, successor by merger to WFIE, Inc., whose address is 1115 Mt. Auburn Road, Evansville, IN 47710, as granter, to Kenergy Corp., as grantee, and recorded January 8, 2001, in the office of the County Clerk of Henderson County, in the state of Kentucky, in Deed Book 8, on Page 72.
	Air Park Substation Daviess County 2.643 Acres	A certain tract of land described in a certain deed, dated January 23, 2001, by and between Economic Development Properties, Inc. and The City of Owensboro, as grantors, to Kenergy Corp., as grantee, and recorded on March 13, 2001, in the office of the County Clerk of Daviess County, in the state of Kentucky, in Deed Book 731, on Page 973.
	Providence Substation Hopkins County 1.612 Acres	A certain tract of land described in a certain deed, dated June 12, 2002, by Big Rivers Electric Corporation, as grantor, to Kenergy Corp., as grantee, and recorded on June 13, 2002, in the office of the County Clerk of Hopkins County, in the state of Kentucky, in Deed Book 609, on Page 220.
	Adams Lane Substation Henderson County 5.7 Acres	A certain tract of land described in a certain deed, dated November 22, 2002, by Kendall Drilling Company, Inc., as grantor, to Kenergy Corp., as grantee, and recorded on November 22, 2002, in the office of the County Clerk of Henderson County, in the state of Kentucky, in Deed Book 518, on Page 851.
	Madisonville Substation Hopkins County 1.69 Acres	A certain tract of land described in a certain deed, dated November 17, 2005, by the City of Madisonville, Kentucky, as grantor, to Kenergy Corp., as grantee, and recorded on November 17, 2005, in the office of the County Clerk of Hopkins County, in the state of Kentucky, in Deed Book 645, on Page 557.

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### SUPPLEMENTAL MORTGAGE

#### SCHEDULE C

#### EXCEPTED PROPERTY

#### NONE.

Del' Del' Dorsey King Hay, Norment + Hoggood 7-20-10 State OF KENTUCKY COUNTY OF HENDERSON. State Of KENTUCKY State of Henderson County, certify that the for record and that! have recorded a the foregoing and this certificate in my state of certificate Renzy T. Matthews. Carl of der and more than the state of the of the

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## BOOK1016PAGE 301

### RUS PROJECT DESIGNATION:

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### KENTUCKY 65-D8 HENDERSON

#### SUPPLEMENTAL MORTGAGE

#### made by and among

KENERGY CORP. 6402 Old Corydon Road Henderson, Kentucky 42420,

Mortgagor, and

UNITED STATES OF AMERICA Rural Utilities Service Washington, D.C. 20250-1500,

Mortgagee, and

COBANK, ACB 5500 South Quebec Street Greenwood Village, Colorado 80111-1914,

Mortgagee

Dated as of November 3, 2008

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY.
THE DEBTOR AS MORTGAGOR IS A TRANSMITTING UTILITY.
THIS INSTRUMENT CONTAINS PROVISIONS THAT COVER REAL AND PERSONAL PROPERTY, FIXTURES, AFTER-ACQUIRED PROPERTY, PROCEEDS, FUTURE ADVANCES AND FUTURE OBLIGATIONS.
NOTICE - THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF UP TO \$250,000,000,00.
INDEBTEDNESS SECURED HEREUNDER, INCLUDING FUTURE INDEBTEDNESS, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER MORTOACES AND LIENS FILED OR RECORDED SUBSEQUENT HERETO.
THIS INSTRUMENT WAS PREPARED BY TERENCE M. BRADY, ASSISTANT GENERAL COUNSEL, AS ATTORNEY FOR UNITED STATES DEPARTMENT OF AGRICULTURE, RUGUL UTILITIES SERVICE, WASHINGTON, D.C. 20250-1500.
MORTOLODRIS OR CANIZATIONAL IDENTIFICATION NUMBER IS 0471117.
No. 13 Generated: October 22, 2008 restmort v1h 12/3/98 v5.74 w/ UCC-1 revisions

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SUPPLEMENTAL MORTGAGE, dated as of November 3, 2008 (hereinafter sometimes called this "Supplemental Mortgage"), is made by and among KENERGY CORP. (hereinafter called the "Mortgagor"), a corporation existing under the laws of the Commonwealth of Kentucky, and the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service (hereinafter called the "Government") and COBANK, ACB (hereinafter called "CoBank"), a federally chartered instrumentality of the United States, and is intended to confer rights and benefits on both the Government and CoBank, in accordance with this Supplemental Mortgage and the Original Mortgage (hereinafter defined) (the Government and CoBank being hereinafter sometimes collectively referred to as the "Mortgagees").

#### RECITALS

WHEREAS, the Mortgagor, the Government and CoBank or its predecessor are parties to that certain Restated Mortgage and Security Agreement (the "Original Mortgage" as identified in Schedule "A" of this Supplemental Mortgage) originally entered into among the Mortgagor, the Government acting by and through the Administrator of the Rural Utilities Service (hereinafter called "RUS"), and CoBank; and

WHEREAS, the Original Mortgage as the same may have been previously supplemented, amended or restated is hereinafter referred to as the "Existing Mortgage"; and

WHEREAS, the Mortgagor deems it necessary to borrow money for its corporate purposes and to issue its promissory notes and other debt obligations therefor, and to mortgage and pledge its property hereinafter described or mentioned to secure the payment of the same, and to enter into this Supplemental Mortgage pursuant to which all secured debt of the Mortgagor hereunder shall be secured on parity, hereunder and under the Existing Mortgage (this Supplemental Mortgage and the Existing Mortgage, hereinafter sometimes collectively referred to as the "Mortgage"); and

WHEREAS, all of the Mortgagor's Outstanding Notes listed in Schedule "A" hereto are secured pari passu by the Existing Mortgage for the benefit of all of the Mortgagees under the Existing Mortgage; and

WHEREAS, the Existing Mortgage provides the terms by which additional part passu obligations may be issued thereunder and further provides that the Existing Mortgage may be supplemented from time to time to evidence that such obligations are entitled to the security of the Existing Mortgage and to add additional Mortgagees; and

WHEREAS, by their execution and delivery of this Supplemental Mortgage the parties hereto do hereby secure the Additional Notes listed in Schedule "A" part passu with the Outstanding Notes under the Existing Mortgage; and

WHEREAS, all acts necessary to make this Supplemental Mortgage a valid and binding legal instrument for the security of such notes and obligations under the terms of the Mortgage, have been in all respects duly authorized;

Now, Therefore, This Supplemental Mortgage Witnesseth: That to secure the payment of the principal of (and premium, if any) and interest on all Notes and all Notes issued hereunder according to their tenor and effect, and the performance of all provisions therein and herein contained, and in consideration of the covenants herein contained and the purchase or guarantee of Notes by the guarantors or holders thereof, the Mortgagor has mortgaged, pledged and granted a continuing security interest in, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey, assign, transfer, hypothecate, pledge, set over and confirm, pledge, and grant a continuing accurity interest in for the purposes hereinafter expressed, unto the Mortgagees all property, rights, privileges and franchises of the Mortgagor of every kind and description, real, personal or mixed, tangible and intangible, of the kind or nature specifically mentioned herein or any other kind or nature, except any Excepted Property, set forth in the Existing Mortgage, owned or hereafter acquired by the Mortgagor (by purchase, consolidation, merger, domation,

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## BOOK 1 01 6PAGE · 303

construction, erection or in any other way) wherever located, including (without limitation) all and singular the following:

- A. all of those fee and leasehold interests in real property set forth in Schedule "B" hereto, subject in each case to those matters set forth in such Schedule; and
- B. all of those fee and leasehold interests in real property set forth in Schedule "B" of the Existing Mortgage or in any restalement, amendment or supplement thereto, subject in each case to those matters set forth in such Schedule; and
- C. all of the kinds, types or items of property, now owned or hereafter acquired, described as Mortgaged Property in the Existing Mortgage or in any restatement, amendment or supplement thereto as Mortgaged Property.

It is further Agreed and Covenanted That the Original Mortgage, as previously restated, amended or supplemented, and this Supplement shall constitute one agreement and the parties hereto shall be bound by all of the terms thereof and, without limiting the foregoing.

- All capitalized terms not defined herein shall have the meaning given in Article I of the Existing Mortgage.
- This Supplemental Mortgage is one of the Supplemental Mortgages contemplated by Article II of the Original Mortgage.
- The Maximum Debt Limit for the Mortgage shall be as set forth in Schedule "A" hereto.

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IN WITNESS WHEREOF, KENERGY CORP., as Mortgagor, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized. UNITED STATES OF AMERICA, as Mortgagee and COBANK, ACB, as Mortgagee, have each caused this Supplemental Mortgage to be signed in their respective names by duly authorized persons, all as of this day and year first above written.

KENERGY CORP.

by Churgh Mtchell

(Seal)

Attest:

Andre Wood Secretary

Executed by the Mortgagor (in the presence of CAN Inesses

UNITED STATES OF AMERICA

bу

- m Chila

Administrator of the Rural Utilities Service

Executed by United States of America,

Mortgagee, in the presence of: Cahloon L, Van Vranken L.Var atte 1/1a **IVET FIGUEROA** Witnesses

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Page 3

. Chairman

## BOOK1016PAGE 305

COBANK, ACB

Dennis Roberce bу

Assistant Corporate Secretary

(SEAL) Auest:

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Assistant Corporate Secretary

Executed by CoBank, ACB, Mortgagee, in the presence of:

Day 01 John Witness

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<b>BO</b> OK 1	01	6PAGE	306
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COMMONWEALTH OF KENTUCKY COUNTY OF Critinder ) SS

1. Charla D. Smithhart a Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that Mustophur Natural personally known to me to be the Chairman of Kenergy Corp., a corporation of the Commonwealth of Kentucky, and to me known to be the identical person whose name is as Chairman of said corporation, subscribed to the foregoing instrument, appeared before me this day in person and produced the foregoing instrument to me in the County aforesaid and acknowledged that as such Chairman he signed the foregoing instrument pursuant to authority given by the board of directors of said corporation as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth and that the seal affixed to the foregoing instrument is the corporate seal of said corporation.

1342 Given under my hand this

day of January , 2009.

Notary Public State 4 in and for

(Notarial Seal)

My Commission expires: 9/69/09

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### BOOK 1 01 6PAGE 307

DISTRICT OF COLUMBIA

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On this  $17^{44}$  day of **DECEMBER**, 2008, personally appeared before me or 6.15 Wire 2.261 Wire 2.261

IN TESTIMONY WHEREOF I have heretofore set my hand and official seal the day and year last above written.

games F. mothershed Notary Public

JAMES F. MOTHERSHED

(Notarial Scal)

My commission expires: March 14, 2010

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## BOOK1016PAGE 308

#### STATE OF COLORADO )

COUNTY OF ARAPAHOE

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) 55. )

This instrument was acknowledged before me on DECEMBER 19, 2008. by DENNY PRUBASCO and 100663 if a construction of the United States, on behalf Assistant Corporate Secretary of CoBank, ACB, a federally chartered instrumentality of the United States, on behalf of said entity. , each an

Witness my band and official seal.

My commission expires:

4-01-0010

they-11 xta

Notary Public - State of Colorado

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Supplemental Mortgage Schedule A - Part One

#### Maximum Debt Limit and Other Information

1. The Maximum Debt Limit is \$250,000,000.00.

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 The Original Mortgage as referred to in the first WHEREAS clause above is more particularly described as follows:

<u>Instrument Title</u>	Instrument Date
Restated Mortgage and Security Agreement	July 1, 2003
Supplemental Mortgage	September 19, 2003
Supplemental Morigage	April 5, 2004
Supplemental Mortgage	August 18, 2004
Supplemental Mortgage	September 1, 2005

 The Outstanding Notes referred to in the fourth WHEREAS clause above that are Government Notes are more particularly described as follows:

Loan Designation	Face Amount	Date	<u>Final</u> Maturity	% Rate'
		A-201-1		2-1-117
AP6	\$2,117,000.00	26 Nov 1986	26 Nov 2021	5.00
AS7	\$3,402,000.00	5 Dec 1986	5 Dec 2021	5.00
A17	\$3,369,000.00	5 Oct 1988	5 Oct 2023	5.00
AR6	\$2,784,000.00	22 Sep 1989	22 Sep 2024	5.00
AU7	\$3,672,000.00	5 Sep 1990	5 Sep 2025	5,00
AV7	\$3,741,000.00	28 Jan 1993	28 Jan 2028	5.00
AS6	\$2,544,000.00	27 May 1994	27 May 2029	5.00
AW70	\$3,403,000.00	14 Dec 1994	14 Dec 2029	v
AX70	\$3,962,000.00	l Jul 1997	1 Jul 2032	v
AT60	\$5,226,000.00	1 Apr 1998	1 Apr 2033	v
A40	\$56,451,000.00	1 Feb 2001	1 Feb 2036	v
B8 <sup>2</sup>	\$21,355,000.00	1 Jul 2003	31 Dec 2037	v
C44	\$27,325,000.00	I Sep 2005	l Sep 2040	v

<sup>1</sup>V=variable interest rate calculated by RUS pursuant to title 7 of the Code of Federal Regulations or by the Secretary of Treasury. CFC=an interest rate which may be fixed or variable from time to time as provided in the CFC Loan Agreement pertaining to a loan which has been made by CFC and guaranteed by RUS. CoBank=an interest rate which may be fixed or variable from time to time as provided in the CoBank Loan Agreement pertaining to a loan which has been made by CoBank and guaranteed by RUS.

<sup>1</sup>In addition to this note which the Mortgagor has issued to FFB, the Mortgagor has also issued a corresponding promissory note to RUS designated as the certain "Reimbursement Note" bearing even date therewith. Such Reimbursement Note is payable to the Government on demand and evidences the Mortgagor's obligation immediately to repay RUS, any payment which RUS may make pursuant to the RUS guarantee of such FFB note, together with interest, expenses and penalties (all as described in such Reimbursement Note). Such Reimbursement Note is an "Additional Note issued to the Government" for purposes of this Part One of Schedule A of this Supplemental Mortgage and is entitled to all of the benefits and security of the Mortgage.

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The Additional Notes described in the sixth WHEREAS clause above are more particularly described as follows:

<u>Loan</u> Designation	Face Amount	Date	<u>Final</u> Maturity	% Rate
D8*	\$31.622,000.00	3 Nov 2008	31 Dec 2042	ν

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<sup>&</sup>lt;sup>3</sup>See footnote 1 in this Schedule A.

<sup>&</sup>lt;sup>4</sup>See footnote 2 in this Schedule A.

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### SCHEDULE A: PART TWO

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The outstanding secured obligations of the Mortgagor referred to in the fourth WHEREAS clause above are evidenced by the Original Notes described below:

### ORIGINAL NOTES issued to CoBank, ACB

Note Designation ML0501T1 ML0501T2 ML0501T4 ML0501T5 ML0501T6 ML0501T7 ML0501T10 ML0501T11	Face <u>Amount</u> \$1,698,000.00 \$1,458,000.00 \$1,444,000.00 \$1,287,000.00 \$1,603,000.00 \$1,458,000.00 \$1,573,000.00 \$3,827,000.00 \$6,500,000.00	Date July 1, 1999 July 1, 1999 October 2, 2001 September 19, 2003	Final <u>Maturity</u> May 1, 2032 March 20, 2020 November 20, 2022 October 20, 2017 January 20, 2028 December 20, 2029 June 20, 2025 October 20, 2026 May 31, 2014
ML0501T12	\$1,491,370.00	April 5, 2004	April 20, 2015
ML0501T13	\$1,716,790.00	April 5, 2004	April 20, 2016
ML0501T14	\$1,118,748.00	April 5, 2004	April 20, 2017
ML0501T15	\$1,954,881.00	April 5, 2004	April 20, 2018
RX0501T18	\$78,364.53	August 18, 2004	June 20, 2009
RX0501T19	\$682,481.79	August 18, 2004	September 20, 2021
RX0501T20	\$984,496.79	August 18, 2004	March 20, 2029
RX0501T21	\$1,492,094.06	August 18, 2004	March 20, 2033

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· Schedule B Attachment

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Debtor: Kenergy Corp.

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1 - West Owensbo	A cattain tract of load day
Substation	A certain tract of land described in a certain deed, dated March 19, 1951, by R. L. Mitchell and Doris Mitchell, his wife, as granters to Green River Flectric Company
Daviess County	and Doris Mitchell, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 9, 1951, in the office of the County Clark of Daviese Corporation, as grantee, and
1.033 Acres	
2 - Beda Substatio	A Centralin treat of lead deal in the state of
Ohio County	A certain tract of land described in a certain deed, dated April 26, 1951, by J. R. Shown and Antha Shown, his wife, as grantors to Green River Electric Computing.
1 Acre	Antha Shown, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 30, 1951, in the office of the County Clerk of Oble Content and States
· · · · · · · · · · · · · · · · · · ·	I NULLUCKY, IN Deed Book 119 P
3 – Hanson	A certain tract of land described in a certain deed, dated September 13, 1951, by B. W. L. McLaughlin, as grantor to Green River Electric Cornoration as grantor to Green River Electric Cornoration.
Substation	McLauphin, as granter to Come in a certain deed, dated September 13, 1951, by B. W. J.
Hopkins County	McLaughlin, as grantor to Green River Electric Corporation, as grantee, and recorded on September 15, 1951, in the office of the County Count Clerk of Mankies 2
.56 Acre	_ Of Nontucky, in Deed Book 200
4 - Guffie Substatic	All A Cettain tract of land deceded t
MoLean County	and Mittle Whiteker, his wife, as grantors to Green River Electric Corporation, as grantes, and recorded on July 31, 1953, in the office of the County Court clark of his office, and
1 Acre	recorded on July 31, 1953 in the store of the court unor Corporation, as grantee, and
5 - Lewisport	state of Kentucky. In Dand Book AC as be seening Court Clark of McLean County, in the
Substation	A Gentain tract of land dependent to a
Hancock County	Sr., and Mary Idella Toler, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on February 3, 1955 in the efficiency of the State
1.5 Acres	grantse, and recorded on February 3, 1955, in the office of the County Court Clerk of Haricock County, in the state of Kentucky in Deed Back 60, and the County Court Clerk of
6 - Utics Substation	Haricock County, in the state of Kentucky in Deed Book 63, on Page 256.
Daviess County	A certain tract of land described in a certain deed, dated March 26, 1956, by W. D. Ridgeway and Verda Ridgeway, his wife, as grantors to Green Blues Florence, 1956, by W. D. Ridgeway
1.72 Acres	and Verda Ridgeway, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on March 29, 1956, in the office of the Council of t
	and recorded on March 29, 1856, In the office of the County Court Clerk of Daviese County, In the state of Kentucky, In Deed Book 254, on Page 192
7 - Whitesville	In the state of Kentucky, in Dead Book 254, on Page 192.
Substation	A certain tract of land described in a certain deed, dated June 22, 1956, by Otis W. Grear and Martha A. Greer, his wife, as granton to Grean Pilers Flored Co.
Daviess County	and Martha A. Grear, his wife, as grantors to Grean River Electric Corporation, as grantee, and recorded on June 22, 1956, in the office of the County County County County
1.5 Adres	I the state of Kentucky, in Deed Book 257
8 - Weberstown	A certain tract of land described in a second state
Substation .	and Blancha Glover, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 21, 1956, in the office of the County Count Clock of the
Hancock County	recorded on July 21, 1958, in the office of the resource Corporation, as grantee, and
1.08 Abres	state of Kentucky, in Deed Book 84
9 - Hawesville Office	A certain tract of land described is a next in
Hancock County	Salome Harp, his wife, as grantors to Green River Electric Corporation, as grantes, and recorded on March 31, 1960, in the office of the Course Corporation, as grantes, and
One-Half ½ Acre	recorded on March 31, 1980 in the efficient of Lecold Corporation, as grantee, and
10 - Hawasville	the state of Kentucky, in Deed Book 66, on Page 35.
Substation	A certain tract of land described in a certain of the opt
Hancock County	Opel White, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on Juna 8, 1960, in the office of the Caustin Corporation, as grantee, and
6.01 Acres	recorded on June 8, 1960, In the office of the County Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 66, on Page 127
11 - Stanley	state of Kentucky, in Deed Book 66, on Page 127.
Substation	
Davies County	Hattle Jarboe, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on May 31, 1981, in the office of the Country Corporation, as grantee, and
2 Acres	recorded on May 31, 1961, in the office of the County Court Clerk of Daviess County, In the state of Kentucky, in Deed Book 301, on Page 26
12 - Thruston	state of Kentucky, in Deed Book 301, on Page 28.
Substation	
Davissa County	and Carye B. Abell, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on March 13, 1962, in the office of the Court Court Court Court and States, and
2 Acres	recorded on March 13, 1962, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 307, np Page 534
	the state of Kentucky, in Deed Book 307, on Page 534.

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ROOK 1 C	1 / 74 .
YUUNIU	1 6 PAGE 314
13 - Masonville	A certain tract of land described in a certain deed dated June 28, 1982, by J. C. Barnhill and Stella Barnhill, his wife, as grantors to Green River Electric Corporation, as comparison with
Substation	Stella Barnhill, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 6, 1962, in the office of the County Court Clerk of Davience, and stete of Kentucky, in David by 6, 1962, in the office of the County Court Clerk of Davience and
Daviess Cour 2.02 Acres	ity recorded on July 6, 1962, in the office of the County Court Clerk of Daviese County, in the filed / (a) A certain trart of load Book 310, on Page 612.
14 - OwensboroO	state of Kentucky, in Deed Book 310, on Page 612.
Warehouse	Ifice/ (a) A certain tract of land described in a certain deed, dated January 7, 1964, by Guy Wright and Bertha M. Wright, his wife, as grantors to Grean River Electric Concorrelion
Daviess Cour	and Bertha M. Wright, his wife, as grantors to Green River Electric Corporation, as grantee, in the state of Kentucking in the office of the County Court Clerk of Decking and recorded on January 9, 1984, in the office of the County Court Clerk of Decking and recorded on January 9, 1984, in the office of the County Court Clerk of Decking and recorded on January 9, 1984, in the office of the County Court Clerk of Decking and recorded on January 9, 1984, in the office of the County Court Clerk of Decking and the county Court Clerk of Decking and the county Court Clerk of Decking and the clerk
33.90 Acres	<ul> <li>and recorded on January 9, 1984, in the office of the County Court Clerk of Daviese County,</li> <li>in the state of Kentucky, in Deed Book 325, on Page 293.</li> </ul>
	(b) A certain tract of Lord Book 325, on Page 293.
	Industries, Inc. as granted to described in a certain deed, dated June 24, 1071 hours
	July 2, 1971, In the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 404, on Page 76, (c) A certain tract of land 4.
	Kentucky, in Deed Book 404, on Page 10
	(c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. W. Be grantee, and recorded on Science, his wife, as grantors to Green Biver Electric Corner.
•	McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County in the state state state.
	as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Deviese County, in the state of Kentucky, in Deed Book 497, on Page 685
15 - Onton Substat	Deviese County, in the state of Kentucky, in Deed Book 497, on Page 665.
Webster Coun	A certain tract of land described in a certain dead, deter A
2 Acres	ton A certain tract of land described in a certain deed, dated August 4, 1985, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and the state of Kentucky in Deed Both County Court Clerk of Webstee County Court the state of Kentucky in Deed Both County Court Clerk of Webstee County Court
	recorded on August 4, 1985, in the office of the County Court Clerk of Webster County, in Acertain tract of lend deselve 131, on Page 315.
16 - St. Joseph	A certain tract of land discussed Book 131, on Page 315.
Substation	Mattingly and Ora B Method in a Certain dead, dated August 7 1985 by the
Davless County	
2 Acras 17 - Dermont	County, in the state of Kentucky in Dand B the office of the County Court Clerk of Daviage
Substation	County, in the state of Kentucky, in Deed Book 342, on Pege 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Leo grantee, and recorded to Describe a grantors to Green River Flectric Comparison (Leo
Daviess County	Jones and Margaret T to Solitan Geed, dated November 29, 1047 to at
2 Acres	grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Deviese County, in the state of Kentucky, in Deed Book 366, on Pres 1961
18 - So. Hanson	
Warehouse/	
Substation	and Ruth Adams, his wife, as grantors to Green Rivar Electric Corporation, as grantes, and recorded on April 11, 1974, in the office of the County Court Corporation, as grantes, and state of Kentuchy in Dead Ruth and Ruth County Court Court of Honking County in the state of Kentuchy in County in the office of the County Court Court of Honking County in the state of Kentuchy in County in County Court County County in the state of Kentuchy in County in the state of Kentuchy in County in the state of Kentuchy in County County County County County in the state of Kentuchy in County in the state of Kentuchy in County County County County County County in the state of Kentuchy in County Count
Hopkins County	recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.
8.139 Acres 19 - Hartford Office	the state book 302, on Page 672.
Ohio County	A certain tract of land described in a certain deed, dated August 6, 1976, by Herman Park, a single man, as grantor to Green River Electric Corporation, as grantee, and mounted have a set and mount of the set
.52 Agre	single man, as grantor to Green River Electric Corporation, as grantee, and recorded on August 6, 1976, in the office of the County Court Clerk of Obio County in the office of the County Court Clerk of Obio County in the office of the County Court Clerk of Obio County in the office of the County Court Clerk of Obio County in the office of the County Court Clerk of Obio County in the office of the County Court Clerk of Obio County Court Clerk of Obio County in the office of the County Court Clerk of Obio County Court Clerk of Obio County County County County Clerk of Obio County County Clerk of Obio County County County County Clerk of Obio County County Clerk of Obio County County Clerk of Obio County County County Clerk of Obio County County Clerk of Obio County County Clerk of Obio County Clerk
20 - So. Owensboro	
Substation	
Daviese County	Norbert Gostz and Mary Gostz, his wife, and Robert M. Moorman and Barbara Moorman, his wife, as grantors to Green River Electric Corporation, as grantee, and searbara Moorman, his 1977, in the office of the second
2.410 Acres	wife, as grantors to Green River Electric Corporation, as grantae, and Barbara Moorman, his 1977, in the office of the County Court Clerk of Devices County, in the stored on August 1, Deed Book 469, on Bess during Court Clerk of Devices County, in the store of New York
21	
21 - Centertown Substation	
Ohio County	Kathryn Ford, his wife, as grantors to Green Plus 7
2 Acres	
22 - South Dermont	
Substation	
Daviess County	between William L. Reno Jr. and Berbara G. Reno, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 3, 1978, in the office of the River Electric
2.020 Acres	Guide and a second seco
3 - Panther	
Microwave	r collour tract of land dependents.
Daviess County	D. Rafferty and Tins Rafferty, his wife, as granters to Green River Electric Corporation, as
	Brailed, and recorded on October on the second state of Graduate Clocking Control and
	Daviess County, in the state of Kantucky, in Deed Book 501, Page 437-439, A cartain tract of land described in a cartain deed, dot, 101, Page 437-439,
Capacitudi	between B. Christer and Gertande Christer Caston Costed November 26, 1980, by and
County	Corporation, as grantee, and recorded
6.587 Acres	Corporation, as grantee, and recorded on November 28, 1980, in the office of the County Court Clerk of Daviess County, in the state of Kentucty, in Deed Davies, 200
· · · · · · · · · · · · · · · · · · ·	Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 222, in Page 488.

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	BOOK1016PAGE 315
25 Whitesville	
Microwave Site	
Daviess Count	Virginia C. Kelley, a widow, as grantor to Green Flver Electric Corporation, as grantee, ar recorded on November 5, 1980, in the office of the Course of Corporation, as grantee, ar
.0918 Acres	recorded on November 5, 1980, in the office of the County Court Clerk of Daviess Count the state of Kentucky, in Deed Book 502, on Page 211
26 - Nuckols	the state of Kantucky, in Deed Book 502, on Page 211.
Substation	
Daviess County	Virginia Coke, a widow, Baxter Jean Coke Jr., and Ella C. Coke, his wife, James W. Coke single and Ben H. Coke, single, as grantors to Green Phone Flowing Coke, his wife, James W. Coke
1.947 Acres	single and Ben H. Coke, single, as grantors to Green River Electric Corporation, as grantee and recorded on November 10, 1982. In the office of the Corporation, as grantee
NOT NULL	and recorded on November 10, 1982, in the office of the County Court Clerk of McLean County, in the state of Kentucky, in Deed Book 87, as Decuty Court Clerk of McLean
27 - Sacramento	County, in the state of Kentucky, in Deed Book 67, on Page 93.
Substation	A certain trect of land described in a certain deed, dated December 21, 1983, by and between Emma Sue Lancaster and Pat Lancaster for burber between 21, 1983, by and
Daviesa County	between Emma Sue Lancaster and Pet Lancaster, her husband, and Carolyn Jackson and O. Jackson, her husband, and Charlotte Jackson and Charlost Lancaster in the second second second second second
3.465 Acres	O. Jackson, her husband, and Charlotte Jackson and Charles Jackson, her husband, as grantors to Green River Electric Corporation, as granters and charles Jackson, her husband, as
J.400 Acres	grantors to Green River Electric Companying Charles Jackson, her husband, as
	in the office of the County Court Clark of Molean County in the accorded on January 10, 198
28 11.11	Book 104, on Page 70
28 - Philpot Substatio	A certain tract of land described in a central to the second s
Daviess County	A certain tract of land described in a certain deed, dated December 10, 1987, by and between Anna Elizabeth Oberst, widow, by and through her Co-Attorneys-In-Fact, Gerald E Oberst and Rose O. Clark, as grantors to Graen Pluse Floration Content of the Statement of the Stateme
3.468 Acres	Oberst and Rose O. Clark as granted by and through har Co-Attomeys-In-Fact, Gerald E
	recorded on December 11, 1987 In the office with Electric Corporation, as grantee, and
20 M	In the state of Kentucky, in Dead Rock Egg and this County Court Clerk of Daviess Count
29 - Pleasant Ridge	A cartain tract of land described in a particle of 1990 724.
Substation	Donald Rock and Marie Nicely Rock, husband and wife, as grantors to Green River Electric Corporation, as grantee, and recorded on huy 10, 1001 is drawn to Green River Electric
Daviess County	Corporation, as grantee, and recorded as when as grantors to Green River Electric
3.305 Acres	Clerk of Ohio County, in the state of Kentucky 10, 1991, in the office of the County Court
30 - Beech Grove	A cartain tract of land deardhad in a contribution of book 200, on Page 869.
Substation	between Oia Bell Edds, unmerried, as grantor to Green River Electric Corporation, as granter and recorded on November 18, 1997, in the office of the Corporation, as granter
McLaun County	and recorded on November 18, 1997 In the office of the first Corporation, as granted
.74 Acre	1 County, in the state of Kentuchy in Dand Born and the County Count Clerk of McLean
31 - Beech Grove	A cartain tract of land described in a cartain track, on Page 54.
Substation	Herman B. Ward Jr. and Kathleen C. Ward, his wife, as grantors to Green River Electric Corporation, as grantes, and recorded on January 8, 1998, by and between
MoLean County	Corporation, as grantee and received as the wife, as grantors to Green River Electric
.027 Acre	Cierk of Molean County in the state of Kounty o, 1986, in the office of the County Court
32 - Lewisport	A certain tract of land described is a sustained by U. Deeu COUR 140, on Page 445.
Substation	between Samuel H. Pate and Michael Pate, dues, dured September 10, 1998, by and
(Second Bay)	Rivar Electric Corporation, as grantes, and that ratione rate), his wife, as grantors to Green
Hancock County	County Court Clerk of Hancock County in the recorded of October 29, 1998, in the office of th
.888 Acre	644. 644. 644.
33 - Horse Fark	A certain tract of land described in a certain doubt distribution
Substation	Rudoiph D. Martin and Martha Louis Martin Line and dated January 22, 1999, by and between
<b>Devices</b> County	Corporation, as grantee, and reported on the two as grantors to Green River Electric
6.49 Acres	Corporation, as grantes, and recorded on January 26, 1999, in the office of the County Court Clerk of Daviese County, in the state of Kenturky, in Board Board and State of the County Court Cou
34 - Hawesville	Clark of Daviess County, in the state of Kentucky, in Deed Book 696, on Page 161.
Property	A certain tract of land described in a certain deed, deted February 25, 1999, by and between Joel White, unmarried, Lerry B. White and tack's White Island is being being to be a set of the set of th
(Powers Street)	Joel White, unmanied, Lerry R. White and Jackie White, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on March 1, done to Green River
Hanoock County	Electric Corporation, as grantee, and recorded on March 8, 1999, In the office of the County Court Clerk of Hancock County. In the state of Kentuck 1999, In the office of the County
.879 Acre	Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 119, Pages 400 -
5 - Weaverton Sub.	
Henderson County	A certain tract of land described in a certain deed, dated July 16, 1937, by Straughn Suggs, et al., as grantors, to Henderson Union Flexible Conservation 201
.23 Acre	et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the Cooperative Corp., or its predecessor, as
	grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Bonk 91, Proce 120
6 - Wasserts	the state of Kentucky, in Deed Book 91, Page 139.
6 - Weaverton Sub.	A certain tract of land described in a certain dead, day the time term
Henderson County	al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the Corp.
.03 Acre	grantee, and recorded in the office of the Clock of a
	grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 93, Page 547.
7 - Marion Substation	A certain tract of land deardhad in a set Page 547.
Crittenden County	A cartain tract of land described in a certain deed, dated April 11, 1947, by the City of Marion, Kentucky, as granter, to Handreen Place Electron 20
.36 Acre	Marion, Kentucky, as grantor, to Henderson Union Electric Cooperative Corp., or its
	predecessor, as grantes, and recorded in the office of the Clerk of the County Court of Crittanden County, in the state of Kantucky, in Deed Book 75, Page 199.

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Parezato

Henderson Count	A certain tract of land described in a certain deed, dated November 25
.49 Acre	A certain tract of land described in a certain deed, dated November 25, 1952, by Pr such the office of the Clerk of the County Court of Henderson County is a barrier, and reco
	the office of the Clark of the County Court of Handaman County as grantee, and reco
39 - Sebree Substatio	Dead Book 159, Page 400
Webster County	II A certain tract of land described in a
.34 Acre	and his wife, Vestrice Liles, as grantors, to Handerson Union Electric Cooperative Co predecessor, as grantee, and recorded in the office of the Clerk of the Cooperative Co
.S4 ACIB	prodecessor, as grantee, and reasonable to the solution clautic Cooperative Cr
40 - Nilson D. L	Webster County in the state of V
40 - Niagra Substation	A certain tract of land described in a book hour 112, Fage 438.
Handerson County .34 Acre	A certain tract of land described in a certain deed, dated November 4, 1988, by Jam Hicks et al., as grantors, to Henderson Union Electric Cooperative Corp., or its preder as granted, and recorded in the office of the County Court of Mandeman
-34 Adre	as granted, and recorded in the office of the Cooperative Corp., or its predec
41 - Little Dixie Sub.	or Kentucky, in Dead Book 220, pass as
Handsman O	A cortain tract of land dependent to a
Henderson County	et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, grantee, and recorded in the office of the Clark of the County Corp., or its predecessor,
(Acre	grames, and recorded in the office of the clicity of the Colp., or its predecessor.
42 - Manual Tuble	I the state of Kentucky in Deed part and a state of the County Court of Henderson Co
42 - Morganfield Sub.	A certain tract of land described to
Union County	Meacham, Jr., and his wife, Annie Meacham, as granters, to Henderson Union Electric Cooperative Corp., or its predecessor, as granters and recorded in the interview.
.39 Acre	Cooperative Corn. or its gradaeaners
43 - Marion Office	I the County Court of Union County 1 at a standay and recorded in the office of the Ch
Crittandar Office	A Cortain tract of land described in a second
Crittenden County .39 Acre	Uutils, and his wife Nelle 9 Qualt
	Corp., or its predecessor as grantes
44 - Marion Office	L'OUT OF Crittenden County In the state of the County of the Ciefk of the Co
Crittenden County	A certain tract of land described to a second second book 83, Page 475.
.39 Acre	A certain tract of land deacribed in a certain deed, dated October 31, 1953, by O. J. F his wife, Lura Rica, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantes, and recorded in the office of the Cooperative Corp., or its
ISS ACI	predecessor, as granted and senantial to the count count cooperative Corp., or its
45 - Marlon Office	predecessor, as grantes, and recorded in the office of the Clark of the County Court of <u>Crittenden County</u> , in the state of Kentucky in Deed Book 83, Page 471.
Crittenden County	A Certain tract of land depertiend to a state of a court of race 4/1.
.31 Acre	widower, as granter, to Henderson Union Electric Cooperative Corp., or its predecessor grantee, and recorded in the office of the Clerk of the County Count of Clerk
	grantee, and recorded in the office of the Clerk of the County Court of Crittenden Count the state of Kentucky, in Deed Book 83, Pede 442.
46 - Providence Sub.	the state of Kentucky, in Deed Book 83, Page 442.
Hopkina County	
1.05 Acres	and his wife, Leots Rice, as grantors, to Handarson Union Electric Cooperative Corp., or predecessor, as grantee, and recorded in the office of the Clark of the Cooperative Corp., or
	predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Hopkins County, in the state of Kentucky, in Deed Book 199, Deed Boo
47 - Geneva Sub,	Hopkins County, In the state of Kentucky, In Deed Book 198, Page 249.
Henderson County	A certain tract of land described in a certain deed, dated June 30, 1960, by J. B. Eaking unmarried, as Grantor, to Handerson Union Electric Constraints 30, 1960, by J. B. Eaking
.91 Acre	unmarried, as Grantor, to Henderson Union Electric Cooperative Corp., or its predecesso grantee, and recorded in the office of the Clerk of the County Corp., or its predecesso
	grantee, and recorded in the office of the Clerk of the County Court of Henderson Count the state of Kentucky, in Deed Book 199, Page 280
48 - Henderson Sub,	the state of Kentucky, in Deed Book 199, Page 280.
.27 Acre	Brown and Mary M. Brown, his wife, as grantors, to Henderson Union Electric Cooperati Corp., or its predecessor, as grantee, and recorded in the office of the file of the state of the sta
	Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the Count Court of Henderson County, in the state of Karticky, in Deed Berthe Clerk of the Count
49 - Lyon County	Court of Henderson County, in the state of Kentucky, in Deed Book 150, Page 44.
Substation	(a) A certain tract of land described in a certain deed, dated Fabruary 25, 1980, by A. F Thomas and his wife, as grantors, to Handerson Union Elected Fabruary 25, 1980, by A. F
Lyon County	Thomas and his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk Cooperative Corp., or its
1.52 Acras	predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Ly County, in the state of Kentucky, in Deed Book 49, Page 202
	County, in the state of Kentucky, in Deed Book 49, Page 292.
	fhomas and Leona Guess Thomas, his wife, as grantors, to Kenergy Corp., as grantee, an ecorded in the office of the Clerk of the County Count of Luce County Corp.
	scorded in the office of the Clerk of the County Court of Lyon County, in the state of Kentucky, in Deed Book 123, Page 613.
	Centucky, in Deed Book 123, Page 612
	Cortain tract of land described in a contract of the
Crittenden County E	Electric Cooperative Corporation, as granted, dated May 12, 1972, by Big Rivers Run r hs predecessor, as grantee, and recorded in the office of the City Cooperative Corp
.38 Acre (	r its predecessor, as grantee, and monorded to the menual son Union Electric Cooperative Cor
	vittandan Court I and the Courty Court
10	Rittenden County, In the state of Kentucky, in Deed Book 111, Page 532.

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		BOOK1016PAGE 317
61	Dixon Substation	A cortein tract of load deputy of the UL OPAGE 317
	Webster County	
	.92 Acre	
		Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Wabster County, in the state of Kastinghing Devices of the Clerk of the County
52	- Dixon Substation	
	Webster County	
	.14 Acre	and Mary Dossett, his wife, as grantora, to Handarson Union Electric Cooperative Corp., or it predecessor, as grantee, and recorded in the office of the One Electric Cooperative Corp., or it
53	- Race Creek Sub.	
	Henderson Count	
	1.02 Acres	y Crafton, and Dorothy C. Crafton, his wife, as grantors, to Henderson Union Electric
		Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County in the state of Kended in the office of the Clerk of
		the County Court of Henderson County, in the state of Kentucky, in Deed Book 311, Page 714.
54	- Lot Adjacent	
	Marion Office	A certain house and lot in the town of Marion, Crittenden County, Kentucky, In a certain deed dated January 28, 1981, by and between Farley Hele accounty, Kentucky, In a certain deed
	Crittenden County	deted January 28, 1981, by and between Farley Heirs, party of the First Part, and Henderson Union Electric Cooperative Corp., or its predecessor particle the First Part, and Henderson
	.29 Acre	Union Electric Cooperative Corp., or its predecessor, party of the First Part, and Henderson the office of the County Court Clark of Crittender County is the Second Part, and recorded is
55	- Weaverton Sub.	
	Henderson County	A certain tract of land described in a certain deed, dated Fabruary 20, 1984, by Russell D. Brown, as grantor, to Handerson Livion Flactic Constraints 20, 1984, by Russell D.
	.033 Acre	Brown, as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantes, and recorded in the office of the Cited of the Cooperative Corp., or its predecessor, as
56-	Persimmon	
	Ridge Microwave	A certain tract of land described in a certain deed, dated April 25, 1984, by Glenn Watson, and his wife, Pergy Watson, as granters to be dead and his wife.
	Union County	and his wife, Peggy Watson, as granters, to Handerson Union Electric Cooperative Corp., or its predecessor, as grantes, and recorded in the office of the Cooperative Corp., or
	.06 Acre	
57 -	- Henderson	Union County, in the state of Kentucky, in Deed Book 244, Page 357.
	Headquarters	A certain tract of land described in a certain deed, dated January 20, 1989, by Tommy D. Tapp, and his wife. Theda Tanp, as parties of the Simon Party and the Simon P
	Henderson County	
	20 Acres	Electric Cooperative Corp., or its predecessor, party of the Second Part, as grantee, and recorded in the office of the Clerk of Handwise County is in the second Part, as grantee, and
		recorded in the office of the Clerk of Henderson County, in the state of Kentucky, in Deed Book 393, Page 22.
58 -	Riverport Sub.	A certain tract of land described in a particular to the second
	Henderson County	A certain tract of land described in a certain deed, dated October 28, 1988, by Valley Grain Products, Inc., as grantor, to Henderson Links Render Consults (1988, by Valley Grain
	.08 Aore	Products, Inc., as granter, to Handerson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the Comparative Corp., or its predecessor,
		In the state of Kentucky, in Ored Brock 391 Borge 434
59	Tyson Substation	A certain tract of land and ingrass and active and active to the time
	Henderson County	
	1.3774 Acres	Union Electric Cooperative Corp., as grantee, and recorded in the office of the Clerk of the County Court of Henderson County in the state of the clerk of the
	Bon Harbor	
	Substation	
	Daviess County	on June 22, 1999, in the office of the County Clerk of Devise County, in the state of Kentucky, in Deed Book 702, on Bear 001
	2 Acres	
11 -	Maceo Substation	A certain tract of land described in a certain dead described in a certain
	Daviess County	A certain tract of land described in a certain deed, dated March 16, 2000, by Walter Ford, and his wife, Carol Ford, as grantors to Kanasan Common Section 2000, by Walter Ford,
2	2.103 Acres	and his wife, Carol Ford, as grantors, to Kenergy Corp., as grantes, and recorded on March 16, 2000, in the office of the County Clark of Caldwell County, in the state of Kentucky, in Deed Book 716, on Page 338.
		Deed Book 716, on Page 338.
2 -	Caldwell Springs	A certain tract of land described in a certain doed that the table
5	Substation	A certain tract of land described in a certain deed, dated July 12, 2000, by Vernon L. Travis, unmarried, as granter to Kenergy Corp., as grantee, and recorded on July 15, 2000, in the office of the County Clerk of Edited and County Levis and the second secon
. (	Crittenden County	office of the County Clark of Clark of Carbon a Grantee, and recorded on July 15, 2000, in the
2	3.27 Acres	office of the County Clerk of Crittenden County, in the state of Kentucky, in Deed Book 187, on Page 121.
3 - (	Crossroads	
	Substation	A cartain tract of land described in a cartain deed, dated September 29, 2000, by Garald W. Siglar, and his wife, Sandra K. Siglar, and his wife.
	Caldwell County	
	3.30 Acres	
4 - 1	Wolf Hills	
	Substation	A cartain tract of land described in a certain deed, dated January 2, 2001, by Cosmos Broadcasting Com.: a South Cardina communication
		Differential Come in Court of the second of
; 	Hendemon Co.	Broadcasting Corp.; a South Carolina corporation, successor by merger to WFIE, Inc., whose address is 1115 Mt. Auburn Road, Evansville, IN 47710, as granter, to Kenergy Corp., as grantee, and recorded January 8, 2001, in the office of the County Clerk of Henderson

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Page 5 of 6

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BOOK 10 65 - Air Park Substation Devices County 2.643 Acres Providence Substation Hopkine County 1.612 Acres 67 - Adams Lane Substation Henderson County 5.7 Acres	A cartain tract of land described in a certain deed, dated June 12, 2002, by Big Rivers 2002, in the office of the County Clerk of Hopkins County, in the state of Kentucky, in Deel Book 609, on Page 220.
68-Madisonville Substation Hopkins County 1.69 Acres	A certain tract of land described in a certain deed, dated November 17, 2005, by the City of Madisonville, Kantucky, as grantor, to Kenergy Corp., as grantae, and recorded on November 17, 2005, in the office of the County Clerk of Hopkins County, in the state of Kentucky, in Deed Book 645, on

Del: Dorsey, King, Gray, Normont & Hopgood 1-16-09

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STATE OF KENTUCKY COUNTY OF HENDERSON.......Sct. 1, Renny T. Matthews, Clerk of Henderson County, certify that the foregoing was this day at 11:50 otlock A ML locged in my said office for record and that I have recorded it, the foregoing end this certificate in my said office. Given under my hand this 15 day January 20 07 fourty Matthews. M. Cormuck. D.O.

Page 6 of 6

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## RUS PROJECT DESIGNATION:

## KENTUCKY 65-C44 HENDERSON

### SUPPLEMENTAL MORTGAGE

made by and among

KENERGY CORP. 6402 Old Corydon Road Henderson, Kentucky 42420,

Mortgagor, and

UNITED STATES OF AMERICA Rural Utilities Service Washington, D.C. 20250-1500,

Mortgagee, and

COBANK, ACB 5500 South Quebec Street Greenwood Village, Colorado 80111-1914,

Mortgagee

Dated as of September 1, 2005

## BOOK 919 PAGE 577

SUPPLEMENTAL MORTGAGE, dated as of September 1, 2005 (hereinafter sometimes called this "Supplemental Mortgage"), is made by and among KENERGY CORP. (hereinafter called the "Mortgagor"), a corporation existing under the laws of the Commonwealth of Kentucky, and the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service (hereinafter called the "Government") and COBANK, ACB (hereinafter called "CoBank"), a federally chartered instrumentality of the United States, and is intended to confer rights and benefits on both the Government and CoBank, in accordance with this Supplemental Mortgage and the Original Mortgage (hereinafter defined) (the Government and CoBank being hereinafter sometimes collectively referred to as the "Mortgagees").

#### RECITALS

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WHEREAS, the Mortgagor, the Government and CoBank or its predecessor are parties to that certain Restated Mortgage and Security Agreement (the "Original Mortgage" as identified in Schedule "A" of this Supplemental Mortgage) originally entered into among the Mortgagor, the Government acting by and through the Administrator of the Rural Utilities Service (hereinafter called "RUS"), and CoBank; and

WHEREAS, the Original Mortgage as the same may have been previously supplemented, amended or restated is hereinafter referred to as the "Existing Mortgage"; and

WHEREAS, the Mortgagor deems it necessary to borrow money for its corporate purposes and to issue its promissory notes and other debt obligations therefor, and to mortgage and pledge its property hereinafter described or mentioned to secure the payment of the same, and to enter into this Supplemental Mortgage purchant to which all secured debt of the Montgagor hereunder shall be secured on parity, hereunder and under the Existing Montgage (this Supplemental Mortgage and the Existing Mortgage, hereinafter sometimes collectively referred to as the

WHEREAS, all of the Mortgagor's Outstanding Notes listed in Schedule "A" hereto are secured pari passu by the Existing Mortgage for the benefit of all of the Mortgagees under the Existing Mortgage; and

WHEREAS, the Existing Mortgage provides the terms by which additional pari passu obligations may be issued thereunder and further provides that the Existing Mortgage may be supplemented from time to time to evidence that such obligations are entitled to the security of the Existing Mortgage and to add additional Mortgagees;

WHEREAS, by their execution and delivery of this Supplemental Mortgage the parties hereto do hereby secure the Additional Notes listed in Schedule "A" parl passu with the Outstanding Notes under the Existing Mortgage; and

WHEREAS, all acts necessary to make this Supplemental Mortgage a valid and binding legal instrument for the security of such notes and obligations under the terms of the Mortgage, have been in all respects duly authorized;

Now, Therefore, This Supplemental Mortgage Witnessoth: That to secure the payment of the principal of (and premium, if any) and interest on all Notes and all Notes issued hereunder according to their tenor and effect, and the performance of all provisions therein and herein contained, and in consideration of the covenants herein contained and the purchase or guarantee of Notes by the guarantors or holders thereof, the Mortgagor has mortgaged, pledged and granted a continuing security interest in, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey, assign, transfer, hypothecate, pledge, set over and confirm, pledge, and grant a continuing security interest in for the purposes hereinafter expressed, anto the Mortgagees all property, rights, privileges and franchises of the Mortgagor of every kind and description, real, personal or mixed, tangible and intangible, of the kind or nature specifically mentioned herein or any other kind or nature, except any Excepted Property, set forth on Schedule "C" hereof owned or hereafter acquired by the Mortgagor (by purchase, consolidation, merger, donation,

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construction, erection or in any other way) wherever located, including (without limitation) all and singular the following:

- A. all of those fee and leasehold interests in real property set forth in Schedule "B" hereto, subject in each case to those matters set forth in such Schedule; and
- B. all of those fee and leasehold interests in real property set forth in Schedule "B" of the Existing Mortgage or in any restatement, amendment or supplement thereto, subject in each case to those matters set forth in such Schedule; and
- C. all of the kinds, types or items of property, now owned or hereafter acquired, described as Mortgaged Property in the Existing Mortgage or in any restatement, amendment or supplement thereto as Mortgaged Property.

It is further Agreed and Covenanted That the Original Mortgage, as previously restated, amended or supplemented, and this Supplement shall constitute one agreement and the parties hereto shall be bound by all of the terms thereof and, without limiting the foregoing.

- 1. All capitalized terms not defined herein shall have the meaning given in Article I of the Existing Mortgage.
- This Supplemental Mortgage is one of the Supplemental Mortgages contemplated by Article II of the Original Mortgage.
- 3. The Maximum Debt Limit for the Mortgage shall be as set forth in Schedule "A" hereto.

ESM-017-32-000-KY

## BOOK 919 PAGE 579

IN WITNESS WHEREOF, KENERGY CORP., as Mortgagor, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereonto affixed and attested by its officers thereunto duly authorized, UNITED STATES OF AMERICA, as Mortgagee and COBANK, ACB, as Mortgagee, have each caused this Supplemental Mortgage to be signed in their respective names by duly suthorized persons, all as of this day and year first above written.

KENERGY CORP.

MJ, Chairperson by Wallin 12 Re

(Scai)

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Attest:

Secretary

Executed by the Mortgagor the presence of: сллл

UNITED STATES OF AMERICA

unto M-Adere

Acting Administrator of the Rural Utilities Service

Executed by United States of America, Mortgagee, in the presence of:

Witnesses

Jamie Davenport

Douglas P. Jenkins

ESM-017-32-000-KY

BOOK 919 FAGE 580

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COBANK, ACB

by enn  $\mathcal{D}$ 

Assistant Corporate Secretary

(SEAL) Attest: Assistant Corporate Secretary

Executed by CoBank, ACB, Mortgagee, in the presence of:

Dominges Jamina Wilnesses

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ESM-017-32-000-KY

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## COMMONWEALTH OF KENTUCKY

HENDERSON

COUNTY OF

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BOOK 919 FACE 5 91

I, CHARLA D. SMITHHAR'S Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that JAMES N. GRANT personally known to me to be the Chairperson of Kenergy Corp., a corporation of the Commonwealth of Kentucky, and to me known to be the identical person whose name is as Chairperson of said corporation, subscribed to the foregoing instrument, appeared before me this day in person and produced the foregoing instrument to me in the County aforesaid and acknowledged that as such Chairperson he signed the foregoing instrument pursuant to authority given by the board of directors of said corporation as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth and that the seal affixed to the foregoing instrument is the corporate seal of said corporation.

11th

) ) SS )

Given under my hand this

day of October ,20 05.

mithhast Notary Public

in and for Henderson County, Kentucky

(Notarial Scal)

My Commission expires: September 29, 2009

ESM-017-32-000-KY

Page 5

## BOOK 919 FAGE 582

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DISTRICT OF COLUMBIA

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#### SS

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On this // day of lefter , 2007, personally appeared before me Acting the Rural Utilities Service, an agency of the United States of America, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he executed said instrument as the act and deed of the United States of America for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have heretofore set my hand and official seal the day and year last above written.

12 Lling )

Notary Public

(Notarial Scal)

William A. Frost Notary Public, District of Columbia My Commission Expires 04/14/2006

My commission expires: \_\_\_\_\_

ERM-017-32-000-KY

## BOOK 919 PAGE 583

STATE OF COLORADO

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COUNTY OF ARAPAHOE

This instrument was acknowledged before me on Sypt 29 , 2005, by Assistant Colputate Sciency of CoBank, ACB, a federally chartered instrumentality of the United States, on behalf , cach an

) ) ss. )

Witness my hand and official seal.

My commission expires: ure 9 2006

Notary Public

Amj P. Weisbrod . .

ERM-017-32-000-KY

## BOOK 919 FAGE 584

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Supplemental Mortgage Schedule A - Part One

Maximum Debt Limit and Other Information

1. The Maximum Debt Limit is \$250,000,000.00.

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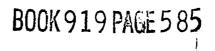
 The Original Mortgage as referred to in the first WHEREAS clause above is more particularly described as follows:

 The Outstanding Notes referred to in the fourth WHEREAS clause above that are Government Notes are more particularly described as follows:

<u>Loan</u> Designation	Face Amount	Date	<u>Final</u> Maturity	<u>% Rate</u> 1
AD2 AD2 AE2 AP6 AS7 AT7 AR6 AU7 AV7 AS6 AW70 AX70 AX70 AX70 AX70 AX40 B8 <sup>2</sup>	\$521,000.00 \$499,000.00 \$760,000.00 \$2,117,000.00 \$3,402,000.00 \$3,369,000.00 \$3,672,000.00 \$3,672,000.00 \$3,741,000.00 \$3,403,000.00 \$3,962,000.00 \$5,226,000.00 \$5,226,000.00 \$21,355,000.00	30 Jul 1971 10 Jun 1972 16 Jun 1972 26 Nov 1986 5 Dec 1986 5 Oct 1988 22 Sep 1989 5 Sep 1990 28 Jan 1993 27 May 1994 14 Dec 1994 1 Jul 1997 1 Apr 1998 1 Feb 2001 1 Jul 2003	30 Jul 2006 10 Jun 2007 16 Jun 2007 26 Nov 2021 5 Dec 2021 5 Oet 2023 22 Sep 2024 5 Sep 2025 28 Jan 2028 27 May 2029 14 Dec 2029 1 Jul 2032 1 Apr 2033 1 Feb 2036 31 Dec 2037	2.00 2.00 5.00 5.00 5.00 5.00 5.00 5.00

<sup>&</sup>lt;sup>1</sup>V-variable interest rate calculated by RUS pursuant to title 7 of the Code of Federal Regulations or by the Secretary of Treasury. CFC-an interest rate which may be fixed or variable from time to time as provided in the CFC Loan Agreement pertaining to a loan which has been made by CFC and guaranteed by RUS. CoBank-an interest rate which may be fixed or variable from time to time as provided in the CoBank Loan Agreement pertaining to a loan which has been made by CoBank and guaranteed by RUS.

<sup>&</sup>lt;sup>2</sup>In addition to this note which the Mortgagor has issued to FFB, the Mortgagor has also issued a corresponding promissory note to RUS designated as the cartain "Reimbursement Note" bearing even date therewith. Such Reimbursement Note is payable to the Government on demand and evidences the Mortgagor's obligation immediately to repay RUS, any payment which RUS may make pursuant to the RUS guarantee of such FFB note, together with interest, expenses and penalities (all as described in such Reimbursement Note). Such Reimbursement Note is an "Additional Note issued to the Government" for purposes of this Part One of Schedule A of this Supplemental Mortgage and is entitled to all of the benefits and security of the Mortgage.



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The Additional Notes described in the sixth WHEREAS clause above are more particularly described as follows:

<u>Loan</u> Designation	Face Amount	Date	<u>Finel</u> Maturity	% Rate3	
C44	\$27,325,000.00	1 Sep 2005	1 Sep 2040	v	
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See footnote 1 in this Schedule A.

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## BOCK919 PAGE 586

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SCHEDULE A: Part Two

#### CoBank

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The outstanding secured obligations of the Mortgagor referred to in the fourth WHEREAS clause above are evidenced by the Original Notes described below:

### ORIGINAL NOTES issued to CoBank, ACB

Payor: Kenergy Corp

Note	Face		Final
Designation	Amount	Date	Maturity
ML0501T1	\$1,698,000.00	July 1, 1999	May 1, 2032
ML0501T2	\$1,458,000.00	July 1, 1999	March 20, 2020
ML0501T4	\$1,444,000.00	July 1, 1999	November 20, 2022
ML0501T5	\$1,287,000.00	July 1, 1999	October 20, 2017
ML0501T6	\$1,603,000.00	July 1, 1999	January 20, 2028
ML0501T7	\$1,458,000.00	July 1, 1999	December 20, 2029
ML0501T8	\$1,573,000.00	July 1, 1999	June 20, 2025
ML0501T10	\$3,827,000.00	October 2, 2001	October 20, 2026
ML0501T11	\$6,500,000.00	September 19, 2003	May 31, 2014
ML0501T12	\$1,491,370.00	April 5, 2004	April 20, 2015
ML0501T13	\$1,716,790.00	April 5, 2004	April 20, 2016
ML0501T14	\$1,118,748.00	April 5, 2004	April 20, 2017
ML0501T15	\$1,954,881.00	April 5, 2004	April 20, 2018
RX0501T16	\$ 27,026.74	August 18, 2004	September 20, 2007
RX0501T17	\$ 53,171.08	August 18, 2004	September 20, 2008
RX0501T18	\$ 78,364.53	August 18, 2004	June 20, 2009
RX0501T19'	\$ 682,481.79	August 18, 2004	September 20, 2021
RX0501T20	<b>\$</b> 984,496.79	August 18, 2004	March 20, 2029
RX0501T21	\$1,492,094.06	August 18, 2004	March 20, 2033

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## Supplemental Mortgage Schedule B

**Property Schedule** 

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Supplemental Mortgage Schedule B

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## BOCK919 PACE 588

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Supplemental Mortgage Schedule B

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Property Schedule

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See attached for fee and leasehold interests in real property set forth in Schedule B of Existing Mortgage, which are the same fee and leasehold interests in real property subject hereto.

KENERGY PROPERTY SCHEDUBOOK 919 PAGE 589 The existing electric facilities are located in the following counties: Breckinridge, Caldwell, Crittenden, Daviess, Hancock, Henderson, Hopkins, Livingston, Lyon, McLean, Muhlenburg, Ohlo, Union, and Webster in the state of Kentucky.

(b) The fee and lesschold interests in real property include the following:

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(a) '

1.	- West Owensbord	
	Substation	
	Daviess County	A certain tract of land described in a certain deed, dated March 19, 1951, by R. L. Mitchell and Doris Mitchell, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 9, 1951, in the office of the County Clerk of Davidson C.
.1	1.033 Acres	1 10001000 of April 9, 1951 in the offer at the structure corporation, as granted apr
-	- Bada Substation	I NUTLUCKY, IN Dead Book 200 as particular and a state of Deviets County in the state of
11		A certain tract of land described to
	Ohio County	Antha Shown, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 30, 1951, in the office of the County Clerk of Oble.
	1 Acre	recorded on April 30, 1951 to the start of the start of the corporation, as grantee and
		I NEW RUCKY. In Deed Rook 110 D
a	- Hanson	A certain tract of land dependent to
	Substation	McLaughlin, as granter to Green River Electric Corporation, as grantes, and recorded on September 15, 1951, in the office of the County Court Clock of Uncluded
	Hopkins County	September 18, 1861 in the office Heetric Corporation, as grantes, and recorded on
	.56 Acre	I GI NEGHTUCKY IN Deed Deel, one OVGIL GROUND ( NODKINE COUNDY IN the state
4	- Guffie Substation	A certain tract of land described in a certain deed, dated June 13, 1953, by Howard Whitaker and Mittle Whitaker, his wife, as grantors to Green Bluer Electric O
	McLean County	and Mittle Whitaker blowline on a certain dead, dated June 13, 1953, by Howard Whiteker
	1 Acre	and Mittle Whitakar, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 31, 1953, in the office of the County Court and of a grantee, and
		recorded on July 31, 1953, in the office of the County Court clerk of McLean County, in the atate of Kentucky, in Deed Book 45, on Page 379.
6	- Lewisport	state of Kentucky, in Deed Book 45, on Page 379.
	Substation	
	Hancock County	Sr., and Mary Idelle Toler, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on February 3, 1855 in the offen of view Electric Corporation, as
ļ.	1.5 Acres	grantee, and recorded on February 3, 1955, in the office of the County Court Clerk of Hancook County, in the state of Kentucky in Deed Book 63, and a county Court Clerk of
(	Utics Substation	Hancook County, in the state of Kentucky in Deed Book 63, on Page 256.
1	Davies County	A certain tract of land described in a certain dead, dated March 26, 1956, by W. D. Ridgeway and Verda Ridgeway, his wife, as grantors to Green Bher Flexible Control 26, 1956, by W. D. Ridgeway
	1.72 Agres	and Verde Ridgeway, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on March 29, 1955, in the office of the County Corporation, as grantee,
1		and recorded on March 29, 1955, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 254, on Page 192
7	- Whitesville	In the state of Kentucky, in Deed Book 284, on Page 192.
	Substation	
	Daviess County	and Martha A. Greer, his wife, as granters to Green River Electric Corporation, as grantee, and recorded on June 22, 1956, in the office of the Course Course Corporation, as grantee,
	1.5 Acres	and recorded on June 22, 1956, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 257, on Page 315
8 -		the state of Kentucky, in Deed Book 257, on Page 315.
-	Substation	A certain tract of land decaled in a second se
	Hancock County	and Blanche Glover, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 21, 1956, in the office of the County Court Clover Charles and
	1.08 Acres	recorded on July 21, 1986 in the affect of all contracting corporation, as grantee, and
9 -	Haurandia Ott	State of Kentucky, in Deed Rock 64
0-	s of the section Oilige	A certain tract of land described to a set of the set o
	Hancock County	Selome Harp, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on March 31, 1960, in the office of the Control Corporation, as grantee, and
	One-Half ½ Acre	recorded on March 31, 1980 in the office of the corporation, as grantee, and
40		the state of Kentucky in Deed Park So
10	- Hawerville	A certain tract of land desorted to a second s
	Substation	Opal White, his wife, as grantors to Green River Electric Corporation, as grantes, and recorded on June 8, 1980, in the office of the Country Corporation, as grantes, and
	Hancock County	recorded on June 8, 1980 to the US of the Haver Electric Corporation, as grantee, and
	6.01 Acres	recorded on June 8, 1960, in the office of the County Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 66, on Page 127
11	- Stanley	state of Kentucky, in Deed Book 66, on Page 127,
	Substation	A certain tract of land described in a certain deed, dated May 29, 1961, by J. H. Jarboe and Hattie Jarboe, his wife, as grantors to Green River Electric Company
	Daviess County	Hattie Jarboe, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on May 31, 1981, in the office of the County County of the State and
	2 Acres	recorded on May 31, 1961, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 301, on Page 26
,		state of Kentucky, in Deed Book 301, on Page 28.
		A GUILDI LIAU DI HIDT ABLANDED IN A ANALY IN A
	Devises County	and Carye B. Abell, his wife, as grantors to Green River Electric Corporation, as grantes, and recorded on March 13, 1962, in the office of the County Count Victor atom, as grantes, and
	Derive County	recorded on March 13, 1982 in the office of the formation corporation, as grantee, and
		the state of Kentucky, in Deed Book 307, on Page 534.
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leb er	
13 - Masonville	A certain tract of land described in a certain deed dated June 28, 1962, by J. C. Barnhill and Stella Barnhill, his wife, as grantors to Green River Electric Corrocation, as control in the state of th
	Stella Barnhill, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 6, 1962, in the office of the County Court Clerk (in the context) and
Daviess County	The second of the second secon
2.02 Acres	Suite of Kentlicky in Deed Post and
14 - OwensboroOffic	V (d) A certain tract of land depents of
( Warahouse	and Bertha M. Wright, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 9, 1964, in the office of the County Count Olici
Daviess County	and recorded on January 9, 1984, in the office of the County Court Clerk of Daviese County, In the state of Kentucky, in Deed Book 325, on Page 293
33.90 Acres	I III UID STATE OF KENTING IN Dead D. I and the UID COUNTY COURT CHERK AT DAUGERS DELING.
	(b) A certain tract of long level Book 325, on Page 293.
	Industries, Inc., as greater to Que the certain deed, dated June 24, 1971, by Thomson
	July 2, 1971 In the office of the office River Electric Corporation, as grantee and recorded
	July 2, 1971, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 404, on Page 76.
	(c) A cartain treat of land down with a state of
	<ul> <li>(c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. 1</li> <li>McCormick and Bonita McCormick, his wife, as grantors to Grant Pice.</li> </ul>
	McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporatic, as grantee, and recorded on September 29, 1982, in the office of the Corporatic, Daviese County I. I.
	as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 497, on Pers 602
15 - Onton Substation	Daviess County, in the state of Kentucky, in Deed Book 497, on Page 865.
Webster County	A certain tract of land described in a certain deed, dated August 4, 1965, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Companying Walter Lee Ritz
2 Acres	and Marvane Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and the order of the County Count Corporation, as grantee, and the office of the County Count Content of the county
	recorded on August 4, 1985, in the office of the County Court Clerk of Webster County, in the state of Kentucky, in Deed Book 131, on Page 315.
16 - St. Joseph	the state of Kentucky, in Deed Book 131, on Page 315.
Substation	A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green Piece Fine Fine Fine Fine Fine Fine Fine Fin
Daviess County	Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the Country is a started on Augus
2 Acres	grantee, and recorded on August 11, 1965, in the office of the County in the state of Kentucky, in Deed Book 342, on Page 518
17 - Dermont	County, in the state of Kentucky, in Deed Book 342, on Page 516.
Substation	A certain tract of land described in a certain dead, dated November 28, 1987, by Edward Leo Jones and Margaret T. Jones, his wife, as grantors to Green Bher Election 28, 1987, by Edward Leo
Daviess County	Jonas and Margaret T. Jonas, his wife, as grantors to Green River Electric Corporation, as grantae, and recorded on December 7, 1987, in the office of the Court of the Corporation, as
2 Acres	grantae, and recorded on December 7, 1967, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Daed Book 266, on 100 Court Clerk of
18 - So. Henson	Daviess County, in the state of Kentucky, in Deed Book 368, on Page 161.
Warehouse/	and Ruth Adams, bla with an a survey deted April 11, 1974, by Arthur Adams
Substation	1 10001000 On ADM 11 1074 to all a start and control corporation, an drantee and
Hopkins County	state of Kentucky, in Deed Book 362, on Page 672.
5.139 Acres	
19 - Hartford Office	A certain tract of land described in a cartain deed, dated August 6, 1976, by Herman Park, a single man, as granter to Green Rivar Esotrio Corporation, as grantee and herman Park, a
Ohlo County	single man, as grantor to Green Rivar Electric Corporation, as grantes, and recorded on August 6, 1976, in the office of the County Court Clerk of Oble Count recorded on
.52 Acre	I THE DUST OF 107 U. IN THE OTHER OF ALL O
30 8- 6	Konducky, in Liand Rock 220 las be and a work of Onio County, in the state of
20 - So. Owensboro	a contain tract of land described t
Substation	Norbert Goetz and Mary Goetz, his wife, and Robert M. Moorman and Barbara Moorman, hi. wife, as grantors to Green River Electric Corporation, as grantee and Barbara Moorman, hi.
Davissa County	WITE HE GRANTOFE TO Gran DL
2.410 Acres	1977, In the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 469, on Page 37.
21 0	Deve Duuk 40M. Of Daga 37
21 - Centertown	
Substation	Kathryn Ford, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 13, 1977, in the office of the County Count (in a grantee, and
Ohio County	
2 Acres	duite of Reptilicky in Danaf Bast, pas
22 - South Dermont	
Substation	between William L. Reno Jr. and Barbara G. Reno, his wife, as grantors to Graen River Electric Corporation, as grantee, and recorded on January 3, 1978 in the office of the
	Corporation, as grantee and and a second sec
	D. Reiterty and Tine Battante by
· · · · · · · · · · · · · · · · ·	Funder did factorial on Catalian to the second strong disciple Connection as
	Davieds County, in the state of Kard and the state of the County County Clerk of
	Gortein tract of land dependent at
	between B. Christer and Communication of the dead, dated November 28, 1980, by and
- actions obditty 10	orporation, as grantee, and and the tring, as granters to Graep River Flectedo
6.587 Acres	Corporation, as grantes, and recorded christer, his wife, as grantors to Green River Electric Court Clerk of Daviess County, in the state of Kentucky in Deed Bed River fice of the County
	Court Clerk of Daviass County, in the state of Kentucky, in Deed Book 222, in Page 486.

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25 - Whitesville	
Microwave Site	A certain tract of land described in a certain deed, dated October 31, 1980, by and between Virginia C. Kellay, a widow, as granter to Grean Biver Flactule Comparison of the second
Daviess County	Virginia C. Kellay, a widow, as granter to Grean River Electric Corporation, as grantee, and recorded on Novamber 5, 1980, in the office of the Country Country States, as grantee, and
.0918 Acres	recorded on November 5, 1980, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 502, on Pene 211
28 - Nuckola	the state of Kentucky, in Deed Book 502, on Page 211.
Substation	
	Virginia Coke, a widow, Baxter Jean Coke Jr., and Elle C. Coke, his wife, James W. Coke, single and Ben H. Coke, single, as grantors to Graen Phys. Florida Coke, his wife, James W. Coke,
- Daviess County	single and Ben H. Coke, single, as grantors to Green River Electric Corporation, as grantes,
- 1,947 Acres	and recorded on November 10, 1982. In the office of the Castric Corporation, as grantes,
27 8	County, in the state of Kentusky, to Dead D. I and Of the County Court Clerk of McLean
27 - Bacramento	A certain tract of land described in a sublick of, on rage 93,
Substation	between Emma Sue Lancester and Bet Lancester, dated December 21, 1983, by and
Daviess County	O. Jackson, her husband, and Chadester, her nusband, and Carolyn Jackson and J.
3.465 Acres	grantors to Green River Electric Comparation and Chantes Jackson, her husband, as
	In the office of the County Court Clock of Manager, and recorded on January 10, 1984,
	Book 104, on Page 70.
28 - Philpot Substatio	n   A certain tract of land described in a section to the section of the section
Daviess County	n A certain tract of land described in a certain deed, dated December 10, 1987, by and between Anna Elizabeth Oberst, widow, by and through her Co-Attorneys-In-Fact, Gerald E. Oberst and Rose O. Clark, as grantors to Grean Black Flastic
3.466 Acres	Oberat and Bose O. Clark oberat, widow, by and through her Co-Attorneys-In-Fact, Garald E.
	Oberat and Rose O. Clark, as grantors to Green River Electric Corporation, as grantee, and recorded on December 11, 1987, in the office of the Courbin Corporation, as grantee, and
	recorded on December 11, 1987, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 567, on Page 724
29 - Pleasant Ridge	in the state of Kentucky, in Deed Book 567, on Page 724.
Substation	A certain tract of land described in a certain deed; dated July 8, 1991, by and between Donald Rock and Marie Nicely Rock, bushand and will a certain deed; dated July 8, 1991, by and between
Daviess County	Donald Rock and Marie Nicely Rock, husband and wife, as grantors to Green River Electric Corporation, as grantes, and recorded on July 10, 1001, both and the Green River Electric
3.305 Acres	Corporation, as grantes, and recorded on July 10, 1991, in the office of the County Court Clerk of Ohio County, in the state of Kentucky, in Deed Back 2017
30 - Beach Grove	Clerk of Ohio County, in the state of Kentucky, in Deed Book 277, on Page 669.
Substation	A certain tract of land described in a certain deed, dated November 18, 1997, by and between Ola Bell Edda, upmarined as manter to General November 18, 1997, by and
McLean County	between Ola Bell Edds, unmarried, as granter to Green River Electric Corporation, as grantee, and recorded on November 18, 1997, in the office of the Certific Corporation, as grantee,
.74 Aare	and recorded on November 18, 1997, in the office of the County Court Clark of McLean
31 Beech Grove	County, in the state of Kentucky, in Deed Book 140, on Page 84.
Substation	A certain tract of land described in a certain deed, dated January 8, 1998, by and between Herman B. Ward Jr. and Kathlean C. Ward his wife
McLean County	Herman B. Ward Jr. and Kathleen C. Ward, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 8, 1998, by and between
.027 Acre	Corporation, as grantee, and recorded on January 8, 1998, in the office of the County Court Clerk of MoLean County, in the state of Kentucky in Dead Pack Table
32 - Lewisport	Clerk of MoLean County, in the state of Kentucky, in Deed Book 140, on Page 446.
Substation	A certain tract of land described in a certain deed, dated September 10, 1998, by and between Samuel H. Pate and Michael Pate (the Michael Pate).
(Second Bey)	between Samual H. Pate and Michael Pate (aka Michele Pate), his wife, as grantors to Green River Electric Corporation, as grantes, and reported to October 20, file wife, as grantors to Green
Hancock County	River Electric Corporation, as grantes, and recorded on October 29, 1998, in the office of the County Court Clerk of Hancock County, in the state of Kontuber 29, 1998, in the office of the
.888 Acre	County Court Clark of Hancock County, in the state of Kentucky, in Deed Book 118, on Page
33 - Horse Fork	A certain tract of the 4 d
Substation	A certain tract of land described in a certain dead, dated January 22, 1999, by and between Rudolph D. Martin and Martine Louis Martin, his wife, as grouping 22, 1999, by and between
Davisss County	Rudolph D. Martin and Martina Louis Martin, his wife, as grantors to Green River Electric
6.49 Acres	Corporation, as grantes, and recorded on January 28, 1999, in the office of the County Court Clerk of Daviess County, in the state of Kantusky is Dead Back and the County Court
34 - Hawesville	Clerk of Daviess County, in the state of Kentucky, in Deed Book 698, on Page 161.
Property	A certain tract of land described in a certain deed, dated February 25, 1999, by and between Joel White, unmarried, Larry R, White and Larkie White his wife his wife.
(Powers Street)	Joel White, unmarried, Larry R. White and Jackis White, his wife, as granters to Green River Electric Corporation, as grantee, and record on March 8, 1000, is wife, as granters to Green River
Hancook County	Electric Corporation, as grantee, and recorded on March 8, 1998, in the office of the County Court Clerk of Hancock County, in the state of Kenthold 1, 1998, in the office of the County
.579 Acre	Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 119, Pages 400 -
35 - Weaverton Sub.	4 annih 4 w 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
Henderson County	A certain tract of land described in a certain deed, dated July 16, 1937, by Straughn Suggs, et al., as grantors, to Henderson Union Fleatric Conservition Com-
.23 Acre	et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantes, and recorded in the office of the Cleart of the Course of the Cleart of the Course of the Cleart o
	grantes, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 91, Pers 139
38 - Westerner Sut	the state of Kentucky, in Deed Book 91, Page 139.
36 - Weaverton Sub.	
Henderson County	al., as grantors, to Henderson Union Elactric Cooperative Corp., or its predecessor, as
.03 Acre	grantee, and recorded in the office of the Clock of the Corp., or its predecessor, as
	the state of Kentucky, in Dead Book 93, Page 547.
• Marion Substation	A certain tract of land described in a certain day day
Crittenden County	Merion, Kentucky, as granter, to Handman Ltd.
.36 Acre	Marion, Kentucky, as granter, to Handerson Union Electric Cooperative Corp., or its
	predecessor, as grantee, and recorded in the office of the Clark of the County Court of Crittenden County, in the state of Kentucky in Deed Beck of the County Court of
	Crittenden County, in the state of Kentucky, in Daed Book 75, Page 199.

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Henderson County .49 Acre	A certain traot of land described in a certain deed, dated November 25, 1952, by Paul Bicker and his wife, Mary Ellen Bickett, as grantors, to the Mortgagor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 159, Page 409.
39 - Sabree Substation Webster County .34 Aore	A certain tract of land described in a certain deed, dated October 28, 1954, by E. C. Liles, and his wife, Veatrice Liles, as grantors, to Henderson Union Electric Cooperative Corp., or i predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Webster County, in the state of Kentucky, in Deed Book 112, Page 438
40 – Niegra Substation Henderson County .34 Acre	A certain tract of land described in a certain deed, dated November 4, 1968, by James C. Hicks et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the County Court of Henderson County, in the state of Kentucky, in Deed Book 239, Page 34,
41 - Little Dixle Sub. Henderson County 1 Acre	A certain tract of lend described in a certain deed, dated September 8, 1965, by Mae Dossal et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clark of the County Court of Henderson County, in the state of Kentucky, in Deed Book 221, Page 387.
42 - Morganfield Sub. Union County .39 Acre	A certain tract of land described in a certain deed, dated August 8, 1956, by Charles M. Meacham, Jr., and his wife, Annie Meacham, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Union County, in the state of Kentucky, in Deed Book 158, Page 307.
43 - Marlon Office Crittenden County .39 Acre	Qualis, and his wife, Nellis R. Qualis, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the Office of the Clerk of the County Court of Crittenden County, in the state of Kentucky. In Deed Book R3, Pace 475
44 Marion Office Crittenden County .39 Acre	A certain tract of land described in a certain deed, dated October 31, 1953, by O. J. Rice an his wife, Lura Rice, as granters, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantes, and recorded in the office of the Cierk of the County Court of Crittenden County, in the state of Kentucky in Dead Book 83, Pece 471
46 - Marion Office Crittendan County .31 Acre	A certain tract of land described in a certain deed, dated October 6, 1953, by Gid Woods, a widower, as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Crittenden County, in the state of Kentucky, in Deed Book 83, Page 442.
48 - Providence Sub. Hopkins County 1.05 Acres	A certain tract of land described in a certain deed, dated February 21, 1949, by T. G. Rice and his wife, Leota Rice, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantes, and recorded in the office of the Clark of the County Court of <u>Hopkins County</u> , in the state of Kentucky, in Deed Book 188, Page 249.
47 – Geneva Sub. Henderson County .91 Acre	A certain tract of land described in a certain deed, dated June 30, 1960, by J. B. Eakins, unmarried, as Grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantes, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 199, Page 280.
48 - Henderson Sub. Henderson County .27 Acre	A certain tract of land described in a certain deed, dated December 9, 1950, by Russell D. Brown and Mary M. Brown, his wife, as grantors, to Handerson Union Electric Cooperative Corp., or its predecessor, as grantse, and recorded in the office of the Clerk of the County Court of Handerson County, in the state of Kentucky, in Deed Book 150, Page 44.
49 – Lyon County Substation Lyon County 1.52 Acres	<ul> <li>(a) A certain tract of land described in a certain day, in Deed Book 180, Page 44.</li> <li>(b) A certain tract of land described in a certain day, dated February 25, 1960, by A. F. Thomas and his wife, as grantors, to Handerson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Count of Lyon County, in the state of Kantucky, in Deed Book 49, Page 292.</li> <li>(b) A certain tract of land described in a certain deed, dated August 14, 2000, by Stanley Thomas and Leona Guess Thomas, his wife, as grantors, to Kanergy Corp., as grantee, and recorded in the office of the Clerk of the County Count of Lyon County, in the state of Kantucky, in Deed Book 123, Page 613.</li> </ul>
50 - Sullivan Sub. Crittenden County .38 Acre	A certain tract of land described in a certain deed, dated May 12, 1972, by Big Rivers Rural Electric Cooperative Corporation, as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Crittenden County, in the state of Kentucky, in Deed Book 111, Page 532.

Page 4 of 6

## BOOK 919 PAGE 593

1.6	1 Dixon Substation	
. [ -	Webster County	
1	-92 Acre	
i		
B	2 - Dixon Substation	
1-	Webster County	The original of the second of
	.14 Acre	
	A PH AGE	
0.	3 - Race Creek Sub.	A contain user of lang gescriped in a certain dead, dated April E. 1070 1. 0. 0.
	Henderson County	I THE DOLD IN THE DOLD IN THE WITH SECTION TO LODDANS - IN THE SALE
	1.02 Acres	
		The state of Kentucky in the state of Kentucky in David Paraly 244 p.
1 er		
1 04	- Lot Adjacent	A certain house and lot in the town of Marion, Crittenden County, Kentucky, in a certain deed dated January 26, 1981, by and between Earley Hale
1	Marlon Office	
1	Crittenden County	Union Electric Cooperative Corp., or its predecessor, party of the First Part, and Henderson the office of the County Court Cort of Clerk of Critterdon Courts in the Second Part, and recorded in
	.29 Aore	
00	- Weaverton Sub.	A certain tract of land described in a certain deed, dated February 20, 1984, by Russell D. Brown, as granter, to Handerson Union Stantin Course of
1	Henderson County	
	.033 Acre	
1 28	- Persimmon	A certain tract of land described in a certain dead, detect A at an another
	Ridge Microwave	
	Union County	
	.08 Apre	
67	- Henderson	
1	Headquarters	
	Henderson County	Electric Cooperative Corp., or its predecessor, party of the Second Part, and Henderson Union recorded in the office of the Clerk of Handerson Country is in the Second Part, as grantee, and
ŗ	20 Acres	
\		Book 393, Page 22.
90	- Riverport Sub.	A certain tract of land described in a certain dead, dated October 26, 1988, by Valley Grain Products, inc., as granter, to Henderson Links Factor Connected Connected Products
1	Henderson County	Products, inc., as granter, to Handerson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Cierk of the Couperative Corp., or its predecessor,
	0.80 Acre	as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Rock 391, Page 434
50	The Part of	
03	-Tyeon Substation	A COLUMN USED OT ISOU AND INGREES AND ANY AND ANY AND ANY
	Henderson County	
	1.3774 Acres	Union Electric Cooperative Corp., as grantes, and recorded in the office of the Clerk of the County Court of Henderson County in the state of Known of the Clerk of the
80	- Bon Harbor	County Court of Henderson County, in the state of Kentucky, in Deed Book 454, Pege 506.
	Substation	
	Daviess County 2 Acres	
A1	- Maceo Substation	Kentucky, in Deed Book 702, on Page 991.
<b>.</b>	Daviese County	A certain tract of land described in a certain dead, devel \$4
		and his wife, Carol Ford, as grantors, to Kenergy Corp., as grantes, and recorded on March 16, 2000, in the office of the County Clerk of Cellward Corp.
	2.103 Acres	16, 2000, in the office of the County Clerk of Caldwell County, in the state of Kentucky, in Deed Book 716, on Page 338.
82	Caldwall	Deed Book 716, on Page 338.
UZ -	- Caldwell Springs	A certain tract of land described in a certain doord double to the contract of land
	Substation	unmarried, as granter to Kenergy Corp. as grantes and early 12, 2000, by verion L. Iravis,
	Crittender C	The second secon
	Crittenden County	unmarried, as granter to Kenergy Corp., as grantee, and recorded on July 12, 2000, by Vemon L. Travis, offics of the County Clark of Crittenden County, in the state of Kentryky in 2000, in the
	3.27 Acres	on Page 121.
63 -	3.27 Acres - Crossroads	on Page 121. A certain treat of land described in a certain doed doted Core
63 -	3.27 Acres - Crossroads Substation	on Page 121. A certain treot of land described in a certain deed, dated September 29, 2000, by Garaid W. Sigler, and his wife, Sandra K. Sinlar as grantee to the sector to the sector of the sector.
63 -	3.27 Acres Crossroads Substation Caldwell County	on Page 121. A certain tract of land described in a certain deed, dated September 29, 2000, by Garald W. Sigler, and his wife, Sandra K. Sigler, as grantora, to Kenergy Corp., as grantee, and recorded on October 4, 2000, in the office of the County Clark of Coldward Corp.
	3.27 Acres Crossroads Substation Caldwell County 3.30 Acres	on Page 121. A certain tract of land described in a certain deed, dated September 29, 2000, by Garaid W. Sigler, and his wife, Sandra K. Sigler, as grantora, to Kenergy Corp., as grantee, and recorded on October 4, 2000, in the office of the County Clark of Caldwell County, in the state of Kentucky, in Deed Book 225, on Page 409.
	3.27 Acres Crossroads Substation Caldwell County	on Page 121. A certain tract of land described in a certain deed, dated September 29, 2000, by Garaid W. Sigler, and his wife, Sandra K. Sigler, as grantora, to Kenergy Corp., as grantee, and recorded on October 4, 2000, in the office of the County Clerk of Caldwell County, in the state of Kentucky, in Deed Book 225, on Page 498. A certain tract of land described in a certain deed dotted interview.
	3.27 Acres Crossroads Substation Caldwell County 3.30 Acres Wolf Hills Substation	on Page 121. A certain tract of land described in a certain deed, dated September 29, 2000, by Garaid W. Sigler, and his wife, Sandra K. Sigler, as grantora, to Kenergy Corp., as grantee, and recorded on October 4, 2000, in the office of the County Clerk of Caldwell County, in the state of Kentucky, in Deed Book 225, on Page 498. A certain tract of land described in a certain deed, dated January 2, 2001, by Cosmos Broadcasting Corp., a Sparth Cerdina competition and the state of the County of the Cerdina competition and the state of the Cerdina competition and the state of the Cerdina competition of the Cerdina competition and the state of the Cerdina competition and the cerdina competition and the state of the Cerdina compe
	3.27 Acres - Crossroads Substation Caldwell County 3.30 Acres - Wolf Hills	on Page 121. A certain tract of land described in a certain deed, dated September 29, 2000, by Garaid W. Sigler, and his wife, Sandra K. Sigler, as grantora, to Kenergy Corp., as grantee, and recorded on October 4, 2000, in the office of the County Clerk of Caldwell County, in the state of Kentucky, in Deed Book 225, on Page 498. A certain tract of land described in a certain deed, dated January 2, 2001, by Cosmos Broadcasting Corp., a Sparth Cerdina competition and the state of the County of the Cerdina competition and the state of the Cerdina competition and the state of the Cerdina competition of the Cerdina competition and the state of the Cerdina competition and the cerdina competition and the state of the Cerdina compe
	3.27 Acres Crossroads Substation Caldwell County 3.30 Acres Wolf Hills Substation	on Page 121. A certain tract of land described in a certain deed, dated September 29, 2000, by Garaid W. Sigler, and his wife, Sandra K. Sigler, as grantora, to Kenergy Corp., as grantee, and recorded on October 4, 2000, in the office of the County Clark of Caldwell County, in the state of Kentucky, in Deed Book 225, on Page 409.

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Page 5 of 6

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## BOOK 919 PAGE 594

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		County, in the state of Kentucky, in Deed Book 8, on Page 72.
·,	65 - Air Park	A certain tract of land described in a certain deed, dsted January 23, 2001, by and between Economic Development Properties, Inc. and The City of Owners
	Substation	Economic Davelopment Browning in a Certain deed, deted January 23, 2001, by and between
	Davless County	Economic Development Properties, Inc. and The City of Owensboro, as grantors, to Kenergy Corp., as grantee, and recorded on March 13, 2001, the the advention of the second secon
J	2.643 Acres	Corp., as grantee, and recorded on March 13, 2001, In the office of the County Clerk of Daviess County, In the state of Kentucky, in Dood Dood Total County Clerk of
(	Providence	Daviess County, in the state of Kentucky, in Deed Book 731, on Page 973.
1	Substation	
	Hopkins County	Electric Corporation, as grantor, to Kenergy Corp., as grantee, and recorded on June 13, 2002, in the office of the County Clark of Handian County Cla
	1.612 Acres	2002, In the office of the County Clerk of Hopkins County, In the state of Kentucky, in Deed Book 609, on Page 220.
	67 - Adams Lane	A certain tract of land described
- 1	Substation	A certain tract of land described in a certain deed, dated November 22, 2002, by Kendell Drilling Company, Inc., sa granter, to Kendell
	Henderson County	Drilling Company, Inc., as granter, to Kenergy Corp., as grantee, and recorded on November 22, 2002, in the office of the County Clerk of Henderge County as grantee, and recorded on November
L	5.7 Acres	22, 2002, In the office of the County Clerk of Henderson County, in the state of Kentucky

Hel: Wer. Dorsey, King, Hlay Norment + Hopgood 10-19-0

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	STATE OF RENTLICKY COUNTY OF HENDERSON
	I Renay T. Matthews, Clerk of Henderson County, cartly that the threading $M \circ R + a$ and $e$ was this day at $2 \approx 7$ orbics $P$ M. lodged in my said diffue for record and that it has thread the lodged in my said diffue
	certificate in my said office. 18th day office as of the
⊃ <b>≤</b>	Renary T. Matthews Range abras DC

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Page 6 of 6

## BOO# 876 FAGE 396

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#### SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT

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## Made by and among

KENERGY CORP. 6402 Old Corydon Rd. P.O. Box 18 Henderson, KY 42419-0018 Mortgagor,

and

#### UNITED STATES OF AMERICA **Rural Utilities Service** Washington, D.C. 20250 Mortgagee,

and

CoBANK, ACB 5500 South Quebec Street Greenwood Village, Colorado 80111 Mortgagee,

### "THIS INSTRUMENT GRANTS A SECURITY INTEREST BY A TRANSMITTING UTILITY"

## "THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS"

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY. THE DEBTOR AS MORTGAGOR IS A TRANSMITTING UTILITY. MORTGAGOR'S ORGANIZATIONAL IDENTIFICATION NUMBER IS 0471117 THIS INSTRUMENT CONTAINS PROVISIONS THAT COVER REAL AND PERSONAL PROPERTY AND FIXTURES, AFTER-ACQUIRED PROPERTY, PROCEEDS, FUTURE ADVANCES AND FUTURE

NOTICE-THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF UP TO \$250,000.000.00. INDEBTEDNESS SECURED HEREUNDER, INCLUDING FUTURE INDEBTEDNESS, TOGETHER WITH INTERST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER MORTGAGES AND LIENS FILED OR RECORDED SUBSEQUENT HERETO.

> This instrument property by hh. Un

Albaniers at Law 318 Second Shiret Headerson, Kentucky 42420

KING, BRAY, NORMENT & HOPGODD

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## BOOK 876 PAGE 397

#### SUPPLEMENTAL MORTGAGE

SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT, dated as of the 18th day of August, 2004, (hereinafter sometimes called this "Supplemental Mortgage") is made by and among KENERGY CORP. (hereinafter called the "Mortgagor"), a Kentucky corporation, CoBANK, ACB (hereinafter called "CoBank"), a federally chartered instrumentality of the United States, and the UNITED STATES OF AMERICA, acting by and through the Administrator of the Rural Utilities Service (hereinafter called the "Government"), and is intended to confer rights and benefits on the Government and CoBank in accordance with this Supplemental Mortgage and the Original Mortgage (hereinafter defined) (the Government and CoBank being hereinafter sometimes collectively referred to as the "Mortgagees").

#### Recitals

Whereas, the Mortgagor, the National Rural Utilities Cooperative Finance Corporation ("CFC"), CoBank and the Government are parties to that certain Restated Mortgage and Security Agreement, as supplemented, amended or restated (the "Original Mortgage" as identified in Schedule "A" of this Supplemental Mortgage) originally entered into between the Mortgagor, CFC and the Government; and

Whereas, the Mortgagor deems it necessary to borrow money for its corporate purposes and to issue its promissory notes and other debt obligations therefor, and to mortgage and pledge its property hereinafter described or mentioned to secure the payment of the same, and to enter into this Supplemental Mortgage pursuant to which all secured debt of the Mortgagor hereunder shall be secured on parity (the Supplemental Mortgage and the Original Mortgage, as it may have been previously amended or supplemented, hereinafter may be called collectively the "RUS Mortgage"; and

Whereas, the RUS Mortgage, as supplemented hereby, preserves the priority of the Original Mortgage for the pro rata benefit of all the Mortgagees and secures the payment of all of the Mortgagor's outstanding indebtedness as listed in Instruments Recital of Schedule "A" hereto (collectively, the "Outstanding Notes"); and

Whereas, the Original Mortgage provides the terms by which additional pari passu obligations may be issued thereunder and further provides that the Original Mortgage may be supplemented from time to time to evidence that such obligations are entitled to the security of the Original Mortgage, and

Whereas, by their execution and delivery of this Supplemental Mortgage the parties hereto do hereby secure the Additional Notes listed in Schedule "A" pari passu with the Outstanding Notes under the Original Mortgage; and

Whereas, all acts necessary to make this Supplemental Mortgage a valid and binding legal instrument for the security of such notes and related obligations, subject to the terms of the RUS Mortgage, have been in all respects duly authorized:

Now, Therefore, This Supplemental Mortgage Witnesseth: That to secure the payment of the principal of (and premium, if any) and interest on all Notes issued hereunder according to their tenor and effect, and the performance of all provisions therein and herein contained, and in consideration of the covenants herein contained and the purchase or guarantee of Notes by the guarantors or holders thereof, the Mortgagor has mortgaged, pledged and granted a continuing security interest in, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey, assign, transfer, hypothecate, pledge, set over and confirm pledge and grant a continuing security interest in and for the purposes hereinafter expressed, unto the Mortgagees all property, rights, privileges and franchises of the Mortgagor of every

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## BOOK 876 FAGE 398

kind and description, real, personal or mixed, tangible and intangible, of the kind or nature specifically mentioned herein or any other kind or nature, except any Excepted Property set forth on Schedule "C" hereof owned or hereafter acquired by the Mortgagor (by purchase, consolidation, merger, donation, construction, erection or in any other way) wherever located, including (without limitation) all and singular the following:

all of those fee and leasehold interests in real property set forth in Schedule "B" hereto, subject in each case to those matters set forth in such Schedule; and

all of those fee and leasehold interests in real property set forth in Schedule "B" of the Original Mortgage or in any restatement, amendment or supplement thereto, subject in each case to those matters set forth in such Schedule; and

all of the kinds, types or items of property, now owned or hereafter acquired, described as Mortgaged Property in the Original Mortgage or in any restatement, amendment to supplement thereto as Mortgaged Property.

It is Further Agreed and Covenanted That the Original Mortgage, as previously restated, amended or supplemented, and this Supplemental Mortgage shall constitute one agreement and the parties hereto shall be bound by all of the terms thereof and, without limiting the foregoing:

All capitalized terms not defined herein shall have the meaning given in Article I of the Original Mortgage.

This Supplemental Mortgage is one of the Supplemental Mortgages contemplated by Article II of the Original Mortgage.

The Maximum Debt Limit for the RUS Mortgage shall be as set forth in Schedule "A" hereto.

## [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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## BOOK 876 PAGE 399

In Witness Whereof, KENERGY CORPORATION, as Mortgagor, and CoBANK, ACB, as Mortgagee, and UNITED STATES OF AMERICA, as Mortgagee, have each caused this Supplemental Mortgage to be signed in their respective names by duly authorized persons, all as of the day and year first written above.

> KENERGY CORP., Mortgagor

By: Its:

(scal) Attest: ASSISTANT Socretary

:

Executed by the Mortgagor in the presence of:

4 Edge Witnesses

#### STATE OF KENTUCKY

) ) SS.

COUNTY OF HENDERSON

This 24 day of August, 2004, personally came before me tammy Wontgonia Notary Public, stand - Channe Mark, who being to me duly sword, says that the is the Public CEO of KENERGY CORP., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given and the said <u>Sicritary</u> acknowledged the said writing to be the act and deed of said corporation.

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Jammy IV <u>M</u> Notary Public, State of Kenthe

(Notarial Seal)

My Commission Expires: 4-19-2006

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## BOOK 876 FAGE 400

CoBANK, ACB, Mortgagee By: VILE PLESIDENT Its: .  $\mathcal{D}$ orporate Secretary traged in the presence of:

> ) ) SS

nc Witnesses

(seal) Attest

Executiv

STATE OF COLORADO COUNTY OF ARAPAHOE

Hewett

The foregoing instrument was acknowledged before me this 3/ day of Aug.  $\underline{JB}$ . <u>McFarlane</u> as  $\underline{VP}$  of CoBank, ACB. \_, 2004, by

4

Witness my hand and official seal.

Antomette C. Lefler Notary Public, State of Colorado

(Notarial Seal)

My commission expires: 5-24-05

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## BOOK 876 PAGE 401

		UNII Mort		OF AMERICA	<b>k</b> ,
	Activ	By:	Cita (	he Rural Utiliti	£√~~ es
	p	50171	~		
Executed by the United		ica,			
Mortgagee, in the pros	00 11 Hor	_			
Jarage	LUT S	Sara \	Vetklow		
Kathle H. Vor Witnesses	Krulan	Kath	leen L. Van '	Vranken	
DISTRICT OF COL	IMBIA	)	SS		
		<i>'</i>			CURTIS M. ANDERSON
the United States of A	n, did say that he merica, and ackr y law and present	s is the nowled; tly in ei	Administrator ged to me that ffect, he execu	r of the Rural U t, acting under a sted said instrum	tilities Service, an agency delegation of authority du ent as the act and deed of t
					official seal the day and ye
			VIL 8	22	_
			VAN 9	Notary Pub	lic
(Notarial Seal)	William A. Fros Matary Public, Dis Mission Ex	trict of C	olumbia 14/2005		
My commission expire			172000		
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## BOOK 876 FAGE 402

SUPPLEMENTAL MORTGAGE

#### SCHEDULE A

### MAXIMUM DEBT LIMIT AND OTHER INFORMATION

- 1. The Maximum Debt Limit is \$250,000,000.00.
- The Original Mortgage as referred to in the first WHEREAS clause above is more particularly described as follows:

Restated Mortgage and Security Agreement dated as of September 1, 1999, among KENERGY CORP., as Mortgagor, and the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service, the NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, and COBANK, ACB, as Mortgagees.

As amended and restated by that certain Restated Mortgage and Security Agreement dated as of July 1, 2003, among KENERGY CORP., as Mortgagor, and the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service, the NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, and CoBANK, ACB, as Mortgagees.

As amended by the Supplemental Mortgage and Security Agreement dated as of September 19, 2003, among KENERGY CORP., as Mortgagor, and the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service, the NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, and CoBANK, ACB, as Mortgagees.

As amended by the Supplemental Mortgage and Security Agreement dated as of April 5, 2004, among KENERGY CORP., as Mortgagor, and the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service, the NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, and CoBANK, ACB, as Mortgagees.

 The outstanding secured indebtedness described in the third WHEREAS clause above is more particularly described as follows:

OUTSTANDING NOTES issued to the Government'

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<sup>&</sup>lt;sup>1</sup> "Government" as used in this listing refers to the United States of America acting through the Administrator of the Rural Utilities Service (RUS) or its predecessor agency, the Rural Electrification Administration (REA). Any Notes which are payable to a third party and which either RUS or REA has guaranteed as to payment are also described in this listing as being issued to the Government. Such guaranteed Notes are typically issued to the Federal Financing Bank (FFB), an instrumentality of the United States Department of Treasury, and held by RUS, but may also be issued to non-governmental entities.

## BON# 876 PAGE 403

<u>Loan</u> Designation	Face Amount	Date	Final Maturity	% Rate
AC	\$1,268,000.00	11 Mar 1970	11 Mar 2005	2.00
AC	\$530,000.00	21 Jul 1970	21 Jul 2005	2.00
AD2	\$521,000.00	30 Jul 1971	30 Jul 2006	2:00
AD2	\$499,000.00	10 Jun 1972	10 Jun 2007	2.00
AE2	\$760,000.00	16 Jun 1972	16 Jun 2007	2.00
AE6	\$452,000.00	12 Sep 1973	12 Sep 2008	5.00
AF6	\$354,000.00	15 Apr 1974	15 Apr 2009	5.00
AF6	\$580,000.00	31 May 1974	31 May 2009	5.00
AG7	\$352,000.00	1 Nov 1974	1 Nov 2009	5.00
AG6	\$580,000.00	2 Jun 1975	2 Jun 20.10	5.00
AH7	\$866,000.00	19 Jul 1975	19 Jul 2010	5.00
AH6	\$556,000.00	22 May 1976	22 May 2011	5.00
AK7	\$866,000,00	17Jul 1976	17 Jul 2011	5.00
AK6	\$556,000.00	26 Apr 1977	26 Apr 2012	5.00
AL7	\$1,470,000.00	5 Aug 1977	5 Aug 2012	5.00
AM7	\$1,470,000.00	25 Apr 1978	25 Apr 2013	5.00
AL6	\$3,045,000.00	8 Jun 1978	8 Jun 2013	5.00
AN7	\$3,415,000.00	16 May 1979	16 May 2014	5.00
AM6	\$2,771,000.00	31 May 1980	31 May 2015	5.00
AP7	\$3,049,000.00	6 May 1981	6 May 2016	5.00
AN6	\$1,834,000.00	24 Apr 1982	24 Apr 2017	5.00
AR7	\$3,003,000.00	3 Feb 1984	3 Feb 2019	5.00
AP6	\$2,117,000.00	26 Nov 1986	26 Nov 2021	5.00
AS7	\$3,402,000.00	5 Dec 1986	5 Dec 2021	5.00
AT7	\$3,369,000.00	5 Oct 1988	5 Oct 2023	5.00
AR6	\$2,784,000.00	22 Sep 1989	22 Sep 2024	5.00
AU7	\$3,672,000.00	5 Sep 1990	5 Sep 2025	5.00
AV7	\$3,741,000.00	28 Jan 1993	28 Jan 2028	5.00
AS6	\$2,544,000.00	27 May 1994	27 May 2029	5.00
AW70	\$3,403,000.00	14 Dec 1994	14 Dec 2029	Ŷ
AX70	\$3,962,000.00	1 Jul 1997	I Jul 2032	v
AT60	\$5,226,000.00	1 Apr 1998	1 Apr 2033	v
A40	\$56,451,000.00	1 Feb 2001	1 Feb 2036	v
B8 <sup>1</sup>	\$21,355,000.00	1 Jul 2003	31 Dec 2037	v

### OUTSTANDING NOTES issued to CoBank

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<sup>&</sup>lt;sup>2</sup> V=variable interest rate calculated by RUS pursuant to title 7 of the Code of Federal Regulations or by the Secretary of Treasury. CFC=an interest rate which may be fixed or variable from time to time as provided in the CFC Loan Agreement pertaining to a loan which has been made by CFC and guaranteed by RUS. CoBank=an interest rate which may be fixed or variable from time to time as provided in the CoBank Loan Agreement pertaining to a loan which has been made by CoBank and guaranteed by RUS. <sup>3</sup> In addition to this note which the Mortgagor has issued to FFB, the Mortgagor has also issued a corresponding

Reimbursement Note is note which the Mortgagor has instead to FFB, the Mortgagor has also issued a corresponding promissory note to RUS designated as the certain "Reimbursement Note" bearing even date therewith. Such Reimbursement Note is payable to the Government on demand and evidences the Mortgagor's obligation immediately to repay RUS, any payment which RUS may make pursuant to the RUS guarantee of such FFB note, together with interest, expenses and penalties (all as described in such Reimbursement Note). Such Reimbursement Note is an "ORIGINAL NOTE issued to the Government" for purposes of this Part One of Schedule A and this Mortgage and is entitled to all of the benefits and security of this Mortgage.

## BOC# 876 FAGE 404

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Note Designation ML0501T1 ML0501T2 ML0501T4 ML0501T5 ML0501T6 ML0501T7 ML0501T7 ML0501T10 ML0501T11 ML0501T11 ML0501T13 ML0501T13 ML0501T14	Face Amount \$1,698,000.00 \$1,458,000.00 \$1,444,000.00 \$1,287,000.00 \$1,603,000.00 \$1,458,000.00 \$3,827,000.00 \$3,827,000.00 \$3,827,000.00 \$1,491,370.00 \$1,491,370.00 \$1,116,749.00	Date 07/01/1999 07/01/1999 07/01/1999 07/01/1999 07/01/1999 07/01/1999 10/02/2001 09/19/2003 4/5/2004 4/5/2004	Fibel Maturity 05/01/2032 11/20/2019 11/20/2022 10/20/2017 01/20/2028 12/20/2029 06/20/2025 10/20/2026 05/31/2014 4/20/2015 4/20/2015
ML0501T14 ML0501T15	\$1,118,748.00 \$1,954,881.00	4/5/2004 4/5/2004 4/5/2004	4/20/2016 4/20/2017 4/20/2018

 The Additional Notes described in the fifth WHEREAS clause above are more particularly described as follows:

### ADDITIONAL NOTES issued to CoBank:

CoBank Loan	Face Amount of	Note Date	Final Maturity
<b>Designation</b>	<u>Note</u>		
RX 0501T16	\$27,026.74	08/18/04	9/20/2007
RX 0501T17	\$53,171.08	08/18/04	9/20/2008
RX 0501T18	\$78,364.53	08/18/04	6/20/2009
RX 0501T19	\$682,481.79	08/18/04	9/20/2021
RX 0501T20	\$984,496.79	08/18/04	3/20/2029
RX 0501T21	\$1,492,094.06	08/18/04	3/20/2033

 For purposes of Section 1.05 of the RUS Mortgage, the address of CoBank, ACB shall be: CoBank, ACB 5500 South Quebec Street

Greenwood Village, Colorado 80111

Attention: Communications and Energy Banking Group

<sup>4</sup> Promissory Notes ML0501T1 - ML0501T8 are Amended and Restated Promissory Notes that amended and restated the following original Notes from Green River Electric Corporation: ML0501T1 dated July 1, 1997, T-30566 dated September 2, 1986, T-24942 dated January 21, 1981, T-32845 dated June 23, 1988, T-27749 dated August 12, 1983, T-36243 dated January 28, 1993, T-36445 dated December 14, 1994, T-34818 dated June 22, 1990.

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## BOOK 876 PAGE 405

### SUPPLEMENTAL MORTGAGE SCHEDULE B

### PROPERTY SCHEDULE

The fee and leasehold interests in real property referred to in clause A of the Granting Clauses are more particularly described as follows:

SEE ATTACHED

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		ULA PROPERTY SCHEDIOUN 8/6 PAGE 406
()	a) The existing	electric facilities are located in the following counties:
	Breckinnidge	, Caldwell, Crittenden, Daviess, Hancock, Henderson, Honking, Livingston, Lyon
	McLean, Mu	hlenburg, Ohio, Union, and Webster in the state of Kentucky.
(1	b) The property	referred to in the last line of Paragraph 1 of the Granting Clause includes the
	following:	
1-	West Owensboro	
	Substation	A certain tract of land described in a certain deed, dated March 19, 1951, by R. L. Mitc
	Daviess County	and Doris Mitchell, his wife, as grantors to Green River Electric Corporation, as grantee, a
	1.033 Acres	recorded on April 9, 1951, In the office of the County Clerk of Daviess County, in the state Kentucky, in Deed Book 209, on Page 263.
2 -	<b>Beda Substation</b>	A certain tract of land described in a certain deed, dated April 26, 1951, by J. R. Shown a
	Ohio County	Antha Shown, his wife, as grantors to Green River Electric Corporation, as grantee, a
	1 Acre	recorded on April 30, 1951, in the office of the County Clerk of Ohlo County, in the state
		<u></u>
3-	Hanson	A certain tract of land described in a certain deed, dated September 13, 1951, by B, W
	Substation Hopkins County	inclaughtin, as grantor to Green River Electric Corporation, as grantee, and recorded
	.56 Acre	J September 19, 1951, in the office of the County Court Clerk of Hookins County in the et-
4		
-	McLean County	A certain tract of land described in a certain deed, dated June 13, 1953, by Howard Whitel
	1 Acre	and Mittie Whiteker, his wife, as grantors to Green River Electric Corporation, as grantee, a
		recorded on July 31, 1953, in the office of the County Court clerk of McLean County, in t state of Kentucky, in Deed Book 45, on Page 379.
6 -	Lewisport	A certain tract of land described in a certain deed, dated January 20, 1955, by R. T. Toler, Sr. and Mary 14. The second
	Substation	Sr., and Mary Idelle Toler, his wife, as grantors to Green River Electric Corporation, as
	Hancock County	grantee, and recorded on February 3, 1955, in the office of the County Court Clerk of
	1.5 Acres	Trailcock County, in the state of Kentucky in Deed Book 63, on Page 256.
6 -	Utica Substation	A certain tract of land described in a certain deed, deted March 26, 1956, by W. D. Bidgowy
	Davless County 1.72 Acres	and verda higeway, his wife, as grantors to Green River Electric Corporation, as grantee
	T.TZ ACTES	1 and recorded on March 29, 1956, in the office of the County Court Clerk of Devices County
7 -	Whitesville	The state of Kentucky, in Daed Book 264, on Page 192
	Substation	A certain tract of land described in a certain deed, dated June 22, 1956, by Otis W. Green
	Daviess County	and Martha A. Greer, his wife, as grantors to Green River Electric Corporation, as grantee,
	1.5 Acres	and recorded on June 22, 1956, in the office of the County Court Clerk of Daviess County, i the state of Kentucky, in Deed Book 257, on Page 315.
8 ~	Weberstown	A certain tract of land described in a certain deed, dated June 27, 1956, by Walter A. Glover
	Substation	and Blanche Glover, his wife, as grantors to Green River Electric Corporation, as grantee, and
	Hancock County	Footbod on Suly 21, 1990, In the office of the County Court Clerk of Hencock County in the
	1.08 Acres	otato or reintacky, in Deed Book 04, on Page 238.
, –	Hawesville Office	A certain tract of land described in a certain dead, dated March 31, 1980, by L 5, Hom and
	Hancock County One-Half ½ Acre	Calonie Harp, his wire, as grantors to Green River Flectric Composition, as grantee, and
	SHOTIGH 71 ACTO	received on March 31, 1960, In the office of the County Court Clerk of Hennock County in
<u>0</u> -	Hawesville	the state of Rentberry, in Deed Book 66, on Page 35.
	Substation	A certain tract of land described in a certain deed, dated June 7, 1960, by Earl L. White and Onel White his wife as constant to Const
	Hancock County	open trance, his whe, as grantors to Green River Electric Cornoration, as grantee, and
	6.01 Acres	recorded on June 8, 1960, in the office of the County Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 66, on Page 127.
	Stanley	A certain tract of land described in a certain deed, dated May 29, 1961, by J. H. Jarbos and Hattle Jarbos built
	Substation	Hards Salose, his wire, as grantors to Green River Electric Corporation, as grantee, and
	Daviess County	rocorded on way 51, 1901, in the office of the County Court Clerk of Devices County, in the
	2 Acres	CALCON REPORT DOOR BOOK SUL, ON PAGE 28.
4 -	Thruston	A certain tract of land described in a certain dead, dated March 10, 1962, by William T. Abell
	Substation Daviess County	and daily b. Abell, his wile, as drantors to Green River Electric Composition, on growthan and
	<u> </u>	received on Majon 13, 1962, in the office of the County Court Clerk of Devices County, In
		the state of Kentucky, in Deed Book 307, on Page 534.

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### Page 1 of 6

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Revised 2/03/04

## BUOK 876 PAGE 407

Substation Davless County 2.02 Acres 14 - OwensboroOffice/ Werehouse Davless County 33.90 Acres 15 - Onton Substation Webster County 2 Acres 16 - St. Joseph Substation Davless County 2 Acres 17 - Dermont Substation Davless County 2 Acres 18 - So. Hanson Warehouse/ Substation Hopkins County 5.139 Acres 19 - Hartford Office Acres 19 - Hartford Office Acres 19 - Hartford Office Acres 19 - So. Owensboro Substation No Substation Acres 19 - So. Owensboro Substation No Substation Acres 19 - So. Owensboro Substation No Substation Acres 19 - So. Owensboro Substation No	A certein tract of land described in a certain deed dated June 28, 1982, by J. C. Barnhill and Stella Barnhill, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 6, 1962, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 310, on Page 612. (a) A certain tract of land described in a certain deed, dated January 7, 1964, by Guy Wrigi and Bartha M. Wright, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 9, 1964, in the office of the County Court Clerk of Daviess County in the state of Kentucky, in Deed Book 325, on Page 293. (b) A certain tract of land described in a certain deed, dated June 24, 1971, by Thomason Industries, Inc., as grantor to Green River Electric Corporation, as grantee, and recorded on July 2, 1971, in the office of the County Clerk of Daviess County, in the state of Kentucky, in Deed Book 404, on Page 76. (c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. W. McCormick and Bonite McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 19, on Page 665. A certain tract of land described in a certain deed, dated August 4, 1965, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 1, 1965, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 310, on Page 315. A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 32, on Page 516. A certain tract of land described in a certain deed
Substation Deviess County 2.02 Acres 14 - OwensboroOffice/ Werehouse Daviess County 33.90 Acres 33.90 Acres 15 - Onton Substation Webster County 2 Acres 16 - St. Joseph Substation Daviess County 2 Acres 17 - Dermont Substation Daviess County 2 Acres 18 - So. Hanson Warehouse/ Substation Hopkins County 5.139 Acres 19 - Hartford Office Acres 19 - Hartford Office Acres Acr	<ul> <li>Stella Barnhill, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 6, 1962, in the office of the County Court Clerk of Daviess County, in the state of Kentucky. In Deed Book 310, on Page 612.</li> <li>(a) A certain tract of land described in a certain deed, dated January 7, 1964, by Guy Wrigi and Bertha M. Wright, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 9, 1964, in the office of the County Court Clerk of Daviess County In the state of Kentucky, in Deed Book 325, on Page 293.</li> <li>(b) A certain tract of land described in a certain deed, dated June 24, 1971, by Thomason Industries, Inc., as grantor to Green River Electric Corporation, as grantee, and recorded on July 2, 1971, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, In Deed Book 404, on Page 76.</li> <li>(c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. W. McCormick, and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, In Deed Book 404, on Page 76.</li> <li>(c) A certain tract of land described in a certain deed, dated August 4, 1985, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 131, on Page 315.</li> <li>A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 342, on Page 516.</li> <li>A certain tract of land described in a certain deed, dated November 28,</li></ul>
Devless County 2.02 Acres 14 - OwensboroOffice/ Warehouse Davless County 33.90 Acres 1 15 - Onton Substation Webster County 2 Acres 16 - St. Joseph Substation Davless County 2 Acres 17 - Dermont Substation Davless County 2 Acres 18 - So. Hanson Wershouse/ Substation Davless County 2 Acres 19 - Hartford Office Ohlo County 5.139 Acres 19 - Hartford Office Ohlo County 5.2 Acre Xere 2 Acre 19 - So. Owensboro Substation N N N N N N N N N N N N N	recorded on July 6, 1962, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 310, on Page 612. (a) A certain tract of land described in a certain deed, dated January 7, 1964, by Guy Wrigi and Bertha M. Wright, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 9, 1964, in the office of the County Court Clerk of Daviess County In the state of Kentucky, in Deed Book 325, on Page 293. (b) A certain tract of land described in a certain deed, dated June 24, 1971, by Thomason Industries, Inc., as grantor to Green River Electric Corporation, as grantee, and recorded on July 2, 1971, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, In Deed Book 404, on Page 76. (c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. W. McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, In Deed Book 497, on Page 665. A certain tract of land described In a certain deed, dated August 4, 1965, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davies County, In the state of Kentucky, In Deed Book 311, on Page 315. A certain tract of land described In a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, In the office of the County Court Clerk of Davies County, In the state of Kentucky, In Deed Book 342, on Page 516. A certain tract of land described In a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, In
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14 - OwensboroOffice/ Warehouse       Warehouse         Davless County       Salaso Acres         33.80 Acres       I         15 - Onton Substation       K         Webster County       E         2 Acres       I         16 - St. Joseph       K         Substation       M         Davless County       E         2 Acres       I         17 - Dermont       A         Substation       J         Davless County       g         2 Acres       I         18 - So. Hanson       A         Warehouse/       a         Substation       r         Hopkins County       s         5.139 Acres       I         19 - Hartford Office       A         Ohlo County       si         .52 Acres       K         20 - So. Owensboro       A         Substation       N	<ul> <li>(a) A certain tract of land described in a certain deed, dated January 7, 1964, by Guy Wrigi and Bartha M. Wright, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 9, 1964, in the office of the County Court Clerk of Daviess County In the state of Kentucky, in Deed Book 325, on Page 293.</li> <li>(b) A certain tract of land described in a certain deed, dated June 24, 1971, by Thomason Industries, Inc., as grantor to Green River Electric Corporation, as grantee, and recorded on July 2, 1971, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, In Deed Book 404, on Page 76.</li> <li>(c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. W. McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, In Deed Book 497, on Page 665.</li> <li>A certain tract of land described in a certain deed, dated August 4, 1965, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1965, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, In Deed Book 131, on Page 315.</li> <li>A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Daviess County, In the state of Kentucky, In Deed Book 342, on Page 516.</li> <li>A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Lee Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, In the office of the County Court Clerk of Daviess County, In the state of Kentucky, In Deed Book</li></ul>
Warehouse Davless County 33.90 Acres	and Bertha M. Wright, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 9, 1964, in the office of the County Court Clerk of Davless County In the state of Kentucky, in Deed Book 325, on Page 293. (b) A certain tract of land described in a certain deed, dated June 24, 1971, by Thomason Industries, Inc., as grantor to Green River Electric Corporation, as grantee, and recorded on July 2, 1971, in the office of the County Court Clerk of Davless County, in the state of Kentucky, In Deed Book 404, on Page 76. (c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. W. McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Davless County, in the state of Kentucky, In Deed Book 497, on Page 665. A certain tract of land described in a certain deed, dated August 4, 1986, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1965, in the office of the County Court Clerk of Webster County, In the state of Kentucky, in Deed Book 131, on Page 316. A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davles County, In the state of Kentucky, In Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Lei Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, In the office of the County Court Clerk of Davless County, In the state of Kentucky, In Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors
Davless County 33.90 Acres	and recorded on January 9, 1964, in the office of the County Court Clerk of Davless County In the state of Kentucky, in Deed Book 325, on Page 293. (b) A certain tract of land described in a certain deed, dated June 24, 1971, by Thomason Industries, Inc., as grantor to Green River Electric Corporation, as grantee, and recorded on July 2, 1971, in the office of the County Court Clerk of Davless County, in the state of Kentucky, In Deed Book 404, on Page 76. (c) A certain trect of land described in a certain deed, dated September 28, 1982, by J. W. McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Davless County, in the state of Kentucky, In Deed Book 497, on Page 665. A certain tract of land described in a certain deed, dated August 4, 1965, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1965, in the office of the County Court Clerk of Webster County, In the state of Kentucky, in Deed Book 131, on Page 315. A certain tract of land described In a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, end recorded on August 11, 1965, in the office of the County Court Clerk of Davles County, In the state of Kentucky, In Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Lee Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, In the office of the County Court Clerk of Davless County, In the state of Kentucky, In Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adems and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the offic
33.90 Acres	In the state of Kentucky, in Deed Book 325, on Page 293. (b) A certain tract of land described in a certain deed, dated June 24, 1971, by Thomason Industries, Inc., as grantor to Green River Electric Corporation, as grantee, and recorded on July 2, 1971, in the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 404, on Page 76. (c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. W. McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Davless County, in the state of Kentucky, In Deed Book 497, on Page 665. A certain tract of land described in a certain deed, dated August 4, 1965, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1965, in the office of the County Court Clerk of Webster County, In the state of Kentucky, in Deed Book 131, on Page 315. A certain tract of land described In a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davles County, in the state of Kentucky, In Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, In the office of the County Court Clerk of Davless County, In the state of Kentucky, In Deed Book 346, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, In the office of the County Court Clerk of Davless County, In the
15 - Onton Substation       //         16 - Onton Substation       //         2 Acres       r         16 - St. Joseph       //         Substation       //         Daviess County       //         2 Acres       //         17 - Dermont       //         Substation       J         Daviess County       //         2 Acres       //         17 - Dermont       //         Substation       J         Daviess County       //         2 Acres       //         18 - So. Hanson       //         Hopkins County       //         5.139 Acres       //         19 - Hartford Office       //         Ohlo County       //         .52 Acre       //         K       //         Oblo County       //         .52 Acre       //         K       //         Ohlo County       //         .52 Acre       //         K       //         20 - So. Owensboro       //         Substation       N	(b) A certain tract of land described in a certain deed, dated June 24, 1971, by Thomason Industries, Inc., as grantor to Green River Electric Corporation, as grantee, and recorded on July 2, 1971, in the office of the County Court Clerk of Davless County, in the state of Kentucky, In Deed Book 404, on Page 76. (c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. W. McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Davless County, in the state of Kentucky, In Deed Book 497, on Page 665. A certain tract of land described in a certain deed, dated August 4, 1985, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1965, in the office of the County Court Clerk of Webster County, in the state of Kentucky, In Deed Book 131, on Page 315. A certain tract of land described In a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davles County, In the state of Kentucky, In Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Lei Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, In the office of the County Court Clerk of Davless County, In the state of Kentucky, In Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Lei Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, In the office of the County Court Clerk of Davless County, In the state of Kentucky, In Deed Book 366, on
15 - Onton Substation       //         16 - Onton Substation       //         2 Acres       r         16 - St. Joseph       //         Substation       //         Daviess County       //         2 Acres       //         17 - Dermont       //         Substation       J         Daviess County       //         2 Acres       C         17 - Dermont       //         Substation       J         Daviess County       //>         2 Acres       C         18 - So. Hanson       //         Hopkins County       //>         5.139 Acres       19         19 - Hartford Office       //         Ohlo County       //         .52 Acre       //         K       //         Oblo County       //         .52 Acre       //         K       //         Ohlo County       //         .52 Acre       //         K       //         20 - So. Owensboro       //         Substation       N	Industries, Inc., es grantor to Green River Electric Corporation, as grantee, and recorded on July 2, 1971, in the office of the County Court Clerk of Davless County, in the state of Kentucky, In Deed Book 404, on Page 76. (c) A certain trect of land described in a certain deed, dated September 28, 1982, by J. W. McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Davless County, in the state of Kentucky, In Deed Book 497, on Page 665. A certain tract of land described in a certain deed, dated August 4, 1985, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1965, in the office of the County Court Clerk of Webster County, in the state of Kentucky, In Deed Book 131, on Page 315. A certain tract of land described In a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, In the office of the County Court Clerk of Davless County, In the state of Kentucky, In Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Lei Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, In the office of the County Court Clerk of Davless County, In the state of Kentucky, In Deed Book 342, on Page 516. A certain tract of land described In a certain deed, dated November 28, 1967, by Edward Lei Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, In the office of the County Court Clerk of Davless County, In the state of Kentucky, In Deed Book 366, on Page 161. A certain tract of land described In a certain deed, dated April 11, 1974, by Arthur Adems and Ruth Adams, his wife,
15 - Onton Substation       //         16 - St. Joseph       //         2 Acres       r         16 - St. Joseph       //         Substation       //         Daviess County       //         2 Acres       //         17 - Dermont       //         Substation       J         Daviess County       //         2 Acres       //         17 - Dermont       //         Substation       J         Daviess County       //         2 Acres       //         18 - So. Haneon       //         Hopkins County       //         5.139 Acres       //         19 - Hartford Office       //         Ohlo County       //         .52 Acre       //         K       //         .62 Acre       //         K       //         .62 Acre       //         K       //         .62 Acre       //         K       //         .70 - So. Owensboro       //         Substation       N	July 2, 1971, in the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 404, on Page 76. (c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. W. McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 497, on Page 665. A certain tract of land described in a certain deed, dated August 4, 1985, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1965, in the office of the County Court Clerk of Webster County, in the state of Kentucky, in Deed Book 131, on Page 315. A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Lee Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Lee Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adems and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1
15 - Onton Substation Webster County 2 Acres 16 - St. Joseph Substation Daviess County 2 Acres 17 - Dermont Substation Daviess County 2 Acres 17 - Dermont Substation Daviess County 2 Acres 18 - So. Hanson Warehouse/ Substation Hopkins County 5.139 Acres 19 - Hartford Office Ohlo County si .52 Acre Kare Collo County Substation Noi County Noi County Substation Noi County Substation Noi County Substation Noi County Substation Noi County Noi County Substation Noi County Noi County Substation Noi County Noi County Noi County Substation Noi County Substation Noi County Noi County Noi County Noi County Substation Noi County Noi County No	Kentucky, In Deed Book 404, on Page 76. (c) A certain trect of land described in a certain deed, dated September 28, 1982, by J. W. McCormick and Bonits McCormick, his wilfe, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Davless County, in the state of Kentucky, In Deed Book 497, on Page 665. A certain tract of land described in a certain deed, dated August 4, 1985, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1965, in the office of the County Court Clerk of Webster County, in the state of Kentucky, in Deed Book 131, on Page 315. A certain tract of land described In a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davles County, in the state of Kentucky, In Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1987, In the office of the County Court Clerk of Davless County, In the state of Kentucky, In Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1987, In the office of the County Court Clerk of Davless County, In the state of Kentucky, In Deed Book 366, on Page 161. A certain tract of land described In a certain deed, dated April 11, 1974, by Arthur Adems and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the st
15 - Onton Substation       /         16 - Onton Substation       /         2 Acres       t         16 - St. Joseph       /         Substation       M         Daviess County       g         2 Acres       C         17 - Dermont       /         Substation       J         Daviess County       g         2 Acres       C         17 - Dermont       /         Substation       J         Daviess County       g         2 Acres       C         18 - So. Hanson       /         Warehouse/       a         Substation       re         Hopkins County       s         5.139 Acres       19         19 - Hartford Office       /         Ohio County       si         .52 Acres       K         20 - So. Owensboro       A         Substation       N	(c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. W. McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 497, on Page 665. A certain tract of land described in a certain deed, dated August 4, 1965, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1965, in the office of the County Court Clerk of Webster County, in the state of Kentucky, in Deed Book 131, on Page 315. A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1987, In the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adems and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee on April 11, 1974, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 362, on Page 161.
15 - Onton Substation       //         Webster County       //         2 Acres       r         16 - St. Joseph       //         Substation       M         Daviess County       //         2 Acres       C         17 - Dermont       //         Substation       J         Daviess County       //         2 Acres       C         17 - Dermont       //         Substation       J         Daviess County       //         2 Acres       C         18 - So. Hanson       //         Warehouse/       a         Substation       r         Hopkins County       //         5.139 Acres       19         19 - Hartford Office       //         Ohlo County       //         .52 Acres       K         20 - So. Owensboro       //         Substation       N	McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Davless County, in the state of Kentucky, In Deed Book 497, on Page 665. A certain tract of land described in a certain deed, dated August 4, 1985, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1985, in the office of the County Court Clerk of Webster County, in the state of Kentucky, in Deed Book 131, on Page 315. A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, end recorded on August 11, 1965, in the office of the County Court Clerk of Davles County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adems and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.
15 -       Onton Substation       //         Webster County       a         2 Acres       r         16 -       St. Joseph       //         Substation       //       //         Daviess County       g         2 Acres       C         17 -       Dermont       //         Substation       J         Daviess County       g         2 Acres       C         18 - So. Hanson       //         Warehouse/       a         Substation       rd         Hopkins County       s         5.139 Acres       19         19 - Hartford Office       A         Ohlo County       si         52 Acre       K         20 - So. Owensboro       A	as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Davless County, in the state of Kentucky, In Deed Book 497, on Page 665. A certain tract of land described in a certain deed, dated August 4, 1985, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1985, in the office of the County Court Clerk of Webster County, In the state of Kentucky, in Deed Book 131, on Page 315. A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davles County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, In the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, In the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adems and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.
15 - Onton Substation       //         Webster County       a         2 Acres       r         16 - St. Joseph       //         Substation       //         Daviess County       g         2 Acres       C         17 - Dermont       //         Substation       J         Daviess County       g         2 Acres       C         17 - Dermont       //         Substation       J         Daviess County       g         2 Acres       C         18 - So. Hanson       //         Warehouse/       a         Substation       rr         Hopkins County       s         5.139 Acres       19         19 - Hartford Office       A         Ohlo County       si         .52 Acres       A         20 - So. Owensboro       A         Substation       N	Davless County, in the state of Kentucky, in Deed Book 497, on Page 665. A certain tract of land described in a certain deed, dated August 4, 1985, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1985, in the office of the County Court Clerk of Webster County, in the state of Kentucky, in Deed Book 131, on Page 315. A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davles County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Davless County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.
15 - Onton Substation       //         Webster County       a         2 Acres       r         16 - St. Joseph       //         Substation       //         Daviess County       g         2 Acres       C         17 - Dermont       //         Substation       J         Daviess County       g         2 Acres       C         18 - So. Hanson       //         Warehouse/       a         Substation       rd         Hopkins County       g         5.139 Acres       19 - Hartford Office         A       Ohlo County         .52 Acres       A         20 - So. Owensboro       A         Substation       K	A certain tract of land described in a certain deed, dated August 4, 1985, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1985, in the office of the County Court Clerk of Webster County, in the state of Kentucky, in Deed Book 131, on Page 315. A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.
15 - Onton Substation       //         Webster County       a         2 Acres       r         16 - St. Joseph       //         Substation       //         Daviess County       g         2 Acres       C         17 - Dermont       //         Substation       J         Daviess County       g         2 Acres       C         18 - So. Hanson       //         Warehouse/       a         Substation       rd         Hopkins County       g         5.139 Acres       19 - Hartford Office         A       Ohlo County         .52 Acres       A         20 - So. Owensboro       A         Substation       K	A certain tract of land described in a certain deed, dated August 4, 1985, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1985, in the office of the County Court Clerk of Webster County, in the state of Kentucky, in Deed Book 131, on Page 315. A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.
Webster County       a         2 Acres       r         16 - St. Joseph       A         Substation       M         Daviess County       g         2 Acres       C         17 - Dermont       A         Substation       J         Daviess County       g         2 Acres       C         17 - Dermont       A         Substation       J         Daviess County       g         2 Acres       C         18 - So. Haneon       A         Warshouse/       a         Substation       rr         Hopkins County       s         5.139 Acres       19 - Hartford Office         0hlo County       si         .52 Acre       A         20 - So. Owensboro       A         Substation       N	and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1965, in the office of the County Court Clerk of Webster County, in the state of Kentucky, in Deed Book 131, on Page 316. A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, end recorded on August 11, 1965, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.
2 Acres     r       16 - St. Joseph     A       Substation     M       Daviess County     g       2 Acres     C       17 - Dermont     A       Substation     J       Daviess County     g       2 Acres     C       18 - So. Hanson     A       Warehouse/     a       Substation     A       Warehouse/     a       Substation     ref       Hopkins County     s       5.139 Acres     19       19 - Hartford Office     A       Ohlo County     si       .52 Acres     K       20 - So. Owensboro     A       Substation     N	recorded on August 4, 1965, in the office of the County Court Clerk of Webster County, in the state of Kentucky, in Deed Book 131, on Page 315. A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, end recorded on August 11, 1965, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1987, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.
t 16 - St. Joseph Substation Daviess County 2 Acres 17 - Dermont Substation Daviess County 2 Acres 18 - So. Hanson Warehouse/ Substation Hopkins County 5.139 Acres 19 - Hartford Office Ohlo County .52 Acre Kare 20 - So. Owensboro Substation N	the state of Kentucky, in Deed Book 131, on Page 315. A certein tract of land described in a certein deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, end recorded on August 11, 1965, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1987, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grentors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in th state of Kentucky, in Deed Book 362, on Page 672.
16 - St. Joseph       A         Substation       M         Daviess County       g         2 Acres       C         17 - Dermont       A         Substation       J         Daviess County       g         2 Acres       C         18 - So. Hanson       A         Warehouse/       a         Substation       ref         Hopkins County       s         5.139 Acres       19 - Hartford Office         19 - Hartford Office       A         Ohlo County       si         .52 Acres       K         20 - So. Owensboro       A         Substation       N	A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky of Davies County Court Clerk of In a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.
Substation     N       Daviess County     9       2 Acres     0       17 - Dermont     A       Substation     J       Daviess County     9       2 Acres     0       18 - So. Hanson     A       Warehouse/     a       Substation     rd       Hopkins County     s       5.139 Acres     19       19 - Hartford Office     A       Ohlo County     si       .52 Acre     A       20 - So. Owensboro     A       Substation     N	Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 366, on Page 161.
Davless County     g       2 Acres     C       17 - Dermont     A       Substation     J       Davless County     g       2 Acres     C       18 - So. Hanson     A       Warehouse/     a       Substation     rd       Hopkins County     s       5.139 Acres     19 - Hartford Office       19 - Hartford Office     A       Ohlo County     si       20 - So. Owensboro     A       Substation     N	grantee, end recorded on August 11, 1965, in the office of the County Court Clerk of Davies County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in th state of Kentucky, in Deed Book 362, on Page 672.
2 Acres     C       17 - Dermont     A       Substation     J       Daviess County     g       2 Acrea     D       18 - So. Hanson     A       Warshouse/     a       Substation     r       Hopkins County     s       5.139 Acres     D       19 - Hartford Office     A       Ohlo County     si       .52 Acre     A       20 - So. Owensboro     A	County, in the state of Kentucky, in Deed Book 342, on Page 516. A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.
17 - Dermont       A         Substation       J         Daviess County       g         2 Acres       D         18 - So. Hanson       A         Warshouse/       a         Substation       rr         Hopkins County       s         5.139 Acres       A         19 - Hartford Office       A         Ohio County       s         .52 Acres       K         20 - So. Owensboro       A         Substation       N	A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Le Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.
Substation     J       Daviess County     g       2 Acres     D       18 - So. Hanson     A       Warshouse/     a       Substation     rr       Hopkins County     s       5.139 Acres     A       19 - Hartford Office     A       Ohio County     si       .52 Acres     K       20 - So. Owensboro     A       Substation     N	Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1987, In the office of the County Court Clerk of <u>Daviess County</u> , in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.
Daviess County g 2 Acres C 18 ~ So. Hanson A Warehouse/ a Substation re Hopkins County s 5.139 Acres 19 - Hartford Office A Ohlo County si .52 Acre A 20 - So. Owensboro A Substation N	grantee, and recorded on December 7, 1987, In the office of the County Court Clerk of Daviess County. In the state of Kentucky, In Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, es grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in th state of Kentucky, in Deed Book 362, on Page 672.
2 Acres     C       18 - So. Hanson     A       Warehouse/     a       Substation     re       Hopkins County     s       5.139 Acres     19       19 - Hartford Office     A       Ohlo County     si       .52 Acres     K       20 - So. Owensboro     A       Substation     N	Daviess County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in th state of Kentucky, in Deed Book 362, on Page 672.
2 Acres     C       18 - So. Hanson     A       Warehouse/     a       Substation     re       Hopkins County     s       5.139 Acres     19       19 - Hartford Office     A       Ohlo County     si       .52 Acres     K       20 - So. Owensboro     A       Substation     N	Daviess County, in the state of Kentucky, in Deed Book 366, on Page 161. A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in th state of Kentucky, in Deed Book 362, on Page 672.
18 - So. Hanson       A         Warshouse/       a         Substation       rr         Hopkins County       s         5.139 Acres       a         19 - Hartford Office       A         Ohio County       si         .52 Acres       K         20 - So. Owensboro       A         Substation       N	A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in th state of Kentucky, in Deed Book 362, on Page 672.
Warehouse/     a       Substation     rd       Hopkins County     s       5.139 Acres     a       19 - Hartford Office     A       Ohlo County     si       .52 Acres     A       20 - So. Owensboro     A       Substation     N	and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in th state of Kentucky, in Deed Book 362, on Page 672.
Substation re Hopkins County s 5.139 Acres 19 - Hartford Office A Ohio County si .52 Acre A 20 - So. Owensboro A Substation N	recorded on April 11, 1974, In the office of the County Court Clerk of Hopkins County, in th state of Kentucky, in Deed Book 362, on Page 672.
Hopkins County s 5.139 Acres 19 - Hartford Office A Ohio County si .52 Acre A 20 - So. Owensboro A Substation N	state of Kentucky, in Deed Book 362, on Page 672.
5.139 Acres 19 - Hartford Office A Ohlo County si .52 Acre A K 20 - So. Owensboro A Substation N	
Ohlo County si .52 Acre A K 20 - So. Owensboro A Substation N	
.52 Acre A K 20 - So. Owensboro A Substation N	A Gelulii libbi ol 1800 described in a certain deed dated Audust 6, 1976, hy Hermen Park, e
.52 Acre A K 20 - So. Owensboro A Substation N	single man, as granter to Green River Electric Corporation, as grantee, and recorded on
20 – So. Owensboro A Substation N	August 6, 1976; in the office of the County Court Clerk of Ohlo County, in the state of
20 – So. Owensboro A Substation N	Kentucky, in Deed Book 220, ion Page 116-117.
Substation N	A castol tract of load dearth data that doe d M do dong the
	A certain tract of land described in a certain deed, dated May 16, 1977, by and between
	Norbert Goetz and Mary Goetz, his wife, and Robert M. Moorman and Barbara Moorman, his
	wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 1,
2.410 Acres 1	1977, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in
	Deed Book 469, on Page 37.
21 - Centertown A	A certain tract of land described in a certain deed, dated August 8, 1977, by Homer Ford and
Substation K	Kathryn Ford, his wife, as grantors to Green River Electric Corporation, as grantee, and
Ohio County re	ecorded on August 13, 1977, in the office of the County Court Clerk of Ohio County, in the
2 Acrea st	state of Kentucky, in Deed Book 224, on Page 28 - 31.
22 - South Dermont A	A certain tract of land described in a certain deed, dated December 19, 1977, by and
Substation be	between William L. Reno Jr. and Barbara G. Reno, his wife, as grantors to Green River Electri
	Corporation, as grantee, and recorded on January 3, 1978, in the office of the County Court
• 1 -	Clerk of Daviess County, in the state of Kentucky, in Deed Book 473, on Page 794.
	Control Devices County, in the state of Kentucky, in Deed Book 4/3, on Page /84.
	A certain tract of land described in a certain deed, dated October 3, 1980, by and between E
	D. Rafferty and Tina Rafferty, his wife, as grantors to Green River Electric Corporation, as
	rantee, and recorded on October 10, 1980, in the office of the County Court Clerk of
2.833 Acres Di	Daviess County, in the state of Kentucky, in Deed Book 601, Page 437-439.
24 – East Owensboro A	Certain tract of land described in a certain deed, dated November 28, 1980, by and
Substation be	etween B. Chrisler and Gertrude Chrisler, his wife, as grantors to Green River Electric
Daviess County Co	
6.587 Acres Co	Corporation, as grantee, and recorded on November 28, 1980, in the office of the County
	Corporation, as grantee, and recorded on November 28, 1980, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 222, in Page 488,

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25 - Whitesville Microwave Site Daviess County .0918 Acres	A certain tract of land described in a certain deed, dated October 31, 1980, by and between Virginia C. Kelley, a widow, as grentor to Green River Electric Corporation, as grantee, and recorded on November 5, 1980, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 502, on Page 211.
26 – Nuckols Substation Daviess County 1.947 Acres	A certain tract of land described in a certain deed, dated November 9, 1982, by and between Virginia Coke, a widow, Bexter Jean Coke Jr., and Ella C. Coke, his wife, James W. Coke, single and Ben H. Coke, single, as grantors to Green River Electric Corporation, as grantee, and recorded on November 10, 1982, in the office of the County Court Clerk of McLean County, in the state of Kentucky, in Deed Book 67, on Page 93.
27 - Secremento Substation Daviess County 3.465 Acres	A certain tract of land described in a certain deed, dated December 21, 1983, by end between Emma Sue Lancaster and Pat Lancaster, her husband, and Carolyn Jackson and J. O. Jackson, her husband, and Charlotte Jackson and Charles Jackson, her husband, as grantors to Green River Electric Corporation, as grantee, and recorded on January 10, 1984, In the office of the County Court Clerk of McLean County, in the state of Kentucky, in Deed Book 104, on Page 70.
28 – Philpot Substation Daviess County 3.466 Acres	A certain tract of land described in a certain deed, dated December 10, 1987, by and between Anna Elizabeth Oberst, widow, by and through her Co-Attorneys-In-Fact, Gerald E. Oberst and Rose O. Clark, as grantors to Green River Electric Corporation, as grantee, and recorded on December 11, 1987, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 567, on Page 724.
29 - Pleasant Ridge Substation Daviess County	A certain tract of land described in a certain deed, dated July 8, 1991, by and between Donald Rock and Marie Nicely Rock, husband and wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 10, 1991, In the office of the County Court
3.305 Acres 30 - Beech Grove Substation McLean County .74 Acre	Clerk of Ohio County, in the state of Kentucky, in Deed Book 277, on Page 669. A certain tract of land described in a certain deed, dated November 18, 1997, by and between Ola Bell Edds, unmarried, as grantor to Green River Electric Corporation, as grantee, and recorded on November 18, 1997, in the office of the County Court Clerk of McLean County, in the state of Kentucky, in Deed Book 140, on Page 94.
31 - Beach Grove Substation McLean County .027 Acre	A certain tract of land described in a certain dead, dated January 8, 1998, by and between Herman B. Ward Jr. and Kathleen C. Ward, his wife, as grantors to Graen River Electric Corporation, as grantee, and recorded on January 8, 1998, in the office of the County Court Clerk of McLean County, in the state of Kentucky, in Deed Book 140, on Page 445.
32 – Lewisport Substation (Second Bay) Hancock County .888 Acre	A certain tract of land described in a certain deed, dated September 10, 1998, by and between Samuel H. Pate and Michael Pate (aka Michael Pate), his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on October 29, 1998, in the office of the County Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 118, on Page 644.
33 - Horse Fork Substation Daviess County 6.49 Acres	A certain tract of land described in a certain deed, dated January 22, 1999, by and between Rudolph D. Martin and Martha Louis Martin, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 26, 1999, in the office of the County Cou Clark of Daviess County, in the state of Kentucky, in Deed Book 696, on Page 161.
34 – Hawesville Property (Powers Street) Hancock County .579 Acre	A certain tract of land described in a certain deed, dated February 25, 1999, by and between Joel White, unmarried, Larry R. White and Jackie White, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on March 8, 1999, in the office of the County Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 119, Pages 400 – 403.
35 - Weaverton Sub. Henderson County .23 Acre	A certain tract of land described in a certain deed, dated July 16, 1937, by Straughn Suggs, et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 91, Page 139.
36 – Weaverton Sub. Henderson County .03 Acre	A certain tract of land described in a certain deed, dated April 5, 1939, by Straughn Suggs et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 93, Page 547.
.36 Acre	A certain tract of land described in a certain deed, dated April 11, 1947, by the City of Marion, Kentucky, as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Cierk of the County Court of Crittenden County, in the state of Kentucky, in Deed Book 75, Page 199.

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38 - Zion Substation	A certain tract of land described in a certain deed, dated November 25, 1952, type of fide
Henderson County	and his wife, Mary Ellen Bickett, as grantors, to the Mortgagor, as grantee, and recorded in
.49 Acre	the office of the Clerk of the County Court of Henderson County, In the state of Kentucky, i Deed Book 159, Page 409.
39 - Sebree Substation	A certain tract of land described in a certain deed, dated October 26, 1954, by E. C. Liles,
Webster County	and his wife, Veatrice Lies, as grantors, to Henderson Union Electric Cooperative Corp., or i
.34 Acre	predecessor, as grantee, and recorded in the office of the Clark of the County Court of
	Webster County, in the state of Kentucky, in Deed Book 112, Page 436.
40 - Nlagra Substation	A certain tract of land described in a certain deed, dated November 4, 1968, by James C.
Henderson County	Hicks et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor,
.34 Acre	as grantee, and recorded in the office of the County Court of Henderson County, in the stat
	of Kentucky, in Deed Book 239, Page 34.
41 - Little Dixle Sub.	A certain tract of land described in a certain deed, dated September 8, 1985, by Mae Dosse
Henderson County	et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as
1 Acre	grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in
	the state of Kentucky, In Deed Book 221, Page 387.
42 - Morganfield Sub.	A certain tract of land described in a certain deed, dated August 8, 1956, by Charles M.
Union County	Meacham, Jr., and his wife, Annie Meacham, as grantors, to Henderson Union Electric
.39 Acre	Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of
	the County Court of Union County, in the state of Kentucky, in Deed Book 158, Page 307.
43 - Marion Office	A certain tract of land described in a certain deed, dated November 2, 1953, by Robert L.
Crittenden County	Qualls, and his wife, Nellie R. Quells, as grantors, to Henderson Union Electric Cooperative
.39 Acre	Corp., or its predecessor, as grantee, and recorded in the Office of the Clerk of the County
	Court of Crittenden County, in the state of Kentucky, in Deed Book 83, Page 475.
44 - Marlon Office	A certain tract of land described in a certain deed, dated October 31, 1953, by O. J. Rice an
Crittenden County	his wife, Lura Rice, as grantors, to Henderson Union Electric Cooperative Corp., or its
.39 Acre	predecessor, as grantee, and recorded in the office of the Clerk of the County Court of
	Crittenden County, in the state of Kentucky in Deed Book 83, Page 471.
45 - Marlon Office	A certain tract of land described in a certain deed, dated October 6, 1953, by Gid Woods, a
Crittenden County	widower, as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as
.31 Acre	grantee, and recorded in the office of the Clerk of the County Court of Crittenden County, in
	the state of Kentucky, in Deed Book 83, Page 442.
46 - Providence Sub.	A certain tract of land described in a certain deed, dated February 21, 1949, by T. G. Rice
Hopkins County	and his wife, Leota Rice, as grantors, to Henderson Union Electric Cooperative Corp., or its
1.05 Acres	predecessor, as grantee, and recorded in the office of the Clerk of the County Court of
-	Hopkins County, In the state of Kentucky, in Deed Book 188, Page 249.
47 - Geneva Sub.	A certain tract of land described in a certain deed, dated June 30, 1960, by J. B. Eakins,
Henderson County	unmarried, as Grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as
.91 Acre	grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in
	the state of Kentucky, in Deed Book 199, Page 280.
18 - Henderson Sub.	A certain tract of land described in a certain deed, dated December 9, 1950, by Russell D.
Henderson County	Brown and Mary M. Brown, his wife, as grantors, to Henderson Union Electric Cooperative
.27 Acre	Corp., or its predacessor, as grantee, and recorded in the office of the Clerk of the County
	Court of Henderson County, in the state of Kentucky, in Deed Book 150, Page 44.
9 - Lyon County	(a) A certain tract of land described in a certain deed, dated February 25, 1960, by A, F.
Substation	Thomas and his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its
Lyon County	predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Lyon
1.52 Acres	County, in the state of Kentucky, in Deed Book 49, Page 292.
	(b) A certain tract of land described in a certain deed, dated August 14, 2000, by Stanley
	Thomas and Leona Guess Thomas, his wife, as grantors, to Kenergy Corp., as grantee, and
	recorded in the office of the Clerk of the County Court of Lyon County, in the state of
	Kentucky, in Deed Book 123, Page 613.
i0 - Sullivan Sub.	A certain tract of land described in a certain deed, dated May 12, 1972, by Big Rivers Rural
Crittenden County	Electric Cooperative Corporation, as grantor, to Henderson Union Electric Cooperative Corp.,
.38 Acre	or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of
.38 AC/8	a management of the second of the onlige of the Clerk of the County Court of
.38 Acre	Crittenden County in the state of Kentucky in Deed Book 111 Pege 522
.35 ACre	Crittenden County, in the state of Kentucky, in Deed Book 111, Page 532.

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. 51 Dixon Substation	A certain tract of land described in a certain deed, dated October 20, 1976, by Aubrey
Webster County	Dossett and Mary Dossett, his wife, as grantors, to Henderson Union Electric Cooperative
.92 Acre	Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County
	Court of Webster County, in the state of Kentucky, in Deed Book 169, Page 306.
52 - Dixon Substation	A certain tract of land described in a certain deed, dated May 10, 1977, by Aubrey Dossett
Webster County	and Mary Dossett, his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its
.14 Acre	predecessor, as grantee, and recorded in the office of the Clerk of the County Court of
	Webster County, In the state of Kentucky, in Deed Book 173, Page 429.
53 - Race Creek Sub.	A certain tract of land described in a certain deed, dated April 5, 1979, by C. Cooksey
Henderson County	Crafton, and Dorothy C. Crafton, his wife, as grantors, to Henderson Union Electric
1.02 Acres	Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of
	I the County Court of Henderson County, In the state of Kentucky, in Deed Book 311, Page
	/14.
54 - Lot Adjacent	A certain house and lot in the town of Marion, Crittenden County, Kentucky, in a certain deed
Marlon Office	dated January 26, 1981, by and between Farley Heirs, party of the First Part, and Henderson
Crittenden County	Union Electric Cooperative Corp., or its predecessor, party of the Second Part, and recorded in
.29 Acre	the office of the County Court Clerk of Crittenden County in the state of Kentucky, in Deed
EE IN A	BOOK 137, Page 197.
55 - Weaverton Sub.	A certain treot of land described in a certain deed, dated February 20, 1984, by Russell D.
Henderson County	brown, as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as
.033 Acre	grantee, and recorded in the office of the Clerk of the County Court of Henderson County. In
E	The state of Kentucky, in Deed Book 344, Page 189.
56- Persimmon	A certain tract of land described in a certain deed, dated April 25, 1984, by Glenn Watson,
Ridge Microwave	and his wite, Peggy Watson, as grantors, to Henderson Union Electric Cooperative Corp. or
Union County	Its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of
.06 Acre 67 – Henderson	Union County, in the state of Kentucky, in Deed Book 244, Page 357.
	A certain tract of land described in a certain dead, dated January 20, 1989, by Tommy D
Headquarters	1 app, and his wite, Theda Tapp, as parties of the First Part, grantors, and Henderson Union
Henderson County 20 Acres	Electric Cooperative Corp., or its predecessor, party of the Second Part as grantee, and
LU AGIES	recorded in the office of the Clerk of Henderson County, in the state of Kentucky, in Deed
58 - Riverport Sub.	book 393, Page 22.
Henderson County	A certain tract of land described in a certain deed, dated October 26, 1988, by Valley Grain
0.80 Acre	Products, Inc., as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor,
	as grantee, and recorded in the office of the Clerk of the County Court of Henderson County,
59 -Tyson Substation	In the state of Kentucky, in Deed Book 391, Page 434.
Henderson County	A certain tract of land and ingress and agress easement described in a certain deed dated
1.3774 Acres	November 8, 1995, by the County of Henderson, Kentucky, et al., as grantors, to Henderson
	Childrif Electric Cooperative Corp., as grantee, and recorded in the office of the Clerk of the
0 - Bon Harbor	County Court of Henderson County, in the state of Kentucky, in Deed Book 454, Page 506
Substation	A contain tract of land described in a certain deed, dated June 9, 1999, by Sare Jane
Daviess County	weively, unmarried, as grantor to Green River Electric Corporation as grantee and recorded
2 Acres	on Junio 22, 1999, in the office of the County Clerk of Davlese County in the state of
1 - Maceo Substation	Kentocky, in Deed Book 702, on Page 991.
Daviess County	A certain tract of land described in a certain deed, dated March 15, 2000, by Walter Ford,
2.103 Acres	and his wile, Cerol Ford, as grentors, to Kenerov Corp., as grantee, and recorded on March
	10, 2000, in the onice of the County Clerk of Caldwell County in the state of Kentucky in
2 - Caldwell Springs	Duga Book 710, on Page 338.
Substation	A certain tract of land described in a certain deed, dated July 12, 2000, by Vernon L. Travis,
Crittenden County	unmarried, as grantor to Kenergy Corp., as grantee, and recorded on July 15, 2000, in the
3.27 Acres	office of the County Clerk of Crittenden County, in the state of Kentucky, in Deed Book 187, on Page 121.
3 - Croseroade	
Substation	A certain tract of land described in a certain deed, dated September 29, 2000, by Gerald W. Sigler, and ble wife. Sondra K. Sieler, and ble wife.
Caldwell County	orgion, and his whe, Sandra K, Sigler, as grantors, to Kenarov Corn as grantee, and recorded
	on October 4, 2000, in the office of the County Clerk of Caldwall County, in the state of Kentucky, in Deed Book 225, on Page 498.
4	A certain tract of land denotined in a contribution in the state of th
I	A certain tract of land described in a certain deed, dated January 2, 2001, by Cosmos Broadcasting Com . South Carolina comparison
	Broadcasting Corp., a South Carolina corporation, successor by marger to WFIE, Inc., whose address is 1115 Mt. Auburg Bood, Europeille, IN 17710
	address is 1115 Mt. Auburn Road, Evansville, IN 47710, as grantor, to Kenergy Corp., as grantee, and recorded January 8, 2001, in the office of the County Clerk of Henderson

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	County, in the state of Kentucky, in Deed Book B, on Page 72.
65 – Air Park	A certain tract of land described in a certain deed, dated January 23, 2001, by and between
Substation	Economic Development Properties, Inc. and The City of Owensboro, as grantors, to Kenergy
Daviess County	Corp., as grantee, and recorded on March 13, 2001, in the office of the County Clerk of
2.643 Acres	Daviess County, in the state of Kentucky, in Deed Book 731, on Page 973.
66 - Providence	A certain tract of land described in a certain deed, dated June 12, 2002, by Big Rivers
Substation	Electric Corporation, as grantor, to Kenergy Corp., as grantee, and recorded on June 13,
Hopkins County	2002, in the office of the County Clerk of Hopkins County, in the state of Kentucky, in Deed
1.612 Acres	Book 609, on Page 220.
67 - Adams Lane	A certain tract of land described in a certain deed, dated November 22, 2002, by Kendell
Substation	Drilling Company, Inc., as grantor, to Kenergy Corp., as grantee, and recorded on November
Henderson County	22, 2002, In the office of the County Clerk of Henderson County, In the state of Kentucky, in
5.7 Acres	Deed Book 518, on Page 851.

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### SUPPLEMENTAL MORTGAGE

#### SCHEDULE C

#### EXCEPTED PROPERTY

#### NONE

Del: Doroay, King. Gray, Norment + Appoord 15-6-04 State OF KENTUCKY COUNTY OF HENDERSON. Norment + Appoord 15-6-04 State OF KENTUCKY COUNTY OF HENDERSON. Northogong Montragong County, certily that the for people Montragong Montragong Montragong was this for et 31-0-9 Octoch pe. M. kolged In my sold office for record and thet I have recorded it, the foregoing and this certificate In my sold office. Green under my hand this 544 day October 20 Q4 Refs Matthews. Sy. J. Matthews. D.C.

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