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PUBLIC SERVICE  
COMMISSION

October 19, 2012

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602

Re: Case No. 2012-00249

Dear Mr. Derouen:

In accordance with ordering paragraph 3 in the above referenced case, please find enclosed for filing with the Commission a copy of the East Kentucky Power Cooperative, Inc. ("EKPC") and U.S. Bank National Association Indenture of Mortgage, Security Agreement and Financing Statement (the "Trust Indenture").

On October 11, 2012, EKPC and U.S. Bank National Association, as trustee, executed and delivered the enclosed Trust Indenture, upon which (1) the Trust Indenture became a lien on substantially all of EKPC's real and tangible personal property and certain of EKPC's intangible property, (2) all debt secured under the Existing Mortgage also became secured under the Trust Indenture, and (3) the covenants and events of default set forth in the Existing Mortgage were deemed replaced with the covenants and events of default set forth in the Trust Indenture. Notwithstanding the effectiveness of the Trust Indenture, the Existing Mortgage will continue to be a first lien on substantially all of EKPC's real and personal property until the due recordation of the Trust Indenture and the release and cancellation by the parties to the Existing Mortgage of all of their rights, titles, liens and interests in any property of EKPC held by virtue of the Existing Mortgage. EKPC is currently in the process of recording the Trust Indenture and anticipates that the recording of the Trust Indenture will be complete and the Existing Mortgage will be released and cancelled in late 2012 or early 2013. Upon the release and cancellation of the Existing Mortgage, the replacement of the Trust Indenture for the Existing Mortgage will be complete.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'David Smart' in a cursive script.

David Smart  
General Counsel

Enclosure

4775 Lexington Road 40391  
P.O. Box 707, Winchester,  
Kentucky 40392-0707

Tel. (859) 744-4812  
Fax: (859) 744-6008  
<http://www.ekpc.coop>

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**EAST KENTUCKY POWER COOPERATIVE, INC.,  
GRANTOR,**

to

**U.S. BANK NATIONAL ASSOCIATION,  
TRUSTEE**

**INDENTURE OF MORTGAGE, SECURITY AGREEMENT AND FINANCING  
STATEMENT (OPEN-END MORTGAGE)**

Dated as of October 11, 2012

**FIRST MORTGAGE OBLIGATIONS**

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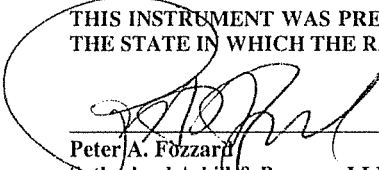
THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY.

THIS INSTRUMENT CONTAINS PROVISIONS THAT COVER REAL AND PERSONAL PROPERTY, AFTER-ACQUIRED PROPERTY, FIXTURES, FUTURE ADVANCES AND FUTURE OBLIGATIONS. THE TYPES OF PROPERTY COVERED BY THIS INSTRUMENT ARE DESCRIBED ON PAGES 1 THROUGH 6 AND EXHIBIT A HERETO.

THIS INSTRUMENT SECURES INDEBTEDNESS UP TO AND INCLUDING \$5,000,000,000, WHICH AMOUNT MAY BE INCREASED BY SUPPLEMENTAL INDENTURE. THE DATE OF MATURITY OF THIS INSTRUMENT IS DECEMBER 31, 2044 UNTIL EXTENDED BY SUPPLEMENTAL INDENTURE.

THE ADDRESSES AND SIGNATURES OF THE PARTIES TO THIS INSTRUMENT ARE STATED ON PAGES 1, 37 AND 160 THROUGH 163.

THIS INSTRUMENT WAS PREPARED BY THE FOLLOWING INDIVIDUAL IN CONSULTATION WITH COUNSEL IN THE STATE IN WHICH THE REAL PROPERTY SECURED BY THIS INSTRUMENT IS LOCATED:



\_\_\_\_\_  
Peter A. Fozzard  
Sutherland Asbill & Brennan LLP  
999 Peachtree Street, NE  
Atlanta, GA 30309  
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**THIS INDENTURE OF MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (OPEN-END MORTGAGE)**, dated as of October 11, 2012, is between **EAST KENTUCKY POWER COOPERATIVE, INC.**, a corporation organized and existing under the laws of the Commonwealth of Kentucky, as Grantor, located at 4775 Lexington Road, P.O. Box 707, Winchester, Kentucky 40392 (hereinafter called the **“Company”**), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as Trustee, located at 1349 West Peachtree Street, NW, Suite 1050, Two Midtown Plaza, Atlanta, Georgia 30309 (hereinafter called the **“Trustee”**).

### **RECITALS OF THE COMPANY**

The Company has duly authorized and issued the Existing Obligations (as hereinafter defined) and has duly authorized the creation, execution and delivery from time to time after the date hereof of its notes, bonds and other obligations for the payment of money as hereinafter provided, issuable in one or more series (hereinafter called the **“Additional Obligations”**); the Existing Obligations and the Additional Obligations hereinafter called, collectively, the **“Obligations”**); and to secure the Obligations and provide for the authentication of the Existing Obligations by the Trustee and the authentication and delivery of the Additional Obligations by the Trustee from time to time, the Company has duly authorized the execution and delivery of this Indenture.

All things have been done which are necessary to make the Existing Obligations and, when duly executed and issued by the Company and authenticated and delivered by the Trustee hereunder, the Additional Obligations the valid obligations of the Company, and to constitute this Indenture a valid indenture of mortgage, security agreement and financing statement and contract for the security of the Obligations, in accordance with the terms of the Obligations and this Indenture.

### **GRANTING CLAUSES**

**NOW, THEREFORE, THIS INDENTURE WITNESSETH**, that, to secure the payment of the principal of (and premium, if any) and interest on the Outstanding Secured Obligations (as hereinafter defined) and the performance of the covenants therein and herein contained and to declare the terms and conditions on which the Outstanding Secured Obligations are secured, and in consideration of the premises and of the purchase of, or loans and other obligations evidenced by, the Obligations, the Company by these presents does grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over, and confirm to (and does create a security interest in favor of) the Trustee, and its successors and assigns in the trust created hereby, in trust with power of sale, all property, rights, privileges and franchises of the Company (except any Excepted Property (as hereinafter defined) and any Excludable Property (as hereinafter defined)) of every kind and description, real, personal or mixed, tangible or intangible, whether now owned or hereafter acquired by the Company, wherever located, and including all and singular the following described property, subject in all

cases to Sections 5.2 and 11.2B and to the rights of the Company under this Indenture, including the rights set forth in Article V:

#### **GRANTING CLAUSE FIRST**

A. All fee, leasehold and other interests in real property described in Exhibit A attached hereto, subject in each case to the restrictions, exceptions, reservations, terms, conditions, agreements, covenants, limitations, interests and other matters of record on the date hereof;

B. All fixtures, easements, permits, licenses and rights-of-way comprising real property and all other interests in real property comprising any portion of the System (as hereinafter defined), but excluding any such property relating solely to Excludable Property; and

C. All contracts of the Company (i) that relate to the ownership, operation or maintenance of any electric generation, transmission or distribution facility owned, whether solely or jointly, by the Company, including, without limitation, all rights of the Company in and to the contracts listed on Exhibit B attached hereto, (ii) that constitute Qualified EPC Contracts, (iii) for the management or operation of all or substantially all of the System; (iv) for the purchase or sale of electric power and energy by the Company and having an original term in excess of one (1) year, including, without limitation, all rights of the Company in and to the contracts listed on Exhibit C attached hereto, (v) for the transmission of electric power and energy by or on behalf of the Company and having an original term in excess of one (1) year, and (vi) for pooling or other power supply arrangements and having an original term in excess of one (1) year, including in respect of any of the foregoing, any amendments, supplements, restatements, consolidations and replacements thereto, but excluding any of such contracts (a) that relate substantially to a facility or other property that constitutes Excludable Property or the output of such Excludable Property, or (b) for the purchase of electric power and energy by the Company for which the seller has no recourse, directly or indirectly, to the general credit of the Company, or (c) for the resale of the electric power and energy purchased pursuant to a contract described in the immediately preceding clause (b).

#### **GRANTING CLAUSE SECOND**

All other property, rights, privileges and franchises of the Company of every kind and description, real, personal or mixed, tangible or intangible, whether now owned or hereafter acquired by the Company, wherever located, including, without limitation, goods (including equipment, fuel, materials and supplies, but excluding electricity), Trust Moneys (as hereinafter defined), Designated Qualifying Securities (as hereinafter defined), accounts and general intangibles (but excluding contracts, contract rights and associated accounts and general intangibles other than contracts, contract rights and associated accounts and general intangibles in connection with contracts of the type and duration set forth in Subdivision C of Granting Clause First), and real property and interests in real property located in any of the counties in which any property described in Subdivision A or B of Granting Clause First is located, but excluding Excepted Property and Excludable Property, it being the intention hereof that all of

such property, rights, privileges and franchises now owned by the Company or acquired by the Company after the date hereof (other than Excepted Property and Excludable Property) shall be as fully embraced within and subjected to the lien hereof as if such property were specifically described herein.

### **GRANTING CLAUSE THIRD**

Also any Excepted Property or Excludable Property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof by the Company or by anyone in its behalf; and the Trustee is hereby authorized to receive the same at any time as additional security hereunder. Such subjection to the lien hereof of any Excepted Property or Excludable Property as additional security may be made subject to any reservation, limitation or condition which shall be set forth in a written instrument executed by the Company or the person so acting in its behalf or by the Trustee respecting the ownership, use and disposition of such property or the proceeds thereof.

### **GRANTING CLAUSE FOURTH**

Together with (other than Excepted Property and Excludable Property) all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and all the rents, issues, profits, revenues and other income, products and proceeds of the property subjected or required to be subjected to the lien of this Indenture, all buildings, improvements, plants, systems, works, structures, electric power plants, stations and substations, powerhouses, electric transmission and distribution lines and systems, conduits, towers, poles, wires, cables, meters, office buildings, warehouses, garages, sheds, shops, and all other structures and buildings, machinery, engines, boilers, dynamos, generators, turbines, fuel handling and transportation facilities and devices, air and water pollution control and sewage and solid waste disposal facilities, transformers, electric and mechanical appliances, tools and other equipment, apparatus, appurtenances, and all other property of any nature appertaining to any of the electric utility plants, systems, business or operations of the Company, whether or not affixed to the realty, used in the operation of any of the premises or plants or the System, or otherwise, which are now owned or hereafter acquired by the Company, and all the estate, right, title and interest of every nature whatsoever, at law as well as in equity, of the Company in and to the same and every part thereof.

### **EXCEPTED PROPERTY**

There is, however, expressly excepted and excluded from the lien and operation of this Indenture the following described property of the Company, now owned or hereafter acquired (herein sometimes referred to as “**Excepted Property**”):

A. all cash on hand or in banks or other financial institutions (excluding proceeds of the Trust Estate in which the security interest created by this Indenture continues to be perfected pursuant to the Uniform Commercial Code, for so long as such perfection continues, and also

excluding amounts deposited or required to be deposited with the Trustee pursuant to this Indenture), claims, choses in action and judgments (except claims, choses in action and judgments constituting proceeds of the contracts of the type and duration described in Subdivision C of Granting Clause First in which the security interest created by this Indenture is perfected pursuant to the Uniform Commercial Code, for so long as such perfection continues), contracts, contract rights and associated accounts and general intangibles (except to the extent set forth in Granting Clause Second), Stock (including, without limitation, any interest of the Company in the National Rural Utilities Cooperative Finance Corporation or in CoBank, ACB, but excluding Stock in any Subsidiary then issuing Designated Qualifying Securities), Undesignated Qualifying Securities (as hereinafter defined), attributes of an environmental or similar nature that are created or otherwise arise from the generation, purchase or sale of electricity or that result from the avoidance or reduction of the emission of any gas, chemical or other substance (including any and all environmental air quality credits, green credits, white credits, renewable energy credits or certificates, carbon credits, emissions reduction credits, energy efficiency or energy use reduction credits, certificates, tags, offsets, tax credits, emission allowances, or similar products or rights as well as reporting rights, however entitled, currently existing or later arising under local, state, regional, federal, or international legislation or regulation or voluntary program), bonds, notes, repurchase agreements, evidences of indebtedness and other securities and instruments, bills, patents, patent licenses and other patent rights, patent applications, service marks, trade names and trademarks, other than (i) Pledged Securities (as hereinafter defined), (ii) Designated Qualifying Securities and (iii) any other property referred to in this paragraph which is specifically described in Granting Clause First or is by the express provisions of this Indenture subjected or required to be subjected to the lien hereof;

B. all automobiles, buses, trucks, truck cranes, tractors, trailers, rolling stock, railcars and similar vehicles and movable equipment, and all parts, tools, accessories and supplies used in connection with any of the foregoing;

C. all vessels, boats, barges and other marine equipment, all airplanes, airplane engines and other flight equipment, and all parts, tools, accessories and supplies used in connection with any of the foregoing;

D. all goods, inventory, wares and merchandise acquired or produced for the purpose of resale in the ordinary course of business, all materials and supplies and other personal property, other than fuel, which are consumable (otherwise than by ordinary wear and tear) in their use in the operation of the business of the Company, and all hand and other portable tools and equipment;

E. all office furniture, equipment and supplies and all data processing, accounting and other computer equipment, software and supplies;

F. all leasehold interests of the Company (for other than office purposes) under leases for an original term (including any period for which the Company shall have a right of renewal) of less than five (5) years;

G. all leasehold interests for office purposes;

H. all timber separated from the land included in the Trust Estate (as hereinafter defined) and all coal, ore, gas (natural or otherwise), oil and other minerals, mined, extracted or otherwise separated from the land included in the Trust Estate and all electric energy, gas, steam, water and other products generated, produced or purchased;

I. the last day of the term of each leasehold estate (oral or written) and any agreement therefor, now or hereafter enjoyed by the Company and whether falling within a general or specific description of property herein; **PROVIDED, HOWEVER**, that the Company covenants and agrees that it will hold each such last day in trust for the use and benefit of the Holders (as hereinafter defined);

J. all permits, licenses, franchises, leases, contracts, agreements, contract rights and other rights not specifically subjected or required to be subjected to the lien hereof by the express provisions of this Indenture, whether now owned or hereafter acquired by the Company, which by their terms or by reason of applicable law would become void or voidable if granted, conveyed, mortgaged, transferred, assigned or pledged hereunder by the Company or which cannot be granted, conveyed, mortgaged, transferred, assigned or pledged by this Indenture without the consent of other parties whose consent is not secured, or without subjecting the Trustee to a liability not otherwise contemplated by the provisions of this Indenture, or the granting, conveying, mortgaging, transferring, assigning or pledging of which would result in a breach or a default thereof or would permit the termination or cancellation thereof, or which otherwise may not be hereby lawfully and effectively granted, conveyed, mortgaged, transferred, assigned and pledged by the Company;

K. all property, real, personal and mixed, which is:

(i) not specifically described in the Granting Clauses;

(ii) not specifically subjected or required to be subjected to the lien of this Indenture by any provision hereof;

(iii) not part of or used or for use in connection with any property specifically subjected or required to be subjected to the lien hereof by the express provisions of this Indenture; and

(iv) located outside the Commonwealth of Kentucky or the State of Ohio.

L. all personal property located outside the Commonwealth of Kentucky or the State of Ohio in which a security interest cannot be perfected solely by the filing of a financing statement under the Uniform Commercial Code;

M. any personal property in which a security interest cannot be lawfully perfected under the laws of the United States or of any state or in which the grant of a security interest would in the Opinion of Counsel be prohibited by applicable law;

N. all property released from the lien of this Indenture without being sold, exchanged or otherwise disposed of by the Company, as provided in Section 5.2;

O. all nuclear fuel, coal, oil and natural gas located outside the Commonwealth of Kentucky or the State of Ohio; and

P. the property described on Exhibit D attached hereto.

**PROVIDED, HOWEVER,** that if, upon the occurrence of an Event of Default (as hereinafter defined), the Trustee, or any separate trustee or co-trustee appointed under Section 9.14 or any receiver appointed pursuant to statutory provision or order of court, shall have entered into possession of all or substantially all of the Trust Estate, all the Excepted Property described or referred to in the foregoing paragraphs A through H, inclusive, then owned or thereafter acquired by the Company, shall immediately, and, in the case of any Excepted Property described or referred to in paragraphs I, J, L, and N, upon demand of the Trustee or such other trustee or receiver, become subject to the lien hereof to the extent permitted by law, and the Trustee or such other trustee or receiver may, to the extent permitted by law, at the same time likewise take possession thereof, and whenever all Events of Default shall have been cured and the possession of all or substantially all of the Trust Estate shall have been restored to the Company, such Excepted Property shall again be excepted and excluded from the lien hereof to the extent and otherwise as hereinabove set forth.

#### **EXCLUDABLE PROPERTY**

There is also, however, expressly excepted and excluded from the lien and operation of this Indenture all Excludable Property, now owned or hereafter acquired.

The Company may, however, pursuant to Granting Clause Third, subject to the lien of this Indenture any Excepted Property or Excludable Property, whereupon the same shall cease to be Excepted Property or Excludable Property.

#### **HABENDUM**

**TO HAVE AND TO HOLD** all such property, rights, privileges and franchises hereby and hereafter (by Supplemental Indenture (as hereinafter defined) or otherwise) granted, bargained, sold, alienated, remised, released, conveyed, assigned, transferred, mortgaged hypothecated, pledged, set over or confirmed (or in which a security interest is granted) as aforesaid, or intended, agreed or covenanted so to be, together with all the tenements, hereditaments and appurtenances thereto appertaining (said properties, rights, privileges and franchises, including any cash and securities hereafter deposited or required to be deposited with the Trustee (other than any such cash which is specifically stated herein not to be deemed part of

the Trust Estate) being herein collectively called the “**Trust Estate**”), unto the Trustee, and its successors and assigns in the trust herein created, forever.

**SUBJECT, HOWEVER**, to (i) Permitted Exceptions (as hereinafter defined) and (ii) to the extent permitted by Section 13.6 as to property hereafter acquired (a) any duly recorded or perfected prior mortgage or other lien that may exist thereon at the date of the acquisition thereof by the Company and (b) purchase money mortgages, other purchase money liens, chattel mortgages, conditional sales agreements or other title retention agreements created by the Company at the time of acquisition thereof.

**BUT IN TRUST, NEVERTHELESS**, with power of sale, for the equal and proportionate benefit and security of the Holders from time to time of all the Outstanding Secured Obligations without any priority of any such Obligation over any other such Obligation and for the enforcement of the payment of such Obligations in accordance with their terms.

**UPON CONDITION** that, until the happening of an Event of Default and subject to the provisions of Article V, and not in limitation of the rights elsewhere provided in this Indenture, including the rights set forth in Article V, the Company shall be permitted to (i) possess and use the Trust Estate, except cash, securities, Designated Qualifying Securities and other personal property deposited, or required to be deposited, with the Trustee, (ii) explore for, mine, extract, separate and dispose of coal, ore, gas, oil and other minerals, and harvest standing timber, and (iii) receive and use the rents, issues, profits, revenues and other income, products and proceeds of the Trust Estate.

**THIS INDENTURE** is given to secure the Outstanding Secured Obligations. Should the indebtedness secured by this Indenture be paid according to the tenor and effect thereof when the same shall become due and payable and should the Company perform all covenants herein contained in a timely manner, then this Indenture shall be canceled and surrendered.

**AND IT IS HEREBY COVENANTED AND DECLARED** that all the Existing Obligations are to be authenticated, the Additional Obligations are to be authenticated and delivered, the Outstanding Secured Obligations are to be secured and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, and the Company does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit of all Holders of the Outstanding Secured Obligations, as follows:

## **ARTICLE I**

### **DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION**

#### **Section 1.1 Definitions.**

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:



A. The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

B. At any time at which this Indenture is qualified or required to be qualified under the TIA (as hereinafter defined), all other terms used herein which are defined in the TIA either directly or by reference therein, have the meanings assigned to them therein.

C. All accounting terms not otherwise defined herein have the meanings assigned to them, and all determinations and computations herein provided for shall be made, in accordance with Accounting Requirements (as hereinafter defined), and the express reference to "Accounting Requirements" with respect to certain terms, determinations or computations shall not imply that other terms, determinations and computations shall not be defined or made in accordance with "Accounting Requirements."

D. All references herein to "Accounting Requirements" refer to such requirements as of the date of such determination or computation or, at the election of the Company from time to time, as of the date of the execution and delivery of this Indenture.

E. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

F. The words "include" and "including" shall not be terms of limitation, and shall in all cases, whether or not expressly provided, be read to be "include, without limitation," and "including, without limitation," respectively.

G. All references in this instrument to designated Articles, Sections and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed, unless such Article, Section or other subdivision of this instrument shall have been amended, in which case the reference shall be to such Article, Section or other subdivision as so amended.

H. A definition of or reference to any document, instrument or agreement includes any amendment to, or supplement to, or restatement, replacement, modification or novation of, any such document, instrument or agreement unless otherwise specified in such definition or in the context in which such reference is used.

Certain terms used principally in Article IX are defined in that Article.

**"Accountant"** means a Person engaged in the practice of accounting who (except as otherwise expressly provided in this Indenture) may be employed by or affiliated with the Company and who need not be independent, certified, licensed or public.

**"Accounting Requirements"** means the requirements of the system of accounts prescribed by RUS so long as RUS is the Holder of any Obligation; **PROVIDED, HOWEVER**, that if the Company is specifically required by FERC to employ the system of accounts

prescribed by FERC, then “**Accounting Requirements**” means the system of accounts prescribed by FERC; **PROVIDED, FURTHER, HOWEVER**, that if RUS is not a Holder of any Obligation or, if a Holder, RUS does not prescribe a system of accounts applicable to the Company, and the Company is not specifically required by FERC to employ the system of accounts prescribed by FERC, or FERC does not prescribe a system of accounts applicable to the Company, then “**Accounting Requirements**” means the requirements of generally accepted accounting principles applicable to similar Persons conducting business similar to that of the Company. Generally accepted accounting principles refers to a common set of accounting standards and procedures that are either promulgated by an authoritative accounting rulemaking body or accepted as appropriate due to wide spread application in the United States.

“**acquire**” means to acquire by lease, purchase, exchange, construction, merger, consolidation, conveyance, transfer or otherwise. The terms “**acquired**,” “**acquiring**” and “**acquisition**” have meanings correlative to the foregoing.

“**Acquired Facility**” means any property which, within six (6) months prior to the date of its acquisition by the Company, has been used or operated by a Person or Persons other than the Company for a purpose similar to that in which such property has been or is to be used or operated by the Company.

“**Act**” when used with respect to any Holder or Holders has the meaning stated in Section 1.2.

“**Additional Obligations**” has the meaning stated in the first recital of this Indenture and includes any Obligation authenticated and delivered hereunder after the date hereof.

“**Affiliate**” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “**control**” of any specified Person means the power to direct the management and policies of such specified Person, directly or indirectly, whether through the ownership of Stock, by contract or otherwise; and the terms “**controlling**” and “**controlled**” have meanings correlative to the foregoing.

“**Amount of Property Additions**” or “**Amount**” as applied to any Property Additions means the Cost to the Company of such Property Additions or the Fair Value to the Company of such Property Additions, whichever is less.

“**Application**” means an application for the authentication and delivery of Additional Obligations, the advance or issuance of any unadvanced or unissued portion of any Conditional Obligation or series of Obligations, the release of property, the withdrawal of cash or the surrender or redesignation of Designated Qualifying Securities under any provision of this Indenture and shall consist of, and shall not be deemed complete until there shall have been delivered to the Trustee, such cash, Obligations, Designated Qualifying Securities, securities and documents as are required by such provision to establish the right of the Company to the action

applied for. The date of a particular Application shall be deemed to be the date of completion of all such deliveries to the Trustee and not the date on any particular document so delivered.

**“Appraiser”** means a Person regularly engaged in the business of appraising property who (except as otherwise expressly provided in this Indenture) may be employed by or affiliated with the Company.

**“Authenticating Agent”** when used with respect to any particular series of Obligations means any Person named as Authenticating Agent for said series in the provisions of this Indenture creating said series until a successor Authenticating Agent therefor becomes such pursuant thereto, and thereafter **“Authenticating Agent”** shall mean such successor.

**“Available Margins Certificate”** means an Officers’ Certificate, dated not more than thirty (30) days prior to the date of the related Application, and signed by, in addition to the two Officers signing the same, a Person, who may be one of such Officers, signing as an Accountant, stating that:

A. the Margins for Interest for either (i) the most recent fiscal year of the Company for which the Company is required (or would be required if this Indenture were required to be qualified under the TIA) to have provided to the Trustee, on or before the date of the related Application, financial statements pursuant to Section 10.4, or (ii) any twelve (12) consecutive calendar months during the period of eighteen (18) calendar months immediately preceding the first day of the calendar month in which the relevant Application is made, are not less than 1.10 times the Interest Charges during such fiscal year or other twelve (12) month period; **PROVIDED, HOWEVER**, that if such fiscal year is the fiscal year ending December 31, 2011 or December 31, 2012, then, in lieu of Margins for Interest, stating that the Times Interest Earned Ratio (as defined in the Existing Mortgage) is not less than 1.05 for such fiscal year; and

B. the Margins for Interest have been calculated in accordance with the definitions contained in this Section; **PROVIDED, HOWEVER**, that if the applicable certification in paragraph A above is of the Times Interest Earned Ratio and not Margins for Interest, stating that the Times Interest Earned Ratio has been calculated in accordance with the definitions contained in the Existing Mortgage.

If any period of twelve (12) months referred to in such Available Margins Certificate has been a period with respect to which an annual report is required to be provided by the Company pursuant to Section 10.4, such Certificate shall be accompanied by an Independent Accountant’s Certificate stating in substance that nothing came to the attention of such Accountant in connection with the audit of such period which would lead such Accountant to believe that there was any incorrect or inaccurate statement in such Certificate.

**“Board of Directors”** means either the board of directors of the Company or any duly authorized committee of such board.

**“Board Resolution”** means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

**“Bondable Additions”** means the excess of (i) the Amount of Property Additions over (ii) the amount of Retirements (less credits thereto), computed in accordance with Section 4.2 and certified as Bondable Additions in the Summary of Certificate as to Bondable Additions then being filed in accordance with Section 4.2.

**“Bondable Property”** means all Property Additions, the Charleston Bottoms Property and all property owned by the Company on the Cut-Off Date which would constitute Property Additions if acquired after that date (except for the requirement to deliver Title Evidence with respect to such property).

**“Book-Entry System”** means that system whereby the clearance and settlement of transactions in Obligations held in such system is made through electronic book-entry changes, thereby eliminating the need for physical movement of Obligations certificates or other instruments.

**“Capital Assets Lease”** has the meaning stated in Section 6.6.

**“Cede & Co.”** means Cede & Co., as nominee for DTC, and any successor nominee of DTC.

**“Certificate as to Bondable Additions”** means an Officers’ Certificate, dated not more than thirty (30) days prior to the date of the related Application, complying with the requirements of Section 4.2 and signed, in addition to the two Officers signing the same as officers, by a Person, who may be one of such Officers, signing as an Engineer or an Appraiser and a Person, who may be one of such Officers, signing as an Accountant; provided, however, that, unless a Person signing as an Engineer, Appraiser or Accountant is also one of the two signing Officers, a Person signing as one of such experts may state that he is signing only with respect to the particular portions of the Certificate as to Bondable Additions that are within his expertise; provided further, however, that all portions of the Certificate as to Bondable Additions must be within the expertise of one of such signing experts.

**“Certified Progress Payments”** means payments, made by the Company under or in connection with a Qualified EPC Contract, for generation and related facilities (including electric transmission and fuel supply facilities) that will constitute Property Additions upon the performance of such Qualified EPC Contract, that are certified by the Company to the Trustee as the basis for (i) loans or advances under Conditional Obligations under Section 4.8 or (ii) the authentication and delivery of Additional Obligations under Section 4.10.

**“Charleston Bottoms Property”** means all property acquired by the Company from Charleston Bottoms Rural Electric Cooperative Corporation on or prior to the date hereof.

**“Commission”** means the Securities and Exchange Commission, as from time to time constituted, created under the Securities Exchange Act of 1934, or if at any time after the execution of this instrument such Commission is not existing and performing the duties theretofore assigned to it under the TIA, then the body performing such duties at such time.

**“Company”** means the Person named as the “Company” in the first paragraph of this instrument until a successor corporation shall have become such pursuant to the applicable provisions of this Indenture, and thereafter, except to the extent otherwise contemplated by Section 11.2B, **“Company”** shall mean such successor Person.

**“Company Consent,” “Company Order”** and **“Company Request”** mean, respectively, a written consent, order or request signed in the name of the Company by an Officer of the Company, and delivered to the Trustee.

**“Conditional Obligations”** has the meaning stated in Section 4.8.

**“Cost to the Company”** of Property Additions means the actual cost of acquisition thereof by the Company determined in accordance with Accounting Requirements. Such cost of acquisition shall include capitalized interest and other expenses (including, without limitation, taxes, engineering costs and expenses, legal costs and expenses, allocated administrative charges, insurance, casualties and supervisory fees and expenses) relating to such acquisition and properly chargeable to the Company’s property accounts in accordance with Accounting Requirements. When the consideration for Property Additions consists (in whole or in part) of property or securities, the fair market value of such consideration (as of the date of the transfer and delivery thereof) shall be deemed the equivalent of cash in the determination of cost. The Cost to the Company of any Property Additions acquired as an Acquired Facility shall include the cost to the Company of any franchises, contracts, operating agreements and other rights and Non-Bondable Property simultaneously acquired with, and related to, such Property Additions, for which no separate or distinct consideration shall have been paid or apportioned; and, except in such case, the Cost to the Company of any property, only part of which constitutes Property Additions and all of which is acquired for a single consideration, shall be properly allocated in the Certificate as to Bondable Additions in which such Property Additions are certified to the Trustee. In the case of Property Additions consisting of property owned by a successor corporation at the time it shall have become such by consolidation, merger, conveyance or transfer as provided in Article XI, or acquired by it by such consolidation, merger, conveyance or transfer, the Cost to the Company shall be the gross amount at which such property is recorded in the plant or property accounts (exclusive of any amounts carried in plant or property adjustment accounts) on the books of such successor corporation, or the constituent or predecessor corporation from which such property was acquired, immediately prior to such consolidation, merger, conveyance or transfer, less related reserves for depreciation, depletion, obsolescence, retirements and amortization as of that date.

**“Credit Enhancement”** means, with respect to any Obligation, the provision of an insurance policy, letter of credit, surety bond or any other undertaking, whereby the provider thereof becomes unconditionally obligated to pay when due, to the extent not paid by the

Company or otherwise, the principal of and interest on such Obligation or on another obligation the payment on which is (i) secured by such Obligation or (ii) credited against the principal and interest due on such Obligation.

**“Credit Enhancer”** means any Person that, pursuant to this Indenture or a Supplemental Indenture, is designated as a Credit Enhancer and which provides Credit Enhancement.

**“Credit Obligations”** has the meaning stated in Section 4.7.

**“Cut-Off Date”** means August 31, 2012.

**“Defaulted Interest”** has the meaning stated in Section 3.9.

**“Defeasance Securities”** means and includes any of the following securities, if and to the extent the same are not subject to redemption or call prior to maturity by anyone other than the holder thereof and are at the time legal for investment of the Company’s funds:

A. any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America; and

B. any certificates or any other evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in paragraph A above.

**“Deposited Cash”** has the meaning stated in Section 4.5.

**“Designated Qualifying Securities”** means, as of the date of determination, such Qualifying Securities held by the Trustee which have been designated by the Company (i) pursuant to Section 4.4 as the basis for the issuance and delivery of Additional Obligations, (ii) pursuant to Section 4.6 as the basis for the withdrawal of Deposited Cash, (iii) pursuant to Section 4.8 as the basis for the advance or issuance of any unadvanced or unissued portion of any Conditional Obligation or series of Conditional Obligations, (iv) pursuant to Section 5.2 as the basis for the release of property, (v) pursuant to Section 6.4 as the basis for the withdrawal of Trust Moneys or (vi) pursuant to Section 16.3B as the basis for surrender or redesignation of other Designated Qualifying Securities; subject in all such cases to redesignation or surrender thereof pursuant to Section 16.3.

**“Distribution”** has the meaning stated in Section 13.15.

**“DTC”** means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

**“DTC Participant”** means a broker-dealer, bank or other financial institution for which DTC holds Obligations.

**“Engineer”** means a Person regularly engaged in the engineering profession who (except as otherwise expressly provided in this Indenture) may be employed by or affiliated with the Company and who need not be independent, certified or licensed.

**“Event of Default”** has the meaning stated in Section 8.1 or in any Supplemental Indenture. An Event of Default shall “exist” if an Event of Default shall have occurred and be continuing.

**“Excepted Property”** has the meaning stated in the Granting Clauses hereof.

**“Excludable Property”** means property with respect to which an Officers’ Certificate has been delivered to the Trustee pursuant to paragraph (5) of the definition of “Property Additions” below, the output of such property, and all property rights, privileges and franchises of every kind and description, real, personal or mixed, tangible or intangible, whether now owned or hereafter acquired by the Company, wherever located, including, without limitation, goods (including equipment, fuel, materials and supplies), accounts and general intangibles, relating solely to such certified property or the output of such property.

**“Existing Mortgage”** means that certain Restated and Consolidated Mortgage and Security Agreement, dated as of January 2, 2004, among the Company, as mortgagor, and the United States of America, acting through the Administrator of RUS, and National Rural Utilities Cooperative Finance Corporation, as mortgagees, as amended or supplemented.

**“Existing Obligations”** means the promissory notes and other obligations identified on Exhibit E attached hereto and authenticated by the Trustee, pursuant to Section 2.1, any future advances thereunder and any amendments, supplements, extensions, replacements or restatements thereof consistent with Section 3.2(a).

**“Fair Value to the Company”** means, when used with respect to any particular Property Additions, the fair value thereof to the Company, determined as of the date of the Company’s acquisition of such Property Additions and in accordance with the provisions of this Indenture; **PROVIDED, HOWEVER**, that the “Fair Value to the Company” of Property Additions that would not constitute Property Additions but for satisfaction of the conditions set forth in clauses (i) and (ii) of paragraph (4) of the definition of “Property Additions” set forth below shall not exceed the product obtained by multiplying the Fair Value to the Company of such Property Additions (determined as if the remaining term of the leasehold interest to which such property relates were equal to the remaining useful economic life of such property) by a fraction, the numerator of which shall be the remaining term of the leasehold interest to which such property relates (including any periods for which the Company has the option to extend or renew such leasehold interest) as of the date of the Application and the denominator of which is the useful economic life of such Property Additions; and **PROVIDED, FURTHER**, that the “Fair Value to the Company” of Property Additions that would not constitute Property Additions but for satisfaction of the conditions set forth in clause (ii) of paragraph C of the definition of “Property Additions” shall take into account any irrevocable deposit by the Company of cash or securities (which securities must be rated by any nationally recognized statistical rating organization the

higher of (1) “A” or (2) as high as any series of Obligations are rated) in a fund or funds for the exclusive purposes of discharging or securing the Company’s obligations to make rental payments and payments of a fixed price purchase option under any such lease. The Fair Value to the Company of any particular Property Additions subject to a lien constituting a Permitted Exception or permitted by the proviso to Section 5.2D(2), shall be determined as if such property were free of such lien.

“**FERC**” means the Federal Energy Regulatory Commission, or any agency or other governmental body succeeding to the functions thereof.

“**Holder**” when used with respect to any Obligation means the Person in whose name such Obligation is registered in the Obligation Register.

“**Indenture**” means this instrument as originally executed or as it may from time to time be supplemented, modified or amended by one or more indentures or other instruments supplemental hereto (including Supplemental Indentures) entered into pursuant to the applicable provisions hereof.

“**Independent**” when used with respect to any specified Person means such a Person who (i) is in fact independent, (ii) does not have any direct financial interest or any material indirect financial interest in the Company or in any other obligor upon the Obligations or in any Affiliate of the Company or of such other obligor and (iii) is not connected with the Company or such other obligor as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions. Whenever it is herein provided that any Independent Person’s opinion or certificate shall be furnished to the Trustee, such opinion or certificate shall state that the signer has read this definition and that the signer is Independent within the meaning thereof.

“**Interest Charges**” for any period means the total interest charges (whether capitalized or expensed, provided that the obligation for the payment of such charges is secured under the Indenture or any Prior Lien), of the Company for such period (determined in accordance with Accounting Requirements), with respect to interest accruing on (i) Outstanding Secured Obligations of the Company, or (ii) outstanding Prior Lien Obligations of the Company, in all cases including amortization of debt discount and premium on issuance, but excluding all interest charges with respect to interest accruing on (a) Obligations authenticated and delivered on the basis of Qualifying Securities issued by a wholly-owned Subsidiary of the Company if such Subsidiary is required under such Qualifying Securities Indenture to earn Margins for Interest of not less than 1.10 times Interest Charges under a rate covenant substantially identical in substance to Section 13.14, and (b) Obligations that have actually been paid by another Person that has agreed to be primarily liable for such Obligations pursuant to an assumption agreement or similar undertaking, provided such assumption agreement or similar undertaking is not a mechanism by which the Company continues to make payments to such Person based on payments made by such Person on account of its assumed liability or by which the Company otherwise seeks to avoid having interest related to such Obligations included in the definition of Interest Charges without the economic substance of an assumption of liability on the part of such



Person; **PROVIDED, HOWEVER**, that with respect to any calculation of Interest Charges for any period prior to the date hereof, “**Interest Charges**” means the total interest charges (whether capitalized or expensed) of the Company for such period (determined as provided in the Existing Mortgage) with respect to interest accruing on indebtedness the obligation for the payment of which is secured under the Existing Mortgage or by a lien against property subject to the Existing Mortgage prior to or on a parity with the lien of the Existing Mortgage, other than “Permitted Encumbrances” (as defined in the Existing Mortgage), in all cases including amortization of debt discount and premium on issuance.

“**Interest Payment Date**” means the Stated Maturity of an installment of interest on the Obligations.

“**Leased Assets**” has the meaning stated in Section 6.6.

“**Margins for Interest**” means, for any period, the sum of (i) net margins of the Company for such period (which, except as otherwise provided in this definition, shall be determined in accordance with Accounting Requirements), which shall include revenues of the Company, if any, subject to possible refund at a future date, but which shall exclude provisions for any (a) non-recurring charge to income, whether or not recorded as such on the Company’s books, of whatever kind or nature (including, without limitation, the non-recoverability of assets or expenses), except to the extent the Board of Directors determines to recover such non-recurring charge in Rates (as hereinafter defined), and (b) refund of revenues collected or accrued by the Company in any prior year subject to possible refund; plus (ii) Interest Charges; plus (iii) the amount, if any, included in net margins for accruals for Federal and state income and other taxes imposed on income after deduction of interest expense for such period; plus (iv) the amount, if any, included in net margins for any losses incurred by any Subsidiary or Affiliate of the Company; plus (v) the amount, if any, the Company actually receives in such period as a dividend or other distribution of earnings of any Subsidiary or Affiliate (whether or not such earnings were for such period or any earlier period or periods); minus (vi) the amount, if any, included in net margins for any earnings or profits of any Subsidiary or Affiliate of the Company; and minus (vii) the amount, if any, the Company actually contributes to the capital of, or actually pays under a guarantee by the Company of an obligation of, any Subsidiary or Affiliate in such period to the extent of any accumulated losses incurred by such Subsidiary or Affiliate (whether or not such losses were for such period or any earlier periods), but only to the extent (x) such losses have not otherwise caused other contributions or payments to be included in net margins for purposes of computing Margins for Interest for a prior period and (y) such amount has not otherwise been included in net margins.

“**Maturity**” means, when used with respect to any Obligation, the date on which the principal of such Obligation, or any installment thereof, becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration or call for redemption, purchase or prepayment or otherwise; **PROVIDED, HOWEVER**, any obligation to purchase or otherwise acquire any Additional Obligation from its Holder shall not constitute an

undertaking to pay the principal of such Obligation if so provided in the Supplemental Indenture creating such Additional Obligation.

**“Non-Bondable Property”** means any property owned by the Company other than Bondable Property.

**“Obligation Register”** and **“Obligation Registrar”** have the respective meanings stated in Section 3.7.

**“Obligations”** has the meaning stated in the first recital of this Indenture.

**“Officer”** for purposes of any consent, order, certificate, opinion, request or other writing to be delivered hereunder or other action hereunder means the Chairman, Vice Chairman, Secretary, Treasurer, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer or any other officer or employee of the Company authorized by a Board Resolution to give such consent, order, certificate or opinion, or make such request or perform such action.

**“Officers’ Certificate”** means a certificate signed by any two Officers of the Company. Wherever this Indenture requires that an Officers’ Certificate be signed also by an Engineer or an Accountant or other expert, such Engineer, Accountant or other expert may (except as otherwise expressly provided in this Indenture) be employed by the Company and may be one of the two signing Officers.

**“Opinion of Counsel”** means a written opinion (or, in the case of matters relating to title or the existence or priority of liens, a written certificate) of counsel who may (except as otherwise expressly provided in this Indenture) be employed by, or be outside counsel to, the Company and who shall be reasonably acceptable to the Trustee. The acceptance by the Trustee of such opinion shall be sufficient evidence that such counsel is reasonably acceptable to the Trustee.

**“Original Issue Discount Obligation”** means any Obligation declared to be an “Original Issue Discount Obligation” in the Supplemental Indenture establishing the series to which such Obligation belongs.

**“Outstanding”** when used with respect to Obligations means, as of the date of determination, all Existing Obligations authenticated under this Indenture and all Additional Obligations authenticated and delivered under this Indenture, except:

A. Obligations, or any portion thereof, theretofore canceled by the Trustee or delivered to the Trustee for cancellation or delivered to the Trustee marked canceled, satisfied or otherwise evidenced to the Trustee’s satisfaction as paid (and which amount may not be readvanced);

B. Obligations for whose payment or redemption money or Defeasance Securities in the necessary amount (such amount to be established by the opinion of a

nationally recognized firm of Independent public accountants expressed in a certificate signed by such firm and delivered to the Trustee) has been theretofore deposited with the Trustee or any Paying Agent (other than the Company) in trust, for the Holders of such Obligations, **PROVIDED** that, if such Obligations are to be redeemed or prepaid, irrevocable notice of such redemption or prepayment has been duly given or other provision therefor satisfactory to the Trustee has been made;

C. Obligations which have been paid pursuant to Section 3.8 or in exchange for or in lieu of which other Obligations have been authenticated and delivered pursuant to this Indenture, other than any such Obligations in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Obligations are held by a bona fide purchaser in whose hands such Obligations are valid obligations of the Company; and

D. Additional Obligations which have not been sold, pledged or subjected to a security interest and have been surrendered to the Trustee, or which a portion thereof has not been advanced and with respect to such portion any commitment to advance thereunder has terminated, as provided in the last paragraph of Section 4.1;

**PROVIDED, HOWEVER**, that in determining whether the Holders of the requisite principal amount of Obligations Outstanding or the Obligations Outstanding of a series, as the case may be, have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Obligations owned by the Company or any other obligor upon the Obligations or any Affiliate of the Company or of such other obligor (unless the Company, such obligor and such Affiliate or Affiliates own all Obligations Outstanding under this Indenture, or as to matters relating solely to a particular series all Obligations Outstanding of such series, as the case may be, determined without regard to this proviso) shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Obligations which are registered in the name of the Company or an Affiliate of the Company of which the Trustee has been given written notice shall be so disregarded. Obligations so owned which have been pledged in good faith may be regarded as Outstanding for such purposes if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Obligations and that the pledgee is not the Company or any other obligor upon the Obligations or any Affiliate of the Company or of such other obligor. For purposes of the definition of "Outstanding," neither any Credit Enhancer nor RUS shall be an obligor upon the Obligations.

**"Outstanding"** when used with respect to Qualifying Securities, has the meaning contained in the related Qualifying Securities Indenture.

**"Outstanding Secured Obligations"** means, as of the date of determination, (i) all Obligations then Outstanding other than Obligations then owned by the Company or any wholly-owned Subsidiary and held in its treasury and (ii) all Obligations, if any, alleged to have been destroyed, lost or stolen which have been replaced or paid as provided in Section 3.8 but whose ownership and enforceability by the Holder thereof have been established by a court of

competent jurisdiction or other competent tribunal or otherwise established to the satisfaction of the Company and the Trustee.

**“Paying Agent”** means the Company and any Person authorized by the Company to pay the principal of (and premium, if any) or interest on any Obligations on behalf of the Company.

**“Periodic Offering”** means an offering of Additional Obligations of a series from time to time any or all of the specific terms of which Additional Obligations, including the rate or rates of interest, if any, thereon, the Stated Maturity or Maturities thereof and the redemption provision, if any, with respect thereto, are to be determined by the Company or its agents at or about the time of the issuance of such Additional Obligations.

**“Permitted Exceptions”** means:

A. as to the property described in subdivisions A and B of Granting Clause First, the restrictions, exceptions, reservations, terms, conditions, agreements, leases, subleases, covenants, limitations, interests and other matters which are of record on the date hereof, **PROVIDED**, that such matters do not (i) materially impair the use of such property for the purposes for which it is held by the Company or (ii) evidence any mortgage, lien, security title, charge or encumbrance on or pledge of or security interest in such property that secures indebtedness for borrowed money and is prior to or upon a parity with the lien of this Indenture;

B. as to property which the Company may hereafter acquire, any restriction, exception, reservation, term, condition, agreement, lease, sublease, covenant, limitation, interest or other matter which is of record on the date of such acquisition or expressed or provided in the deeds or other instruments under which the Company shall acquire the same, **PROVIDED**, that such matters do not (i) materially impair the use of such property for the purposes for which it is held by the Company, or (ii) evidence any mortgage, lien, security title, charge or encumbrance on or pledge of or security interest in such property that secures indebtedness for borrowed money and is prior to or upon a parity with the lien of this Indenture;

C. liens for taxes, assessments and other governmental charges not delinquent, and ordinances establishing assessments for sewer, lighting or other local improvement districts;

D. liens for taxes, assessments and other governmental charges already delinquent which are currently being contested in good faith by appropriate proceedings and with respect to which the Company shall have set aside on its books adequate reserves;

E. mechanics', workmen's, repairmen's, materialmen's, warehousemen's, contractors', subcontractors' and carriers' liens and other similar liens arising in the ordinary course of business or incident to current construction for charges which (i) are

not delinquent or (ii) are being contested in good faith and have not proceeded to judgment and with respect to which the Company shall have set aside on its books adequate reserves;

F. liens in respect of judgments or awards (i) with respect to which there exists a stay of execution pending such appeal or proceedings for review and with respect to which the Company shall in good faith currently be prosecuting an appeal or proceedings for review and shall have set aside on its books adequate reserves or (ii) which are fully covered by insurance;

G. easements and rights granted by the Company under Section 5.1D and similar rights granted by any predecessor in title of the Company;

H. easements, leases, restrictions, rights-of-way, exceptions, reservations or other rights of others in any property of the Company for streets, roads, expressways, bridges, pipes, pipe lines, railroads, towers, poles, wires, conduits, mains, metering stations, electric, electronic, optical, or other power or signal transmission and distribution lines, telecommunications and telephone lines, the removal of oil, gas, coal or other minerals, and other similar purposes, flood rights, river control and development rights, sewage and drainage rights, restrictions against pollution and zoning laws and defects and irregularities in the record evidence of title of any property of the Company, to the extent that such easements, leases, restrictions, rights-of-way, exceptions, reservations, other rights, laws, defects and irregularities do not in the aggregate materially impair the use of the Trust Estate taken as a whole for the purposes for which it is held by the Company;

I. liens upon lands over which easements, licenses, or rights-of-way are acquired by the Company for any of the purposes specified in paragraph H of this definition, securing indebtedness neither created, assumed nor guaranteed by the Company nor on account of which it customarily pays interest;

J. leases or permits for occupancy existing at the date of this instrument affecting property owned by the Company at said date (and future modifications, renewals and extensions thereof);

K. leases and permits for occupancy affecting property acquired by the Company after the date of this instrument (i) for a term of not more than ten (10) years (including any extensions or renewals) or (ii) if for a term of more than ten (10) years which do not materially impair the Company's use of the property in the conduct of its business;

L. any lien or privilege vested in any lessor, landlord, licensor, permittor or other person for rent to become due or for other obligations or acts to be performed, the payment of which rent or the performance of which other obligations or acts is required under leases, usufructs, subleases, licenses or permits, so long as the payment of such rent

or the performance of such other obligations or acts is (i) not delinquent or (ii) being contested in good faith and has not proceeded to judgment and with respect to which the Company shall have set aside on its books adequate reserves;

M. liens or privileges of any employees of the Company for salary or wages earned but not yet payable;

N. the burdens of any law or governmental regulation, license or permit requiring the Company to maintain certain facilities or perform certain acts as a condition of the carrying on of the Company's business or the occupancy of or interference with any public lands or any river or stream or navigable waters;

O. any restrictions, covenants, defects or irregularities in or other deficiencies of title to any easement or rights-of-way of or used by the Company for pipe lines, telephone lines, telecommunications lines, power lines, towers, poles, wires, conduits, mains, electric transmission lines and distribution lines, substations, metering stations, signal transmission and distribution lines or for similar purposes or appurtenances thereto, or other improvements thereon, and to any real estate of or used or to be used by the Company primarily for such easement or right-of-way purposes, if (i) the Company shall have obtained from the apparent owner of the lands or estates therein covered by any such easement or right-of-way a sufficient right, by the terms of the instrument granting such right-of-way, to the use thereof for the construction, operation or maintenance of the lines, appurtenances or improvements for which the same are used or are to be used, (ii) the Company has power under eminent domain, or similar statutes, to remove such deficiencies, or (iii) such deficiencies may be otherwise remedied without undue effort or expense;

P. rights reserved to, or vested in, any municipality or governmental or other public authority to control or regulate any property of the Company or the use thereof, or to use such property in any manner, which rights do not materially impair the use of such property for the purposes for which it is held by the Company;

Q. any obligations or duties, affecting the property of the Company, to or established by any municipality or governmental or other public authority in connection with any franchise, grant, license or permit;

R. any right which any municipal or governmental authority may have by virtue of any franchise, license, contract or statute;

S. any restrictions, including restrictions on transfer, liens or other matters arising from, permitted by, or required by, any law or governmental regulation relating to environmental matters, so long as such restrictions, liens or other matters do not materially impair the use of such property for the purposes for which it is held and as to any liquidated liens, the Company shall have set aside on its books adequate reserves with respect thereto;

T. reservations contained in U.S. patents;

U. slope and drainage reservations;

V. deposits to secure duties or public or statutory obligations, deposits to secure, or in lieu of, surety, performance, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or similar charges;

W. any lien or other matter required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable the Company to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with worker's compensation, unemployment insurance, retirement pensions or other social security, or to share in the privileges or benefits required for companies participating in such arrangements;

X. any lien or other encumbrance created or assumed by the Company in connection with the issuance of debt securities the interest on which is excludable from gross income of the holder of such security pursuant to the Internal Revenue Code, as amended, for the purposes of financing or refinancing, in whole or in part, the acquisition or construction of property used or to be used by the Company to the extent such lien covers only such acquired or constructed property and the proceeds upon the sale, transfer or exchange thereof;

Y. the pledge of current assets, in the ordinary course of business, to secure current liabilities;

Z. liens or other encumbrances securing indebtedness for the payment of which money or Defeasance Securities, maturing as to principal and interest in such amounts and at such times, as are sufficient to provide for the full and timely payment of such indebtedness shall have been irrevocably deposited in trust or escrow with the trustee or other holder of such lien, and liens on such deposited money or Defeasance Securities, **PROVIDED** that if such indebtedness is to be redeemed or otherwise prepaid prior to the stated maturity thereof, any notice requisite to such redemption or prepayment shall have been irrevocably given in accordance with the mortgage or other instrument creating such lien or other encumbrance or irrevocable instructions to give such notice shall have been given to such trustee or other holder;

AA. the undivided or other interest of other owners, and liens on such interest, in property owned in common or jointly with the Company or in which the Company has an executory or future interest, and all rights of such co-owners or joint owners in such property, including the rights of such owners to such property pursuant to ownership contracts;

AB. any liens or other encumbrances of any Person arising on account of the ownership in common or jointly with the Company of an undivided or other interest in

property which relate to amounts which are not due and payable, or which are being contested by the Company in good faith, and with respect to which the Company shall have set aside on its books adequate reserves;

AC. liens which have been bonded for the full amount of the obligations secured by such lien or for the payment of which the Company has deposited with the Trustee or with an escrow agent cash or other property with a value equal to the full amount of the obligations secured by such lien; and

AD. the Existing Mortgage, **PROVIDED**, that the Existing Mortgage shall be a Permitted Exception hereunder only until the issuance of any Additional Obligation in accordance with Article IV.

**“Person”** means any individual, corporation, cooperative, partnership, joint venture, association, joint-stock company, limited liability company or partnership, trust, unincorporated organization or government or any agency or political subdivision thereof.

**“Place of Payment”** when used with respect to the Obligations of any series means a city or any political subdivision thereof in which the Company is by this Indenture required to maintain an office or agency for the payment of the principal of or interest on the Obligations of such series, **PROVIDED** that the Place of Payment of Obligations of the type described in Section 1.20 is Washington, D.C.

**“Pledged Securities”** has the meaning stated in Section 15.1.

**“Pledged Subsidiary”** means a Subsidiary of the Company at least a majority of whose outstanding Voting Stock shall at the time be deposited and pledged or required to be deposited and pledged with the Trustee.

**“Pledged Wholly-Owned Subsidiary”** means any Subsidiary of the Company all Stock of all classes of which (other than directors’ qualifying shares required to be owned by directors under any applicable law) shall at the time be owned directly by the Company and deposited and pledged or required to be deposited and pledged with the Trustee.

**“Predecessor Obligations”** of any particular Obligation means every previous Obligation evidencing all or a portion of the same debt as that evidenced by such particular Obligation; and, for purposes of this definition, any Obligation authenticated and delivered under Section 3.8 in lieu of a lost, destroyed or stolen Obligation shall be deemed to evidence the same debt as the lost, destroyed or stolen Obligation.

**“Prior Lien”** means any mortgage, lien, security title, charge or encumbrance on or pledge of or security interest in any of the Trust Estate prior to or on a parity with the lien of this Indenture, other than Permitted Exceptions.



**“Prior Lien Obligation”** means any indebtedness and the evidence thereof, if any, secured by a Prior Lien.

**“Property Additions”** means property as to which the Company shall provide Title Evidence (which, as to Retired property, may be dated as of a date immediately prior to the Retirement) and which shall be (or, if Retired, shall have been) subject to the lien of this Indenture, which shall be properly chargeable to the Company’s fixed plant accounts under Accounting Requirements (including property acquired to replace property Retired and credited to such accounts) and which shall be acquired by the Company after the Cut-Off Date, including property in the process of construction, insofar as not reflected on the books of the Company with respect to periods on or prior to the Cut-Off Date. Property Additions need not consist of a specific or completed development, plan, betterment, addition, extension, improvement or enlargement, but may include construction work in progress and property in the process of purchase insofar as title has been vested in the Company.

**“Property Additions”** shall also include:

A. easements and rights-of-way that are useful for the conduct of the business of the Company;

B. property located or constructed (i) on, over or under public highways, rivers or other public property if the Company has the lawful right under permits, licenses or franchises granted by a governmental body having jurisdiction in the premises or by the law of the state in which such property is located or (ii) on, over or under other property subject to easements and rights of way described in paragraph A above, if the Company has the right under such permits, licenses, franchises, law, easements or rights of way to maintain and operate such property for an unlimited, indeterminate or indefinite period or for the period, if any, specified in such permit, license, franchise, law, easement or right of way and to remove such property at the expiration of the period covered by such permit, license, franchise, law, easement or right of way or if the terms of such permit, license, franchise, law, easement or right of way require any public authority or grantor thereof having the right to take over such property to pay fair consideration therefor; and

C. tangible property, which would be properly chargeable to the Company’s fixed plant accounts under Accounting Requirements (including property acquired to replace property Retired and credited to such accounts) if title were vested in the Company, if (i) such property itself (in addition to the Company’s leasehold interest in such property) is subject to the lien of this Indenture and (ii) such property is leased to the Company.

**“Property Additions”** shall not include:

(1) good will, going concern value, contracts, agreements, franchises, licenses or permits, whether acquired as such, separate and distinct from the property operated in connection therewith, or acquired as an incident thereto;

(2) any Stock or indebtedness or certificates or evidences of interest therein or other securities;

(3) any property that is to remain subject to a Prior Lien (except to the extent permitted by the proviso to Section 5.2D(2)) after the granting of the related Application or subject to the Permitted Exception described in paragraph X of the definition of “Permitted Exceptions”;

(4) except as provided in paragraph C above any plant or system or other property in which the Company shall acquire only a leasehold interest, or any betterments, extensions, improvements or additions (other than movable physical personal property which the Company has the right to remove), of, upon or to any plant or system or other property in which the Company shall own only a leasehold interest unless (i) the term of the leasehold interest in the property to which such betterment, extension, improvement or addition relates (including any periods for which the Company has the option to extend or renew such leasehold interest) shall extend for at least 75% of the estimated useful economic life of such betterment, extension, improvement or addition and (ii) the lessor shall have agreed to give the Trustee reasonable notice and opportunity to cure any default by the Company under such lease and not to disturb the Trustee’s possession of such leasehold estate in the event the Trustee succeeds to the Company’s interest in such lease upon the Trustee’s exercise of any remedies under this Indenture so long as there is no default in the performance of the tenant’s covenants contained therein;

(5) property otherwise constituting Property Additions, but with respect to which the Company has delivered to the Trustee, prior to the Company’s acquisition of such property, an Officers’ Certificate specifically identifying such property to be acquired and stating that (i) such property is not to be subject to the lien of this Indenture and (ii) if the Company does not have the use of such property, it would remain capable of complying with the requirements of Section 13.14; or

(6) the Charleston Bottoms Property.

**“Qualified EPC Contract”** means any contract providing for the engineering, procurement or construction of generation or related facilities (including electric transmission and fuel supply facilities) intended to be owned by the Company, payments made under or in connection with which are used as the basis for (i) loans or advances under Conditional Obligations under Section 4.8 or (ii) the authentication and delivery of Additional Obligations under Section 4.10.

**“Qualifying Securities”** means bonds or other instruments evidencing indebtedness for borrowed money or purchase money indebtedness issued and Outstanding under a Qualifying Securities Indenture and on deposit with the Trustee.

**“Qualifying Securities Indenture”** means any indenture, mortgage, deed to secure debt, deed of trust or similar instrument entered into by any Subsidiary of the Company (i) which contains provisions (and related definitions) substantially identical in substance to the provisions (and related definitions) contained in this Indenture (with such variations and omissions as are appropriate in view of the fact that the Subsidiary and not the Company is a party thereto), except that it may omit or have different provisions (and related definitions) relating to (a) the need to deliver an Available Margins Certificate upon the authentication and delivery of Qualifying Securities issued thereunder, (b) the requirement to establish and collect the rates, rents, charges, fees and other compensation of such Subsidiary expected to yield any particular level of Margins for Interest, (c) limiting distributions or dividends, and (d) such other matters as the Trustee shall determine, in its sole discretion, do not, taken as a whole, materially impair the value of the Qualifying Securities issued thereunder as security for the Obligations; **PROVIDED, HOWEVER**, that in making any such determination, the Trustee may rely upon certificates of investment bankers or other financial professionals or consultants, and (ii) under which Qualifying Securities are issued.

**“RUS”** means the Rural Utilities Service, or any agency or other governmental body succeeding to the functions thereof relating to this Indenture.

**“RUS Reimbursement Obligation”** means any Obligation issued by the Company for the purpose of evidencing the Company’s obligation to reimburse the United States of America, acting by and through the Administrator of RUS, for all amounts paid, or for any advances or loans made to or on behalf of the Company, on account of the guarantee or insuring by the United States of America, pursuant to the Rural Electrification Act of 1936, as amended, or any other federal statute, of any other Obligation, and related interest, fees, costs, penalties, charges and other amounts.

**“Rates”** has the meaning stated in Section 13.14.

**“Redemption Date”** when used with respect to any Obligation to be prepaid means the date of such prepayment and when used with respect to any Obligation to be redeemed means the date fixed for such redemption pursuant to this Indenture.

**“Redemption Price”** when used with respect to any Obligation to be prepaid means the amount of the indebtedness to be prepaid and when used with respect to any Obligation to be redeemed means the price at which it is to be redeemed pursuant to this Indenture. It includes the applicable premium, if any, including any prepayment, premium, surcharge, fee or penalty, but does not include installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Regular Record Date”** for the interest payable on any Interest Payment Date on the Obligations of any series means the date immediately preceding the Interest Payment Date or, for any series of Additional Obligations, as may otherwise be set forth in a Supplemental Indenture.

**“Responsible Officer”** when used with respect to the Trustee means the chairman or vice-chairman of the board of directors of the Trustee, the chairman or vice-chairman of the executive committee of such board, the president, any vice-president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any trust officer or assistant trust officer, the controller, any assistant controller or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer of the Trustee to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

**“Retired”** means, when used with respect to property, Bondable Property that, since the Cut-Off Date, has been retired, abandoned, destroyed, worn out, removed, permanently discontinued, lost through the enforcement of any liens or released, sold or otherwise disposed of free of the lien of this Indenture or taken by eminent domain or under the exercise of a right of a government authority to purchase or take the same or recorded as retired on the books of the Company or permanently retired from service for any reason, whether or not replaced, or shall have permanently ceased to be used or useful in the business of the Company, including as a consequence of the termination of any lease, whether or not recorded as retired on the books of the Company, except that, when a minor item of property has been replaced by other property of equal value and efficiency and the cost of such replacement has been charged to other than fixed property accounts such as maintenance, repairs or other similar account, the property replaced shall not be considered as Retired.

**“Retirements”** means Bondable Property that has been Retired. The “amount” of Retirements shall be computed as follows:

(a) as to property owned by the Company on the Cut-Off Date and the Charleston Bottoms Property, 94.7% of the value of such property as recorded on the books of the Company as of the Cut-Off Date (without taking into account depreciation); and

(b) as to Property Additions, the Cost to the Company thereof or the Fair Value to the Company thereof, whichever is less, as certified to the Trustee at the time such Property Additions were certified in a Certificate as to Bondable Additions filed in accordance with Section 4.2 (estimated, if necessary, as to particular property), or if not theretofore so certified, then the Cost to the Company of such Property Additions.

In determining the amount of Retirements for any purpose under this Indenture, neither any reduction in book values of property recorded in the Company’s fixed plant accounts nor the transfer of any amount appearing in any such accounts to intangible or adjustment accounts, required or arising from adjustments required to be made by any regulatory body or otherwise,

nor the elimination of any amount so transferred, otherwise than in connection with the actual retirement of physical property, shall be taken into account.

**“Special Record Date”** for the payment of any Defaulted Interest on Obligations means a date fixed by the Trustee pursuant to Section 3.9.

**“Stated Maturity”** when used with respect to any Obligation, any installment of principal thereof, or any installment of interest thereon, means the date specified in such Obligation as the date on which the principal of such Obligation or any installment thereof, or such installment of interest, is due and payable (without regard to any provisions for redemption, prepayment, acceleration, purchase or extension).

**“Stock”** means and includes all stock, shares, interests, membership interests, participations or other similar ownership, voting or other interests (however designated) in corporations, cooperatives, partnerships, joint-ventures, associations, joint-stock companies, limited liability companies, partnerships, trusts, unincorporated organizations or other types of legal entities.

**“Subsidiary”** of any specified entity means any corporation, cooperative, partnership, joint-venture, association, joint-stock company, limited liability company, partnership, trust, unincorporated organization or any other type of legal entity at least a majority of whose outstanding Voting Stock shall at the time be owned or held, directly or indirectly, by the specified entity or by one or more of its Subsidiaries.

**“Supplemental Indenture”** means any indenture supplemental hereto and duly authorized in the manner provided herein.

**“System”** means all properties and interest in properties of the Company other than Excludable Property, it being the intent that **“System”** be broadly construed to encompass and include the Company’s interests in all electric production, transmission, distribution, conservation, load management, general plant and other related facilities, equipment or property and in any mine, well, pipeline, plant, structure or other facility for the development, production, manufacture, storage, fabrication or processing of fossil, nuclear or other fuel of any kind or in any facility or rights with respect to the supply of water, in each case for use, in whole or in major part, in any of the Company’s generating plants, now existing or hereafter acquired by lease, contract, purchase or otherwise or constructed by the Company, including any interest or participation of the Company in any such facilities or any rights to the output or capacity thereof, together with all additions, betterments, extensions and improvements to any of the foregoing or any part thereof hereafter made and together with all lands, easements and rights-of-way of the Company and all other works, property or structures of the Company and contract rights and other tangible and intangible assets of the Company used or useful in connection with or related to any of the foregoing, including, without limitation, a contract right or other contractual arrangement for the long-term or short-term interconnection, interchange, exchange, pooling, wheeling, transmission, purchase or sale of electric power and energy and other similar arrangements with entities having generation or transmission capabilities.

“TIA” or “Trust Indenture Act” means, as of any time, the Trust Indenture Act of 1939, or any successor statute, as amended and in force at such time.

“Title Evidence” means:

A. with respect to any real property:

(1) an Opinion of Counsel to the effect that the Company, or the owner-lessor of the property in the case of real property described in paragraph C of the definition of “Property Additions,” has such title, whether fairly deducible of record or based upon prescriptive rights, as in the opinion of counsel, based upon information from the Company as to the nature and duration of the use of such property, is satisfactory for the use thereof in connection with the operations of the Company, and counsel, in giving such opinion, may disregard any irregularity or deficiency in the record evidence of title which, in the opinion of such counsel, can be cured by proceedings within the power of the Company or, based upon information from the Company as to the nature and duration of the use of such property, does not substantially impair the usefulness of such property for the purpose for which the Company intends or expects to use such property, and may base such opinion upon his own investigation or upon affidavits, certificates, abstracts of title, statements or investigations made by Persons in whom such counsel has confidence or upon certificates or guaranties of title or policies of title insurance in which he has confidence, and, without limiting the foregoing, counsel may rely solely upon an Officers’ Certificate as to matters regarding the use of such property in the operations of the Company or the usefulness of such property for the purpose for which the Company intends or expects to use such property; or

(2) (i) a loan policy of title insurance (or a commitment to issue a loan policy of title insurance containing only standard conditions to issuance or such other conditions to issuance as are satisfactory to the Trustee) in the amount of the Cost to the Company of the land on the date of acquisition and included in Property Additions, or (ii) in the case of any betterments, extensions, improvements or additions constituting real property, of, upon or to any plant or system or other property in which the Company shall own only a leasehold interest and otherwise complying with the requirements described in paragraph (4) of the definition of “Property Additions,” a loan policy of title insurance including a leasehold endorsement (or a commitment to issue a loan policy of title insurance including a leasehold endorsement containing only standard conditions to issuance or such other conditions to issuance as are satisfactory to the Trustee) in the amount of the fair market value of the land subject to the leasehold interest determined on the date of such policy, issued in each case in favor of the Trustee by an entity authorized to insure title in the state in which the real property is located, showing the Company (or such owner-lessor) as the owner or tenant of

the subject land and insuring the lien of this Indenture as to such land or such leasehold interest, as the case may be;

B. with respect to any personal property or any other property that may constitute fixtures or real property solely as a consequence of being affixed to or erected on either (i) real property that was owned or leased by the Company prior to the Cut-Off Date or subject to easements or rights of way in favor of the Company prior to the Cut-Off Date, (ii) the Charleston Bottoms Property or (iii) real property that was acquired or leased by the Company after the Cut-Off Date or subject to easements or rights of way in favor of the Company after the Cut-Off Date and as to which the Company has previously provided Title Evidence to the Trustee as described in either clause (1) or (2) of paragraph A above:

an Officers' Certificate stating that the Company owns such personal property, fixtures or real property and that the Company continues to have title to, easement or rights of way in, or a valid leasehold interest in, the real property referred to in subclause (i), (ii) or (iii) in paragraph B above, as the case may be, satisfactory for the use thereof in connection with the operations of the Company; and

C. with respect to any property described in paragraph C of the definition of "Property Additions:"

an Officers' Certificate stating that the Company has a valid leasehold interest in, and is possessed of, such property and with respect to a leasehold interest meeting the requirements in paragraph C of the definition of "Property Additions," an Officers' Certificate stating that the lease complies with the requirements of paragraph C of the definition of "Property Additions."

**"Trustee"** means the Person named as the "Trustee" in the first paragraph of this instrument until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter **"Trustee"** means such successor Trustee.

**"Trust Estate"** has the meaning stated in the Habendum to the Granting Clauses.

**"Trust Moneys"** has the meaning stated in Section 6.1.

**"Undesignated Qualifying Securities"** means, as of the date of determination, all Qualifying Securities deposited with the Trustee and held by the Trustee which are not Designated Qualifying Securities.

**"Uniform Commercial Code"** means, with respect to any particular part of the Trust Estate, the Uniform Commercial Code as enacted and in effect from time to time in the state whose laws are treated as applying to such part of the Trust Estate.

“**Vice President**” means, when used with respect to the Company or the Trustee, any vice president, whether or not designated by a number or a word added to the title.

“**Voting Stock**” means Stock of any class or classes (however designated) having ordinary voting power for the election of a majority of the members of the board of directors (or other governing body) of a corporation or other Person, other than Stock having such power only by reason of the happening of a contingency.

## **Section 1.2 Acts of Holders.**

A. Any request, demand, authorization, direction, notice, approval, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the “**Act**” of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Company and (subject to Section 9.1) in favor of the Trustee, if made in the manner provided in this Section.

B. The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Whenever such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, and the authority of the Person executing the same, may also be proved in any manner which the Trustee deems sufficient.

C. The ownership of Obligations shall be proved by the Obligation Register.

D. Any request, demand, authorization, direction, notice, consent, approval, waiver or other Act of the Holder of any Obligation shall bind every future Holder of the same Obligation and the Holder of every Obligation issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Obligation. However, unless such Obligation is held in the Book-Entry System and the DTC letter of representation executed by the Company in connection therewith, as amended from time to time, does not permit such revocation, any such Holder or subsequent Holder may revoke by written instrument any such instrument as to his Obligation or portion of an Obligation until such time as written instruments have been received by the Trustee with respect to the requisite percentage of principal amount of Obligations for the action contemplated by such instruments; **PROVIDED, HOWEVER**, that such revocation shall be effective only if the



Trustee receives written notice of revocation before the date the Trustee or the Company does or suffers to be done anything in reliance on such instrument.

**Section 1.3 Notices, etc., to Trustee and Company.**

Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

A. the Trustee by any Holder or by the Company shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Trustee at its corporate trust office located at 1349 West Peachtree Street, NW, Suite 1050, Two Midtown Plaza, Atlanta, Georgia 30309, or at any other address furnished by the Trustee in writing to the Company and Holders, or

B. the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (except as otherwise expressly provided in Sections 8.1C and 8.1E) if in writing and mailed, first-class postage prepaid, to the Company addressed to it at 4775 Lexington Road, P.O. Box 707, Winchester, Kentucky 40392, or at any other address furnished in writing to the Trustee by the Company.

**Section 1.4 Notices to Holders; Waiver.**

Where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder of such Obligations, at the address of such Holder as it appears in the Obligation Register not later than the latest date, and not earlier than the earliest date, prescribed for such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case, by reason of the suspension of mail service or by reason of any other cause, it shall be impossible to give such notice by mail, then such notification as shall be specified by the Company and satisfactory to the Trustee shall constitute a sufficient notification for every purpose hereunder.

## **Section 1.5 Form and Contents of Documents Delivered to Trustee.**

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an Officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, advice of or representations by, counsel, unless such Officer knows, or in the exercise of reasonable care should know, that the certificate, opinion, advice or representations with respect to the matters upon which his certificate or opinion is based are erroneous.

Any Opinion of Counsel may be based, insofar as it relates to factual matters or matters of business judgment, upon a certificate or opinion of, or representations by, an Officer or Officers of the Company stating that the information with respect to such factual matters is in the possession of the Officers, unless such counsel knows that the certificate, opinion or representations with respect to such matters are erroneous. Any Opinion of Counsel may be based upon such assumptions, be subject to such qualifications and may be stated in such language as at the time delivered is considered in the jurisdiction whose laws are covered by such opinion to be standard practice with respect to opinions relating to such matters. In addition, in giving any Opinion of Counsel, counsel may rely upon (i) prior opinions or certificates of counsel for the Company, (ii) opinions or certificates of special counsel for the Company, (iii) opinions or certificates of in-house counsel for the Company and (iv) abstracts of title, title insurance policies, title insurance commitments and reports, lien search certificates and other similar evidences of the existence of liens.

Whenever any Person is required to make, give or execute two or more Applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one document.

Wherever in this Indenture, in connection with any Application, request, certificate, statement, opinion or other report to the Trustee, it is provided that the Company shall deliver any document as a condition of the granting of such Application, or as evidence of the Company's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such Application or at the effective date of such request, certificate, statement, opinion or other report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Company to have such Application granted or to the sufficiency of such document. Notwithstanding anything else herein to the contrary, the validity of any action taken or Obligation issued hereunder based upon any Application, request, certificate, statement, opinion or other report shall not be affected by the truth and accuracy of such document or documents. Nothing in the immediately preceding sentence shall, however, limit any rights or remedies available to the Trustee or the Holders

under this Indenture or at law or equity against the Company or any officer thereof with respect to a false or inaccurate Application, request, certificate, statement, opinion or other report other than any remedy seeking to invalidate the action so taken or Obligation issued.

Whenever a clerical, typographical, inadvertent or unintentional error or omission shall be discovered in any instrument filed with the Trustee, a new instrument in corrected form, executed as prescribed herein for that originally filed and which may bear the same date as the instrument originally filed, may be substituted therefor with the same force and effect as if the instrument originally filed had been filed in the corrected form, or in lieu of such substitution an appropriate adjustment may be made in a like instrument filed with the Trustee after such discovery. To the extent that action has been taken hereunder which could not have been taken had the original instrument been filed in correct form, such action shall be validated and rendered effective if the substituted or adjusting instrument shall indicate that any deficiency has been fully satisfied since the filing of the original instrument.

#### **Section 1.6 Compliance Certificates and Opinions.**

Upon any Application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company shall furnish to the Trustee an Officers' Certificate identifying the relevant provisions of this Indenture and stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such Counsel all such conditions precedent, if any, have been complied with, except that in the case of any such Application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular Application or request, no additional certificate or opinion need be furnished.

Whenever it is herein provided that any Independent Person's opinion or certificate shall be furnished to the Trustee, such opinion or certificate shall state that the signer has read the definition of "Independent" and that the Person furnishing such opinion or certificate is Independent within the meaning thereof.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than certificates provided pursuant to Section 13.12) shall include:

A. a statement that each individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;

B. a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

C. a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and

D. a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

The Trustee shall be entitled to rely conclusively on any such certificate or opinion as provided in Section 9.1.

#### **Section 1.7 Conflict with Trust Indenture Act.**

At any time at which this Indenture is qualified or required to be qualified under the TIA, if any provision hereof limits, qualifies or conflicts with another provision hereof which is required to be included in this Indenture by any of the provisions of the TIA, such required provision shall control.

#### **Section 1.8 Effect of Headings and Table of Contents.**

The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

#### **Section 1.9 Successors and Assigns.**

All covenants and agreements in this Indenture by the Company shall, subject to Section 11.2B, bind its successors and assigns, whether so expressed or not.

#### **Section 1.10 Severability Clause.**

In case any provision in this Indenture or in the Obligations shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### **Section 1.11 Benefits of Indenture.**

Nothing in this Indenture or in the Obligations, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any separate trustee or co-trustee appointed under Section 9.14 and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

#### **Section 1.12 Governing Law.**

This Indenture and the Obligations shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky; **PROVIDED, HOWEVER**, the creation, perfection, validity and enforcement of liens against real property located in the State of Ohio, including the exercise of the power of sale, shall be governed by and construed in accordance with the laws of the State of Ohio, and the creation, perfection, validity and enforcement of liens against real property located in a state other than the Commonwealth of Kentucky and the State of Ohio, including the exercise of the power of sale, shall be governed by and construed in accordance with the laws of such other state; **PROVIDED, FURTHER**, that any Obligation as

to which RUS is the Holder shall be governed by and construed in accordance with federal laws and that any Obligation as to which CoBank, ACB is the Holder shall be governed by and construed in accordance with federal laws with respect to usury and similar laws.

**Section 1.13 Action by Credit Enhancer When Action by Holders Required.**

Notwithstanding anything herein to the contrary, except as otherwise provided in a Supplemental Indenture authorizing Obligations of any series or maturity within a series for which Credit Enhancement is being provided, if not in default in respect of any of its obligations with respect to Credit Enhancement for such Obligations, the Credit Enhancer for, and not the actual Holders of, such Obligations, shall be deemed to be the Holder of such Obligations at all times for the purpose of (i) giving any approval or consent to the effectiveness of any Supplemental Indenture or to any amendment, change or modification of this Indenture which requires the written approval or consent of Holders of such Obligations; **PROVIDED, HOWEVER,** that the provisions of this clause (i) shall not apply to any change which could not be made pursuant to Section 12.2 without the consent of each Holder of Obligations affected thereby, and (ii) giving any other approval or consent, giving any notice, effecting any waiver or authorization, exercising any remedies, giving any direction or taking any other action in accordance with the provisions of this Indenture.

**Section 1.14 Bank Holidays.**

Except as specified in an Obligation or a Supplemental Indenture, if the specified date for the making of any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall be a Saturday, Sunday or legal holiday or a day on which banking institutions in the city in which is located the office from which the Trustee performs the functions to which such act or right relates are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day which is not one of the foregoing days without additional interest and with the same force and effect as if made, performed or exercised on the specified date for such payment.

**Section 1.15 Security Agreement and Financing Statement; Mortgage.**

A. Security Agreement. To the extent permitted by applicable law, this Indenture shall be deemed to be a security agreement whereby the Company grants to the Trustee a security interest in all of the Trust Estate that is personal property or fixtures under the Uniform Commercial Code.

From the date of its recording, this Indenture shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Trust Estate which are or are to become fixtures related to real property. For this purpose, the following information is set forth:

The name and address of  
the Company, as Debtor, is:

East Kentucky Power Cooperative, Inc.  
4775 Lexington Road  
P.O. Box 707  
Winchester, Kentucky 40392

The name and address of  
the Trustee, as Secured Party, is:

U.S. Bank National Association,  
Attention: Corporate Trust Services  
1349 West Peachtree Street, NW  
Suite 1050, Two Midtown Plaza  
Atlanta, Georgia 30309

Except as otherwise provided on Exhibit A hereto, the Company is the record owner of the real estate described on Exhibit A attached hereto.

B. Mortgage. With respect to any part of the Trust Estate located in the Commonwealth of Kentucky, this Indenture is intended to be a mortgage under, and construed in accordance with, the laws of the Commonwealth of Kentucky. With respect to any part of the Trust Estate located in the State of Ohio, this Indenture is intended to be a mortgage under, and construed in accordance with, the laws of the State of Ohio.

**Section 1.16 Maturity of Secured Indebtedness and this Indenture.**

The maturity of the indebtedness initially secured by this Indenture is set forth in the Existing Obligations. The maturity of additional indebtedness authorized pursuant to Article IV and secured by this Indenture shall be as provided in Supplemental Indentures adopted in accordance with and pursuant to Sections 3.3 and 12.1. The date of maturity of this Indenture is December 31, 2044 until extended by Supplemental Indenture pursuant to Section 12.1M.

**Section 1.17 Acceptance of Trust by Trustee.**

The Trustee accepts the trusts in this Indenture declared and provided, upon the terms and conditions herein set forth.

**Section 1.18 Investment of Cash Held by Trustee.**

Any cash held by the Trustee or any Paying Agent under any provision of this Indenture shall, except as otherwise provided in Article VII, and subject to the limitations set forth in Section 13.16, at the request of the Company evidenced by a Company Request be invested or reinvested as designated by the Company, and, unless an Event of Default shall exist, any interest on such investments shall be promptly paid over to the Company as received free and clear of any lien, including the lien of this Indenture. Such investments shall be held subject to the same provisions hereof as was the cash used to purchase the same, but upon a like request of the Company shall be sold, in whole or in designated part, and the proceeds of such sale shall be

held subject to the same provisions hereof as was the cash used to purchase the investments so sold. If such sale shall produce a net sum less than the cost of the investments so sold, the Company shall pay to the Trustee or any such Paying Agent, as the case may be, such amount in cash as, together with the net proceeds from such sale, shall equal the cost of the investments so sold, and if such sale shall produce a net sum greater than the cost of the investments so sold, the Trustee or any such Paying Agent, as the case may be, shall promptly pay over to the Company an amount in cash equal to such excess, free and clear of any lien, including the lien of this Indenture, unless an Event of Default shall exist.

### **Section 1.19 Principal Amount of Obligations Other than Bonds.**

At any point in time, the principal amount of an Obligation in any form other than a bond shall not include any amount not then advanced and outstanding thereunder. The principal amount of any Obligation evidencing an assumption by the Company of all or a part of another obligation shall be the principal amount of the other obligation, or the portion thereof, assumed pursuant to such Obligation. The principal amount of an Obligation in any form other than a bond shall be reduced as the principal amount of such Obligation (or the obligation it evidences an assumption of) is paid or otherwise reduced. Such payment or reduction shall be treated as a payment or retirement pursuant to Sections 4.3, 4.6, 4.8, 5.2, 6.3 and 16.3 unless the Company retains the right to have such amount readvanced. If any such payment or reduction shall not be treated as a payment or retirement under such Sections because the Company retains the right to readvance such amount, once that right to readvance expires or is terminated, such payment or reduction may thereupon be treated as a payment or retirement under such Sections. The principal amount of such an Obligation may be evidenced from time to time by an Officers' Certificate delivered to the Trustee and the Holder of such Obligation. In the absence of any timely objection by the Holder to the principal amount of such an Obligation set forth in such Officers' Certificate, the Trustee may conclusively rely on such Officers' Certificate. Following any timely objection by the Holder, the Trustee may require such other evidence of the principal amount of such Obligation as shall be satisfactory to the Trustee in its sole discretion.

### **Section 1.20 RUS as Holder.**

A. As to any Obligation guaranteed or insured by the United States of America, pursuant to the Rural Electrification Act of 1936, as amended, or any other federal statute, the United States of America, acting through the Administrator of RUS, and not the actual payee of such Obligation, shall be, and shall have the rights of, the Holder of such Obligation for all purposes under this Indenture at all times at which such Obligation continues to be so guaranteed or insured. The rights of RUS pursuant to this Section with respect to any such Obligation shall not be affected by whether RUS possesses such Obligation, and the exercise of such rights shall not require the production of any such Obligation. With respect to any such Obligation, any Obligation as to which RUS is the actual payee and any RUS Reimbursement Obligation, the Obligation Register shall show the Holder of all such Obligations to be "United States of America, acting by and through the Administrator of the Rural Utilities Service" unless and until RUS requests that the Obligation Register show a different name (including, without limitation,

in the event RUS transfers any such Obligation). RUS may hold Obligations, and be registered as the Holder thereof, in a number of different capacities, including, without limitations, as provided in this Section 1.20 as to Obligations guaranteed or insured by the United States of America, acting through the Administrator of RUS, and as the actual payee of Obligations evidencing loans or advances made or to be made to the Company.

B. Certain of the Existing Obligations are, and certain Additional Obligations may be, held by RUS, and are the subject of the Amended and Restated Loan Contract (the “**Loan Contract**”) between the Company and the United States of America, acting by and through the Administrator of RUS, dated as of even date herewith, as the same may be amended, restated or replaced from time to time. In addition, the loans evidenced by the Obligations held by RUS were made pursuant to, and, therefore, the Company is or may be subject to, the provisions of the Rural Electrification Act of 1936, as amended, as well as other federal statutes or regulatory policies and regulations and bulletins issued by RUS from time to time (collectively, the “**Statutory Provisions**”). The rights of RUS, including the enforcement, exercise or waiver of such rights, under the Loan Contract and the Statutory Provisions are for the sole benefit of, and may be relied upon only by, RUS. No Person, including the Trustee or any Holder (other than RUS), shall have any rights or remedies under the Loan Contract or Statutory Provisions or be deemed a third party beneficiary thereof. RUS may enforce or exercise any or all its rights under the Loan Contract and/or the Statutory Provisions, or may forbear from doing so, or may waive any such rights, in RUS’s sole and absolute discretion, subject only to the applicable provisions of the Loan Contract and the applicable Statutory Provisions, and neither the Trustee nor any Holder (other than RUS) shall have or assert any claims against RUS (including any challenge to the amount, validity, priority, or enforceability of the undertakings of the Company to RUS under the Loan Contract) on account of any enforcement, exercise, forbearance or waiver of any of the rights of RUS under the Loan Contract or any of the Statutory Provisions.

## ARTICLE II

### OBLIGATION FORMS

#### **Section 2.1 Forms of Additional Obligations Generally.**

Additional Obligations of each series shall be in substantially the form set forth in the Supplemental Indenture creating such series, or in a Board Resolution establishing such series and delivered to the Trustee, or in an Officers’ Certificate pursuant to a Supplemental Indenture or Board Resolution and delivered to the Trustee, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or as may, consistently herewith, be determined by the Officers executing such Additional Obligations, as evidenced by their execution of such Additional Obligations. Any portion of the text of any Additional Obligation may be set forth on the reverse or subsequent pages thereof, with an appropriate reference thereto on the face of the Additional Obligation if



desired. Such Additional Obligations may be printed, lithographed, typewritten, mimeographed or otherwise produced.

**Section 2.2 Form of Trustee’s Certificate of Authentication for Existing Obligations.**

The Trustee’s certificate of authentication for Existing Obligations shall be in substantially the following form:

This is one of the Existing Obligations referred to in the Indenture of Mortgage, Security Agreement and Financing Statement, dated as of October 11, 2012, by East Kentucky Power Cooperative, Inc. to U.S. Bank National Association, as Trustee.

\_\_\_\_\_,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

**Section 2.3 Form of Trustee’s Certificate of Authentication for Additional Obligations.**

The Trustee’s certificate of authentication for Additional Obligations shall be in substantially the following form:

This is one of the Obligations referred to in the Indenture of Mortgage, Security Agreement and Financing Statement, dated as of October 11, 2012, by East Kentucky Power Cooperative, Inc. to U.S. Bank National Association, as Trustee.

\_\_\_\_\_,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

**ARTICLE III**

**THE OBLIGATIONS**

**Section 3.1 Terms and Forms of Existing Obligations.**

There shall be an initial series of Obligations, which the Trustee upon delivery of a Company Request dated the date of this Indenture, shall authenticate. Such Obligations shall constitute Existing Obligations. Such authentication shall be in substantially the form set forth in Section 2.2 and may be either on the Existing Obligations or on an allonge to be affixed to such

Existing Obligation. Only such Obligations authenticated by the Trustee pursuant to this Section shall constitute Existing Obligations and be entitled to the benefits of and security of this Indenture as Existing Obligations. For purposes of this Indenture, all Existing Obligations shall be treated a part of a single series of Obligations.

The Existing Obligations shall be in the forms of such instruments as are delivered to the Trustee for authentication on or about the date of this Indenture. The terms and conditions of the Existing Obligations, including the principal amounts, maturity dates, interest rates and payment and redemption provisions, shall be as provided for therein. The maximum aggregate principal amount of the Existing Obligations shall be as provided therein and as limited by paragraph (b) of Section 3.2.

### **Section 3.2 General Title; General Limitations; Issuable in Series.**

(a) If specified by a Company Request, the general title of the Obligations of all series of Additional Obligations shall be “**FIRST MORTGAGE OBLIGATIONS**,” “**FIRST MORTGAGE NOTES**” or “**FIRST MORTGAGE BONDS**,” as so specified.

(b) Any increase in the face principal amount of any Existing Obligation shall be deemed an issuance of an Additional Obligation in the amount of such increase and, therefore, such increase shall be subject to satisfying the conditions for the issuance of Additional Obligations provided in Article IV. Any loan or advance of funds under any Existing Obligation (other than (i) a loan or advance under an Existing Obligation held by a Credit Enhancer or under a RUS Reimbursement Obligation or (ii) a loan or advance that results in an increase in the face principal amount of such Existing Obligation, to the extent of such increase) shall be subject to satisfying the conditions for loans or advances under Conditional Obligations provided in Section 4.8.

(c) The aggregate principal amount of Obligations that may be Outstanding under this Indenture is five billion dollars (\$5,000,000,000), which amount may be increased by a Supplemental Indenture pursuant to Section 12.1L. This Indenture shall secure unpaid balances of advances under any Obligation, whether obligatory or not, after this Indenture is delivered for record to the extent that the aggregate principal amount of such unpaid balances does not exceed the maximum aggregate principal amount of Obligations that may be Outstanding under this Indenture. Additional Obligations shall be issued in accordance with Article IV and the provisions of any Supplemental Indenture creating any series of Obligations. The Additional Obligations may be issued in series as from time to time authorized by the Board of Directors. With respect to the Additional Obligations of any particular series, the Company may incorporate in or add to the general title of such Additional Obligations any words, letters or figures designed to distinguish that series.

### **Section 3.3 Terms of Particular Series.**

(a) The terms and conditions of the Existing Obligations, including, without limitation, the timing and amount of principal and interest payments due thereon and prepayment rights, shall be as provided in the Existing Obligations.

(b) Each series of Additional Obligations shall be created by a Supplemental Indenture authorized by the Board of Directors and establishing the terms and provisions of such series of Additional Obligations or the method by which such terms and provisions shall be established. The several series of Additional Obligations may differ as between series and may differ from Existing Obligations in any respect not in conflict with the provisions of this Indenture and as may be prescribed in the Supplemental Indenture creating such series.

The Company may, at the time of the creation of any series of Additional Obligations or at any time thereafter, make, and the Additional Obligations of such series may contain, provision for:

A. the exchange or conversion of the Additional Obligations of such series, at the option of the Holders thereof, for or into new Additional Obligations of a different series;

B. a sinking, amortization, improvement or other analogous fund or for other payment of principal by installments or otherwise;

C. limiting the aggregate principal amount of the Additional Obligations of such series;

D. exchanging Additional Obligations of such series, at the option of the Holders thereof, for other Additional Obligations of the same series of the same aggregate principal amount of a different authorized kind or authorized denomination or denominations;

E. the authentication of Additional Obligations of such series by the Authenticating Agent;

F. providing for the issuance of Additional Obligations of such series in bearer or book-entry form;

G. specifying redemption or prepayment terms and procedures with respect to such series;

H. specifying business days, grace periods, other provisions and such covenants and/or events of default or remedies with respect to such series; and

I. any other terms of the Additional Obligations of such series, or any maturity thereof, not inconsistent with the provisions of this Indenture;

all upon such terms as the Board of Directors may determine as evidenced by a Board Resolution or as may be set forth in the Supplemental Indenture creating any series of Additional Obligations.

All Additional Obligations of like maturity of the same series shall be substantially identical except that any series may have serial maturities and different interest rates for different maturities and except as may otherwise be provided in the Supplemental Indenture creating such series.

(c) With respect to Additional Obligations of a series subject to a Periodic Offering, the Supplemental Indenture or the Board Resolution, or Officers' Certificate pursuant to the Supplemental Indenture or Board Resolution, as the case may be, which establishes such series may provide general terms or parameters for Additional Obligations of such series and specify procedures, acceptable to the Trustee, by which such specific terms are to be established (which procedures may provide for authentication and delivery pursuant to oral or electronic instructions from the Company or any agent or agents thereof, which oral instructions are to be promptly confirmed electronically or in writing).

#### **Section 3.4 Denominations.**

The Additional Obligations of each series shall be issuable in such denominations as shall be provided in the provisions of any Supplemental Indenture creating such series. In the absence of any such provision with respect to the Additional Obligations of any particular series, the Additional Obligations of such series shall be of the denomination of \$1,000 or any integral multiple thereof.

Additional Obligations may be in the form of bonds, notes, guarantees or any other undertaking for the payment of borrowed money or purchase money indebtedness.

#### **Section 3.5 Execution, Authentication, Delivery and Dating.**

The Additional Obligations shall be executed on behalf of the Company by its Chairman, President or one of its Vice Presidents or its Secretary, or such other Officer who may be designated by a Board Resolution to execute the Additional Obligations, and, if required by a Board Resolution, attested by its Secretary or one of its Assistant Secretaries. The signature of any of these Officers on the Additional Obligations may be manual or facsimile. Additional Obligations bearing the manual or facsimile signatures of individuals who were at any time the proper Officers of the Company shall bind the Company, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Additional Obligations or shall not have held such offices at the date of such Additional Obligations.

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Additional Obligations executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such

Additional Obligations, and the Trustee shall authenticate and deliver such Additional Obligations as in this Indenture provided and not otherwise.

All Additional Obligations shall be dated as provided in the Supplemental Indenture creating such Additional Obligations or, in the absence thereof, the date of their authentication.

No Obligation shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such Obligation (or an allonge thereto) a certificate of authentication substantially in the form provided for herein, executed by the Trustee or the Authenticating Agent by manual signature, and such certificate upon any Obligation (or an allonge thereto) shall be conclusive evidence, and the only evidence, that such Obligation has been duly authenticated and delivered hereunder.

### **Section 3.6 Temporary Obligations.**

Pending the preparation of definitive Additional Obligations, the Company may execute, and upon Company Request the Trustee shall authenticate and deliver, temporary Additional Obligations which are printed, lithographed, typewritten, photocopied or otherwise produced or reproduced, in any authorized denomination, substantially of the tenor of the definitive Additional Obligations in lieu of which they are issued, and with such appropriate insertions, omissions, substitutions and other variations as the Officers executing such Additional Obligations may determine, as evidenced by their execution of such Additional Obligations.

If temporary Additional Obligations are issued, the Company will cause the definitive Additional Obligations to be prepared without unreasonable delay. After the preparation of definitive Additional Obligations, the temporary Additional Obligations shall be exchangeable for definitive Additional Obligations upon surrender of the temporary Additional Obligations at the office or agency of the Trustee in a Place of Payment therefor, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Additional Obligations, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Additional Obligations of authorized denominations. Until so exchanged, temporary Additional Obligations shall in all respects be entitled to the security and benefits of this Indenture.

### **Section 3.7 Registration; Registration of Transfer and Exchange.**

The Company shall cause to be kept at one of the offices or agencies maintained by the Trustee as provided in Section 13.2 a register (herein sometimes referred to as the “**Obligation Register**”) in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration of Obligations and registration of transfers and exchanges of Obligations. The Trustee is hereby appointed “**Obligation Registrar**” for the purpose of registering Obligations and transfers and exchanges of Obligations as herein provided.

Upon surrender for registration of transfer of any Obligation at the office or agency of the Trustee in a Place of Payment therefor (or the delivery of other evidence satisfactory to the

Trustee of the transfer of an Obligation), the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Obligations of the same series and maturity, of any authorized denomination and of a like aggregate principal amount (in the event such Obligation is not surrendered for transfer, upon delivery to the Trustee of such satisfactory evidence of a transfer, the Obligation Registrar shall register such transfer on the Obligations Register).

Upon surrender for exchange of any Obligation at the office or agency of the Trustee in a Place of Payment thereof, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the Holder exchanging such Obligation, one or more new Obligations of the same or different series of any authorized denomination and of a like aggregate principal amount and maturity.

All Obligations surrendered upon registration of transfer or exchange provided for in this Indenture shall be promptly canceled by the Trustee and thereafter the Trustee shall retain such Obligations or destroy such Obligations and, upon Company Request, the Trustee shall deliver a certificate of destruction to the Company.

All Obligations issued upon any registration of transfer or exchange of Obligations shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Obligations surrendered upon such registration of transfer or exchange.

Every Obligation presented or surrendered for registration of transfer or exchange shall (if so required by the Company or the Obligation Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Obligation Registrar duly executed, by the Holder thereof or his attorney duly authorized in writing.

No service charge shall be made for any registration, discharge from registration, registration of transfer or exchange of Obligations, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Obligations, other than exchanges under Section 3.6, 12.6 or 14.7 not involving any transfer.

Except as provided in a Supplemental Indenture and with respect to Existing Obligations, the Company shall not be required (i) to issue, register the transfer of or exchange any Obligation of any series during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of Obligations of such series under Section 14.4 and ending at the close of business on the day of such mailing, or (ii) to register the transfer of or exchange any Obligation so selected for redemption in whole or in part, except the unredeemed portion of an Obligation being redeemed in part.

### **Section 3.8 Mutilated, Destroyed, Lost and Stolen Obligations.**

If (i) any mutilated Obligation is surrendered to the Trustee, or the Company and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Obligation, and (ii) there is delivered to the Company and the Trustee such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Company or the Trustee that such Obligation has been acquired by a bona fide purchaser, the Company shall execute and upon its written request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Obligation, a new Obligation of the same series and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Obligation has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Obligation, pay such Obligation.

Upon the issuance of any new Obligation under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expense (including the fees and expenses of the Trustee) connected therewith.

Every new Obligation issued pursuant to this Section in lieu of any destroyed, lost or stolen Obligation shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Obligation shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Indenture equally and ratably with all other Outstanding Secured Obligations.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Obligations.

### **Section 3.9 Payment of Interest; Interest Rights Preserved.**

Interest on any Obligation of any series which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Obligation (or one or more Predecessor Obligations) is registered at the close of business on the Regular Record Date for such interest as specified herein or in the provisions of the Supplemental Indenture creating such series.

Any interest on any Obligation of any series which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called “**Defaulted Interest**”) shall be payable as provided in such Obligation, or if not so provided, shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder, and such Defaulted Interest shall be paid by the Company, at its election, as provided in paragraphs A or B below:

A. The Company may elect to make payment of any Defaulted Interest on the Obligations of any series to the Persons in whose names such Obligations (or their respective Predecessor Obligations) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Obligation and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this Subsection provided and not to be deemed part of the Trust Estate or Trust Moneys. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than fifteen (15) days nor less than ten (10) days prior to the date of the proposed payment and not less than ten (10) days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of an Obligation of such series at his address as it appears in the Obligation Register not less than ten (10) days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names the Obligations of such series (or their respective Predecessor Obligations) are registered on such Special Record Date and shall no longer be payable pursuant to the following paragraph B.

B. The Company may make payment of any Defaulted Interest on the Obligations of any series in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Obligations may be listed and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this Subsection, such payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each Obligation delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Obligation shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Obligation and each such Obligation shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

### **Section 3.10 Persons Deemed Owners.**

Subject to the provisions of Sections 1.13 and 1.20, prior to due presentment of such Obligation for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name any Obligation is registered as the owner of such Obligation for the purpose of receiving payment of principal of (and premium, if any) and (subject to Section 3.9) interest on such Obligation and for all other purposes whatsoever,



whether or not such Obligation is overdue, and, to the extent permitted by law, neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

### **Section 3.11 Cancellation.**

All Obligations surrendered for payment, redemption, transfer, exchange or conversion, if surrendered to the Trustee, shall be promptly canceled by it, and, if surrendered to any Person other than the Trustee, shall be delivered to the Trustee and, if not already canceled, shall be promptly canceled by it. The Company may at any time deliver to the Trustee for cancellation any Obligations previously authenticated and delivered hereunder, which the Company may have acquired in any manner whatsoever, and all Obligations so delivered shall be promptly canceled by the Trustee. No Obligation shall be authenticated in lieu of or in exchange for any Obligation canceled as provided in this Section, except as expressly provided by this Indenture. All canceled Obligations held by the Trustee shall be destroyed and thereafter, upon Company Request, the Trustee shall deliver a certificate of destruction to the Company.

## **ARTICLE IV**

### **AUTHENTICATION AND DELIVERY OF ADDITIONAL OBLIGATIONS**

#### **Section 4.1 General Provisions.**

Subject to the limitation in Section 3.2(c) as to the aggregate principal amount of Obligations that may be Outstanding hereunder, Additional Obligations of any one or more series, or within a series, may from time to time be executed by the Company and delivered to the Trustee for authentication and thereupon the same shall be authenticated and delivered by the Trustee upon Company Request, upon the basis permitted by, and upon compliance with the conditions of, Section 4.2 (upon the basis of Bondable Additions), Section 4.3 (upon the basis of retirement or defeasance of, or payments on, Obligations previously Outstanding), Section 4.4 (upon the basis of Designated Qualifying Securities), Section 4.5 (upon the basis of Deposited Cash), Section 4.7 (in connection with Credit Enhancement), Section 4.9 (in connection with RUS Reimbursement Obligations), and Section 4.10 (upon the basis of Certified Progress Payments) upon receipt in each case by the Trustee of the following (as modified by such Sections) on or prior to the date of the initial issuance of Additional Obligations of such series:

A. A Board Resolution authorizing and requesting the authentication and delivery under one or more Sections of this Article from time to time or at any time of a specified principal amount of Additional Obligations of a designated series.

B. An Officers' Certificate, dated within thirty (30) days of the date of the relevant Application for the authentication and delivery of the initial issuance of such Additional Obligations and stating that no Event of Default exists and that none of the Trust Estate is subject to any Prior Lien other than Prior Liens permitted by Section 13.6, and that all conditions precedent provided for in this Indenture relating to the initial authentication and delivery of such Additional Obligations have been complied with (and, in the event such Additional Obligations

are subject to a Periodic Offering, that the statements made in such Certificate shall be deemed remade at the time of each subsequent authentication and delivery of such Additional Obligations).

C. An Opinion of Counsel (which may be based on opinions of other counsel believed by such counsel to be reliable):

(1) specifying the certificate or other evidence that shows, or cash deposit that will provide for, compliance with the requirements, if any, of any tax or recording or filing law (other than fees for the recording of documents, for which no cash deposit with the Trustee shall be required) applicable to the initial issuance of the Additional Obligations then applied for, or stating that there is no such legal requirement;

(2) specifying the certificate or other evidence that shows the authorization, approval or consent of or to the initial issuance by the Company of the Additional Obligations then applied for by any Federal, state or other governmental regulatory agency whose authorization, approval or consent is at the time required to be obtained by the Company having jurisdiction in the premises, or stating that no such authorization, approval or consent is required;

(3) stating that none of the Trust Estate is subject to any Prior Lien other than Prior Liens permitted by Section 13.6, **PROVIDED**, that the opinion contained in this subparagraph (3) may be limited, with respect to personal property, to such portion of the Trust Estate in which a lien may be perfected by filing a financing statement under the Uniform Commercial Code;

(4) stating that all conditions precedent provided for in this Indenture relating to the authentication and delivery of the initial issuance of such Additional Obligations have been complied with; and

(5) stating that such Additional Obligations, when executed by the Company and authenticated and delivered by the Trustee and when issued by the Company (and, in the event of Additional Obligations subject to a Periodic Offering, when the terms of such Additional Obligations have been established as provided in the manner contemplated by this Indenture or the Supplemental Indenture under which such Additional Obligations are established), will be the legal, valid and binding obligations of the Company enforceable in accordance with their terms and the terms of this Indenture and entitled to the benefits of and secured by the lien of this Indenture equally and ratably with all other Outstanding Secured Obligations.

D. The documents and any cash deposit specified in such Opinion of Counsel, which cash deposit, if any, shall be held by the Trustee as part of the Trust Estate and applied by the Trustee for the purpose specified therein and, to the extent that such cash deposit ultimately proves to be excessive, returned to the Company upon Company Request.

In addition, Additional Obligations of any one or more series, or within a series, may from time to time be executed by the Company and delivered to the Trustee for authentication and thereupon the same shall be authenticated and delivered by the Trustee upon Company Request, upon the basis permitted by, and upon compliance with the conditions of, Section 4.8 (Conditional Obligations).

The Company will not apply for the authentication and delivery of Additional Obligations under this Article except for the purpose of their prompt sale, delivery or pledge or the creation of other security interests therein. In the event that the Company shall not have sold, delivered or pledged, or created some other security interest in, any Additional Obligations authenticated and delivered under this Article within three (3) months after the date of their authentication and delivery, or, as the case may be, upon the termination of such pledge of, or other security interest in, any such Additional Obligations initially pledged or subjected to a security interest, the Company will surrender such Additional Obligations to the Trustee, whereupon such Additional Obligations, if not previously canceled, shall be canceled by the Trustee. The Additional Obligations so surrendered shall thereafter be treated as though they had never been Outstanding. In addition, in the event that any portion of an Obligation or series of Obligations shall not be advanced or issued, and the Company's right to receive an advance or issue such portion is terminated to the satisfaction of the Trustee, such portion shall thereafter be treated as though it had never been Outstanding.

#### **Section 4.2 Authentication and Delivery of Additional Obligations Upon Basis of Bondable Additions.**

Additional Obligations may from time to time be executed by the Company and delivered to the Trustee for authentication, and the same shall be authenticated and delivered by the Trustee upon Company Request, in an aggregate principal amount up to but not exceeding 90.91% of the Bondable Additions (as determined below) available as a basis for such authentication and delivery as shown in item 7 of the "Summary of Certificate as to Bondable Additions" filed with the Trustee in accordance with this Section, upon receipt by the Trustee of the instruments and cash referred to in this Section.

Whenever requesting (i) the authentication and delivery of Additional Obligations under this Section, (ii) the withdrawal of Deposited Cash under Section 4.6 upon the basis of Bondable Additions, (iii) loans and advances under Conditional Obligations under Section 4.8 upon the basis of Bondable Additions; (iv) the withdrawal of Trust Moneys under Section 6.2, (v) the use of Bondable Additions as a basis, in whole or in part, for the release of any part of the Trust Estate under Section 5.2, (vi) the use of Bondable Additions as a basis, in whole or in part, for the redesignation or surrender of Designated Qualifying Securities under Section 16.3 or (vii) the conversion of outstanding principal amounts under Section 4.11 upon the basis of Bondable Additions, the Company shall deliver to the Trustee the relevant instruments (comprising the related Application) specified in the following paragraphs A through H:

A. (i) In the case of a request for the authentication and delivery of Additional Obligations, the documents and any cash deposit required by Section 4.1 and an Available

Margins Certificate; (ii) in the case of a request for the withdrawal of Deposited Cash under Section 4.6 upon the basis of Bondable Additions, the Company Request, Board Resolution and Officers' Certificate required by Section 4.6; (iii) in the case of a request for a loan or advance under a Conditional Obligation under Section 4.8 upon the basis of Bondable Additions, the Available Margins Certificate, Officers' Certificate and Opinion of Counsel required by Section 4.8; (iv) in the case of a request for the withdrawal of Trust Moneys under Section 6.2, the Company Request, Board Resolution and Officers' Certificate required by Section 6.2; (v) in the case of a request for the use of Bondable Additions as a basis for the release of any part of the Trust Estate under Section 5.2, the relevant documents required by Section 5.2 in addition to those specified in the following paragraphs B through H below, which documents may be modified under certain circumstances as stated in the proviso to Section 5.2D(2); (vi) in the case of a request for the use of Bondable Additions as a basis for the redesignation or surrender of Designated Qualifying Securities under Section 16.3, the relevant documents required by Section 16.3; and (vii) in the case of a request for the conversion of outstanding principal amounts under Section 4.11 upon the basis of Bondable Additions, the documents required by Section 4.11.

B. A Certificate as to Bondable Additions, dated not more than thirty (30) days prior to the date of the related Application, showing in substance:

(1) In the case of the first Certificate as to Bondable Additions, \$753,000,000 and, in the case of any subsequent Certificate as to Bondable Additions, the balance (item 1 in Summary of Certificate as to Bondable Additions set forth below), if any, of Bondable Additions stated in item 9 of the most recent Summary of Certificate as to Bondable Additions, if any, theretofore filed with the Trustee, as the balance of Bondable Additions to remain after the action applied for in such most recent Summary.

(2) The Amount (item 2 in Summary) of Property Additions not described in any previous Certificate as to Bondable Additions (except that the Amount of Property Additions may include the Amount of Property Additions described in any previous Certificate as to Bondable Additions and used as a basis for the authentication and delivery of Additional Obligations surrendered to the Trustee pursuant to the last paragraph of Section 4.1 or as the basis for any portion of an Obligation or series of Obligations which has not been advanced or issued and for which the right to advance or issue has been terminated as provided in the last paragraph of Section 4.1). With respect to such Property Additions:

(a) The Certificate shall describe in reasonable detail, and state the Cost to the Company of, such Property Additions, which may include Property Additions to be acquired concurrently with the granting of the related Application which shall be considered as already acquired for the purpose of computing the Amount of Property Additions. The Certificate shall state that none of such Property Additions has been described in any previous Certificate as to Bondable Additions (except Property Additions described in any previous Certificate as to Bondable Additions and used as

the basis for the authentication and delivery of Additional Obligations surrendered to the Trustee pursuant to the last paragraph of Section 4.1 or as the basis for any portion of an Obligation or series of Obligations which has not been advanced or issued and for which the right to advance or issue has been terminated as provided in the last paragraph of Section 4.1). Except for major items, such Property Additions may be grouped by major classifications then being used by the Company in the maintenance of its fixed plant accounts and may, in the case of tracts or parcels of land or easements or rights-of-way, be described by reference to the deeds through which they were acquired or to the Supplemental Indenture conveying them to the Trustee. The Certificate shall specify and separately describe any Property Additions consisting of a major item or an Acquired Facility or acquired and paid for in whole or in part through the transfer or delivery of securities or other property, together with a description of the kind and respective amounts of such securities or other property. The Cost to the Company shall be shown separately for each of such Property Additions which is separately described, whether described as a major item or as an Acquired Facility or as Property Additions acquired and paid for in whole or in part through the transfer or delivery of securities or other property. The Cost to the Company may be shown in the aggregate for all Property Additions grouped within each particular major classification and the Cost to the Company may be allocated among major items and major classifications by an estimate of such nature and upon such basis as the signers deem proper.

The Certificate shall also state the Fair Value to the Company, in the opinion of the Engineer or Appraiser signing such Certificate, of such Property Additions, separately for each thereof or group thereof for which Cost to the Company is shown separately in the Certificate; **PROVIDED, HOWEVER,** that if such Property Additions include an Acquired Facility, the Fair Value to the Company thereof shall be stated as being the amount thereof set forth in the Independent Engineer's or Independent Appraiser's Certificate required by paragraph C below. In addition the Certificate shall also state the fair market value in cash, as stated in any Independent Appraiser's Certificate required by paragraph D below, of any securities or other property transferred or delivered to acquire or pay for any such Property Additions.

(b) The Certificate shall state that, with respect to each of such Property Additions or group thereof for which Cost to the Company is shown separately or by groups in the Certificate, the certified Amount of Property Additions is the lower of the certified Cost to the Company thereof and the certified Fair Value to the Company thereof.

(c) Nothing in this Section shall prevent the Company from certifying any Property Additions acquired by the Company during any period without simultaneously certifying other Property Additions that the Company may have acquired in that or any other period, and by so doing the Company shall not lose the right so to certify later such other Property Additions.

(3) The aggregate amount (item 3 in Summary) of all Retirements during the period from the date to which Retirements had been included in item 3 of the most recent Summary theretofore filed with the Trustee (or the Cut-Off Date in the case of the first such Certificate) to a date not earlier than the ninetieth (90th) day before the date of the related Application.

(4) The credits (item 4 in Summary) against Retirements, which shall equal, subject to the provisions of the last sentence of clause (5) below, the sum of the following:

(a) the excess of credits against Retirements carried forward from the most recent Certificate, as provided in the last sentence of clause (5) below;

(b) the aggregate amount of 100% of (i) any cash, (ii) purchase money obligations, (iii) the principal amount of retired Obligations or paid on Obligations (which amount may not be readvanced under such Obligation), (iv) Bondable Additions and (v) Designated Qualifying Securities, in each case, delivered or certified to the Trustee for use as a basis for releases under Section 5.2 during the period covered by clause (3) above; and

(c) all insurance moneys received by the Trustee pursuant hereto or paid to a trustee, mortgagee or other holder under a Prior Lien during the period covered by clause (3) above on account of the damage, loss or destruction of any Bondable Property.

(5) The excess (item 6 in Summary) of the Amount of Property Additions shown pursuant to clause (2) above (item 2) over the net amount of Retirements (item 5), which net amount shall be determined by deducting the credits shown pursuant to clause (4) above (item 4) from the aggregate amount of Retirements shown pursuant to clause (3) above (item 3), and such excess shall be the amount of the net Bondable Additions then being certified. If in any case the credits against Retirement exceed the aggregate amount of Retirements shown pursuant to clause (3) above (item 3), the net amount of Retirements for the purpose of this clause shall be zero, but such excess of credits against Retirements shall be carried forward and used as a credit against Retirements in the next Certificate.

(6) The sum (item 7 in Summary) of the amount shown pursuant to clause (1) above (item 1) and the amount shown pursuant to clause (5) above (item 6), which sum is the total Bondable Additions then available.

(7) The total amount (item 8 in Summary) of Bondable Additions which are then being used, which shall equal (in any combination) (i) 110% of the aggregate principal amount of any Additional Obligations whose authentication and delivery are then being applied for under this Section, (ii) 110% of the aggregate principal amount of the loans or advances under Conditional Obligations which are then being applied for under Section 4.8, (iii) 110% of the amount of any Deposited Cash which is then being withdrawn under Section 4.6, (iv) 100% of any Trust Moneys which are then being withdrawn under Section 6.2, (v) 100% of any Bondable Additions which are then being used as a basis for a release under Section 5.2, (vi) 110% of the aggregate principal amount of Designated Qualifying Securities then being redesignated or surrendered under Section 16.3 and (vii) 110% of the outstanding principal amount then being converted under Section 4.11.

(8) The balance (item 9 in Summary) of the Bondable Additions shown by the Certificate that will remain after the granting of the Application then being made, which shall be computed by deducting the total amount shown pursuant to clause (7) above (item 8) from the sum shown pursuant to clause (6) above (item 7).

(9) That the Property Additions described in the Certificate, except such as have been Retired, are used or useful in the conduct of the business of the Company; that the allocation of the Cost to the Company of such Property Additions to each major item or major classification thereof is, in the opinion of the signers, proper; that all property described in the Certificate as Property Additions qualifies as Property Additions and that the balance of the Bondable Additions to remain after the action applied for (item 9 in Summary) plus the Cost to the Company or the Fair Value to the Company, whichever is less, of uncertified Property Additions is at least equal to the aggregate amount of uncertified Retirements.

(10) That the allowances or charges, if any, for capitalized interest, taxes, engineering, legal and accounting costs and expenses, allocated administrative charges, insurance, casualties and other expenses during construction (or in connection with the acquisition of Property Additions) which are included in the Cost to the Company of such of the Property Additions described in the Certificate as were constructed or acquired by or for the Company have been charged and are properly chargeable to fixed plant accounts in accordance with Accounting Requirements.

(11) That no portion of the Cost to the Company of the Property Additions described in the Certificate should properly have been charged to maintenance or repairs and that no expenditures are included in the Certificate which under Accounting Requirements are not properly chargeable to fixed plant accounts.

(12) That the terms used in the Certificate which are defined herein are used as herein defined.

(13) Except when converting outstanding principal amounts under Section 4.11, that if any of the Property Additions described in the Certificate were acquired with Certified Progress Payments:

(a) the amount of such Property Additions acquired with Certified Progress Payments; and

(b) the aggregate principal amount of the Additional Obligations authenticated and delivered upon the basis of the Certified Progress Payments used to acquire the Property Additions certified pursuant to paragraph (a) above that has been paid, redeemed or otherwise retired or defeased under Article VII, which shall equal at least 80% of the amount of Property Additions certified pursuant to paragraph (a) above.

(14) That the Property Additions described in the Certificate have not previously been certified for use as the basis for converting outstanding principal amounts under Section 4.11.

The Certificate as to Bondable Additions required by this paragraph B shall be subdivided into lettered or numbered paragraphs corresponding to the foregoing clauses (1) to (8), inclusive, and shall include a Summary in substantially the following form:

*Summary of Certificate as to Bondable*

*Additions No. -----*

The undersigned hereby certify that the following is a true Summary of Certificate as to Bondable Additions:

*Start with:* \_\_\_\_\_ \$ \_\_\_\_\_

- 1. In the case of the first Certificate as to Bondable Additions filed, \$753,000,000, and, in the case of any subsequent Certificate as to Bondable Additions, the balance of Bondable Additions remaining after the action applied for in the next previous Certificate (Certificate No. \_\_\_\_\_) .....

*Then take the new gross Property Additions as shown in item 2 below:*



2. Amount of additional Property Additions now certified (none of which has been certified in any previous Certificate as to Bondable Additions except Property Additions used as the basis for the authentication and delivery of Additional Obligations surrendered to the Trustee pursuant to the last paragraph of Section 4.1 or as the basis for any portion of an Obligation or series of Obligations which has not been advanced or issued and for which the right to advance or issue has been terminated as provided in the last paragraph of Section 4.1) ..... \$ \_\_\_\_\_

*Then determine the deductions for Retirements by deducting item 4 below from item 3 below to produce item 5:*

3. The aggregate amount of all Retirements ..... \$ \_\_\_\_\_

4. The sum of the credits against Retirements ..... \$ \_\_\_\_\_

5. The net amount of Retirements to be deducted (if less than zero, enter zero) ..... \$ \_\_\_\_\_

*Then determine the net Bondable Additions now being certified by deducting item 5 from item 2 to produce item 6:*

6. Net Bondable Additions now being certified ..... \$ \_\_\_\_\_

*Then add item 1 and item 6 to produce item 7:*

7. Total Bondable Additions available for the action applied for..... \$ \_\_\_\_\_

8. Bondable Additions now being used ..... \$ \_\_\_\_\_

*Deduct item 8 from item 7 to produce item 9:*

9. Balance of Bondable Additions to remain after the action applied for ..... \$ \_\_\_\_\_

Dated \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Engineer or  
Appraiser)

\_\_\_\_\_  
(Accountant)

C. In case any Property Additions described in the Certificate consist of an Acquired Facility, an Engineer's or Appraiser's Certificate (which shall be given by an Independent Engineer or Independent Appraiser if the Amount of Property Additions attributed to such Acquired Facility is not less than \$25,000 and not less than 1% of the aggregate principal amount of Obligations then Outstanding), dated within ninety (90) days prior to the date of the related Application, stating, in the opinion of the signer, the Fair Value to the Company of the Property Additions constituting such Acquired Facility, except such as have been Retired.

D. In case any Property Additions are shown in the Certificate to have been acquired or paid for in whole or in part through the transfer or delivery of securities or other property, an Appraiser's Certificate (which shall be given by an Independent Appraiser if the fair market value of such securities as set forth in such Certificate is not less than \$25,000 and not less than 1% of the aggregate principal amount of Obligations then Outstanding) stating, in the opinion of the signer, the fair market value in cash of such securities and other property at the time of the transfer or delivery thereof in payment for such Property Additions, which fair market value shall be deemed to be the Cost to the Company of such Property Additions.

E. Such instruments of conveyance, transfer and assignment as may be necessary to vest in the Trustee as a part of the Trust Estate all right, title and interest of the Company in and to the Property Additions so described and an Opinion of Counsel identifying such instruments of conveyance or stating that no such instruments are necessary for such purpose.

F. An Opinion of Counsel (which may be based on opinions of other counsel believed by such counsel to be reliable), dated within five (5) days prior to the date of filing thereof, to the effect that:

(1) if such Property Additions include any property located or constructed on, over or under public highways, rivers or other public property, the Company has the lawful right under permits or franchises granted by a governmental body having jurisdiction in the premises or by the law of the state in which such property is located to maintain and operate such property for an unlimited, indeterminate or indefinite period of time or for the period, if any, specified in such permit, franchise or law, and to remove such property at the expiration of the period covered by such permit, franchise or law, or that the terms of such permit, franchise or law require any public authority having the right to take over such property to pay fair consideration therefor or the term of such permit or franchise extends beyond the useful life of such property;

(2) the Company has corporate power to own and operate such Property Additions; and

(3) the documents which have been or are therewith delivered to the Trustee conform to the requirements of this Indenture for an Application for the action applied for and, upon the basis of such Application, all conditions precedent herein provided for relating to the authentication and delivery of the Obligations therein applied for, the loan or advance under Conditional Obligations, the release of any part of the Trust Estate then requested, the withdrawal of the Deposited Cash or Trust Moneys then requested or the conversion of outstanding principal amounts under Section 4.11 of Bondable Additions then requested have been complied with.

G. Title Evidence indicating that the Company has or, contemporaneously with the taking of the action applied for, will have or, in the case of property of the type described in paragraph C of the definition of "Property Additions," at the time the lien of this Indenture attached thereto, had title to the Property Additions described in the Certificate (except Property Additions that have been Retired).

H. To the extent not otherwise covered by the Title Evidence provided pursuant to paragraph G above, an Opinion of Counsel (which may be based on opinions of other counsel believed by such counsel to be reliable), dated within five (5) days prior to the date of filing thereof, to the effect that (i) the Company has or, contemporaneously with the taking of action applied for, will have duly obtained any easements, rights-of-way or leaseholds which are described in the Certificate, subject only to Permitted Exceptions, and (ii) the Indenture is or, upon delivery of the instruments of conveyance, transfer or assignment, if any, specified therein, will be a valid lien upon the Property Additions described in the Certificate (except Property Additions that have been Retired), and subject only to Permitted Exceptions and Prior Liens permitted by the proviso to Section 5.2D(2); **PROVIDED**, that the opinion contained in clause (ii) above may be limited, with respect to personal property, to such Property Additions in which a lien may be perfected by filing a financing statement under the Uniform Commercial Code.

**Section 4.3 Authentication and Delivery of Additional Obligations Upon Basis of Retirement or Defeasance of Obligations or Payments on Obligations.**

Additional Obligations may from time to time be executed by the Company and delivered to the Trustee for authentication, and the same shall be authenticated and delivered by the Trustee upon Company Request, in an aggregate principal amount up to but not exceeding the aggregate principal amount of the Obligations and the principal amount of the payments on the Obligations made the basis for such authentication and delivery, upon receipt by the Trustee of the following:

A. The documents and any cash deposit required by Section 4.1.

B. Subject to the restrictions of paragraph D below, Additional Obligations theretofore authenticated and delivered under this Indenture and in transferable form, matured or unmatured, canceled or uncanceled, in an aggregate principal amount, along with the aggregate amount of principal payments on the Obligations pursuant to paragraph C below, equal to the aggregate principal amount of Additional Obligations whose authentication and delivery are then applied for under this Section; **PROVIDED, HOWEVER**, that, in lieu of delivering Obligations to the Trustee, the Company may deposit with or deliver to the Trustee:

(1) cash sufficient to pay or redeem certain specified Obligations, **PROVIDED** that, if such Obligations are to be redeemed, notice of such redemption shall have been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee shall have been made; and/or

(2) an Officers' Certificate, dated within two (2) days of the relevant Application for the authentication and delivery of such Additional Obligations, stating

(a) that cash sufficient (in the opinion of a nationally recognized firm of Independent public accountants expressed in a certificate signed by such firm and delivered to the Trustee) to pay or redeem certain specified Obligations theretofore authenticated and delivered hereunder is then held by the Trustee in trust for such purpose and, if such Obligations are to be redeemed, that irrevocable notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and/or

(b) that certain specified Obligations have been paid, redeemed or otherwise retired or have ceased to be Outstanding; and/or

(3) an Officers' Certificate, dated within two (2) days of the relevant Application for the authentication and delivery of such Additional Obligations, stating that certain specified Obligations have been defeased under Article VII and are no longer Outstanding.

C. Subject to the restrictions of paragraph D below, an Officers' Certificate, dated within two (2) days of the relevant Application for the authentication and delivery of such Additional Obligations, stating that certain specified Obligations have been paid, in whole or in part, in an aggregate principal amount, along with the aggregate principal amount of the Obligations delivered to or with respect to which a deposit or delivery has been made with the Trustee pursuant to paragraph B above, equal to the aggregate principal amount of Additional Obligations whose authentication and delivery are then applied for under this Section; **PROVIDED, HOWEVER**, that in lieu of delivery of such Officers' Certificate, the Company may deposit with or deliver to the Trustee cash sufficient to pay certain specified Obligations, in whole or in part.

D. An Officers' Certificate, dated within two (2) days of the relevant Application for the authentication and delivery of such Additional Obligations, stating that the Obligations and the principal payments on Obligations then being made the basis for the authentication and delivery of Additional Obligations do not include

(1) any Obligation or any principal payment on an Obligation which shall have theretofore been made, or are currently being otherwise made, the basis for the authentication and delivery of Additional Obligations (or any loan or advance thereunder), the release of property, the withdrawal or application of Deposited Cash or Trust Moneys or the surrender or redesignation of Designated Qualifying Securities; or

(2) any Obligation (i) whose payment, redemption or other retirement, or provision therefor, has been effected through the operation of any sinking, amortization, improvement or other analogous fund and (ii) whose use under this Article is at the time precluded by any provision of this Indenture; or

(3) any Obligation which has been surrendered upon any exchange or transfer or any Obligation in lieu of which another Obligation has been authenticated and delivered under Section 3.8; or

(4) any Obligation which, in accordance with the last paragraph of Section 4.1, is treated as though it had never been Outstanding; or

(5) any Obligation authenticated and delivered on the basis of Designated Qualifying Securities or any Obligation that has been paid or deemed paid by the proceeds of the payment or redemption of Designated Qualifying Securities (in all cases after giving effect to any provision of this Indenture whereby Obligations originally authenticated and delivered on one basis shall be deemed to be authenticated and delivered upon another basis); or

(6) any Obligation or any principal payment on an Obligation retired or paid pursuant to or by an advance or loan under (i) an Obligation held by a Credit Enhancer and evidencing Credit Enhancement or (ii) an RUS Reimbursement Obligation; or

(7) any Obligation authenticated and delivered on the basis of Certified Progress Payments or any principal payment of amounts outstanding under an Obligation authenticated and delivered on the basis of Certified Progress Payments unless such Obligation or principal payment has been paid, redeemed, or otherwise retired or defeased under Article VII using the proceeds of the Additional Obligations whose authentication and delivery are then being applied for (and each such Additional Obligation, or principal amount loaned or advanced thereunder, shall be deemed to have been authenticated and delivered or, in the case of a loan or advance, made on the basis of Certified Progress Payments).

E. An Opinion of Counsel stating that the documents and cash and/or Obligations which have been or are therewith delivered to the Trustee conform to the requirements of this Indenture and that, upon the basis of the relevant Application, the conditions precedent to authentication and delivery of the Obligations applied for under this Article have been satisfied.

F. An Available Margins Certificate.

Every Obligation received by the Trustee and on the basis of which an Additional Obligation is authenticated and delivered under this Article, if not already canceled, shall be promptly canceled and thereafter the Trustee shall retain such Obligations or destroy such Obligations and, upon Company Request, deliver a certificate of destruction to the Company.

#### **Section 4.4 Authentication and Delivery of Additional Obligations Upon Basis of Designated Qualifying Securities.**

Additional Obligations may from time to time be executed by the Company and delivered to the Trustee for authentication, and the same shall be authenticated and delivered by the Trustee upon Company Request, in an aggregate principal amount up to but not exceeding the aggregate principal amount of the Designated Qualifying Securities made the basis of such authentication and delivery, upon receipt by the Trustee of the following:

A. The documents and any cash deposit required by Section 4.1.

B. An Available Margins Certificate.

C. Designated Qualifying Securities, which (i) the Company designates as the basis for authentication and delivery of such Additional Obligations; (ii) shall be redeemable at the demand of the Trustee on or after an Event of Default; (iii) bear interest at the rate at least equal to the rate of interest to accrue on the Additional Obligations to be authenticated and delivered upon the basis of such Designated Qualifying Securities or on the basis of Deposited Cash to the extent any of such Deposited Cash is withdrawn on the basis of such Designated Qualifying Securities; (iv) may, but need not, contain provisions for the redemption thereof at the option of the issuer thereof, any such redemption to be made at a redemption price or prices not less than the principal amount thereof; (v) mature on such date or dates and in such principal amounts as shall correspond to the maturity date or dates and principal amounts of the Additional

Obligations to be authenticated and delivered upon the basis of such Designated Qualifying Securities or on the basis of Deposited Cash to the extent any of such Deposited Cash is withdrawn on the basis of such Designated Qualifying Securities; (vi) contain mandatory redemption provisions corresponding to the mandatory and optional redemption provisions (pursuant to a sinking fund, at the option of the Holder thereof, or otherwise) of the Additional Obligations to be authenticated and delivered on the basis of such Designated Qualifying Securities or on the basis of Deposited Cash to the extent any of such Deposited Cash is withdrawn on the basis of Designated Qualifying Securities; and (vii) shall be held by the Trustee in accordance with Article XVI.

D. An Officers' Certificate, dated within two (2) days of the relevant Application for the authentication and delivery of Additional Obligations, stating

(1) that the sum of the aggregate principal amount of all Designated Qualifying Securities then on deposit with the Trustee plus the aggregate principal amount of all Designated Qualifying Securities then being made the basis for the authentication and delivery of Additional Obligations does not exceed 20% of the sum of the aggregate principal amount of all Obligations then Outstanding plus the aggregate principal amount of the Additional Obligations which are the subject of such Application; and

(2) that the Designated Qualifying Securities then being made the basis for such authentication and delivery of Additional Obligations do not include any Designated Qualifying Securities which shall have theretofore been made, or are currently being otherwise made, the basis for the authentication and delivery of Additional Obligations (or any loan or advance thereunder), the release of property, the withdrawal of Deposited Cash or Trust Moneys or the surrender or redesignation of Designated Qualifying Securities.

E. An Engineer's or Appraiser's Certificate (which shall be given by an Independent Engineer or Independent Appraiser if (i) the aggregate of the fair value of such Designated Qualifying Securities to be deposited with the Trustee in connection with such Application and the fair value of all Designated Qualifying Securities and other securities deposited with the Trustee since the commencement of the then current calendar year (as previously certified to the Trustee) is 10% or more of the aggregate principal amount of Obligations then Outstanding and (ii) the fair value of such Designated Qualifying Securities to be deposited with the Trustee in connection with such Application is not less than \$25,000 and not less than 1% of the aggregate principal amount of Obligations then Outstanding), dated within thirty (30) days prior to the date of the related Application, stating, in the opinion of the signer, the fair value to the Company of such Designated Qualifying Securities to be deposited with the Trustee in connection with such Application.

F. An Opinion of Counsel (which as to clauses (1), (2) and (3) below may be from counsel to the issuer of the Designated Qualifying Securities) to the effect that:

(1) The forms of the Qualifying Securities delivered pursuant to paragraph C above have been duly approved by the issuer of the Designated Qualifying Securities and have been established in conformity with the provisions of the related Qualifying Securities Indenture;

(2) The terms of such Qualifying Securities have been duly authorized by the issuer of the Designated Qualifying Securities and have been established in conformity with the provisions of the related Qualifying Securities Indenture;

(3) Such Qualifying Securities have been duly issued under the related Qualifying Securities Indenture and constitute valid and legally binding obligations of the issuer of the Designated Qualifying Securities, entitled to the benefits provided by such Qualifying Securities Indenture, and are enforceable in accordance with their terms; and

(4) The documents, cash, if any, and Designated Qualifying Securities which have been or are therewith delivered to Trustee and the Qualifying Securities Indenture pursuant to which such Designated Qualifying Securities have been issued conform to the requirements of this Indenture and that, on the basis of the relevant Application, the conditions precedent to authentication and delivery of the Additional Obligations applied for under this Article have been satisfied.

G. Certified copies of all opinions, certificates and other documents delivered to the trustee under the applicable Qualifying Securities Indenture in connection with the issuance of such Designated Qualifying Securities.

#### **Section 4.5 Authentication and Delivery of Additional Obligations Upon Deposit of Cash with Trustee.**

Additional Obligations may from time to time be executed by the Company and delivered to the Trustee for authentication, and the same shall be authenticated and delivered by the Trustee upon Company Request, upon receipt by the Trustee of the following:

A. The documents and any cash deposit required by Section 4.1;

B. Cash (which may be cash representing the purchase price of, or a loan made pursuant to, the Additional Obligations to be authenticated and delivered under this Section 4.5) equal to the aggregate principal amount of the Additional Obligations whose authentication and delivery are then applied for under this Section (such cash being herein sometimes referred to as “**Deposited Cash**”);

C. An Opinion of Counsel stating that the documents which have been or are therewith delivered to the Trustee conform to the requirements of this Indenture and that, upon the deposit of an amount of cash equal to the aggregate principal amount of the Additional Obligations whose authentication and delivery are so applied for, the conditions precedent to



such authentication and delivery of such Additional Obligations under this Article shall have been satisfied; and

- D. An Available Margins Certificate.

#### **Section 4.6 Withdrawal of Deposited Cash.**

Until paid upon Company Order as provided in this Section, the Trustee shall hold all Deposited Cash as a part of the Trust Estate; and, upon any sale of the Trust Estate or any part thereof under Article VIII, any Deposited Cash then held by the Trustee shall be applied in accordance with Section 8.7; but, prior to any such sale, all or any part of the Deposited Cash shall be applied by the Trustee from time to time as provided in this Section.

From time to time, whenever the Company becomes entitled to the authentication and delivery of Additional Obligations under Section 4.2 (upon the basis of Bondable Additions), under Section 4.3 (upon the basis of the retirement or defeasance of Obligations previously Outstanding or payments on Obligations) or under Section 4.4 (upon the basis of Designated Qualifying Securities), the Trustee shall (in lieu of authenticating and delivering Additional Obligations) pay upon Company Request, and the Company shall be entitled to withdraw, Deposited Cash in an amount equal to the principal amount of the Additional Obligations to whose authentication and delivery the Company would be so entitled, but only upon receipt by the Trustee of the following:

- A. a Board Resolution requesting the withdrawal and payment of Deposited Cash;
- B. an Officers' Certificate, dated within two (2) days of the date of the relevant Application for such withdrawal and payment, stating that no Event of Default exists and that all conditions precedent provided for in this Indenture relating to such withdrawal and payment have been complied with;
- C. in the case of an Application for the withdrawal of Deposited Cash upon the basis of Bondable Additions, the additional documents specified in Section 4.2 (other than an Available Margins Certificate) for delivery whenever requesting the use of Bondable Additions as a basis for such withdrawal of Deposited Cash under this Section;
- D. in the case of an Application for the withdrawal of Deposited Cash upon the basis of the retirement or defeasance of Obligations or payments on Obligations, the documents and Obligations specified in paragraphs B, C, D and E of Section 4.3 for delivery to the Trustee (with such omissions and variations as are appropriate in view of the fact that the Application involves the withdrawal of Deposited Cash and not the authentication and delivery of Additional Obligations), together with an Opinion of Counsel stating that all conditions precedent provided for in this Indenture relating to such withdrawal of Deposited Cash have been complied with; and

E. in the case of an Application for the withdrawal of Deposited Cash upon the basis of Designated Qualifying Securities, the documents and Designated Qualifying Securities specified in paragraphs C, D, E, F and G of Section 4.4 for delivery to the Trustee (with such omissions and variations as are appropriate in the view of the fact that the Application involves the withdrawal of Deposited Cash and not the authentication and delivery of any Additional Obligations), together with an Opinion of Counsel stating that all conditions precedent provided for in this Indenture relating to such withdrawal of Deposited Cash have been complied with; **PROVIDED** that thereafter the Additional Obligations authenticated and delivered on the basis of such Deposited Cash that is then withdrawn on the basis of Designated Qualifying Securities shall be deemed to be authenticated and delivered on the basis of Designated Qualifying Securities.

#### **Section 4.7 Credit Obligations.**

Additional Obligations (“**Credit Obligations**”) of one or more series, or within a series, may from time to time be executed by the Company and delivered to the Trustee for authentication, and the same shall be authenticated and delivered by the Trustee upon Company Request, concurrently with the authentication and delivery of any Additional Obligations authorized pursuant to the provisions of Section 4.2, 4.3, 4.4, 4.5, 4.8 or 4.10 for the purpose of evidencing the Company’s obligation to repay any advances or loans made to, or on behalf of, the Company (and related interest, fees, charges and other amounts) in connection with Credit Enhancement or liquidity support of such other authorized Additional Obligations; **PROVIDED, HOWEVER,** that the stated maximum principal amount of any such Credit Obligations shall not exceed the aggregate principal amount of the Additional Obligations with respect to which such Credit Enhancement or liquidity support is being provided, such number of days’ interest thereon as the Company shall determine prior to the issuance thereof computed at the maximum interest rate applicable thereto, and related fees and other charges related thereto or the enforcement thereof. Except as otherwise provided in a Supplemental Indenture, for the purposes of (i) receiving payment of a Credit Obligation, whether at maturity, upon redemption or if the principal of all Obligations is declared immediately due and payable following an Event of Default, as provided in Section 8.1 of this Indenture, or (ii) computing the principal amount of Obligations held by the Holder of a Credit Obligation in giving any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders, the principal amount of a Credit Obligation shall be the actual principal amount that the Company shall owe thereon at the time. The proceeds of any payment pursuant to, or any loan or advance under, any Credit Obligation shall be used solely in connection with the payment of the related Obligation or in connection with the enforcement of, or protection of the security for, such Credit Obligation, and for other related fees and charges.

#### **Section 4.8 Conditional Obligations.**

Conditional Obligations are (i) Additional Obligations authenticated and delivered as provided in this Section 4.8, and under which no principal amount is outstanding thereunder at

the time of such authentication and delivery and (ii) Existing Obligations with principal amounts remaining to be loaned or advanced after the date hereof.

Subject to the limitation in Section 3.2(c) as to the aggregate principal amount of Obligations that may be Outstanding hereunder, Conditional Obligations of one or more series may from time to time be executed by the Company and delivered to the Trustee for authentication, and the same shall be authenticated and delivered by the Trustee upon Company Request, upon receipt by the Trustee of the documents and cash deposit, if any, specified in paragraphs A, B, C and D of Section 4.1 (except that the certification and Opinion of Counsel with respect to the compliance with conditions precedent shall apply only to the conditions precedent set forth in Section 4.1) on or prior to the date of such authentication and delivery.

Loans or advances under a Conditional Obligation shall only be permitted or made with the consent of the Trustee, which consent shall be given only upon the Company's delivery of:

A. (i) the relevant documents specified in paragraphs B through H, inclusive, of Section 4.2, (ii) the relevant documents and Obligations specified in paragraphs B through E, inclusive, of Section 4.3, (iii) the relevant documents and Designated Qualifying Securities specified in paragraphs C through G, inclusive, of Section 4.4 or (iv) the relevant documents specified in paragraphs A through D, inclusive, of Section 4.10 (in each case with such omissions and variations as are appropriate in view of the fact that such Sections are being used as the basis for loans or advances under Conditional Obligations rather than the authentication and delivery of Additional Obligations), which documents would permit the authentication and delivery of Additional Obligations in an aggregate principal amount equal to such requested loan or advance;

B. An Available Margins Certificate; and

C. An Officers' Certificate and an Opinion of Counsel each stating that all conditions precedent provided for in this Section relating to such loan or advance have been complied with.

For purposes of the other Sections of this Indenture, each loan or advance under a Conditional Obligation shall be treated as though an Additional Obligation in an aggregate principal amount equal to the amount of the loan or advance was being authenticated and delivered under the applicable Section of this Indenture referred to paragraph A above, and all references to Additional Obligations so authenticated and delivered shall include loans or advances made under Conditional Obligations on the same basis.

For the purposes of (i) receiving payment of Conditional Obligations, whether at maturity, upon redemption or if the principal of Obligations is declared immediately due and payable following an Event of Default, as provided in Section 8.1 of this Indenture, or (ii) computing the principal amount of such Conditional Obligations held by the Holder thereof in giving any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders, the principal amount of such Conditional Obligations shall be deemed to be the actual principal amount that the Company

shall owe thereon, which shall equal the aggregate of the amounts advanced to, or on behalf of, the Company in connection therewith, less any prior repayments thereof.

#### **Section 4.9 RUS Reimbursement Obligations.**

Additional Obligations constituting RUS Reimbursement Obligations of one or more series, or within a series, may from time to time be executed by the Company and delivered to the Trustee for authentication, and the same shall be authenticated and delivered by the Trustee upon Company Request, concurrently with the authentication and delivery of any Additional Obligations authorized pursuant to the provisions of Section 4.2, 4.3, 4.4, 4.5, 4.8 or 4.10 and guaranteed by the United States of America, acting through the Administrator of RUS. Except as otherwise provided in a Supplemental Indenture, for the purposes of (i) receiving payment of a RUS Reimbursement Obligation, whether at maturity, upon redemption or if the principal of all Obligations is declared immediately due and payable following an Event of Default, as provided in Section 8.1 of this Indenture, and (ii) computing the principal amount of any RUS Reimbursement Obligation held by a Holder thereof in giving any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders, the principal amount of such RUS Reimbursement Obligation shall be the actual principal amount that the Company shall owe thereon at the time. The proceeds of any payment pursuant to, or loan or advance under, any RUS Reimbursement Obligation, shall be used solely in connection with the payment of the related guaranteed Obligation, or in connection with the enforcement of, or protection of the security for, such RUS Reimbursement Obligation, and for other related fees and charges.

#### **Section 4.10 Authentication and Delivery of Additional Obligations Upon Basis of Certified Progress Payments.**

Additional Obligations of one or more new series, or Additional Obligations of an existing series, may from time to time be executed by the Company and delivered to the Trustee for authentication, and thereupon such Additional Obligations shall be authenticated and delivered by the Trustee upon Company Request, in an aggregate principal amount up to but not exceeding 80% of the Certified Progress Payments made the basis for such authentication and delivery, upon receipt by the Trustee of the following:

- A. The documents and any cash deposit required by Section 4.1.
- B. An Available Margins Certificate.
- C. An Officers' Certificate, dated within five (5) days of the relevant Application for the authentication and delivery of Additional Obligations, stating:
  - (1) the total amount of Certified Progress Payments which are then being made the basis for the authentication and delivery of Additional Obligations, which shall equal 125% of the aggregate principal amount of

Additional Obligations whose authentication and delivery are then being applied for under this Section;

(2) that the sum of (i) the aggregate principal amount of all Additional Obligations then Outstanding that were originally authenticated and delivered on the basis of Certified Progress Payments to the extent such principal amount has not been converted under Section 4.11 plus (ii) the aggregate principal amount of the Additional Obligations whose authentication and delivery are then being applied for under this Section does not exceed 40% of the sum of (a) the aggregate principal amount of all Obligations then Outstanding plus (b) the aggregate principal amount of the Additional Obligations whose authentication and delivery are then being applied for under this Section; and

(3) that the Certified Progress Payments then being made the basis for the authentication and delivery of Additional Obligations do not include any Certified Progress Payments which shall have theretofore been made, or are otherwise currently being made, the basis for the authentication and delivery of Additional Obligations (or any loan or advance thereunder).

D. An Opinion of Counsel stating that either (i) the applicable Qualified EPC Contract or (ii) if the property with respect to which the proceeds of the Certified Progress Payments have been paid is jointly or commonly owned, the contracts evidencing and governing such joint ownership, is or are part of the Trust Estate and that the actions taken by the Company under this Section with respect to the delivery of documents to the Trustee conforms to the requirements of this Indenture and that, upon the basis of the Application, the conditions precedent provided for in this Indenture relating to the authentication and delivery of the Additional Obligations therein applied for have been complied with.

#### **Section 4.11 Conversion of Additional Obligations.**

From time to time, upon Company Request, all or a portion of the principal amount outstanding under Additional Obligations originally authenticated and delivered upon the basis of Certified Progress Payments under Section 4.10 or under Additional Obligations, under which loans or advances were made upon the basis of Certified Progress Payments under Section 4.10, shall be converted to principal amounts outstanding under Additional Obligations deemed to have been authenticated and delivered upon the basis of Bondable Additions under Section 4.2, in an aggregate principal amount up to but not exceeding 90.91% of Bondable Additions acquired with the proceeds of Certified Progress Payments and made the basis for such conversion as shown in item 8 of the Summary of Certificate as to Bondable Additions delivered to the Trustee under this Section, upon receipt by the Trustee of the following:

A. The relevant documents specified in paragraphs B through H, inclusive, of Section 4.2 for delivery to the Trustee whenever requesting the use of Bondable Additions as the basis for converting principal amounts outstanding under Additional Obligations under this Section.

B. An Officers' Certificate, dated within five (5) days of the relevant Application requesting the conversion of principal amounts outstanding under Additional Obligations under this Section, stating that:

- (1) no Event of Default exists;
- (2) the conditions precedent provided for in this Indenture relating to such conversion have been complied with; and
- (3) identifying the Additional Obligations all or a portion of the principal amount of which is to be converted under this Section and specifying the principal amount to be converted.

C. An Opinion of Counsel stating that the documents which have been or are therewith delivered to the Trustee conform to the requirements of this Indenture, and that, upon the basis of the Application, the conditions precedent provided for in this Indenture relating to the conversion of principal amounts outstanding under Additional Obligations under this Section have been complied with.

Upon compliance with the foregoing provisions of this Section, the principal amount outstanding under Additional Obligations specified in the Officers' Certificate delivered to the Trustee pursuant to paragraph B above shall be converted. By virtue of such conversion, and notwithstanding any other provision of this Indenture, (i) such specified principal amount shall be deemed always to have been outstanding under Additional Obligations authenticated and delivered under Section 4.2 and never to have been outstanding under Additional Obligations upon the basis of Certified Progress Payments and (ii) Property Additions acquired with Certified Progress Payments made the basis for the authentication and delivery of such specified principal amount so converted shall be deemed never to have been acquired with Certified Progress Payments.

## ARTICLE V

### RELEASES

#### **Section 5.1 Right of Company to Possess and Operate Trust Estate; Dispositions without Release.**

So long as no Event of Default shall exist, the Company shall have the right, subject to the provisions of this Article, to possess, use, manage, operate and enjoy the Trust Estate (other than any cash and securities constituting part of the Trust Estate and deposited with the Trustee),

to use and consume such materials, equipment, fuel and supplies as may be necessary or appropriate to generate, transmit and distribute electricity or operate the System, and to collect, receive, use, invest and dispose of the rents, issues, tolls, earnings, profits, revenues and other income, products and proceeds from the Trust Estate, with power, in the ordinary course of business, freely and without restriction on the part of the Trustee or of the Holders, to gather, cut, mine and produce crops, timber, coal, ore, gas, oil, minerals or other natural resources and products, materials and supplies and to use, consume and dispose of any thereof, and to alter, repair and change the position or location of any of its lines, railroads, mines, mills, warehouses, buildings, works, structures, machinery, equipment and other property, **PROVIDED** that such alterations, repairs or changes shall not materially diminish the value thereof or impair the lien of this Indenture thereon, and to deal with, exercise any and all rights under, receive and enforce performance under, modify or amend, and adjust and settle all matters relating to current performance of, choses in action, leases, contracts and other agreements.

The Company shall have, in addition to and not in limitation of the rights set forth in the preceding paragraph, the right, at any time and from time to time if no Event of Default exists, freely and without restriction on the part of the Trustee or of the Holders, without any release from or consent by the Trustee,

A. to sell, exchange or otherwise dispose of, free and clear of the lien of this Indenture, any machinery, equipment, furniture, apparatus, tools or implements, materials or supplies or other similar property subject to the lien hereof, which shall have become old, inadequate, obsolete, worn out, unfit, unadaptable, unserviceable, undesirable or unnecessary for use in the operations of the Company, upon substituting for the same other machinery, equipment, furniture, apparatus, tools or implements, materials or supplies or other property not necessarily of the same character but of at least equal value to the Company as the property disposed of, which shall forthwith become, without further action, subject to the lien of this Indenture; and no purchaser of any such property shall be bound to inquire into any question affecting the right of the Company to sell or otherwise dispose of the same free from the lien of this Indenture;

B. to abandon, terminate, cancel or release, free and clear of the lien of this Indenture, or amend, make alterations in or substitutions of any leases, contracts, easements, rights-of-way or other agreements subject to the lien of this Indenture, **PROVIDED** that any amended, altered or substituted leases, contracts, easements, rights-of-way or other agreements shall forthwith, without further action, become subject to the lien of this Indenture to the same extent as those previously existing and **PROVIDED FURTHER** that, if the Company shall receive any money or property as consideration or compensation for such abandonment, termination, cancellation, release, amendment, alteration or substitution, such money (to the extent it exceeds \$100,000 per abandonment, termination, cancellation, release, amendment, alteration or substitution) or property, forthwith upon its receipt by the Company, shall be deposited with the Trustee (unless otherwise required by a Prior Lien) or otherwise subjected to the lien of this Indenture;

C. to surrender, free and clear of the lien of this Indenture, or modify any franchise, right (charter and statutory), license or permit subject to the lien of this Indenture which it may own or hold or under which it may be operating, **PROVIDED** that, in the opinion of the Board of Directors or an Officer of the Company, the preservation of such franchise, right, license or permit is no longer reasonably necessary, or with respect to any modification, that such modification is desirable, in the conduct of the business of the Company, **PROVIDED FURTHER** that the exercise of the right of any municipality or any other political subdivision to terminate a permit, license or franchise shall not be deemed to be a surrender or modification of the same, and **PROVIDED FURTHER** that, if the Company shall receive any money or property as consideration or compensation for such surrender or modification, such money (to the extent it exceeds \$100,000 per surrender or modification) or property, forthwith upon its receipt by the Company, shall be deposited with the Trustee (unless otherwise required by a Prior Lien) or otherwise subjected to the lien of this Indenture;

D. to grant, and subordinate the lien of the Indenture to, rights-of-way, easements, licenses and permits over or in respect of any property constituting part of the Trust Estate, or release or cancel, free and clear of the lien of the Indenture, rights-of-way, easements, licenses and permits constituting part of the Trust Estate, **PROVIDED** that, in the opinion of the Board of Directors or an Officer of the Company, no such grant will in any material respect impair the usefulness of such property in the conduct of the Company's business and no such release shall occur with respect to any right-of-way or easement that is necessary to the operation of the System, and **PROVIDED FURTHER** that any cash consideration in excess of \$100,000 (per grant or release) received by the Company upon or in connection with the granting thereof, forthwith upon its receipt by the Company, shall be deposited with the Trustee (unless otherwise required by a Prior Lien);

E. to demolish, dismantle, tear down or, use for scrap or abandon any property in the Trust Estate, or abandon any thereof other than land and estates in land, free and clear of the lien of this Indenture, if in the opinion of the Board of Directors or any Officer of the Company such demolition, dismantling, tearing down, scrapping or abandonment is desirable in the conduct of the business of the Company and the value and utility of the Trust Estate as an entirety will not thereby be materially impaired;

F. to alter, repair, replace, change the location or position of and add to its plants, structures, machinery, systems, equipment, fixtures and appurtenances, **PROVIDED** that no change shall be made in the location of any such property subject to the lien of this Indenture which removes such property into a jurisdiction in which this Indenture and any required financing or continuation statement covering security interests in such property have not been recorded, registered or filed in the manner required by law to preserve the lien of this Indenture on such property or otherwise impairs the lien hereof;

G. to deal in, sell, dispose of or otherwise use inventory which is subject to the lien of this Indenture in the ordinary course of the Company's business, collect or liquidate accounts which are subject to the lien of this Indenture in the ordinary course of the Company's business,



or use cash proceeds of the Trust Estate which are subject to the lien of the Indenture (other than cash deposited or required to be deposited with the Trustee pursuant to this Indenture) in the business of the Company, **PROVIDED**, that the Company's right to rely upon this paragraph G shall be conditioned upon and the Company shall deliver to the Trustee, within thirty (30) days following January 1 and July 1 in each year (each, a "**Six-Month Period**"), an Officers' Certificate to the effect that all dealings in, and sales, dispositions and other uses of, such inventory by the Company and all collections and liquidations of such accounts by the Company during such Six-Month Period were in the ordinary course of the Company's business and that all such cash proceeds were used by the Company in connection with its business or to make other cash payments permitted by this Indenture, and **PROVIDED FURTHER** that this paragraph G shall not apply to any dealing in, or sale, disposition or other use of, such inventory, collection or liquidation of such accounts, or use of such cash proceeds in any single transaction or related series of transactions involving more than 10% of the fair value of the Trust Estate and, in such event, such action shall be made pursuant to the provisions of Section 5.2;

H. to sell, lease, sublease or otherwise dispose of, subject to the lien of this Indenture, any property, **PROVIDED** that the Company shall maintain possession and control of such property pursuant to a lease or sublease meeting the requirements of paragraph C of the definition of "Property Additions"; and

I. to sell, exchange or otherwise dispose of any fuel in the ordinary course of business or in connection with the environmental treatment of such fuel, free and clear of the lien of this Indenture.

The Trustee shall, from time to time, execute a written instrument to evidence and confirm any sale, grant, subordination, release or other action taken under this Section, upon receipt by the Trustee of (i) a Board Resolution or Officers' Certificate requesting the same and expressing any required opinions, (ii) an Officers' Certificate stating that no Event of Default exists and that said action was duly taken in conformity with a designated paragraph of this Section, and (iii) an Opinion of Counsel stating that said action was duly taken by the Company in conformity with this Section and that the execution of such written instrument by the Trustee is appropriate to confirm such action under this Section.

## **Section 5.2 Releases.**

The Company shall have the right, at any time and from time to time, to sell, exchange or otherwise dispose of any part of the Trust Estate (except cash, Pledged Securities and other personal property held by, or required to be deposited with, the Trustee hereunder), or to have any part of the Trust Estate (except cash, Pledged Securities and other personal property held by, or required to be deposited with, the Trustee hereunder) released from the lien of this Indenture without selling, exchanging or otherwise disposing of such part of the Trust Estate, and the Trustee shall, from time to time, release such property from the lien of this Indenture, but only upon receipt by the Trustee of the following:

A. A Board Resolution requesting such release and describing the property to be released; **PROVIDED, HOWEVER**, that no Board Resolution shall be required as to any item of property if the Officers' Certificate delivered pursuant to paragraph B below states that the value of such item of property to be released does not exceed 0.1% of the fair value of the Trust Estate.

B. An Officers' Certificate (hereinafter called a "**Release Certificate**"), dated not more than thirty (30) days prior to the date of the Application for such release and signed, in the case of the following clause (2), by an Engineer, and, in the case of the following clauses (5) and (6), by an Engineer or an Appraiser, setting forth in substance as follows:

- (1) identifying the property requested to be released;
- (2) that
  - (a) such release is desirable in the conduct of the business of the Company and the property to be released is no longer necessary in the conduct of the business of the Company, or
  - (b) any sale, exchange or other disposition of the property has been or is to be made in lieu and reasonable anticipation of the taking of such property by eminent domain by the United States of America or a designated state, municipality or other governmental authority having the power to take such property by eminent domain, or
  - (c) any sale, exchange or other disposition of the property has been or is to be made in lieu and reasonable anticipation of the exercise of a right of the United States of America or a designated state, municipality or other governmental authority to purchase, or designate a purchaser or order the sale of, such property; or
  - (d) such release is in connection with the sale and leaseback of any property;
- (3) that no Event of Default exists;
- (4) that, in the opinion of the signers, the proposed release will not impair the security under this Indenture in contravention of the provisions hereof and that all conditions precedent herein provided for relating to such release have been complied with;
- (5) the fair value, in the opinion of said Engineer or Appraiser, of the property to be released at the date of the Release Certificate; and if, by virtue of clause (7) of this paragraph, any of the property to be released shall be separately described in the Release Certificate, the fair value of such property shall be separately stated; **PROVIDED**,

**HOWEVER**, that it shall not be necessary under this clause to state the fair value of any property whose fair value is certified in an Independent Engineer's or Independent Appraiser's Certificate under paragraph C below;

(6) whether

(a) the aggregate of the fair value of the property to be released at the date of the Release Certificate and the fair value of all securities or other property released since the commencement of the then current calendar year (as previously certified to the Trustee in connection with releases) is 10% or more of the aggregate principal amount of all Obligations at the time Outstanding and whether the fair value of the property to be released is at least \$25,000 and at least 1% of the aggregate principal amount of all Obligations at the time Outstanding, or

(b) the fair value of the property to be released at the date of the Release Certificate is more than 0.1% of the fair value of the Trust Estate,

and, if all the facts specified in either clause (a) or (b) above are present that a certificate of an Independent Engineer or Independent Appraiser as to the fair value of the property to be released will be furnished under paragraph C below; and

(7) whether any purchase money obligations to be delivered to the Trustee or to be certified as delivered to the trustee, mortgagee or other holder of a Prior Lien under paragraph D(4) below are to be secured by a purchase money mortgage on less than all the property to be released; and, if so, the property to be covered by such purchase money mortgage shall be separately described.

C. In case it shall be stated pursuant to paragraph B(6) above that the same will be furnished, a certificate of an Independent Engineer or Independent Appraiser, dated not more than thirty (30) days prior to the date of the Application for such release, stating the fair value, in the Independent Engineer's or Independent Appraiser's opinion, at the date of the Release Certificate of the property to be released, and stating separately the fair value of any such property separately described pursuant to paragraph B(7) above and stating also that, in the opinion of the Independent Engineer or Independent Appraiser, the proposed release will not impair the security under this Indenture in contravention of the provisions hereof.

D. Cash equal to the fair value, as certified pursuant to this Section, of the property to be released; **PROVIDED, HOWEVER**, that, no cash deposit will be required if the Officers' Certificate delivered pursuant to paragraph B above states that the value of each item of property to be released does not exceed 0.1% of the fair value of the Trust Estate and the value of all property released during the current calendar year under this proviso does not exceed 0.5% of the fair value of the Trust Estate; and **PROVIDED FURTHER** that, in lieu of all or any part of such

cash, the Company shall have the right to deposit and pledge with or deliver to the Trustee any of the items described in the following clauses of this paragraph:

(1) purchase money obligations secured by a mortgage or similar instrument (hereinafter in this paragraph called a “mortgage”) on the property to be released or the portion thereof separately described pursuant to paragraph B(7) above, maturing not more than 10 years after the date of the deposit thereof and not exceeding in principal amount 80% of the fair value of the property covered by such purchase money mortgage, as certified pursuant to paragraph B(5) or C above, which purchase money obligations and the mortgage securing the same shall be duly assigned to and deposited and pledged with the Trustee, shall be accompanied by an Officers’ Certificate stating that the aggregate unpaid principal amount of all purchase money obligations received by the Trustee under this clause and then deposited and pledged with it (including those then being deposited and pledged with the Trustee), together with all those then and theretofore delivered to and then held by any trustees, mortgagees or other holders of Prior Liens under clause (4) below, does not exceed 10% of the aggregate principal amount of all Obligations then Outstanding and shall be received by the Trustee at their principal amount in lieu of cash;

(2) the relevant documents specified in paragraphs B through H, inclusive, of Section 4.2 for delivery whenever requesting the use of Bondable Additions as a basis, in whole or in part, for the release of any part of the Trust Estate under this Section, said documents to be received by the Trustee in lieu of cash up to the Bondable Additions thereby certified; **PROVIDED, HOWEVER**, that if all the property to be released was, immediately before such release Non-Bondable Property, subject to a Prior Lien, the Bondable Additions being used as a basis for such release may be subject to the same Prior Lien without any deduction for the Prior Lien Obligations thereby secured in computing such Bondable Additions and said documents may be modified accordingly;

(3) the relevant documents and Obligations specified in paragraphs B, C, D and E of Section 4.3 (with such omissions and variations as are appropriate in view of the fact that the Obligations described therein as previously or concurrently retired or defeased or principal payments on Obligations are being used as the basis for the release of any part of the Trust Estate) for delivery whenever requesting the use of Obligations previously or concurrently retired or defeased or payments on Obligations as a basis, in whole or in part, for the release of any part of the Trust Estate under this Section, said documents to be received by the Trustee in lieu of cash up to an amount equal to the principal amount of Obligations previously or concurrently retired or defeased or payments on Obligations and in either case not previously used as a basis for the issuance of Additional Obligations or the withdrawal of cash;

(4) a certificate of the trustee, mortgagee or other holder of a Prior Lien on all or any part of the property to be released, stating that a specified amount of cash or a specified principal amount of purchase money obligations of the character described in clause (1) above and representing proceeds of the sale of such property have been

deposited with such trustee, mortgagee or other holder pursuant to the requirements of such Prior Lien, such certificate to be received by the Trustee in lieu of cash equal to the cash and the principal amount of the purchase money obligations so certified to have been deposited with such trustee, mortgagee or other holder, **PROVIDED** there shall also be delivered to the Trustee an Officers' Certificate stating that such property to be released was subject to such Prior Lien, which shall be briefly described or otherwise identified, and that the aggregate principal amount of all purchase money obligations received by the Trustee under clause (1) of this paragraph and then deposited and pledged with it, together with all those then and theretofore delivered to and then held by any trustees, mortgagees or other holders of Prior Liens under this clause, does not exceed 10% of the aggregate principal amount of all Obligations then Outstanding;

(5) an Officers' Certificate stating that the property to be released has been subject to a specified Prior Lien or Prior Liens existing thereon immediately before such release, briefly describing or otherwise identifying such Prior Lien or Prior Liens, stating the principal amount of the outstanding Prior Lien Obligations secured thereby and stating that such property constitutes all the property which, immediately before such release was subject to such Prior Lien or Prior Liens, said Certificate to be received by the Trustee in lieu of cash in an amount equal to the principal amount of outstanding Prior Lien Obligations so stated to be secured by such Prior Lien or Prior Liens; or

(6) The relevant documents and Designated Qualifying Securities specified in paragraphs C, D, E, F and G of Section 4.4 (with such omissions and variations as are appropriate in view of the fact that the Designated Qualifying Securities described therein are being used as the basis for the release of any part of the Trust Estate and except that the maturity date or dates for such Designated Qualifying Securities may be as determined by the Company) for delivery whenever requesting the use of Designated Qualifying Securities as a basis, in whole or in part, for the release of any part of the Trust Estate under this Section, said documents to be received by the Trustee in lieu of cash up to an amount equal to the principal amount of such Designated Qualifying Securities.

E. An Opinion of Counsel

(1) stating that the certificates, opinions and other instruments and/or cash and/or obligations which have been or are therewith delivered to or deposited and pledged with the Trustee conform to the requirements of this Indenture, and that, upon the basis of the Application, all conditions precedent herein provided for or relating to the release from the lien of this Indenture of the property to be released have been complied with;

(2) stating that the purchase money obligations, if any, being delivered to the Trustee or to the trustee, mortgagee or other holder of a Prior Lien are valid obligations and are duly secured by a valid purchase money mortgage constituting a lien upon all the property to be released, or upon the portion thereof separately described pursuant to

paragraph B(7) above, free of any Prior Liens other than any existing on the property to be released immediately prior to such release, and that the assignment to the Trustee of such purchase money obligations and the mortgage securing the same is valid and in recordable form;

(3) in case any cash or purchase money obligation shall be certified to have been deposited with the trustee, mortgagee or other holder of a Prior Lien, stating that the property to be released, or a specified portion thereof, is or immediately before such release was subject to such Prior Lien and that such deposit is required by such Prior Lien;

(4) in case any sale, exchange or other disposition of the property to be released shall have been certified, pursuant to paragraph B(2)(b) above, to be in lieu and reasonable anticipation of the taking of such property by eminent domain, stating that such property could lawfully have been taken by the grantee by eminent domain;

(5) in case any sale, exchange or other disposition of the property to be released shall have been certified, pursuant to paragraph B(2)(c) above, to be in lieu and reasonable anticipation of the exercise of a right to purchase, or to designate a purchaser or order the sale of, such property, stating that the designated governmental authority had, at the time of such sale or disposition, a right to purchase or designate a purchaser of such property or to order its sale; and

(6) in case an Officers' Certificate shall have been delivered to the Trustee in lieu of cash pursuant to paragraph D(4) or paragraph D(5) above, stating that the property to be released, or a specified portion thereof, is or immediately before such release was subject to the Prior Lien or Prior Liens described or otherwise identified in said Certificate.

If any property released from the lien of this Indenture as provided in this Section shall continue to be owned by the Company after such release, this Indenture shall not become or be, or be required to become or be, a lien on such property or any improvement, extension or addition to such property or renewals, replacements or substitutions of or for any part or parts of such property unless the Company shall execute and deliver to the Trustee a Supplemental Indenture, in recordable form, containing a grant, conveyance, transfer or mortgage thereof to the Trustee all in accordance with Section 13.5.

With respect to any property released from the lien of this Indenture as provided in this Section, the Trustee, upon Company Request, shall execute and deliver a release or other document to be recorded, registered or filed evidencing that such property is not subject to the lien of the Indenture.

Notwithstanding any other provision included in this Section 5.2, neither a Board Resolution shall be required pursuant to paragraph A above nor, unless this Indenture is qualified under the TIA, an Independent Engineer or Independent Appraiser as to the fair value of the

property to be released shall be required under paragraph C above if, taking into account the effect of the requested release, either:

(1) the Company's aggregate margins and equities (determined in accordance with Accounting Requirements) as of the end of the Company's most recent fiscal quarter exceeds 14%, but does not exceed 20%, of the Company's total long-term debt and equities (determined in accordance with Accounting Requirements) as of the end of the Company's most recent fiscal quarter, and the Officers' Certificate delivered pursuant to paragraph B above states that (i) the value of such item of property to be released does not exceed 1% of the fair value of the Trust Estate and (ii) the value of all property released under this Section 5.2 during the current calendar year under this paragraph does not exceed 3% of the fair value of the Trust Estate, or

(2) the Company's aggregate margins and equities (determined in accordance with Accounting Requirements) as of the end of the Company's most recent fiscal quarter exceeds 20% of the Company's total long-term debt and equities (determined in accordance with Accounting Requirements) as of the end of the Company's most recent fiscal quarter, and the Officers' Certificate delivered pursuant to paragraph B above states that (i) the value of such item of property to be released does not exceed 2% of the fair value of the Trust Estate and (ii) the value of all property released under this Section 5.2 during the current calendar year under this paragraph does not exceed 5% of the fair value of the Trust Estate.

### **Section 5.3 Eminent Domain.**

If any or all of the Trust Estate shall be taken by eminent domain or purchased pursuant to the right of a governmental authority to purchase or designate a purchaser for such property or to order its sale, the Trustee may release the property so taken and shall be fully protected in so doing upon being furnished with

A. an Officers' Certificate requesting such release, describing the property to be released and stating that such property has been taken by eminent domain or purchased pursuant to the right of a governmental authority to purchase or designate a purchaser for such property or to order its sale and that all conditions precedent herein provided for relating to such release have been complied with;

B. an Opinion of Counsel to the effect that an order of a court of competent jurisdiction has been issued providing for the taking of such property by exercise of the right of eminent domain or purchased pursuant to the right of a governmental authority to purchase or designate a purchaser for such property or to order its sale, that such order or such sale of such property has become final or an appeal therefrom is not being pursued by the Company and that all conditions precedent herein provided for relating to such release have been complied with; and

C. subject to the requirements of any Prior Lien on the property so taken, cash equal to such award or sale price.

#### **Section 5.4 Written Disclaimer of Trustee.**

In case the Company proposes to sell, exchange or otherwise dispose of or has sold, exchanged or otherwise disposed any property not subject to the lien hereof and the recipient thereof requests the Company to furnish a written disclaimer or quitclaim by the Trustee of any interest in such property under this Indenture, the Trustee shall execute such an instrument without substitution of other property or cash upon receipt by the Trustee of

A. a Company Request for the execution of such disclaimer or quitclaim;

B. an Officers' Certificate which shall identify the sale, exchange or other disposition or proposed sale, exchange or other disposition, describe the property sold or to be sold, exchanged or otherwise disposed of, state that such property is not subject to the lien hereof, and state that the recipient of such property has requested a written disclaimer or quitclaim by the Trustee; and

C. an Opinion of Counsel which shall also state that such property is not subject to the lien hereof and not required to be subjected thereto by any of the provisions hereof.

#### **Section 5.5 Powers Exercisable Notwithstanding Event of Default.**

While in possession of all or substantially all of the Trust Estate (other than any cash and securities constituting part of the Trust Estate and deposited with the Trustee), the Company may exercise the powers conferred upon it in this Article even though it would otherwise be prohibited from doing so while an Event of Default exists as provided therein, if the Trustee in its discretion (based upon such opinions and certifications as the Trustee deems necessary), or the Holders of not less than a majority in aggregate principal amount of the Obligations then Outstanding, by Act of such Holders, shall specifically consent to such action, in which event none of the instruments required to be furnished to the Trustee under this Article as a condition to the exercise of such powers need state that no Event of Default exists as provided therein.

#### **Section 5.6 Powers Exercisable by Trustee or Receiver.**

In case all or substantially all of the Trust Estate (other than any cash and securities constituting part of the Trust Estate and deposited with the Trustee) shall be in the possession of a trustee or receiver lawfully appointed, the powers hereinbefore in this Article conferred upon the Company with respect to the sale, exchange or other disposition and release of the Trust Estate may be exercised by such trustee or receiver (with the consent of the Trustee or Holders as specified in Section 5.5), in which case a written request signed by such receiver or trustee shall be deemed the equivalent of any Board Resolution or Company Request required by this Article and a certificate signed by such trustee or receiver shall be deemed the equivalent of any Officers' Certificate required by this Article and such certificate need not state that no Event of Default exists. If the Trustee shall be in possession of the Trust Estate under Section 8.3, such powers may be exercised by the Trustee in its discretion.



**Section 5.7 Purchaser Protected.**

No purchaser or other recipient in good faith of property purporting to be released herefrom shall be bound to ascertain the authority of the Trustee to execute the release or to inquire as to the satisfaction of any conditions herein prescribed for the exercise of such authority; nor shall any purchaser or other recipient of any property or rights permitted by this Article to be sold, exchanged or otherwise disposed of by the Company be under any obligation to ascertain or inquire into the authority of the Company to make any such sale, exchange or other disposition. Any release executed by the Trustee under this Article shall be sufficient for the purpose of this Indenture and shall constitute a good and valid release of the property therein described from the lien hereof.

**Section 5.8 Disposition of Collateral on Discharge of Prior Liens.**

Upon the cancellation and discharge of any Prior Lien, the Company will cause all cash and purchase money obligations then held by the trustee, mortgagee or other holder of such Prior Lien, which were received by such trustee, mortgagee or other holder in accordance with the provisions of this Article (including all proceeds of or substitutions for any thereof), to be paid to or deposited and pledged with the Trustee, such cash to be held and paid over or applied by the Trustee as provided in Article VI.

**Section 5.9 Disposition of Obligations Received.**

All purchase money obligations received by the Trustee under this Article shall be held by the Trustee as a part of the Trust Estate. Upon payment to the Trustee of the entire unpaid principal amount of any such obligation, the Trustee shall release and transfer such obligation and any mortgage securing the same upon Company Request. Any cash received by the Trustee in respect of the principal of any such obligations shall be held by the Trustee as Trust Moneys under Article VI subject to application as therein provided. The Trustee shall not be responsible for the collection of the principal of or interest on any such obligations. All interest and other income on any such obligations, when received by the Trustee, shall, except to any extent otherwise provided in Section 15.4, be paid from time to time to the Company upon Company Request, unless an Event of Default shall exist. If an Event of Default shall exist, any interest and other income on any such obligations not theretofore paid upon Company Request, when collected by the Trustee, shall be applied by the Trustee in accordance with Section 8.7.

**ARTICLE VI**

**APPLICATION OF TRUST MONEYS**

**Section 6.1 "Trust Moneys" Defined.**

All moneys received by the Trustee

A. upon the release of property from the lien of this Indenture, including all moneys received in respect of the principal of all purchase money obligations, or

B. as compensation for, or proceeds of sale of, any part of the Trust Estate taken by eminent domain or purchased by, or sold pursuant to an order of, a governmental authority or otherwise disposed of, or

C. as proceeds of insurance upon any part of the Trust Estate required to be paid to the Trustee under Section 13.8, or

D. as excess principal paid on Designated Qualifying Securities pursuant to Section 16.2B, or

E. for application under this Article as elsewhere herein provided, or whose disposition is not elsewhere herein otherwise specifically provided for,

(all such moneys being herein sometimes called “**Trust Moneys**”) shall be held by the Trustee, except as otherwise provided in this Article, as a part of the Trust Estate and, upon any entry upon or sale of the Trust Estate or any part thereof under Article VIII, Trust Moneys shall be applied in accordance with Section 8.7; but, prior to any such entry or sale, all or any part of the Trust Moneys may be withdrawn, and shall be paid, released or applied by the Trustee, from time to time as provided in Sections 6.2 to 6.9, inclusive, and may be applied by the Trustee as provided in Sections 9.7, 13.11 and Section 15.14.

## **Section 6.2 Withdrawal on Basis of Bondable Additions.**

Trust Moneys may be withdrawn by the Company and shall be paid by the Trustee under this Section upon Company Request, from time to time, equal to the Bondable Additions made the basis for such withdrawal pursuant to paragraph C below, upon receipt by the Trustee of the following:

A. A Board Resolution requesting the withdrawal and payment of a specified amount of Trust Moneys.

B. An Officers’ Certificate, dated not more than thirty (30) days prior to the date of the Application for the withdrawal and payment of such Trust Moneys, stating

(1) that no Event of Default exists; and

(2) that all conditions precedent herein provided for relating to such withdrawal and payment have been complied with.

C. The additional relevant documents specified in Section 4.2 (other than an Available Margins Certificate) for delivery whenever requesting the use of Bondable Additions as a basis for the withdrawal of Trust Moneys under this Section.

**Section 6.3 Withdrawal on Basis of Retirement or Defeasance of Obligations or Payments on Obligations.**

Trust Moneys may be withdrawn by the Company and shall be paid by the Trustee under this Section upon Company Request, from time to time, equal to the principal amount of Obligations or payments on Obligations made the basis for such withdrawal pursuant to paragraph C below, upon receipt by the Trustee of the following:

- A. A Board Resolution requesting the withdrawal and payment of Trust Moneys.
- B. An Officers' Certificate, dated not more than thirty (30) days prior to the date of the Application for the withdrawal and payment of such Trust Moneys, stating
  - (1) that no Event of Default exists; and
  - (2) that all conditions precedent herein provided for relating to such withdrawal and payment have been complied with.
- C. The Obligations and documents which the Company would be required to furnish to the Trustee upon an Application for the authentication and delivery of Additional Obligations under Section 4.3, but without complying with the requirements of paragraphs A, E and F thereof.
- D. An Opinion of Counsel stating that the documents and Obligations which have been or are therewith delivered to the Trustee conform to the requirements of this Indenture, and that, upon the basis of the relevant Application, all conditions precedent herein provided for or relating to withdrawal and payment of the Trust Moneys whose withdrawal and payment is then requested have been complied with.

**Section 6.4 Withdrawal on Basis of Designated Qualifying Securities.**

Trust Moneys may be withdrawn by the Company and shall be paid by the Trustee under this Section upon Company Request, from time to time, equal to the principal amount of Designated Qualifying Securities made the basis for such withdrawal pursuant to paragraph C below, upon receipt by the Trustee of the following:

- A. A Board Resolution requesting withdrawal and payment of Trust Moneys.
- B. An Officers' Certificate, dated not more than thirty (30) days prior to the date of the Application for the withdrawal and payment of such Trust Moneys, stating
  - (1) that no Event of Default exists; and
  - (2) that all conditions precedent herein provided for relating to such withdrawal and payment have been complied with.

C. The Designated Qualifying Securities, documents and opinions which the Company would be required to furnish to the Trustee upon an Application for the authentication and delivery of Additional Obligations under Section 4.4, but without complying with the requirements of paragraphs A, B and F(4) thereof (with such omissions and variations as are appropriate in view of the fact that the Designated Qualifying Securities described therein are being used as the basis for the release of Trust Moneys and except that the maturity date or dates for such Designated Qualifying Securities may be as determined by the Company).

D. An Opinion of Counsel stating that the documents and the Designated Qualifying Securities which have been or are therewith delivered to the Trustee conform to the requirements of this Indenture, and that, upon the basis of the relevant Application, all conditions precedent herein provided for or relating to the withdrawal and payment of the Trust Moneys whose withdrawal and payment is then requested have been complied with.

#### **Section 6.5 Retirement of Obligations or Payments on Obligations.**

Trust Moneys shall be applied by the Trustee from time to time to the redemption of Outstanding Secured Obligations of the several series and maturities that may be designated for the purpose by the Company, all in accordance with the provisions applicable to redemption at the option of the Company and with any premiums applicable thereto, or to the payment of the principal of any such Obligations at their Stated Maturity or to the purchase thereof upon tender or in the open market or at private sale or upon any exchange or in any one or more of said ways, or to the payment of the Obligations that may be designated by the Company, all in accordance with the rights of the Company to make such payments and with any penalties or premiums applicable thereto, as the Company shall request upon Company Request, upon receipt by the Trustee of the following:

A. A Board Resolution directing the application pursuant to this Section of Trust Moneys and, in case any such moneys are to be applied to redemption or payment, designating the Obligations so to be redeemed or paid and stating the applicable Redemption Price, if any, or authorizing such designation and statement to be made in an Officers' Certificate, and, in case such moneys are to be applied to the purchase of Obligations, prescribing the method of purchase, the price or prices to be paid and the maximum principal amount of Obligations to be purchased or authorizing the prescription of such method, price, and maximum principal amount to be made in an Officers' Certificate, and in the case such moneys are to be applied to the payment of principal on Obligations, designating the Obligations on which such payments are to be made, specifying the amount to be paid and stating the applicable penalties or premiums, if any, or authorizing such designation, specification and statement to be made in an Officers' Certificate.

B. Cash equivalent to the maximum amount of the accrued interest and the premium or penalty, if any, required to be paid in connection with any such redemption, purchase or payment, which cash shall be held by the Trustee in trust for such purpose.

C. An Officers' Certificate, dated not more than thirty (30) days prior to the date of the relevant Application, stating

- (1) that no Event of Default exists; and
- (2) that all conditions precedent herein provided for relating to such application of Trust Moneys have been complied with.

D. An Opinion of Counsel stating that the documents and the cash, if any, which have been or are therewith delivered to and deposited with the Trustee conform to the requirements of this Indenture, and that, upon the basis of such Application, all conditions precedent herein provided relating to such application of Trust Moneys under this Section have been complied with.

Upon compliance with the foregoing provisions of this Section, the Trustee shall apply Trust Moneys as requested by a Company Request, in an amount up to, but not exceeding, the principal amount of the Obligations so redeemed, paid or purchased, or the principal amount of the Obligations so paid, using the cash deposited pursuant to paragraph B above, to the extent necessary, to pay any accrued interest, penalty and premium required in connection with such redemption, purchase or payment.

A Board Resolution expressed to be irrevocable directing the application of Trust Moneys under this Section to the payment of the principal of particular Obligations shall, for all purposes of this Indenture, be deemed the equivalent of the deposit of money with the Trustee in trust for such purpose. Such Trust Moneys and any cash deposited with the Trustee pursuant to paragraph B above for the payment of accrued interest, penalty and premium shall not, after compliance with the foregoing provisions of this Section, be deemed to be a part of the Trust Estate or Trust Moneys.

#### **Section 6.6 Withdrawal of Insurance Proceeds.**

A. To the extent that any Trust Moneys consist of proceeds of insurance upon any part of the Trust Estate, they may also be withdrawn by the Company and shall be paid by the Trustee upon Company Request to reimburse the Company for the Cost to the Company to repair, rebuild or replace the property destroyed or damaged, upon receipt by the Trustee of the following:

- (1) An Officers' Certificate, dated not more than thirty (30) days prior to the date of the Application for the withdrawal and payment of such Trust Moneys and signed with respect to clauses (a) and (c) below, in addition to the two Officers signing the same, by a Person, who may be one of such Officers, signing as an Accountant, setting forth:

- (a) that expenditures have been made, or costs incurred, by the Company in a specified amount for the purpose of making certain repairs, rebuildings and replacements, which shall be briefly described, and setting

forth the amount of any such expenditures or costs for the acquisition of a major item of property, which shall be separately specified, in replacement of any destroyed or damaged property;

(b) that no part of such expenditures or costs has been or is being made the basis for the authentication and delivery of Obligations or the withdrawal of any cash or the release of any property from the lien of this Indenture or has been paid out of the proceeds of insurance upon any part of the Trust Estate not required to be paid to the Trustee under Section 13.8;

(c) that there is no outstanding indebtedness, other than costs for which payment is being requested, known to the Company, after due inquiry, for the purchase price or construction of such repairs, rebuildings or replacements, or for labor, wages, materials or supplies in connection with the making thereof, which, if unpaid, might become the basis of a vendor's, mechanics', laborers', materialmen's, statutory or other similar lien upon any of such repairs, rebuildings or replacements, which lien might, in the opinion of the signers of such Certificate, materially impair the security afforded by such repairs, rebuildings or replacements;

(d) that no Event of Default exists; and

(e) that all conditions precedent herein provided for relating to such withdrawal and payment have been complied with.

(2) An Engineer's or Appraiser's Certificate, dated not more than thirty (30) days prior to the date of the related Application, stating, in the opinion of the signer, the fair value to the Company of any major item of property specified in paragraph A(1) above; and the Engineer or Appraiser shall be an Independent Engineer or Appraiser if such property constitutes an Acquired Facility and if the fair value to the Company of such Acquired Facility is at least \$25,000 and at least 1% of the aggregate principal amount of all Obligations at the time Outstanding.

(3) An Opinion of Counsel stating

(a) that the documents which have been or are therewith delivered to the Trustee conform to the requirements of this Indenture, that, upon the basis of the related Application, all conditions precedent herein provided for relating to such withdrawal and payment of Trust Moneys then requested have been complied with; and

(b) that the Company's right, title and interest in and to the repairs, rebuildings and replacements described in the Officers' Certificate

delivered pursuant to paragraph A above are subject to the lien of this Indenture.

(4) Title Evidence indicating that the Company has acquired, or upon payment of the costs to be paid as requested will acquire, title to the repairs, rebuildings or replacements described in the Officers' Certificate delivered pursuant to paragraph A above at least equivalent to its title to the property destroyed or damaged.

Upon compliance with the foregoing provisions of this Section, the Trustee shall pay on Company Request an amount of Trust Moneys of the character aforesaid equal to the amount of the expenditures or costs stated in such Officers' Certificate; **PROVIDED, HOWEVER**, that, in the case of expenditures or costs for the acquisition of a major item of property in replacement of any destroyed or damaged property, such expenditures or costs shall not exceed the fair value to the Company of such replacement as certified pursuant to the paragraph (2) above.

B. To the extent that any Trust Moneys consist of proceeds of insurance upon, or payable in consequence of destruction of or damage to, that portion of the Trust Estate consisting of the property ("**Leased Assets**") subject to a lease (a "**Capital Asset Lease**") described in paragraph C of the definition of "Property Additions" or paragraph H of Section 5.1, they shall be paid by the Trustee upon Company Request to the lessor under a Capital Assets Lease or its designee, upon receipt by the Trustee of the following:

(1) An Officers' Certificate, dated not more than 30 days prior to the date of the Application for the withdrawal and payment of such Trust Moneys and signed also in the case of the following clauses (b), (c) and (d) by an Engineer or Appraiser, setting forth in substance as follows:

(a) an amount is, or with an election which shall be made by the Company, will be, due and payable to the lessor under the Capital Assets Lease in respect of such destruction of or damage to the Leased Assets and the amount of the request for withdrawal of Trust Moneys to which such Officers' Certificate relates does not exceed such amount;

(b) the amount of Trust Moneys to be withdrawn pursuant to such Company Request is not more than the difference of (i) the amount of proceeds of insurance received in consequence of such destruction of or damage to the Leased Assets which has theretofore been deposited with the Trustee, minus either (ii) if the Leased Assets are not to be repaired or replaced, the difference between (A) the fair value in the opinion of said Engineer or Appraiser of the Leased Assets immediately prior to the destruction or damage giving rise to the receipt of the proceeds of insurance, minus (B) the fair value in the opinion of said Engineer or Appraiser of the Leased Assets at the date of such Officers' Certificate or (iii) if the Leased Assets are to be repaired or replaced, the cost of repair or replacement as estimated by such Engineer or Appraiser;

(c) whether

(i) the aggregate of the amount of Trust Moneys to be withdrawn in accordance with such Application and the fair value of all Trust Moneys, withdrawn pursuant to this paragraph B of this Section 6.6 or securities or other property released pursuant to Section 5.2 since the commencement of the then current calendar year (as previously certified to the Trustee in connection with withdrawals or releases) is 10% or more of the aggregate principal amount of all Obligations at the time Outstanding, and whether said amount of Trust Moneys to be withdrawn is at least \$25,000 and at least 1% of the aggregate principal amount of all Obligations at the time Outstanding, or

(ii) the amount of the Trust Moneys to be withdrawn in accordance with such Application is more than \$1,000,000;

(d) that, in the opinion of the signers, the proposed withdrawal will not impair the security under this Indenture in contravention of the provisions hereof; and

(e) that no Event of Default exists.

If the facts specified in either Subclause (i) or (ii) of clause (c) above are present, such Officers' Certificate shall be accompanied by a certificate of an Independent Engineer or Independent Appraiser, dated not more than thirty (30) days prior to the date of the Application for withdrawal and payment of Trust Moneys, to the effect set forth in clauses (b) and (d) above. Upon compliance with the foregoing provisions of this Section, the Trustee shall pay on Company Request an amount of Trust Moneys of the character aforesaid equal in the amount stated in such Officers' Certificate.

#### **Section 6.7 Amounts under \$25,000.**

In case the amount of Trust Moneys at any one time received by the Trustee shall not exceed \$25,000, the same shall (unless an Event of Default exists) be paid over upon Company Request; and the Company covenants and agrees that it will, within 12 months after such Trust Moneys shall have been so paid over, deposit and file with the Trustee the documents and Obligations, if any, which by the provisions of Sections 6.2, 6.3, 6.4, 6.6 or 6.8 would have been delivered to the Trustee to entitle the Company to have the Trust Moneys paid over as in such Section provided, with such omissions and variations as are appropriate by reason of the fact that such Trust Moneys have theretofore been paid over by the Trustee without prior compliance with such Sections. In the event that the Company shall have failed to comply with the foregoing



covenant, no further payment may be made under this Section until the Company shall have deposited and filed with the Trustee the required documents and Obligations, if any.

**Section 6.8 Powers Exercisable Notwithstanding Default.**

While in possession of all or substantially all of the Trust Estate (other than any cash and securities constituting part of the Trust Estate and deposited with the Trustee), the Company may do any of the things enumerated in Sections 6.2 to 6.7, inclusive, which it is prohibited from doing while an Event of Default exists as provided therein, if the Trustee in its discretion (based upon such opinions and certifications as the Trustee deems necessary), or the Holders of not less than a majority in aggregate principal amount of the Obligations then Outstanding, by Act of such Holders, shall specifically consent to such action, in which event any Officers' Certificate filed under any of said Sections shall omit any statement to the effect that no Event of Default exists as provided thereunder.

**Section 6.9 Powers Exercisable by Trustee or Receiver.**

In case all or substantially all of the Trust Estate (other than any cash and securities constituting part of the Trust Estate and deposited with the Trustee) shall be in the possession of a receiver or trustee lawfully appointed, the powers hereinbefore in this Article conferred upon the Company with respect to the withdrawal or application of Trust Moneys may be exercised by such receiver or trustee (with the consent of the Trustee or Holders specified in Section 6.8), in which case a written request signed by such receiver or trustees shall be deemed the equivalent of any Board Resolution or Company Request required by this Article and a certificate signed by such receiver or trustee shall be deemed the equivalent of any Officers' Certificate required by this Article and such certification need not state that no Event of Default exists. If the Trustee shall be in possession of the Trust Estate under Section 8.3, such powers may be exercised by the Trustee in its discretion.

**Section 6.10 Disposition of Obligations Retired.**

All Obligations received by the Trustee and on the basis of which Trust Moneys are paid over or for whose payment, redemption or purchase Trust Moneys are applied under this Article, if not previously canceled, shall be promptly canceled by the Trustee and thereafter the Trustee shall retain or destroy such Obligations and deliver a certificate of destruction to the Company.

**ARTICLE VII**

**DEFEASANCE**

**Section 7.1 Termination of Company's Obligations.**

A. The Company may terminate its obligations under the Obligations and this Indenture if all Obligations previously authenticated and delivered (other than destroyed, lost or stolen Obligations which have been replaced or paid or Obligations for whose payment money or

securities has theretofore been held in trust and thereafter repaid to the Company, as provided in Section 7.3) have been delivered to the Trustee for cancellation and the Company has paid all sums payable by it hereunder; or

B. Except as otherwise provided in this Section, the Company may terminate its obligations under all Obligations constituting a series, or a maturity within a series, and all of its obligations under this Indenture to or for the benefit of the Holders of such Obligations, if:

(1) the Company has (i) in case any of such Obligations are to be redeemed on any date prior to their Stated Maturity, given to the Trustee irrevocable instructions to give as provided in Article XIV notice of redemption of such Obligations (other than Obligations which have been purchased by the Trustee at the direction of the Company as hereinafter provided prior to the giving of such notice of redemption), and (ii) irrevocably deposited or caused to be deposited with the Trustee or Paying Agent (if other than the Company), under the terms of an irrevocable trust agreement in form and substance satisfactory to the Trustee and any such Paying Agent, as trust funds in trust for the benefit of the Holders of such Obligations for that purpose, money or Defeasance Securities maturing as to principal and interest in such amounts and at such times as are sufficient (in the opinion of a nationally recognized firm of Independent public accountants expressed in a certificate signed by such firm and delivered to the Trustee), without consideration of any reinvestment of such interest, to pay principal or Redemption Price (if applicable) of, and interest due or to become due on such Obligations (other than destroyed, lost or stolen Obligations which have been replaced or paid or Obligations for whose payment money or securities has theretofore been held in trust and thereafter repaid to the Company as provided in the second sentence of Section 7.3) on or prior to the Redemption Date or Stated Maturity thereof, as the case may be, in accordance with the terms of this Indenture and such Obligations; **PROVIDED** that the Trustee or Paying Agent shall have been irrevocably instructed to apply such money or the proceeds of such Defeasance Securities to the payment of said principal, Redemption Price and interest with respect to such Obligations;

(2) no Event of Default shall exist on the date of such deposit or shall occur as a result of such deposit;

(3) the Company has paid or caused to be paid all sums then due from the Company hereunder and under such Obligations; and

(4) the Company has delivered to the Trustee and any Paying Agent an Officers' Certificate, each stating that the conditions set forth in clauses (1) through (3) above have been complied with.

After any such irrevocable deposit, the Trustee upon Company Request shall acknowledge in writing the discharge of the Company's obligations under such Obligations and of the Company's obligations to or for the benefit of the Holders of such Obligations or under this Indenture, except for those surviving obligations specified below.

C. Notwithstanding the satisfaction of the conditions set forth in paragraph B with respect to all Obligations constituting a series, or a maturity within a series, the Company's obligations to or for the Holders of such Obligations or to the Trustee under Sections 3.7, 3.8, 7.2, 7.3, 7.4, 9.7, 9.10, 10.2, 13.1, 13.2, 13.3 and 15.14 shall survive until such Obligations are no longer Outstanding. Thereafter, only the Company's obligations under Sections 7.3, 7.4, 9.7 and 15.14 shall survive with respect to such Holders or the Trustee.

D. The Trustee shall, if so directed by the Company (i) prior to the Stated Maturity of Obligations in respect of which a deposit has been made under paragraph B(l) above which are not to be redeemed prior to their Stated Maturity or (ii) prior to the giving of the notice of redemption referred to in paragraph B(l) above with respect to any Obligations in respect of which a deposit has been made under paragraph B(l) which are to be redeemed on a date prior to their Stated Maturity, apply moneys deposited with the Trustee in respect of such Obligations and redeem or sell Defeasance Securities so deposited with the Trustee and apply the proceeds thereof to the purchase of such Obligations and the Trustee shall immediately thereafter cancel all such Obligations so purchased; **PROVIDED, HOWEVER**, that the moneys and Defeasance Securities remaining on deposit with the Trustee after the purchase and cancellation of such Obligations shall be sufficient to pay when due the principal or Redemption Price (if applicable) of, and interest due or to become due on, all Obligations in respect of which such moneys and Defeasance Securities are being held by the Trustee on or prior to the Redemption Date or Stated Maturity thereof, as the case may be. In the event that on any date as a result of any purchases and cancellations of Obligations as provided in this paragraph the total amount of moneys and Defeasance Securities remaining on deposit with the Trustee under this Section is in excess of the total amount that would have been required to be deposited with the Trustee on such date under paragraph B(l) in respect of the remaining Obligations for which such moneys and Defeasance Securities are being held, the Trustee shall, if requested by the Company and upon receipt by the Trustee of a certificate of an Independent Accountant setting forth the calculation of such excess, pay the amount of such excess to the Company free and clear of any trust, lien, security interest, pledge or assignment securing such Obligations or otherwise existing under this Indenture.

E. If the requirements of this Section have been satisfied with respect to all Obligations theretofore Outstanding, then, upon Company Request, the lien, rights and interest created hereby shall be canceled and surrendered (except as otherwise provided below) and the Trustee and each co-trustee and separate trustee, if any, then acting as such hereunder shall, at the expense of the Company, execute and deliver a termination statement and such instruments of satisfaction and discharge as may be necessary and pay, sign, transfer and deliver to the Company or upon Company Order all cash, securities and other personal property then held by it hereunder as part of the Trust Estate.

## **Section 7.2 Application of Deposited Money and Money From Defeasance Securities.**

Money or Defeasance Securities deposited with the Trustee or the Paying Agent pursuant to Section 7.1 shall not be part of the Trust Estate and shall not be deemed to be Trust Moneys

but shall constitute a separate trust fund for the benefit of persons entitled thereto. Subject to the provisions of Section 13.3, the Trustee or Paying Agent shall hold in trust money or Defeasance Securities deposited with it pursuant to Section 7.1, and shall apply the deposited money and the money from Defeasance Securities to the payment of the principal or Redemption Price (if applicable) of, and interest on, the Obligations in respect of which such money and Defeasance Securities are deposited. If money deposited with the Trustee under this Article VII, or money received from principal or interest payments on Defeasance Securities deposited with the Trustee under this Article VII, will be required at a later date for payment of the principal or Redemption Price (if applicable) of, and interest on, the Obligations in respect of which such money and Defeasance Securities are deposited, such money shall, at the written investment direction of the Company, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts that, together with other moneys so deposited or to be generated by other Defeasance Securities, will be sufficient to pay when due the principal or Redemption Price (if applicable) of, and interest to become due on, such Obligations, and the interest earned from such reinvestments shall be paid over to the Company, as received by the Trustee, free and clear of any trust, lien, security interest, pledge or assignment securing said Obligations or otherwise existing under this Indenture.

### **Section 7.3 Repayment to Company.**

Subject to Section 7.1, to the extent any Defeasance Securities deposited with the Trustee under this Article, or cash received from principal or interest payments on such Defeasance Securities, will not be required (in the opinion of a nationally recognized firm of Independent public accountants expressed in a certificate signed by such firm and delivered to the Trustee and the Paying Agent) for the payment of the principal or Redemption Price (if applicable) of, and interest on, the Obligations in respect of which such money and Defeasance Securities are deposited, the Trustee and the Paying Agent shall promptly pay and deliver to the Company upon Company Request any such Defeasance Securities and cash, and thereupon the Trustee shall be relieved from any liability with respect thereto. Without limiting the foregoing, subject to the unclaimed property laws of the Commonwealth of Kentucky, the Trustee and the Paying Agent shall pay to the Company upon Company Request any money held by them for the payment of principal, Redemption Price or interest that remains unclaimed for two years after the date such payment was due; **PROVIDED** that the Trustee or such Paying Agent before being required to make any such payment to the Company shall at the expense of the Company cause to be mailed by first-class mail, postage prepaid to each Holder entitled to such money, notice that such money remains unclaimed and that after a date specified therein (which shall be at least thirty (30) days from the date of mailing) any unclaimed balance of such money then remaining will be repaid to the Company. After payment to the Company, Holders entitled to such money must look to the Company for payment as unsecured general creditors unless an applicable law designates another person, and all liability of the Trustee and such Paying Agent with respect to such money shall cease.

#### **Section 7.4 Reinstatement.**

If the Trustee or Paying Agent is unable to apply any money or Defeasance Securities in accordance with Section 7.1 and the second sentence of Section 7.2 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, (i) the Company's obligations under this Indenture to or for the benefit of the Holders of Obligations for whose benefit such money or Defeasance Securities were deposited (other than obligations arising under any provisions creating the lien hereof) and under such Obligations shall be revived and reinstated as though no deposit had occurred pursuant to Section 7.1 until such time as the Trustee or Paying Agent is permitted to apply all such money and Defeasance Securities in accordance with Section 7.1, and (ii) the lien of this Indenture shall be reinstated for the benefit of such Holders (and, if the lien of this Indenture shall previously have been fully released, then to the extent possible, the Company shall take all actions required to subject assets of the Company to a lien substantially similar, in amount and otherwise, to the Trust Estate subject to the lien of this Indenture as in effect on the date of the termination of the Company's obligations hereunder pursuant to Section 7.1, which lien shall be effective until such time as the Trustee or Paying Agent is permitted to apply all such money and Defeasance Securities in accordance with Section 7.1); **PROVIDED, HOWEVER**, that if the Company has made any payment of interest on or principal of any Obligations because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Obligations to receive such payment from the money or Defeasance Securities held therefor by the Trustee or Paying Agent.

### **ARTICLE VIII**

#### **EVENTS OF DEFAULT AND REMEDIES**

##### **Section 8.1 Events of Default.**

**"Event of Default"** means, wherever used herein, any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

A. default in the payment of any interest upon any Obligation when such interest becomes due and payable, and continuance of such default for forty-five (45) days or such other period provided for in such Obligation or in the Supplemental Indenture under which such Obligation is issued; **PROVIDED, HOWEVER**, that no payment by RUS pursuant to any guarantee by the United States of America, acting through the Administrator of RUS, or pursuant to any RUS insuring of, or, unless otherwise provided in the Obligation, by any other guarantor or insurer of, any Obligation shall be considered a payment under this paragraph for purposes of determining the existence of such a failure to pay; or

B. default in the payment of the principal of (or premium, if any, on) any Obligation at its Maturity and, if so provided for in such Obligation or the Supplemental Indenture under

which such Obligation is issued, the continuance of such default for the period so provided; **PROVIDED, HOWEVER**, that no payment by RUS pursuant to any guarantee by the United States of America, acting through the Administrator of RUS, or pursuant to any RUS insuring of, or, unless otherwise provided in the Obligation, by any other guarantor or insurer of, any Obligation shall be considered a payment under this paragraph for purposes of determining the existence of such a failure to pay; or

C. default in the performance, or breach, of any covenant or warranty of the Company in this Indenture (other than a covenant or warranty a default in the performance or breach of which is dealt with in paragraph A or B of this Section), and continuance of such default or breach for a period of forty-five (45) days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 10% in principal amount of the Obligations Outstanding, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “Notice of Default” hereunder; or

D. a failure to pay any portion of the principal when due and payable (other than amounts due and payable on acceleration) under any bond, debenture, note or other evidence of indebtedness for money borrowed by the Company, other than any indebtedness evidenced or secured by an Obligation, whether such indebtedness now exists or shall hereafter be created, which failure shall have resulted in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable in an aggregate principal amount exceeding \$10,000,000, without such indebtedness having been discharged or such acceleration having been rescinded or annulled within a period of ten (10) days after such acceleration; or

E. the rendering against the Company of a judgment for the payment of moneys in excess of the sum of \$10,000,000 and the continuance of such judgment unsatisfied and without stay of execution thereon for a period of forty-five (45) days after the entry of such judgment, or the continuance of such judgment unsatisfied for a period of forty-five (45) days after the termination of any stay of execution thereon entered within such first mentioned forty-five (45) days; but only in either case if such judgment shall have been continued unstayed or unsatisfied for a period of ten (10) days after written notice requiring such situation to be remedied and stating it is a “Notice of Default” hereunder shall have been given to the Company by the Trustee, or to the Company and the Trustee by the Holders of not less than 10% in principal amount of the Obligations Outstanding; or

F. the entry by a court having jurisdiction in the premises of (i) a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Federal or state bankruptcy, insolvency, reorganization or other similar law or (ii) a decree or order adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable Federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part

of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order for relief of any such other decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

G. the commencement by the Company of a voluntary case or proceeding under any applicable Federal or state bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it to the entry of a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable Federal or state law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of the Company or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Company in furtherance of any such action.

## **Section 8.2 Acceleration of Maturity; Rescission and Annulment.**

If an Event of Default exists, then and in every such case the Trustee or the Holders of not less than 25% in principal amount of the Obligations Outstanding may declare the principal (or, in the case of Obligations of any series constituting Original Issue Discount Obligations, such portion of the principal amount of such Original Issue Discount Obligations as may be specified in the terms of such series) of all the Obligations to be due and payable immediately, by a notice in writing to the Company (and to the Trustee, if given by Holders), and upon any such declaration such principal shall become immediately due and payable.

At any time after such a declaration of acceleration has been made, but before any sale of any of the Trust Estate has been made under this Article or any judgment or decree for payment of money due on any Obligations has been obtained by the Trustee as hereinafter in this Article provided, the Holders of a majority in principal amount of the Obligations Outstanding (unless such declaration has been made under Section 8.23 only with respect to a particular series of Outstanding Obligations, in which event only a majority in principal amount of the Obligations of such series) may, by written notice to the Company and the Trustee, rescind and annul such declaration and its consequences if

- A. the Company has paid or deposited with the Trustee a sum sufficient to pay
  - (1) all overdue installments of interest on all Obligations,
  - (2) the principal of (and premium, if any, on) any Obligations which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Obligations,

(3) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in such Obligations, and

(4) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

B. all Events of Default, other than the non-payment of the principal of Obligations which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in Section 8.17.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

### **Section 8.3 Entry.**

The Company agrees that upon the occurrence of an Event of Default the Company, upon demand of the Trustee during the continuance thereof, shall forthwith surrender to the Trustee the actual possession of, and it shall be lawful for the Trustee by such officers or agents as it may appoint to enter and take possession of, the Trust Estate (and the books, papers and accounts of the Company), and to hold, operate, manage and control the Trust Estate (including the making of all needful repairs, and such alterations, additions and improvements which the Trustee shall determine in its discretion to make) and to receive the rents, issues, tolls, profits, revenues and other income thereof, and, after deducting the costs and expenses of entering, taking possession, holding, operating and managing the Trust Estate, as well as payments for taxes, insurance and other proper charges upon the Trust Estate and reasonable compensation to itself, its agents and counsel, to apply the same as provided in Section 8.7. Whenever all that is then due upon the Obligations and under any of the terms of this Indenture shall have been paid and all defaults hereunder shall have been made good, the Trustee shall surrender possession of such property to the Company.

### **Section 8.4 Power of Sale; Suits for Enforcement**

In case an Event of Default shall exist, the Trustee, with or without entry, in its discretion may, subject to the provisions of Section 8.16:

A. to the extent permitted by, and subject to any mandatory requirements of, applicable law, sell the Trust Estate as an entirety, or in such parcels as the Holders of a majority in principal amount of the Obligations then Outstanding shall in writing request, or in the absence of such request, as the Trustee may determine, to the highest bidder at public auction or private sale and upon such terms as the Trustee may (subject to applicable law) fix; or

B. proceed to protect and enforce its rights and the rights of the Holders under this Indenture by sale pursuant to judicial proceedings or by a suit, action or proceeding in equity or at law or otherwise, whether for the specific performance of any covenant or agreement



contained in this Indenture or in aid of the execution of any power granted in this Indenture or for the foreclosure of this Indenture or for the enforcement of any other legal, equitable or other remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of the rights of the Trustee or the Holders.

#### **Section 8.5 Incidents of Sale.**

Upon any sale of any of the Trust Estate following an Event of Default, whether made under the power of sale hereby given or pursuant to judicial proceedings, to the extent permitted by law:

A. the principal of and accrued interest on all Outstanding Secured Obligations, if not previously due, shall at once become and be immediately due and payable;

B. any Holder or Holders or the Trustee may bid for and purchase the property offered for sale, and upon compliance with the terms of sale may hold, retain and possess and dispose of such property, without further accountability, and may, in paying the purchase price therefor, deliver any Outstanding Secured Obligations or claims for interest thereon in lieu of cash in the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, and (unless such sale is effected under power of sale) such Obligations, in case the amounts so payable thereon shall be less than the amount due thereon, shall be returned to the Holders thereof after being appropriately stamped to show partial payment;

C. the Trustee may make and deliver to the purchaser or purchasers a good and sufficient deed, bill of sale and instrument of assignment and transfer of the property sold;

D. the Trustee is hereby irrevocably appointed the true and lawful attorney of the Company, in its name and stead, to make all necessary deeds, bills of sale and instruments of assignment and transfer of the property thus sold; and for that purpose it may execute all necessary deeds, bills of sale and instruments of assignment and transfer, and may substitute one or more persons, firms or corporations with like power, the Company hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof; but if so requested by the Trustee or by any purchaser, the Company shall ratify and confirm any such sale or transfer by executing and delivering to the Trustee or to such purchaser or purchasers all proper deeds, bills of sale, instruments of assignment and transfer and releases as may be designated in any such request;

E. all right, title, interest, claim and demand whatsoever, either at law or in equity or otherwise, of the Company of, in and to the property so sold shall be divested and such sale shall be a perpetual bar both at law and in equity against the Company, its successors and assigns, and against any and all persons claiming or who may claim the property sold or any part thereof from, through or under the Company, its successors and assigns; and

F. the receipt of the Trustee or of the officer making such sale shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money and such

purchaser or purchasers and his or their assigns or personal representatives shall not, after paying such purchase money and receiving such receipt, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or non-application thereof.

Upon a sale of substantially all the Trust Estate, whether made under the power of sale hereby given or pursuant to judicial proceedings, the Company will permit, to the extent permitted by law, the purchaser thereof and its successors and its and their assigns to take and use the name of the Company and to carry on business under such name or any variant or variants thereof and to use and employ any and all other trade names, brands and trade marks of the Company; and in such event, upon written request of such purchaser or its successors, or its or their assigns, the Company will, at the expense of the purchaser, change its name in such manner as to eliminate any similarity.

**Section 8.6 Covenant to Pay Trustee Amounts Due on Obligations and Right of Trustee to Judgment.**

The Company covenants that, if

A. default is made in the payment of any interest on any Obligation when such interest becomes due and payable, and such default continues for the period prescribed in paragraph A of Section 8.1, or

B. default is made in the payment of the principal of (or premium, if any, on) any Obligation at its Maturity, and, if applicable, such default continues for the period prescribed in paragraph B of Section 8.1,

then upon demand of the Trustee, the Company will pay to the Trustee, for the benefit of the Holders of such Obligations, the whole amount then due and payable on such Obligations for principal (and premium, if any) and interest, with interest at the respective rate or rates prescribed therefor in the Obligations on overdue principal (and premium, if any) and, to the extent that payment of such interest is legally enforceable, on overdue installments of interest; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel. If the Company fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled to sue for and recover judgment against the Company and any other obligor on the Obligations for the whole amount so due and unpaid.

The Trustee shall be entitled to sue and recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the lien of this Indenture, and in case of a sale of the Trust Estate and the application of the proceeds of sale as aforesaid, the Trustee, in its own name and as trustee of an express trust, shall be entitled to enforce payment of, and to receive, all amounts then remaining due and unpaid upon the Outstanding Secured Obligations, for the benefit of the Holders thereof, and shall be entitled to recover judgment for

any portion of the same remaining unpaid, with interest as aforesaid. No recovery of any such judgment upon any property of the Company shall affect or impair the lien of this Indenture upon the Trust Estate or any rights, powers or remedies of the Trustee hereunder, or any rights, powers or remedies of the Holders of the Obligations.

#### **Section 8.7 Application of Money Collected.**

Any money collected by the Trustee pursuant to this Article, including any rents, issues, tolls, profits, revenues and other income collected pursuant to Section 8.3 (after the deductions therein provided) and any proceeds of any sale (after deducting the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents and counsel, and any taxes, assessments or liens prior to the lien of this Indenture, except any thereof subject to which such sale shall have been made), whether made under any power of sale herein granted or pursuant to judicial proceedings, and any money collected by the Trustee under Sections 5.9 and 15.5 to be applied under this Section, together with, in the case of an entry or sale or as otherwise provided herein, any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Obligations and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

A. **First:** To the payment of all undeducted amounts due the Trustee under Sections 9.7 and 15.14;

B. **Second:** To the payment of the interest and principal or Redemption Price then due on the Obligations, as follows:

(1) unless the principal of all of the Obligations shall have become due and payable,

**First: Interest** - To the payment to the persons entitled thereto of all installments of interest then due (and, to the extent that payment of such interest is legally enforceable, interest on overdue installments of interest) on Outstanding Secured Obligations in the order of the maturity of such installments, together with accrued and unpaid interest on the Obligations theretofore called for redemption or prepayment, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

**Second: Principal or Redemption Price** - To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Outstanding Secured Obligations which shall have become due, whether at Maturity or by call for redemption, and, if the amount available shall not

be sufficient to pay in full all the Obligations which shall have become due, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due, to the persons entitled thereto, without any discrimination or preference.

(2) if the principal of all of the Obligations shall have become due and payable, to the payment of the principal or Redemption Price and interest then due and unpaid upon the Outstanding Secured Obligations without preference or priority of principal or Redemption Price over interest or of interest over principal or Redemption Price, or of any installment of interest over any other installment of interest, or of any Obligation over any other Obligation, ratably, according to the amounts due respectively for principal or Redemption Price and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Obligations;

C. **Third:** To the payment to the persons entitled thereto of all other amounts due and unpaid on and under the Outstanding Secured Obligations including, but not limited to, penalties, costs and expenses payable to the Holders ratably, according to such amounts due, to the persons entitled thereto, without any discrimination or preference;

D. **Fourth:** To the payment of any amounts due under Obligations to maintain the value of reserve funds established and maintained in connection with debt securities (i) secured by a pledge of certain Obligations, (ii) issued on behalf of the Company and (iii) with respect to which an opinion was delivered on the date of the issuance of such securities to the effect that the interest on such securities is excluded from the gross income of the holder of such securities pursuant to the Internal Revenue Code, as amended; and

E. **Fifth:** To the payment of the remainder, if any, to the Company or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

#### **Section 8.8 Receiver.**

Upon the occurrence of an Event of Default and commencement of judicial proceedings by the Trustee to enforce any right under this Indenture, the Trustee shall be entitled, as against the Company, without notice or demand and without regard to the adequacy of the security for the Obligations or the solvency of the Company, to the appointment of a receiver of the Trust Estate, and of the rents, issues, profits, revenues and other income thereof, but, notwithstanding the appointment of any receiver, the Trustee shall be entitled to retain possession and control of, and to collect and receive the income from, cash, securities and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder.

#### **Section 8.9 Trustee May File Proofs of Claim.**

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the

Company or any other obligor upon the Obligations or the property of the Company or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Obligations shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand on the Company for the payment of overdue principal, premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

A. to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Outstanding Secured Obligations and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders allowed in such judicial proceeding, and

B. to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Sections 9.7 and 15.14.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

#### **Section 8.10 Trustee May Enforce Claims Without Possession of Obligations.**

All rights of action and claims under this Indenture or the Obligations may be prosecuted and enforced by the Trustee without the possession of any of the Obligations or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Obligations in respect of which such judgment has been recovered.

#### **Section 8.11 Limitation on Suits.**

No Holder of any Obligation shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy hereunder, unless

A. such Holder has previously given written notice to the Trustee of a continuing Event of Default;

B. the Holders of not less than 25% in principal amount of the Outstanding Obligations shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

C. such Holder or Holders (other than the United States of America or its agencies or instrumentalities) have offered to the Trustee indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request;

D. the Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity, if any is required pursuant to paragraph C, has failed to institute any such proceeding; and

E. no direction inconsistent with such written request has been given to the Trustee during such sixty (60) day period by the Holders of a majority in principal amount of the Outstanding Obligations;

it being understood and intended that no one or more Holders of Obligations shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other Holders of Obligations, or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Secured Obligations.

#### **Section 8.12 Unconditional Right of Holders to Receive Principal, Premium and Interest.**

Notwithstanding any other provision in this Indenture, the Holder of any Obligation shall have the absolute and unconditional right to receive payment of the principal of (and premium, if any) and interest on such Obligation on the respective Stated Maturities expressed in such Obligation (or, in the case of redemption, on the Redemption Date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

#### **Section 8.13 Restoration of Positions.**

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture by foreclosure, entry or otherwise and such proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Trustee or to such Holder, then and in every such case the Company, the Trustee and the Holders shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

**Section 8.14 Rights and Remedies Cumulative.**

Except as otherwise provided in Sections 3.8, 7.3 and 13.3 with respect to the replacement or payment of mutilated, destroyed, lost or stolen Obligations or the payment of certain moneys, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

**Section 8.15 Delay or Omission Not Waiver.**

No delay or omission of the Trustee or of any Holder of any Obligation to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

**Section 8.16 Control by Holders.**

The Holders of a majority in principal amount of the Outstanding Obligations shall have the right, during the continuance of an Event of Default,

A. to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Obligations and the foreclosure of this Indenture, the sale of the Trust Estate or otherwise or, at the election of the Trustee, by the exercise of the power of entry and/or sale hereby conferred; and

B. to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee hereunder, **PROVIDED** that

(1) such direction shall not be in conflict with any rule of law or this Indenture,

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Holders not taking part in such direction.

**Section 8.17 Waiver of Past Defaults.**

Before any sale of any of the Trust Estate has been made under this Article or any judgment or decree for payment of money due has been obtained by the Trustee as provided in this Article, the Holders of not less than a majority in principal amount of the Outstanding Obligations may, by Act of such Holders delivered to the Trustee and the Company, on behalf of the Holders of all the Obligations waive any past default hereunder and its consequences, except a default

A. in the payment of the principal of (or premium, if any) or interest on any Obligation, or

B. in respect of a covenant or provision hereof which under Article XII cannot be modified or amended without the consent of the Holder of each Outstanding Obligation affected.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

**Section 8.18 Undertaking for Costs.**

All parties to this Indenture agree, and each Holder of any Obligation by acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party in such suit, having due regard to the merits and good faith of the claims or defenses made by such party; but the provisions of this Section shall not apply to any suit instituted by the Trustee, by the United States of America (or its agencies or instrumentalities) or by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the Outstanding Obligations, or to any suit instituted by any Holder for the enforcement of the payment of the principal of (or premium, if any) or interest on any Obligation on or after the respective Stated Maturities expressed in such Obligation (or, in the case of redemption, on or after the Redemption Date).

**Section 8.19 Waiver of Appraisal and Other Laws.**

To the full extent that it may lawfully so agree, the Company will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture or the absolute sale of the Trust Estate, or any part thereof, or the possession thereof by any purchaser at any sale under this Article; and the Company, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Company, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property in the Trust Estate



marshaled upon any foreclosure hereof, and agrees that any court having jurisdiction to foreclose this Indenture may order the sale of the Trust Estate as an entirety.

If any law in this Section referred to and now in force, of which the Company or its successor or successors might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section.

**Section 8.20 Suits to Protect the Trust Estate.**

The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture and to protect its interests and the interests of the Holders in the Trust Estate and in the rents, issues, profits, revenues, proceeds, products and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Holders or the Trustee.

**Section 8.21 Remedies Subject to Applicable Law.**

All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Indenture invalid, unenforceable or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

**Section 8.22 Principal Amount of Original Issue Discount Obligation.**

The principal amount of an Original Issue Discount Obligation shall, for purposes of voting, directing the time, place or manner or exercising any remedy, applying moneys, authenticating and delivering Additional Obligations, release of any part of the Trust Estate and for all other purposes hereunder, be determined in the manner specified in the Supplemental Indenture establishing the series to which such Original Issue Discount Obligation belongs.

**Section 8.23 Default Not Affecting All Series of Obligations.**

In case an Event of Default affecting the rights of the Holders of Obligations of any one or more series which does not similarly affect the rights of Holders of all other series of Obligations at the time Outstanding (including, without limitation, an Event of Default specified in a Supplemental Indenture creating a series of Obligations) shall have occurred and be continuing, then whatever action (including, without limitation, the acceleration of Obligations under Section 8.2, the giving of any request or direction to the Trustee under Section 8.11 or 8.16

or the waiver of any default under Section 8.17) may or shall be taken under this Article upon the occurrence of such Event of Default by or upon the request of the Holders of a specified percentage in principal amount of the Obligations then Outstanding, may or shall be taken in respect of the Obligations then Outstanding of the series as to which such Event of Default shall have been made, by or upon the request of the Holders of the same percentage in principal amount of such series then Outstanding.

#### **Section 8.24 Defaults Under Qualifying Securities Indentures.**

In addition to every other right and remedy provided herein, the Trustee may exercise any right or remedy available to the Trustee in its capacity as owner and holder of Qualifying Securities which arises as a result of a default or a matured event of default under any Qualifying Securities Indenture, whether or not an Event of Default shall then have occurred and be continuing.

### **ARTICLE IX**

#### **THE TRUSTEE**

#### **Section 9.1 Certain Duties and Responsibilities.**

A. Except during the continuance of an Event of Default,

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

B. In case an Event of Default exists, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

C. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(1) this paragraph shall not be construed to limit the effect of paragraph A above;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in principal amount of the Outstanding Obligations relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

D. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

## **Section 9.2 Notice of Defaults.**

Within ninety (90) days after the occurrence of any default hereunder, the Trustee shall transmit by mail to all Holders entitled to receive reports pursuant to Section 10.3C, if operative, and if Section 10.3C is not operative, to all Holders of Obligations as their names and addresses appear in the Obligation Register, notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived; **PROVIDED, HOWEVER**, that, except in the case of a default in the payment, repayment or prepayment of the principal of (or premium, if any) or interest on any Obligation or in the payment of any sinking or purchase fund installment, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors and/or Responsible Officers of the Trustee in good faith determine that the withholding of such notice is in the interests of the Holders; and **PROVIDED FURTHER** that, in the case of any default of the character specified in Section 8.1C or 8.1D, no such notice to Holders shall be given until at least sixty (60) days after the occurrence thereof. For the purpose of this Section, the term “**default**” means any event which is, or after notice or lapse of time or both would become, an Event of Default.

### **Section 9.3 Certain Rights of Trustee.**

Except as otherwise provided in Section 9.1:

A. the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

B. any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution;

C. whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officers' Certificate;

D. the Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon;

E. the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders (other than the United States of America or its agencies or instrumentalities) shall have offered to the Trustee security or indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

F. the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, or, except as specifically provided herein, compliance by the Company with its agreements or covenants in this Indenture, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney;

G. the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

H. the Trustee shall not be personally liable, in case of entry by it upon the Trust Estate, for debts contracted or liabilities or damages incurred in the management or operation of the Trust Estate;

I. the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder unless the Trustee shall be specifically notified in writing of such default by the Company or by the Holder of any Obligation as to the Events of Default described in paragraph A or B of Section 8.1, or by the Holders of not less than ten percent (10%) of the Holders of Obligations as to any other Event of Default; and

J. the Trustee shall not be required to give any bond or surety in respect of the execution of the trusts set forth in this Indenture or otherwise in respect hereof or of the Trust Estate.

**Section 9.4 Not Responsible for Recitals or Issuance of Obligations or Application of Proceeds.**

The recitals contained herein and in the Obligations, except the Trustee's certificate of authentication on the Obligations, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title of the Company thereto or as to the security afforded thereby or hereby, or as to the validity or genuineness of any securities at any time pledged and deposited with the Trustee hereunder, or as to the validity or sufficiency of this Indenture or of the Obligations. The Trustee shall not be accountable for the use or application by the Company of Obligations or the proceeds thereof or of any money paid to the Company or upon Company Order under any provision hereof.

**Section 9.5 May Hold Obligations.**

The Trustee, any Paying Agent, Obligation Registrar, Authenticating Agent or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Obligations and, subject to Sections 9.8 and 9.13, if operative, may otherwise deal with the Company with the same rights it would have if it were not Trustee, Paying Agent, Obligation Registrar, Authenticating Agent or such other agent.

**Section 9.6 Money Held in Trust.**

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the Company.

## **Section 9.7 Compensation and Reimbursement.**

The Company agrees

A. to pay to the Trustee from time to time such compensation as may be specifically agreed upon with the Trustee and, absent specific agreement, reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

B. except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee's negligence or bad faith; and

C. to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

To the extent permitted by applicable law, all such payments and reimbursements shall be made with interest at the rate of 10% per annum.

As security for the performance of the obligations of the Company under this Section, the Trustee shall be secured under this Indenture by a lien prior to the Obligations, and for the payment of such compensation, expenses, reimbursements and indemnity the Trustee shall have the right to use and apply any Trust Moneys held by it under Article VI.

The Trustee's rights under this Section 9.7 shall survive its resignation or removal and the termination of this Indenture.

## **Section 9.8 Disqualification; Conflicting Interests.**

A. If the Trustee has or shall acquire any conflicting interest, as defined in this Section (certain terms being defined and percentages calculated as hereinafter stated in this Section), if the default to which such conflicting interest relates has not been cured or duly waived or otherwise eliminated within the ninety (90) day period immediately following the date on which the Trustee ascertains that it has such conflicting interest, it shall, within such ninety (90) day period, either eliminate such conflicting interest or resign in the manner and with the effect hereinafter specified in this Article.

B. In the event that the Trustee shall fail to comply with the provisions of paragraph A above the Trustee shall, within ten (10) days after the expiration of such ninety (90) day

period, transmit notice of such failure to the Holders in the manner and to the extent provided in Section 10.3C.

C. For the purposes of this Section, the Trustee shall be deemed to have a conflicting interest if there is an Event of Default and

(1) the Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company are outstanding, or is trustee for more than one outstanding series of securities, as hereafter defined, under a single indenture of the Company, unless such other indenture is a collateral trust indenture under which the only collateral consists of Obligations issued under or secured by this Indenture, **PROVIDED** that there shall be excluded from the operation of this clause other series under this Indenture and any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the Company shall have sustained the burden of proving, on application to the Commission and after opportunity for hearing thereon, that trusteeship under this Indenture and such other indenture or indentures or under more than one outstanding series under a single indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify the Trustee from acting as such under one of such indentures or with respect to such series; or

(2) the Trustee or any of its directors or executive officers is an underwriter for the Company; or

(3) the Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company; or

(4) the Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee or representative of the Company, or of an underwriter (other than the Trustee itself) for the Company who is currently engaged in the business of underwriting, except that (i) one individual may be a director or an executive officer, or both, of the Trustee and a director or an executive officer, or both, of the Company but may not be at the same time an executive officer of both the Trustee and the Company; (ii) if and so long as the number of directors of the Trustee in office is more than nine, one additional individual may be a director or an executive officer, or both, of the Trustee and a director of the Company; and (iii) the Trustee may be designated by the Company or by any underwriter for the Company to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent, or depository, or in any other similar capacity, or, subject to the provisions of clause (1) above, to act as trustee, whether under an indenture or otherwise; or

(5) 10% or more of the voting securities of the Trustee is beneficially owned either by the Company or by any director, partner, or executive officer thereof, or 20% or

more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or 10% or more of the voting securities of the Trustee is beneficially owned either by an underwriter for the Company or by any director, partner or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons; or

(6) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default (as hereinafter in this paragraph defined), (i) 5% or more of the voting securities, or 10% or more of any other class of security, of the Company not including the obligations issued under or secured by this Indenture and securities issued under any other indenture under which the Trustee is also trustee, or (ii) 10% or more of any class of security of an underwriter for the Company; or

(7) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default (as hereinafter in this paragraph defined), 5% or more of the voting securities of any person who, to the knowledge of the Trustee, owns 10% or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, the Company; or

(8) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default (as hereinafter in this paragraph defined), 10% or more of any class of security of any person who, to the knowledge of the Trustee, owns 50% or more of the voting securities of the Company; or

(9) the Trustee owns, upon the occurrence of an Event of Default (or any occurrence that would constitute an Event of Default upon the lapse of time or giving of notice) or any anniversary of such date while such Event of Default or occurrence remains outstanding, in the capacity of executor, administrator, testamentary or inter vivos trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of 25% or more of the voting securities, or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under clauses (6), (7) or (8) above. As to any such securities of which the Trustee acquired ownership through becoming executor, administrator, or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply, for a period of two (2) years from the date of such acquisition, to the extent that such securities included in such estate do not exceed 25% of such voting securities or 25% of any such class of security. Promptly after any Event of Default (or other occurrence that would constitute an Event of Default upon the lapse of time or giving of notice) and annually in each succeeding year that any Event of Default or other occurrence remains outstanding, the Trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of such dates. If the Company fails to make payment in full of the principal of, or the premium, if any, or interest on, any of the Obligations when and as the same becomes due and payable, and such failure continues for thirty (30) days thereafter, the Trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the



date of the expiration of such thirty (30) day period, and after such date, notwithstanding the foregoing provisions of this clause, all such securities so held by the Trustee, with sole or joint control over such securities vested in it, shall, but only so long as such failure shall continue, be considered as though beneficially owned by the Trustee for the purposes of clauses (6), (7) and (8) above; or

(10) except under the circumstances described in clauses (1), (3), (4), (5) or (6) of Section 9.13B, the Trustee shall become a creditor of the Company.

For purposes of clause (1) above, the term “**series of securities**” or “**series**” means a series, class or group of securities issuable under an indenture pursuant to whose terms holders of one such series may vote to direct the Trustee, or otherwise take action pursuant to a vote of such Holders, separately from Holders of another such series; **PROVIDED** that “**series of securities**” or “**series**” shall not include any series of securities issuable under an indenture if all such series rank equally and are wholly unsecured.

The specification of percentages in clauses (5) to (9) inclusive, above, shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not necessary or sufficient to constitute direct or indirect control for the purposes of clause (3) or (7) above.

For the purposes of clauses (6), (7), (8) and (9) above only, (a) the terms “**security**” and “**securities**” shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies or banking firms, or any certificate of interest or participation in any such note or evidence of indebtedness; (b) an obligation shall be deemed to be “**in default**” when a default in payment of principal shall have continued for thirty (30) days or more and shall not have been cured; and (c) the Trustee shall not be deemed to be the owner or holder of (i) any security which it holds as collateral security, as trustee or otherwise, for an obligation which is not in default as defined above, or (ii) any security which it holds as collateral security under this Indenture, irrespective of any default hereunder, or (iii) any security which it holds as agent for collection, or as custodian, escrow agent, or depositary, or in any similar representative capacity.

Except in the case of the failure to pay, repay or prepay the principal of or interest on any Obligation, or to pay any sinking or purchase fund installment, on the date on which it becomes due, the Trustee shall not be required to resign as provided by this paragraph if such Trustee shall have sustained the burden of proving, on application to the Commission and after opportunity for hearing thereon, that

(a) the Event of Default (or other event that would constitute an Event of Default upon the passage of time or giving of notice) otherwise giving rise to an obligation by the Trustee to resign may be cured or waived during a reasonable period and under the procedures described in such application, and

(b) a stay of the Trustee's duty to resign will not be inconsistent with the interests of Holders of the Obligations. The filing of such an application shall automatically stay the performance of the duty to resign until the Commission orders otherwise.

Any resignation of the Trustee shall become effective only upon the appointment of a successor trustee and such successor's acceptance of such an appointment.

D. For the purposes of this Section:

(1) The term "**underwriter**" when used with reference to the Company means every person who, within one year prior to the time as of which the determination is made, has purchased from the Company with a view to, or has offered or sold for the Company in connection with, the distribution of any security of the Company outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking, or has participated or has had a participation in the direct or indirect underwriting of any such undertaking, but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

(2) The term "**director**" means any director of a corporation, or any individual performing similar functions with respect to any organization whether incorporated or unincorporated.

(3) The term "**person**" means an individual, a corporation, a partnership, an association, a joint-stock company, a trust, an unincorporated organization, or a government or political subdivision thereof. As used in this clause, the term "**trust**" shall include only a trust where the interest or interests of the beneficiary or beneficiaries are evidenced by a security.

(4) The term "**voting security**" means any security presently entitling the owner or holder thereof to vote in the direction or management of the affairs of a person, or any security issued under or pursuant to any trust, agreement or arrangement whereby a trustee or trustees or agent or agents for the owner or holder of such security are presently entitled to vote in the direction or management of the affairs of a person.

(5) The term "**Company**" means any obligor upon the Obligations.

(6) The term "**Trustee**" includes any separate or co-trustee appointed under Section 9.14.

(7) The term "**executive officer**" means the president, every vice president, every trust officer, the cashier, the secretary, and the treasurer of a corporation, and any individual customarily performing similar functions with respect to any organization

whether incorporated or unincorporated, but shall not include the chairman of the board of directors.

E. The percentages of voting securities and other securities specified in this Section shall be calculated in accordance with the following provisions:

(1) A specified percentage of the voting securities of the Trustee, the Company or any other person referred to in this Section (each of whom is referred to as a “**person**” in this clause) means such amount of the outstanding voting securities of such person as entitles the holder or holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(2) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding.

(3) The term “**amount**” means, when used in regard to securities, the principal amount if relating to evidences of indebtedness, the number of shares if relating to capital shares, and the number of units if relating to any other kind of security.

(4) The term “**outstanding**” means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

(a) securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;

(b) securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation evidenced by such other class of securities is not in default as to principal or interest or otherwise;

(c) securities pledged by the issuer thereof as security for an obligation of the issuer not in default as to principal or interest or otherwise; and

(d) securities held in escrow if placed in escrow by the issuer thereof;

**PROVIDED, HOWEVER**, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(5) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and

privileges; **PROVIDED, HOWEVER**, that, in the case of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series as different classes, and **PROVIDED FURTHER** that, in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

### **Section 9.9 Corporate Trustee Required; Eligibility.**

There shall at all times be a Trustee hereunder which (i) shall be a corporation organized and doing business under the laws of the United States of America or of any State or Territory thereof or the District of Columbia, which is authorized under such laws to exercise corporate trust powers, and subject to supervision or examination by Federal, state, territorial or District of Columbia authority, and (ii) shall have a combined capital and surplus of at least \$50,000,000. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Neither the Company nor any Person directly or indirectly controlling, controlled by or under common control with the Company shall serve as Trustee hereunder. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

### **Section 9.10 Resignation and Removal; Appointment of Successor.**

A. No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 9.11.

B. The Trustee may resign at any time by giving written notice thereof to the Company. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within thirty (30) days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

C. Unless an Event of Default (or an occurrence that would constitute an Event of Default upon the passage of time or the giving of notice) exists, the Company may remove the Trustee with or without cause, by delivery to the Trustee of a Board Resolution effecting such removal. The Trustee may be removed with or without cause at any time by Act of the Holders of a majority in principal amount of the Outstanding Obligations, delivered to the Trustee and to the Company.

D. If at any time:

(1) the Trustee shall fail to comply with Section 9.8A after written request therefor by the Company or by any Holder who has been a bona fide Holder of an Obligation for at least six (6) months, or

(2) the Trustee shall cease to be eligible under Section 9.9 and shall fail to resign after written request therefor by the Company or by any such Holder, or

(3) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (i) the Company by a Board Resolution may remove the Trustee, or (ii) subject to Section 8.18, any Holder who has been a bona fide Holder of an Obligation for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

E. If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Company, by a Board Resolution, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a successor to fill such vacancy until a new Trustee shall be so appointed by the Holders. If, within one (1) year after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Obligations delivered to the Company and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Company or by such receiver or trustee. If no successor Trustee shall have been so appointed by the Company or the Holders and accepted appointment in the manner hereinafter provided, subject to Section 8.18, any Holder who has been a bona fide Holder of an Obligation for at least six (6) months may, on behalf of himself and all other similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

F. The Company shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Holders of Obligations as their names and addresses appear in the Obligation Register and to the Holders of Notes as their addresses have been previously provided to the Trustee in writing. Each notice shall include the name of the successor Trustee and the address of its principal corporate trust office.

G. Upon the resignation, removal or incapability of the Trustee, all books and records of the Trustee relating to the Trust Estate shall be sent to the successor Trustee within sixty (60) days of such resignation, removal or incapability. In the event (i) the Trustee resigns

due to any conflict of interest or incapability, (ii) there is any change in control, merger, conversion, consolidation or succession to the assets of the Trustee or (iii) the Company removes the Trustee as a result of any such change in control, merger, conversion, consolidation or succession, the Trustee shall pay all costs associated with transferring the Trust Estate to a successor Trustee.

**Section 9.11 Acceptance of Appointment by Successor.**

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee; but, on request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in Sections 9.7 and 15.14. Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article, to the extent operative.

**Section 9.12 Merger, Conversion, Consolidation or Succession to Business.**

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, to the extent operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Obligations shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Obligations so authenticated with the same effect as if such successor Trustee had itself authenticated such Obligations.

### **Section 9.13 Preferential Collection of Claims against Company.**

A. Subject to paragraph B below, if the Trustee shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company within three (3) months prior to a default (as defined in paragraph C below), or subsequent to such a default, then, unless and until such default shall be cured, the Trustee shall set apart and hold in a special account for the benefit of the Trustee individually, the Holders of the Obligations and the holders of other indenture securities (as defined in paragraph C below):

(1) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest, effected after the beginning of such three (3) month period and valid as against the Company and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in clause (2) below, or from the exercise of any right of set-off which the Trustee could have exercised if a petition in bankruptcy had been filed by or against the Company upon the date of such default; and

(2) all property received by the Trustee in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise, after the beginning of such three (3) month period, or an amount equal to the proceeds of any such property, if disposed of, **SUBJECT, HOWEVER**, to the rights, if any, of the Company and its other creditors in such property or such proceeds.

Nothing herein contained, however, shall affect the right of the Trustee

(a) to retain for its own account (i) payments made on account of any such claim by any Person (other than the Company) who is liable thereon, and (ii) the proceeds of the bona fide sale of any such claim by the Trustee to a third person, and (iii) distributions made in cash, securities or other property in respect of claims filed against the Company in bankruptcy or receivership or in proceeding for reorganization pursuant to the Federal Bankruptcy Code or applicable state law; or

(b) to realize, for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such three (3) month period; or

(c) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such three (3) month period and such property was received as security therefor simultaneously with the creation thereof, and if the Trustee shall sustain the burden of proving that at the time such property was so received the Trustee had no reasonable cause to believe that a default would occur within three (3) months; or

(d) to receive payment on any claim referred to in Subclause (b) or (c) above, against the release of any property held as security for such claim as provided in Subclause (b) or (c) above, as the case may be, to the extent of the fair value of such property.

For the purposes of Subclauses (b), (c) and (d) above, property substituted after the beginning of such three (3) month period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of said Subclauses is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of the Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

If the Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned among the Trustee, the Holders and the holders of other indenture securities in such manner that the Trustee, the Holders and the holders of other indenture securities realize, as a result of payments from such special account and payments of dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for liquidation or reorganization pursuant to the Federal Bankruptcy Code or applicable state law, the same percentage of their respective claims, figured before crediting to the claim of the Trustee anything on account of the receipt by it from the Company of the funds and property in such special account and before crediting to the respective claims of the Trustee and the Holders and the holders of other indenture securities dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for liquidation or reorganization pursuant to the Federal Bankruptcy Code or applicable state law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this paragraph, with respect to any claim, the term “**dividends**” shall include any distribution with respect to such claim, in bankruptcy or receivership or proceedings for reorganization pursuant to the Federal Bankruptcy Code or applicable state law, whether such distribution is made in cash, securities, or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such bankruptcy, receivership or proceeding for reorganization is pending shall have jurisdiction (i) to apportion among the Trustee, the Holders and the holders of other indenture securities, in accordance with the provisions of this paragraph, the funds and property held in such special account and proceeds thereof, or (ii) in lieu of such apportionment, in whole or in part, to give to the provisions of this paragraph due consideration in determining the fairness of the distributions to be made to the Trustee and the Holders and the holders of other indenture securities with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.



Any Trustee which has resigned or been removed after the beginning of such three (3) month period shall be subject to the provisions of this Subsection as though such resignation or removal had not occurred. If any Trustee has resigned or been removed prior to the beginning of such three (3) month period, it shall be subject to the provisions of this Subsection if and only if the following conditions exist:

(y) the receipt of property or reduction of claim, which would have given rise to the obligation to account, if such Trustee had continued as Trustee, occurred after the beginning of such three (3) month period; and

(z) such receipt of property or reduction of claim occurred within three (3) months after such resignation or removal.

B. There shall be excluded from the operation of paragraph A above a creditor relationship arising from:

(1) the ownership or acquisition of securities issued under any indenture or any security or securities having a maturity of one year or more at the time of acquisition by the Trustee; or

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction, or by this Indenture, for the purpose of preserving any property which shall at any time be subject to the lien of this Indenture or of discharging tax liens or other prior liens or encumbrances thereon, if notice of such advances and of the circumstances surrounding the making thereof is given to the Holders at the time and in the manner provided in this Indenture; or

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity; or

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction (as defined in paragraph C below); or

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25(a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the Company; or

(6) the acquisition, ownership, acceptance or negotiation of any drafts, bills of exchange, acceptances or obligations which fall within the classification of self-liquidating paper (as defined in paragraph C above).

C. For the purposes of this Section only:

(1) The term “**default**” means any failure to make payment in full of the principal of or interest on any of the Obligations or upon the other indenture securities when and as such principal or interest become due and payable;

(2) The term “**other indenture securities**” means securities upon which the Company is an obligor outstanding under any other indenture (i) under which the Trustee is also trustee, (ii) which contains provisions substantially similar to the provisions of this Section, and (iii) under which a default exists at the time of the apportionment of the funds and property held in such special account;

(3) The term “**cash transaction**” means any transaction in which full payment for goods or securities sold is made within seven days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand;

(4) The term “**self-liquidating paper**” means any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Company for the purpose of financing the purchase, processing, manufacturing, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustee simultaneously with the creation of the creditor relationship with the Company arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation;

(5) The term “**Company**” means any obligor upon the Obligations;

(6) The term “**Federal Bankruptcy Code**” means Title 11 of the United States Code, as it may be amended from time to time; and

(7) The term “**Trustee**” includes any separate or co-trustee appointed under Section 9.14.

#### **Section 9.14 Co-trustees and Separate Trustees.**

At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, the Company and the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the Holders of at least 25% in principal amount of the Obligations Outstanding, the Company shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be

provided in the instrument of appointment, and to vest in such Person or Persons in the capacity aforesaid, any property, title, right or power deemed necessary or desirable, subject to the other provisions of this Section. If the Company does not join in such appointment within fifteen (15) days after the receipt by it of a request so to do, or in case an Event of Default exists, the Trustee alone shall have power to make such appointment.

Should any written instrument from the Company be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Company.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

A. the Obligations shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely, by the Trustee;

B. the rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee;

C. the Trustee at any time, by an instrument in writing executed by it, with the concurrence of the Company evidenced by a Board Resolution, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case an Event of Default has occurred and is continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Company. Upon the written request of the Trustee, the Company shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section;

D. no co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Trustee, or any other such trustee hereunder; and

E. any Act of Holders delivered to the Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

### **Section 9.15 Authenticating Agent.**

The Trustee may appoint an Authenticating Agent or Agents which shall be authorized to act on behalf of the Trustee to authenticate Obligations issued upon original issue and upon exchange, registration of transfer or partial redemption or pursuant to Sections 3.6, 3.7, 3.8 or 14.7, and Obligations so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Such Authenticating Agent shall at all times be a bank or trust company, and shall at all times be a corporation organized and doing business under the laws of the United States or of any state, territory or the District of Columbia, with a combined capital and surplus of at least \$50,000,000 and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal, state, territorial or District of Columbia authority. If such corporation publishes reports of condition at least annually pursuant to law or the requirements of such supervising or examining authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Any corporation into which any Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, consolidation or conversion to which any Authenticating Agent shall be a party, or any corporation succeeding to the corporate trust business of any Authenticating Agent, shall continue to be the Authenticating Agent hereunder, provided such corporation shall otherwise be eligible under this Section, without the execution or filing of any further act on the part of the parties hereto or the Authenticating Agent or such successor corporation.

Any Authenticating Agent may at any time resign by giving written notice of resignation to the Trustee and the Company. The Trustee may at any time terminate the agency of any Authenticating Agent by giving written notice of termination to such Authenticating Agent and the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Authenticating Agent shall cease to be eligible under this Section, the Trustee shall promptly appoint a successor Authenticating Agent, shall give written notice of such appointment to the Company and shall mail notice of such appointment by first-class mail, postage prepaid, to all Holders of Obligations of the applicable series as the names and addresses of such Holders appear on the Obligation Register.

If at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section.

The Trustee agrees to pay to the Authenticating Agent from time to time reasonable compensation for its services under this Section and the Trustee shall be entitled to be reimbursed by the Company for such payments, subject to Sections 9.7 and 15.14. The provisions of Sections 3.10, 9.4 and 9.5 shall be applicable to any Authenticating Agent.

Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

If an appointment is made pursuant to this Section, the Obligations may have endorsed thereon, in lieu of the Trustee's certificate of authentication, an alternative certificate of authentication in the following form:

This is one of the Obligations described in the within-mentioned Indenture.

\_\_\_\_\_  
As Trustee

By: \_\_\_\_\_  
As Authenticating Agent

By: \_\_\_\_\_  
Authorized Officer

## ARTICLE X

### HOLDERS' LISTS AND REPORTS BY TRUSTEE AND COMPANY

#### **Section 10.1 Company to Furnish Trustee Semi-Annual Lists of Holders.**

The Company will furnish or cause to be furnished to the Trustee semiannually, not less than forty-five (45) days nor more than sixty (60) days after June 1 and December 1 of each year, and at such other times as the Trustee may request in writing, within thirty (30) days after receipt by the Company of any such request, a list in such form as the Trustee may reasonably require containing all the information in the possession or control of the Company, or any of its Paying Agents other than the Trustee, as to the names and addresses of the Holders of Obligations, obtained since the date as of which the next previous list, if any, was furnished, **EXCLUDING** from any such list the names and addresses received by the Trustee in its capacity as Obligation Registrar. Any such list may be dated as of a date not more than fifteen (15) days prior to the time such information is furnished and need not include information received after such date.

#### **Section 10.2 Preservation of Information; Communications to Holders.**

A. The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders of Obligations (i) contained in the most recent list furnished to the Trustee as provided in Section 10.1, (ii) received by the Trustee in the capacity of Paying

Agent (if so acting) hereunder, (iii) filed with the Trustee by Holders of Obligations within the two (2) preceding years as provided for in Section 10.3C(2), or (iv) received by the Trustee in its capacity as Obligation Registrar.

The Trustee may (1) destroy any list furnished to it under Section 10.1 upon receipt of a new list so furnished, (2) destroy any information received by it as Paying Agent (if so acting) hereunder upon delivering to itself as Trustee, not earlier than forty-five (45) days after each June 1 and December 1 of each year, a list containing the names and addresses of the Holders of Obligations obtained from such information since the delivery of the next previous list, if any, (3) destroy any list delivered to itself as Trustee which was compiled from information received by it as Paying Agent (if so acting) hereunder upon the receipt of a new list so delivered, and (4) destroy, not earlier than two (2) years after filing, any information as to their names and addresses filed with the Trustee by Holders of Obligations as provided for in Section 10.3C(2).

B. If RUS, to the extent it is a Holder, or three or more Holders of Obligations (hereinafter referred to as “**applicants**”) apply in writing to the Trustee, and furnish to the Trustee reasonable proof that each such applicant has owned an Obligation for a period of at least six (6) months preceding the date of such application, and such application states that the applicants desire to communicate with other Holders of Obligations with respect to their rights under this Indenture or under the Obligations and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Trustee shall, within five (5) business days after the receipt of such application, at its election, either

(1) afford such applicants access to the information preserved at the time by the Trustee in accordance with Section 10.2A, or

(2) inform such applicants as to the approximate number of Holders of Obligations whose names and addresses appear in the information preserved at the time by the Trustee in accordance with Section 10.2A, and as to the approximate cost of mailing to such Holders the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to each Holder whose name and address appear in the information preserved at the time by the Trustee in accordance with Section 10.2A, a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of such mailing, unless within five (5) days after such tender, the Trustee shall mail to such applicants and file with the Commission, together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the Holders of Obligations or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If the Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, the

Commission shall find, after notice and opportunity for hearing, that all the objections so sustained have been met and shall enter an order so declaring, the Trustee shall mail copies of such material to all such Holders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

C. Every Holder of Obligations, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any Paying Agent shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders of Obligations in accordance with Section 10.2B, regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under Section 10.2B.

### **Section 10.3 Reports by Trustee.**

This Section 10.3 shall be operative only while this Indenture is required to be qualified under the TIA.

A. The term “**reporting date**” means, as used in this Section, January 1 in each year, beginning with the year 2012. Within sixty (60) days after the reporting date in each year, the Trustee shall transmit to the Holders, as provided in paragraph C below, a brief report dated as of such reporting date with respect to any of the following events which may have occurred within the previous twelve (12) months (but if no such event has occurred within such period no such report need be transmitted):

(1) any change to its eligibility under Section 9.9 and its qualifications under Section 9.8;

(2) the creation of or any material change to a relationship specified in clauses (1) through (10) of Section 9.8(C);

(3) the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee (as such) which remain unpaid on the date of such report, and for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Obligations, on the Trust Estate or on any property or funds held or collected by it as Trustee, except that the Trustee shall not be required (but may elect) to report such advances if such advances so remaining unpaid aggregate not more than  $\frac{1}{2}$  of 1% of the principal amount of the Obligations Outstanding on the date of such report;

(4) the amount, interest rate and maturity date of all other indebtedness owing by the Company (or by any other obligor on the Obligations) to the Trustee in its individual capacity, on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in Section 9.13B(2), (3), (4) or (6);

(5) any change to the property and funds, if any, physically in the possession of the Trustee as such on the date of such report;

(6) any release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) which the Trustee has not previously reported; **PROVIDED, HOWEVER**, that to the extent that the aggregate value as shown by the release papers of any or all of such released properties does not exceed an amount equal to 1% of the principal amount of Obligations then Outstanding, the report need only indicate the number of such releases, the total value of property released as shown by the release papers, the aggregate amount of cash received and the aggregate value of property received in substitution therefor as shown by the release papers;

(7) any additional issue of Obligations which the Trustee has not previously reported; and

(8) any action taken by the Trustee in the performance of its duties hereunder which it has not previously reported and which in its opinion materially affects the Obligations or the Trust Estate, except action in respect of a default, notice of which has been or is to be withheld by the Trustee in accordance with Section 9.2.

B. The Trustee shall transmit to the Holders, as provided in paragraph C below, a brief report (which the Company shall cooperate with the Trustee in preparing) with respect to

(1) the release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) unless the fair value of such property, as set forth in the Officers' Certificate or certificate of an Engineer or Appraiser under Section 5.2, is less than 10% of the principal amount of Obligations Outstanding at the time of such release, or such release and substitution, such report to be so transmitted within ninety (90) days after such time; and

(2) the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee (as such) since the date of the last report transmitted pursuant to paragraph A above (or if no such report has yet been so transmitted, since the date of execution of this instrument) for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Obligations, on the Trust Estate or on any property or funds held or collected by it as Trustee, and which it has not previously reported pursuant to this Subsection, except that the Trustee shall not be required (but may elect) to report such advances if such advances remaining unpaid at any time aggregate 10% or less of the principal amount of the Obligations Outstanding at such time, such report to be transmitted within ninety (90) days after such time.



C. Reports pursuant to this Section shall be transmitted by mail:

(1) to all Holders of Obligations, as the names and addresses of such Holders appear in the Obligation Register;

(2) to such Holders as have, within the two (2) years preceding such transmission, filed their names and addresses with the Trustee for that purpose; and

(3) except in the case of reports pursuant to paragraph B above, to all Holders whose names and addresses have been furnished to or received by the Trustee pursuant to Section 10.1.

D. A copy of each such report shall, at the time of such transmission to Holders, be filed by the Trustee with each stock exchange upon which any of the Obligations are listed and also with the Commission. The Company will notify the Trustee when the Obligations are listed on any stock exchange.

#### **Section 10.4 Reports by Company.**

This Section 10.4 shall be operative only while this Indenture is required to be qualified under the TIA.

The Company shall:

A. file with the Trustee, within fifteen (15) days after the Company is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with the Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents or reports pursuant to either of said Sections, then it will file with the Trustee and the Commission, in accordance with rules and regulations prescribed by the Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed in such rules and regulations;

B. file with the Trustee and the Commission, in accordance with rules and regulations prescribed by the Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants of this Indenture as may be required by such rules and regulations; and

C. transmit to the Holders of Obligations, within thirty (30) days after the filing thereof with the Trustee, in the manner and to the extent provided in Section 10.3C with respect to reports pursuant to Section 10.3A, such summaries of any information, documents and reports

required to be filed by the Company pursuant to paragraphs A and B above as may be required by rules and regulations prescribed by the Commission.

## ARTICLE XI

### CONSOLIDATION, MERGER, CONVEYANCE OR TRANSFER

#### Section 11.1 Consolidation, Merger, Conveyance or Transfer only on Certain Terms.

The Company shall not consolidate with or merge into any other Person or convey or transfer the Trust Estate substantially as an entirety to any Person, unless:

A. such consolidation, merger, conveyance or transfer shall be on such terms as shall fully preserve the lien and security hereof as provided for in this Article and the rights and powers of the Trustee and the Holders of the Obligations hereunder;

B. the Person formed by such consolidation or into which the Company is merged or the Person which acquires by conveyance or transfer the Trust Estate substantially as an entirety shall be a Person organized and validly existing under the laws of the United States of America, any state thereof or the District of Columbia and shall execute and deliver to the Trustee a Supplemental Indenture in recordable form, meeting the requirements of Section 11.2 and containing:

(1) an assumption by such successor Person of the due and punctual payment of the principal of (and premium, if any) and interest on all the Obligations and, subject to Section 11.2B, the performance and observance of every covenant and condition of this Indenture to be performed or observed by the Company, and

(2) a grant, conveyance, transfer and mortgage complying with Section 11.2;

C. immediately after giving effect to such transaction, no Event of Default hereunder shall exist; and

D. the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each of which shall state that such consolidation, merger, conveyance or transfer and such Supplemental Indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

#### Section 11.2 Successor Person Substituted.

Upon any consolidation or merger or any conveyance or transfer of the Trust Estate substantially as an entirety in accordance with Section 11.1, the successor Person formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the

Company under this Indenture with the same effect as if such successor Person had been named as the Company herein; **SUBJECT, HOWEVER,** to the following limitations:

A. If the Supplemental Indenture required by Section 11.1 shall contain a grant, conveyance, transfer and mortgage in terms sufficient to include and subject to the lien of this Indenture, subject only to Permitted Exceptions and any Prior Liens permitted by Section 13.6, all property, rights, privileges and franchises owned by the successor Person on the date of the consolidation, merger, transfer or conveyance and which may be thereafter acquired by such successor Person (other than Excepted Property and Excludable Property), then such successor Person may cause to be executed, in its own name or in the name of the Company prior to such succession, and delivered to the Trustee for authentication, any Obligations issuable hereunder; and upon request of such successor Person, and subject to all the terms of this Indenture, the Trustee shall authenticate and deliver any Obligations which shall have been previously executed and delivered by the Company to the Trustee for authentication, and any Obligations which such successor Person shall thereafter, in accordance with this Indenture, cause to be executed and delivered to the Trustee for such purpose. Such changes in language and form (but not in substance) may be made in such Obligations as may be appropriate in view of such consolidation, merger, conveyance or transfer.

B. If the Supplemental Indenture required by Section 11.1 shall not contain the grant, conveyance, transfer and mortgage described in paragraph A above, then such successor Person shall not be entitled to procure the authentication and delivery of any Obligations issuable hereunder (except for Obligations issued under Sections 3.6, 3.7, 3.8 and 14.7), and this Indenture shall not, by virtue of such consolidation, merger, conveyance or transfer, or by virtue of such Supplemental Indenture, or by virtue of the Granting Clauses, become a lien upon, and the term Trust Estate shall not be deemed to include, any of the property, rights, privileges and franchises of such successor Person owned by the successor Person at the time of such consolidation, merger, conveyance or transfer (unless such successor Person, in its discretion shall subject the same to the lien hereof), but this Indenture shall become and be a lien, subject to only Permitted Exceptions and any Prior Liens permitted by Section 13.6, upon only the following property, rights, privileges and franchises acquired by such successor Person after the date of such consolidation, merger, conveyance or transfer, to wit:

(1) all betterments, extensions, improvements, additions, repairs, renewals, replacements, substitutions and alterations to, upon, for and of the property, rights, privileges and franchises subject to the lien hereof, and all property constituting appurtenances of the Trust Estate;

(2) all property made the basis of the withdrawal of cash from the Trustee or the release of property from the lien of this Indenture;

(3) all property acquired or constructed with the proceeds of (i) any insurance on any part of the Trust Estate, including with the proceeds of insurance on the Trust Estate not required to be paid to the Trustee under Section 13.8, or (ii) any part of the

Trust Estate released from the lien of this Indenture or disposed of free from any such lien or taken by eminent domain;

(4) all property acquired pursuant to Section 13.7 to maintain and preserve and keep the Trust Estate in good condition, repair and working order and all property acquired or constructed with Trust Moneys paid over upon Company Request under Section 6.6; and

(5) all property, leases, rights-of-way, franchises, licenses, permits or easements acquired in alteration, substitution, surrender or modification of any property, leases, rights-of-way, franchises, licenses, permits or easements disposed of, altered or modified pursuant to Section 5.1 and all monies deposited in connection therewith pursuant to Section 5.1;

and said Supplemental Indenture shall contain a grant, conveyance, transfer or mortgage subjecting the property referred to in the preceding clauses of this paragraph to the lien of this Indenture.

C. No such conveyance or transfer of the Trust Estate substantially as an entirety shall have the effect of releasing the Person named as “the Company” in the first paragraph of this instrument or any successor Person which shall have become such in the manner prescribed in this Article from its liability as obligor and maker on any of the Obligations, unless such conveyance or transfer is followed by the complete liquidation of such Person or successor Person and substantially all its assets immediately following such conveyance or transfer are the securities of such successor Person received in such conveyance or transfer.

## ARTICLE XII

### SUPPLEMENTAL INDENTURES

#### **Section 12.1 Supplemental Indentures Without Consent of Holders.**

Without the consent of the Holders of any Obligations, the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more Supplemental Indentures, in form satisfactory to the Trustee, for any of the following purposes:

A. to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject additional property to the lien of this Indenture, including, but not limited to, additional property located outside the Commonwealth of Kentucky or the State of Ohio and, in connection therewith, to conform the Indenture to reflect the addition of property in any such additional State; or

B. to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Obligations or of any series of Obligations, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or

C. to create any series of Obligations and make such other provisions as provided in Section 3.3; or

D. to modify or eliminate any of the terms of this Indenture; **PROVIDED, HOWEVER,** that

(1) in the event any such modification or elimination made in such Supplemental Indenture would adversely affect or diminish the rights of the Holders of any Obligations then Outstanding against the Company or its property, it shall expressly be stated in such Supplemental Indenture that any such modifications or eliminations shall become effective only when such Obligations are no longer Outstanding; and

(2) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its opinion, may not afford adequate protection to the Trustee when the same becomes operative; or

E. to evidence the succession of another corporation to the Company and the assumption by any such successor of the covenants of the Company herein and in the Obligations contained; or

F. to evidence the appointment of any successor trustee or separate trustee or trustees or co-trustee or co-trustees hereunder, and to define the rights, powers, duties and obligations conferred upon any such separate trustee or trustees or co-trustee or co-trustees; or

G. to add to the covenants of the Company or the Events of Default for the benefit of the Holders of all or any series of Obligations or to surrender any right or power herein conferred upon the Company; or

H. to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or to make any other provisions, with respect to matters or questions arising under this Indenture, which shall not be inconsistent with the provisions of this Indenture, **PROVIDED** such action shall not, in the opinion of the Company, as evidenced by an Officers' Certificate delivered to the Trustee, adversely affect the interests of the Holders of the Obligations in any material respect; or

I. to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the TIA or under any similar federal statute hereafter enacted, and to add to this Indenture such other provisions as may be expressly permitted by the TIA, **EXCLUDING, HOWEVER,** the provisions referred to in

Section 316(a)(2) of the TIA as in effect at the date as of which this instrument was executed or any corresponding provision in any similar federal statute hereafter enacted; or

J. to add or change any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the issuance of Obligations (i) in bearer form, registrable or not registrable as to principal and with or without interest coupons or (ii) in book-entry form;

K. to make any change in the Indenture that, in the reasonable judgment of the Trustee, will not materially and adversely affect the rights of Holders. For purposes of this paragraph of this Section, any Supplemental Indenture will be presumed not to materially and adversely affect the rights of the Holders if (1) this Indenture, as supplemented and amended by such Supplemental Indenture, secures equally and ratably the payment of principal of (and premium, if any) and interest on the Outstanding Secured Obligations which are to remain Outstanding and (2) subject to the last sentence of this paragraph, the Company shall furnish to the Trustee written evidence from at least two (2) nationally recognized statistical rating organizations then rating the Obligations (or other obligations primarily secured by Outstanding Secured Obligations) that their respective ratings of the Outstanding Secured Obligations (or other obligations primarily secured by Outstanding Secured Obligations) that are not subject to Credit Enhancement will not be withdrawn or reduced as a result of the changes in the Indenture effected by such Supplemental Indenture; **PROVIDED, HOWEVER**, that the failure to qualify for the presumption set forth in this sentence shall not create any presumption to the contrary or be used to question the judgment of the Trustee and **PROVIDED, FURTHER**, that the provisions of this paragraph may not be used to amend or modify the items listed in paragraphs A through F of Section 12.2 in any way that is inconsistent with the provisions of such Section 12.2. The Trustee may rely on the written evidence of the nationally recognized statistical rating organizations then rating the Obligations (or other obligations primarily secured by Outstanding Secured Obligations) with respect to credit matters relating to the Company to the extent that it deems such reliance to be appropriate;

L. to increase the maximum amount of Obligations that may be Outstanding under this Indenture, as specified in Section 3.2(c); or

M. to extend the maturity date of this Indenture, as specified in Section 1.16.

## **Section 12.2 Supplemental Indentures With Consent of Holders.**

With the consent of the Holders of not less than a majority in principal amount of the Obligations of all series then Outstanding affected by such Supplemental Indenture, by Act of such Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into a Supplemental Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of the Obligations under this Indenture; **PROVIDED, HOWEVER**, that no such Supplemental Indenture shall, without the consent of the Holder of each Outstanding Obligation affected thereby,

A. change the Stated Maturity of the principal of, or any installment of interest on, any Obligation, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any Place of Payment where, or the coin or currency in which, any Obligation, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date); or

B. reduce the percentage in principal amount of the Outstanding Obligations, the consent of whose Holders is required for any such Supplemental Indenture, or the consent of whose Holders is required for any waiver provided for in this Indenture of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences; or

C. modify or alter the provisions of the proviso to the definition of the term “Outstanding” or “Outstanding Secured Obligations”; or

D. modify any of the provisions of this Section, Section 8.12 or Section 8.17, except to increase any percentage provided thereby or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Obligation affected thereby; or

E. permit the creation of any lien (other than as permitted in this Indenture) ranking prior to or on a parity with the lien of this Indenture with respect to all or substantially all of the Trust Estate; or

F. modify, in the case of Obligations of any series for which a mandatory sinking fund is provided, any of the provisions of this Indenture in such manner as to affect the rights of the Holders of such Obligations to the benefits of such sinking fund.

The Trustee may in its discretion determine whether or not any Obligation would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the Holder of all Obligations, whether theretofore or thereafter authenticated and delivered hereunder, and the Trustee shall have no liability to any Holder of any Obligation for any such determination made in good faith.

It shall not be necessary for any Act of Holders under this Section to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such Act shall approve the substance thereof.

### **Section 12.3 Execution of Supplemental Indentures.**

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trust created by this Indenture, the Trustee shall be entitled to receive, and, subject to Section 9.1, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized or permitted by this Indenture. The Trustee may, but shall not, except to the extent

required in the case of a Supplemental Indenture entered into under Section 12.11, be obligated to, enter into any such Supplemental Indenture which adversely affects the Trustee's own rights, duties or immunities under this Indenture.

#### **Section 12.4 Effect of Supplemental Indentures.**

Upon the execution of any Supplemental Indenture under this Article, this Indenture shall be modified in accordance therewith and such Supplemental Indenture shall form a part of this Indenture for all purposes; and every Holder of Obligations theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

#### **Section 12.5 Conformity with Trust Indenture Act.**

After qualification of this Indenture under the TIA, every Supplemental Indenture executed pursuant to this Article thereafter shall conform to the requirements of the TIA as then in effect.

#### **Section 12.6 Reference in Obligations to Supplemental Indentures**

Obligations authenticated and delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if required by the Trustee or the Company shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the Company shall so determine, new Obligations so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any such Supplemental Indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Obligations; **PROVIDED, HOWEVER**, that Obligations of the type described in Section 1.20 of this Indenture may not be modified without the prior written consent of RUS.

### **ARTICLE XIII**

#### **COVENANTS**

#### **Section 13.1 Payment of Principal, Premium and Interest.**

The Company will duly and punctually pay the principal of (and premium, if any) and interest on the Obligations in accordance with the terms of the Obligations and this Indenture.

#### **Section 13.2 Maintenance of Office or Agency**

The Company will establish and maintain one or more Places of Payment where Obligations may be presented or surrendered for payment, where Obligations entitled to be registered, transferred, exchanged or converted may be presented or surrendered for registration, transfer, exchange or conversion and where notices and demands to or upon the Company in respect of the Obligations and this Indenture may be served. The Company will give prompt



written notice to the Trustee of the location, and of any change in the location, of any such office or agency. If at any time the Company shall fail to maintain such an office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the corporate trust office of the Trustee identified in Section 1.3A, and the Company hereby appoints the Trustee its agent to receive all such presentations, surrenders, notices and demands.

**Section 13.3 Money for Obligation Payments to be Held in Trust; Repayment of Unclaimed Money.**

If the Company shall at any time act as its own Paying Agent, it will, on or before each due date of the principal of (and premium, if any) or interest on any of the Obligations, segregate and hold in trust for the benefit of the Holders of such Obligations a sum sufficient to pay the principal (and premium, if any) or interest so becoming due until such sums shall be paid to such Holders or otherwise disposed of as herein provided, and the Company will promptly notify the Trustee of its action or failure so to act.

Whenever the Company shall have one or more Paying Agents, it will, prior to each due date of the principal of (and premium, if any) or interest on any Obligations, deposit with a Paying Agent a sum sufficient to pay the principal (and premium, if any) or interest so becoming due, such sum to be held in trust for the benefit of the Holders of such Obligations entitled to such principal (and premium, if any) or interest, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of its action or failure so to act.

Moneys so segregated or deposited and held in trust shall not be a part of the Trust Estate and shall not be deemed Trust Moneys but shall constitute a separate trust fund for the benefit of the Persons entitled to such principal, premium or interest. Except in the case of moneys so segregated by the Company when acting as its own Paying Agent, moneys held in trust by the Trustee or any other Paying Agent for the payment of the principal (or premium, if any) or interest on the Obligations need not be segregated from other funds, except to the extent required by law.

The Company will cause each Paying Agent other than the Company and Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will

- A. hold all sums held by it for the payment of principal of (and premium, if any) or interest on Obligations in trust for the benefit of the Holders of such Obligations until such sums shall be paid to the Holders or otherwise disposed of as herein provided;
- B. give the Trustee notice of any default by the Company (or any other obligor upon the Obligations) in the making of any payment of principal (and premium, if any) or interest; and
- C. at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all money held in trust by the Company or such Paying Agent, such money to be held by the Trustee upon the same trusts as those upon which such money was held by the Company or such Paying Agent; and, upon such payment by the Company, the Company shall be discharged from such trust, and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Any money deposited with the Trustee or any Paying Agent or held by the Company in trust for the payment of the principal of (and premium, if any) or interest on any Obligation and remaining unclaimed for two (2) years after such principal (and premium, if any) or interest has become due and payable shall, subject to the unclaimed property laws of the Commonwealth of Kentucky, be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Obligation shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; **PROVIDED, HOWEVER**, that the Trustee or such Paying Agent, before being required to make any such payment to the Company, shall at the expense of the Company cause to be mailed by first-class mail, postage prepaid to each Holder entitled to such money, notice that such money remains unclaimed and that, after a date specified therein, which shall be at least thirty (30) days from the date of such mailing, any unclaimed balance of such money then remaining will be paid to the Company.

#### **Section 13.4 Ownership of Property.**

At the time of the execution and delivery of this instrument, the Company owns and holds the real property specifically described in Subdivision A of Granting Clause First in fee (or such other estate as may be specified therein) and owns and holds the other interests in real property specifically described in Granting Clause First, subject to no mortgage, lien, charge or encumbrance other than Permitted Exceptions, and has full power and lawful authority to grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm such real property and interests in real property in the manner and form aforesaid.

The Company lawfully owns and is possessed of the personal property described in Granting Clauses First and Second (other than property of the Company acquired after the time of the execution and delivery of this Indenture), subject to no mortgage, lien, charge or encumbrance other than Permitted Exceptions, and has full power and lawful authority to grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over, and confirm (and create a security interest in) such personal property in the manner and form aforesaid.

The Company hereby does and will forever warrant and defend its ownership, as set forth above, of the property and interests in property described in Granting Clauses First and Second against all claims and demands of all persons whomsoever, except Permitted Exceptions.

**Section 13.5 After-Acquired Property; Further Assurances; Recording.**

All property of every kind, other than Excepted Property and Excludable Property, acquired by the Company after the date hereof, shall, immediately upon the acquisition thereof by the Company, and without any further mortgage, conveyance or assignment, become subject to the lien of this Indenture; **SUBJECT, HOWEVER**, to the exceptions permitted by Section 11.2B. Nevertheless, the Company will do, execute, acknowledge and deliver all and every such further acts, conveyances, mortgages, financing statements and assurances as the Trustee shall require for accomplishing the purposes of this Indenture.

The Company will cause this Indenture and all Supplemental Indentures and other instruments of further assurance, including all financing statements and continuation statements covering security interests in personal property, and all mortgages securing purchase money obligations delivered to the Trustee or to the trustee, mortgagee or other holder of a Prior Lien under Section 5.2 to be promptly recorded, registered and filed, and at all times to be kept recorded, registered and filed, and will execute and file such financing statements or cause to be issued and filed such continuation statements, all in such manner and in such places as may be required by law fully to preserve and protect the rights of the Holders and the Trustee hereunder to all property comprising the Trust Estate. Furthermore, the Company will use its best efforts to cause all contracts and contract rights of the type and duration set forth in Subdivision C of Granting Clause First and acquired by the Company after the date hereof to become subject to the lien of this Indenture. The Company will furnish to the Trustee:

A. promptly after the execution and delivery of each Supplemental Indenture or other instrument of further assurance, an Opinion of Counsel stating that, in the opinion of such Counsel, this Indenture and such Supplemental Indenture and other instruments of further assurance have been properly recorded, registered and filed, or have been received for recording, filing or registration, to the extent necessary to make effective the lien intended to be created by this Indenture and stating that all financing statements and continuation statements have been filed that are necessary fully to preserve and protect the rights of the Holders and the Trustee hereunder, or stating that, in the opinion of such Counsel, no such action is necessary to make such lien effective; and

B. within thirty (30) days after January 1 in each year beginning with the year 2013, an Opinion of Counsel, dated as of such date, either stating that, in the opinion of such Counsel, during the preceding calendar year, such action has been taken with respect to the recording, registering, filing, re-recording, re-registering and re-filing of this instrument and of all Supplemental Indentures, financing statements, continuation statements or other instruments of further assurance as is necessary to maintain the lien of this Indenture (including the lien on any property acquired by the Company after the execution and delivery of this instrument and owned by the Company at the end of the preceding calendar year) and stating that during the preceding

calendar year all financing statements and continuation statements have been filed that are necessary fully to preserve and protect the rights of the Holders and the Trustee hereunder, or stating that, in the opinion of such Counsel, during the preceding calendar year, no such action was necessary to maintain such lien.

Upon the cancellation and discharge of any Prior Lien, the Company will cause all cash, obligations and securities then held by the trustee, mortgagee or other holder of such Prior Lien, which were received by such trustee, mortgagee or other holder on account of the release or the taking by eminent domain or the purchase by a public authority or the sale by virtue of a designation or order of a public authority or any other disposition of, or insurance on, the Trust Estate, or any part thereof (including all proceeds of or substitutions for any thereof), to be paid to or deposited and pledged with the Trustee, such cash to be held and paid over or applied by the Trustee as provided in Article VI.

### **Section 13.6 Limitations on Liens; Payment of Taxes.**

The Company will not create or incur or suffer or permit to be created or incurred or to exist any mortgage, lien, charge or encumbrance on or pledge of any of the Trust Estate prior to or upon a parity with the lien of this Indenture except Permitted Exceptions and except that:

A. The Company may create, incur or suffer to exist purchase money mortgages or other purchase money liens upon any real property purchased by the Company or acquire real property subject to mortgages and liens existing thereon at the date of acquisition, or acquire or agree to acquire and own personal property subject to or upon chattel mortgages, conditional sales agreements or other title retention agreements; **PROVIDED** that

(1) the principal amount of the indebtedness secured by each such mortgage, lien or agreement shall not exceed 80% of the Cost or Fair Value to the Company at the time of the acquisition thereof by the Company, whichever is less, as evidenced by an Officers' Certificate, of the property subject thereto, **PROVIDED** that if the property subject to such mortgage, lien or agreement is not necessary to the operations of the remaining portion of the System, the principal amount thereby secured may not exceed 100% of such Cost or Fair Value to the Company, whichever is less;

(2) the aggregate principal amount of all indebtedness of the Company at the time outstanding secured by such mortgages, liens and agreements (including extensions, renewals and replacements thereof, as provided by the paragraph B below, and also the indebtedness then being incurred) shall not exceed 15% of the aggregate principal amount of all Obligations then Outstanding; and

(3) each such mortgage, lien or agreement shall apply only to the property originally subject thereto, fixed improvements erected on any such real property or affixed to such personal property or equipment used in connection with such real or personal property, any contracts, licenses, permits and other property related solely to such real or personal property, and the proceeds thereof.

B. The Company may modify, extend, renew or replace any mortgage, lien or agreement permitted by paragraph A above upon the same property theretofore subject thereto, or modify, replace, renew or extend the indebtedness secured thereby, **PROVIDED** that in any such case the principal amount of such indebtedness so modified, replaced, extended or renewed shall not be increased above the limits described in paragraph A above.

The Company will pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon the Trust Estate or any part thereof or upon any income therefrom, and also (to the extent that such payment will not be contrary to any applicable laws) all taxes, assessments and other governmental charges lawfully levied, assessed or imposed upon the lien or interest of the Trustee or of the Holders in the Trust Estate, so that (to the extent aforesaid) the lien of this Indenture shall at all times be wholly preserved at the cost of the Company and without expense to the Trustee or the Holders; **PROVIDED, HOWEVER**, that the Company shall not be required to pay and discharge or cause to be paid and discharged any such tax, assessment or governmental charge to the extent that the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings and the Company shall have established and shall maintain adequate reserves on its books for the payment of the same.

#### **Section 13.7 Maintenance of Properties.**

The Company will cause all its properties used or useful in the conduct of its business to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Company may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times; **PROVIDED, HOWEVER**, that nothing in this Section shall prevent the Company from discontinuing the operation and maintenance of any of its properties if such discontinuance is, in the judgment of the Company, desirable in the conduct of its business and not disadvantageous in any material respect to the Holders.

The Company will promptly classify, and record on its books, as retired, all property that has become no longer used or useful in the business of the Company.

#### **Section 13.8 To Insure.**

The Company will at all times keep all its property of an insurable nature and of the character usually insured by companies operating similar properties, insured in amounts customarily carried, and against loss or damage from such causes as are customarily insured against, by similar companies. All such insurance shall be effected with responsible insurance carriers.

All policies or other contracts for such insurance upon any part of the Trust Estate shall (a) provide that the proceeds of such insurance (except, in the case of any particular casualty resulting in damage or destruction, proceeds of such insurance not exceeding \$2,000,000 in the

aggregate) shall be payable, subject to the requirements of any Prior Lien, to the Trustee as its interest may appear (by means of a standard mortgagee clause or other similar clause acceptable to the Trustee, without contribution); and (b) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for the benefit of the Trustee for at least thirty (30) days (or such shorter time period acceptable to the Trustee) after written notice to the Trustee of cancellation; except in each case with respect to any part of the Trust Estate subject to any ownership contract relating to property owned in common or jointly with the Company or any contract providing for the engineering, procurement or construction of generation or related facilities (including electric transmission and fuel supply facilities) pursuant to which the proceeds of insurance shall be payable to a third party or to the Company.

As soon as practicable after the execution of this Indenture, and within ninety (90) days after the close of each calendar year thereafter, and at any time upon the request of the Trustee, the Company will file with the Trustee an Officers' Certificate stating that the Company is in compliance with the insurance requirements of this Section 13.8, and the Trustee may conclusively rely on such Certificate.

Any appraisal or adjustment or any loss or damage of or to any part of the Trust Estate and any settlement in respect thereof which may be agreed upon between the Company and any insurer, as evidenced by an Officers' Certificate, shall be accepted by the Trustee.

All proceeds of insurance received by the Trustee shall be held and paid over or applied by the Trustee as provided in Article VI.

With respect to all proceeds of any insurance on any part of the Trust Estate not payable to the Trustee or the trustee, mortgagee or other holder of a Prior Lien, the Company shall apply such proceeds, or shall cause any third party in receipt of such proceeds to apply all such proceeds, to the repair, rebuilding or replacement of the property destroyed or damaged or shall deposit such proceeds, or cause any third party in receipt of such proceeds to deposit all such proceeds, with the Trustee to be held and paid over or applied by it as provided in Article VI.

### **Section 13.9 Corporate Existence.**

Subject to Article XI, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, rights (charter and statutory) and franchises; **PROVIDED, HOWEVER**, that the Company shall not be required to preserve any right or franchise if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and that the loss thereof is not disadvantageous in any material respect to the Holders.

### **Section 13.10 To Keep Books; Inspection by Trustee.**

The Company will keep proper books of record and account, in which full and correct entries shall be made of all dealings or transactions of or in relation to the Obligations and the

plant, properties, business and affairs of the Company in accordance with Accounting Requirements. The Company will, upon reasonable written notice by the Trustee to the Company and at the expense of the Company, permit the Trustee by its representatives to inspect the plants and properties, books of account, records, reports and other papers of the Company, and to take copies and extracts therefrom, and will afford and procure a reasonable opportunity to make any such inspection, and the Company will furnish to the Trustee any and all information as the Trustee may reasonably request, with respect to the performance by the Company of its covenants in this Indenture; **PROVIDED, HOWEVER**, the Company shall not be required to make available any information supplied to it by a third party (other than an Affiliate) if such information is subject to a confidentiality agreement with such third party except to the extent allowed by, and subject to the terms of, such confidentiality agreement.

#### **Section 13.11 Use of Trust Moneys and Advances by Trustee.**

If the Company shall fail to perform any of its covenants in this Indenture, the Trustee may (but shall not be obligated to) at any time and from time to time after notice to the Company, use and apply any Trust Moneys held by it under Article VI, or make advances, to effect performance of any such covenant on behalf of the Company; and all moneys so used or advanced by the Trustee, together with interest at the rate of 10% per annum, shall be repaid by the Company upon demand and such advances shall be secured under this Indenture prior to the Obligations. For the repayment of all such advances the Trustee shall have the right to use and apply any Trust Moneys at any time held by it under Article VI but no such use of Trust Moneys or advance shall relieve the Company from any default hereunder. Nothing contained herein shall be deemed to obligate the Trustee to advance its own monies for any purpose.

#### **Section 13.12 Statement as to Compliance.**

The Company will deliver to the Trustee, within one hundred and twenty (120) days after the end of each calendar year, a written statement signed by the principal executive officer and by the principal financial officer or principal accounting officer of the Company stating, as to each signing officer thereof, that a review of the activities of the Company during such year and of its performance under the Indenture has been made under such officer's supervision, and to the best of the officer's knowledge, based on such review, the Company has fulfilled all of its obligations under this Indenture in all material respects throughout such year, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and the status thereof.

Promptly after any Officer of the Company may reasonably be deemed to have knowledge of a default hereunder, the Company will deliver to the Trustee a written notice specifying the nature and period of existence thereof and the action the Company is taking and proposes to take with respect thereto.

### **Section 13.13 Waiver of Certain Covenants.**

The Company may omit in any particular instance to comply with any covenant or condition set forth in this Article except Sections 13.1, 13.2, 13.3, 13.4, 13.5, 13.9, 13.10, 13.11 and the first sentence of Section 13.14 if before or after the time for such compliance the Holders of at least a majority in principal amount of all Obligations then Outstanding, shall, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such covenant or condition shall remain in full force and effect.

### **Section 13.14 Rate Covenant.**

The Company shall establish and collect rates, rents, charges, fees and other compensation (collectively, “**Rates**”) for the use or the sale of the output, capacity or service of the System that, together with other moneys available to the Company, produce moneys sufficient to enable the Company to comply with all its covenants under this Indenture. Subject to any necessary regulatory approval or determination, including, as and to the extent required, the approval or determination of RUS, the Company also shall establish and collect Rates for the use or the sale of output, capacity or service of the System that, together with other revenues available to the Company, are reasonably expected to yield Margins for Interest for each fiscal year of the Company equal to at least 1.10 times Interest Charges for such period. Promptly upon any material change in the circumstances which were contemplated at the time such Rates were most recently reviewed, but not less frequently than once every twelve (12) months, the Company shall review the Rates so established and shall promptly establish or revise such Rates as necessary to comply with the foregoing requirements; **PROVIDED, HOWEVER**, that if (i) upon any such review of Rates based on a material change in circumstances, the Company determines that Rates are required to be established or revised in order for the Company to comply with this Section and (ii) there are less than six (6) calendar months remaining in the current fiscal year, it will be sufficient for purposes of complying with this Section if the Company establishes or revises its Rates for the next fiscal year so as to reasonably expect to meet the covenant for such next fiscal year, subject in the case of the foregoing Margins for Interest requirement to any necessary regulatory approval or determination, including, as and to the extent required, that of RUS. The Company will not furnish or supply or cause to be furnished or supplied any use, output, capacity or service of the System with respect to which a charge is regularly or customarily made, free of charge to any Person, and the Company will use commercially reasonable efforts to enforce the payment of any and all accounts owing to the Company with respect to the use, output, capacity or service of the System.

### **Section 13.15 Distributions to Members.**

The Company shall not directly or indirectly declare or pay any dividend or make any payments of, distributions of, or retirements of patronage capital to its members (each a “Distribution”) if, at the time thereof or after giving effect thereto, (i) an Event of Default shall



exist, or (ii) the Company's aggregate margins and equities (determined in accordance with Accounting Requirements) as of the end of the Company's most recent fiscal quarter would be less than 20% of the Company's total long-term debt and equities (determined in accordance with Accounting Requirements) at such time, or (iii) the aggregate amount expended for all Distributions on or after the date on which the Company's aggregate margins and equities (determined in accordance with Accounting Requirements) first reached 20% of the Company's total long-term debt and equities (determined in accordance with Accounting Requirements) shall exceed 35% of the aggregate net margins (whether or not such net margins have since been allocated to members) of the Company earned after such date (subtracting, in the case of any deficit, 100% of such deficit). Notwithstanding the foregoing and so long as no Event of Default shall exist, the Company may declare and make Distributions at any time if, after giving effect thereto, the Company's aggregate margins and equities (determined in accordance with Accounting Requirements) as of the end of the Company's most recent fiscal quarter would have been not less than 30% of the Company's total long-term debt and equities (determined in accordance with Accounting Requirements) as of such date.

#### **Section 13.16 Limitation on Certain Cash Investments.**

The Company shall invest or direct the Trustee to invest at least 75% of each of (i) Trust Moneys and (ii) Deposited Cash (as determined by the Company), in (a) Defeasance Securities, (b) securities issued by any agency or instrumentality of the United States of America or any corporation created pursuant to any act of the Congress of the United States, (c) commercial paper rated in either of the two highest rating categories by a national credit rating agency, (d) demand or time deposits, certificates of deposit and bankers' acceptances issued or accepted by any bank or trust company having capital surplus and undivided profits aggregating at least \$50,000,000 and whose long-term debt is rated in any of the three highest rating categories by a national credit rating agency, (e) any non-convertible debt securities rated in any of the three highest rating categories by a national credit rating agency, (f) repurchase agreements that are secured by a perfected security interest in securities listed in clauses (a) or (b) above entered into with a government bond dealer recognized as a primary dealer by the Federal Reserve Bank of New York or any bank described in clause (d) above, or (g) any short-term institutional investment fund or account which invests solely in any of the foregoing obligations.

### **ARTICLE XIV**

#### **REDEMPTION OF OBLIGATIONS; SINKING FUNDS**

##### **Section 14.1 Applicability of Sections 14.1 Through 14.7.**

Obligations which are by their express terms redeemable before their Stated Maturity shall be redeemable in accordance with their terms and (except as otherwise provided with respect to the Obligations of any particular series by the provisions of a Supplemental Indenture creating such series) in accordance with Sections 14.1 through 14.7, inclusive.

#### **Section 14.2 Election to Redeem; Notice to Trustee.**

The election of the Company to redeem any Obligations shall be evidenced by a Board Resolution. In case of any redemption at the election of the Company of less than all the Outstanding Obligations of any series, the Company shall, at least sixty (60) days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee) notify the Trustee of such Redemption Date and of the principal amount of Obligations of such series to be redeemed and of the numbers of any Outstanding Obligations of such series then owned by the Company.

#### **Section 14.3 Selection by Trustee of Obligations to be Redeemed.**

Unless otherwise provided in a Supplemental Indenture authorizing a particular series of Obligations, if less than all the Outstanding Obligations of any series or maturity within a series are to be redeemed, the particular Obligations to be redeemed shall be selected not more than sixty (60) days prior to the Redemption Date by the Trustee from the Outstanding Obligations of such series or maturity within a series which have not previously been called for redemption by prorating, as nearly as may be, the principal amount of Obligations of such series or maturity within a series to be redeemed among the Holders of such Obligations in proportion to the aggregate principal amount of such Obligations registered in their respective names; **EXCEPT** that, if there shall have been previously filed with the Trustee an Act of all the Holders of such Obligations satisfactory to the Trustee specifying the method of selecting the Obligations to be redeemed, such selection shall be made by the Trustee in accordance with the terms of such Act.

In any proration pursuant to this Section, the Trustee shall make such adjustments, reallocations and eliminations as it shall deem proper to the end that the principal amount of Obligations of such series or maturity within a series so prorated shall be equal to the greater of \$1,000 and the smallest authorized denomination of the Obligations of such series, or a multiple thereof, by increasing or decreasing or eliminating the amount which would be allocable to any Holder on the basis of exact proportion by an amount not exceeding such prorated minimum. The Trustee in its discretion may determine the particular Obligations (if there is more than one) registered in the name of any Holder which are to be redeemed, in whole or in part.

The Trustee shall promptly notify the Company in writing of the Obligations selected for redemption and, in the case of any Obligation selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Obligations shall relate, in the case of any Obligation redeemed or to be redeemed only in part, to the portion of the principal of such Obligation which has been or is to be redeemed.

#### **Section 14.4 Notice of Redemption.**

Notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than thirty (30) nor more than sixty (60) days prior to the Redemption Date, to each Holder of Obligations of such series to be redeemed, at his address appearing in the Obligation Register.

All notices of redemption shall state:

- A. the CUSIP number (if any) of all Obligations to be redeemed,
- B. the Redemption Date,
- C. the Redemption Price,
- D. the principal amount of Obligations of each series to be redeemed, and, if less than all Outstanding Obligations of a series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Obligations of such series to be redeemed,
- E. that on the Redemption Date the Redemption Price of each of the Obligations to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said Redemption Date,
- F. the place or places where the Obligations of each series to be redeemed are to be surrendered for payment of the Redemption Price, which shall be the office or agency of the Company in each Place of Payment for such series,
- G. if it be the case, that such Obligations are to be redeemed by the application of certain specified Trust Moneys, and
- H. if it be the case, that such redemption is to satisfy sinking fund requirements.

Notice of redemption of Obligations to be redeemed at the election of the Company shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company. If the Company requests that the Trustee give such notice, the Company shall furnish such notice to the Trustee not less than five (5) business days prior to the date such notice is required to be given.

#### **Section 14.5 Deposit of Redemption Price.**

Prior to any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 13.3) an amount of money sufficient to pay the Redemption Price of all the Obligations which are to be redeemed on that date. Such money shall be held in trust for the benefit of the Persons entitled to such Redemption Price and shall not be deemed to be part of the Trust Estate or Trust Moneys.

Subject to the requirements of any Supplemental Indenture, the Company may determine what sinking fund requirements (if any) to apply redeemed Obligations against.

#### **Section 14.6 Obligations Payable on Redemption Date.**

Notice of redemption having been given as aforesaid, the Obligations so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified and from and after such date (unless the Company shall default in the payment of the Redemption Price) such Obligations shall cease to bear interest. Upon surrender of any such Obligation for redemption in accordance with said notice, such Obligation shall be paid by the Company at the Redemption Price. Installments of interest with a Stated Maturity on or prior to the Redemption Date shall be payable to the Holders of the Obligations registered as such on the relevant Record Dates according to the terms of such Obligations and the provisions of Section 3.9.

If any Obligation called for redemption shall not be so paid upon surrender thereof for redemption or as otherwise provided under Section 14.7 in lieu of surrender, the principal (and premium, if any) shall, until paid, bear interest from the Redemption Date at the rate prescribed therefor in the Obligation.

#### **Section 14.7 Obligations Redeemed in Part.**

Unless otherwise provided in any Supplemental Indenture, any Obligation which is to be redeemed only in part shall be surrendered at a Place of Payment therefor (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Obligation, without service charge, a new Obligation or Obligations of the same series and maturity of any authorized denomination or denominations as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Obligation so surrendered.

In lieu of surrender under the preceding paragraph, payment of the Redemption Price of a portion of any Obligation held in the Book-Entry System may be made directly to the Holder thereof without surrender thereof if there shall have been filed with the Trustee either (i) a written agreement between the Company and such Holder and, if such Holder is a nominee, the Person for whom such Holder is a nominee, that payment shall be so made and that such Holder will not sell, transfer or otherwise dispose of such Obligation unless prior to delivery thereof such Holder shall present such Obligation to the Trustee for notation thereon of the portion of the principal thereof redeemed or shall surrender such Obligation in exchange for a new Obligation or Obligations for the unredeemed balance of the principal of the surrendered Obligation or (ii) a certificate of the Company that such an agreement has been entered into and remains in force.

#### **Section 14.8    Applicability of Sections 14.8 Through 14.10.**

The provisions of Sections 14.8 through 14.10, inclusive, shall be applicable to any sinking fund for the retirement of Obligations except as otherwise specified as contemplated by Section 3.3 for Obligations of such series.

The minimum amount of any sinking fund payment provided for by the terms of Obligations of any series is herein referred to as a **“mandatory sinking fund payment,”** and any payment in excess of such minimum amount provided for by the terms of Obligations of any series is herein referred to as an **“optional sinking fund payment.”** If provided for by the terms of Obligations of any series, the cash amount of any sinking fund payment may be subject to reduction as provided in Section 14.9. Each sinking fund payment shall be applied to the redemption of Obligations of any series as provided for by the terms of Obligations of such series.

#### **Section 14.9    Satisfaction of Sinking Fund Payments with Obligations.**

The Company (1) may deliver Outstanding Obligations of a series (other than any previously called for redemption) and (2) may apply, as a credit, Obligations of a series which have been redeemed either at the election of the Company pursuant to the terms of such Obligations or through the application of permitted optional sinking fund payments pursuant to the terms of such Obligations, in each case in satisfaction of all or any part of any sinking fund payment with respect to the Obligations of such series required to be made pursuant to the terms of such Obligations as provided for by the terms of such series; **PROVIDED** that such Obligations have not been previously so credited. Such Obligations shall be received and credited for such purpose by the Trustee at the Redemption Price specified in such Obligations for redemption through operation of the sinking fund and the amount of such sinking fund payment shall be reduced accordingly.

#### **Section 14.10    Redemption of Obligations for Sinking Fund.**

Not less than sixty (60) days prior to each sinking fund payment date for any series of Obligations, the Company will deliver to the Trustee an Officers' Certificate specifying the amount of the next ensuing sinking fund payment for that series pursuant to the terms of that series, the portion thereof, if any, which is to be satisfied by payment of cash and the portion thereof, if any, which is to be satisfied by delivering and crediting Obligations of that series pursuant to Section 14.9 and will also deliver to the Trustee any Obligations to be so delivered. Not less than thirty (30) days before each such sinking fund payment date the Trustee shall select the Obligations to be redeemed upon such sinking fund payment date in the manner specified in Section 14.3 and cause notice of the redemption thereof to be given in the name of and at the expense of the Company in the manner provided in Section 14.4. Such notice having been duly given, the redemption of such Obligations shall be made upon the terms and in the manner stated in Sections 14.6 and 14.7. The Company shall prepare each such notice of redemption and furnish it to the Trustee not less than five (5) business days prior to the date such notice is required to be given.

## ARTICLE XV

### CONTROL OF PLEDGED SECURITIES

#### **Section 15.1 Pledged Securities Deposited with Trustee.**

Any Stock and certificates representing the same and any obligations and indebtedness and evidences thereof and any other securities which are at the time deposited with the Trustee or required to be deposited and pledged with the Trustee, except Undesignated Qualifying Securities and Designated Qualifying Securities, are herein sometimes collectively called the “Pledged Securities.”

As and when any Pledged Securities shall come into the possession of the Company or under its control, the Company shall forthwith deposit and pledge the same with the Trustee, together with such proper instruments of assignment and transfer as the Trustee may reasonably require, which shall include express authority to the Trustee to vote any Stock included therein to the extent herein provided or permitted and to cause such authority to be recorded in the entry of transfer of such Stock on the books of the entity issuing the same.

The Trustee shall not be obliged at any time to accept any Pledged Securities or to cause or to permit a transfer thereof to be made to it, if, in the opinion of the Trustee, such action would subject it to the risk of any liability or expense, unless the Trustee shall be indemnified to its satisfaction for so doing. The Trustee shall have no responsibility for ascertaining the validity or priority of such pledge, or for making any filings in connection therewith.

The Trustee shall not be under any duty to examine into or pass upon the validity or genuineness of any of the Pledged Securities. The Trustee shall be entitled to assume that any Pledged Securities are genuine and valid and what they purport to be and that any endorsements or assignments thereof are genuine and valid.

#### **Section 15.2 Form of Holding.**

The Trustee may hold any Pledged Securities in bearer form or in the name of the Trustee or any nominee or nominees of the Trustee or (unless an Event of Default exists or the Holders of a majority in principal amount of the Obligations then Outstanding otherwise direct) in the name of the Company or any nominee or nominees of the Company, endorsed or assigned in blank or in favor of the Trustee. The Trustee may deliver any of the Pledged Securities to the Company for a period of not more than twenty-one (21) days or to the issuer thereof for the purpose of making exchanges or registrations of transfers or for such other purposes in furtherance of this trust as the Trustee may deem advisable.

#### **Section 15.3 Right of Trustee to Preserve Issuers; Directors' Qualifying Shares.**

The Trustee may do whatever in its judgment may be necessary for the purpose of preserving or extending the legal existence of any entity whose Stock is included in the Pledged

Securities, but (subject to Section 9.1) it shall be under no duty to take any action in respect thereof. Upon Company Request stating that the Company has no shares for the purpose under its control other than shares held hereunder, the Trustee shall transfer or permit the Company to transfer as many shares of stock as may be necessary to qualify the requisite number of persons to act as directors of or in any other official relation to the corporation issuing such shares; **PROVIDED, HOWEVER**, that no such transfer of the stock of any Pledged Subsidiary shall be made which would change the status of the issuing corporation as a Pledged Subsidiary. In every such case the Trustee may make such arrangements as it shall deem necessary for the protection of the trust hereunder in respect of the shares so transferred. While such shares remain so transferred they shall not be deemed to be Pledged Securities, but when such shares are no longer needed for such qualification purposes they shall immediately be redeposited and repledged and thereupon again become Pledged Securities.

#### **Section 15.4 Income Before Event of Default.**

Unless an Event of Default exists, the Company from time to time shall be entitled to receive and collect for its own use all interest paid on any Pledged Security (other than any such interest which shall have been collected or paid out of the proceeds of any sale or condemnation or expropriation of any property covered by a mortgage or other lien securing such Pledged Security) and all dividends on any Pledged Security which are paid in cash out of the net profits or earned surplus of the issuing corporation accrued since the date of deposit and pledge of such Pledged Security with the Trustee hereunder. The Trustee from time to time shall execute and deliver upon Company Request suitable orders in favor of the Company or its nominee for the payment of such interest and cash dividends and shall deliver upon Company Request any and all coupons held by the Trustee representing such interest as the date of the maturity thereof approaches. The Trustee shall likewise pay over all sums which are received or collected by it as such interest or cash dividends. Until actually paid, all rights to such interest or cash dividends shall remain subject to the lien hereof.

The Trustee shall be entitled (subject to Section 9.1) to assume that any cash dividend received by it on any Pledged Security is paid out of the net profits or earned surplus of the issuing corporation accrued since the date of deposit and pledge of such Pledged Security with the Trustee hereunder and that any interest has not been collected or paid out of the proceeds of any such sale or condemnation or expropriation, unless and until notified in writing to the contrary by any Holder or the Company or the person making such payment, in which event the Trustee may (subject to Section 9.1) accept an Officers' Certificate stating any pertinent facts in connection with any such dividend or interest as conclusive evidence of such facts.

#### **Section 15.5 Income After Event of Default.**

If an Event of Default exists, in addition to the other remedies herein provided, the Trustee shall collect and receive all interest and dividends on Pledged Securities and shall cancel and revoke all interest and dividend orders in favor of the Company or its nominee. All money so received by the Trustee which, in the absence of an Event of Default, would be receivable by the Company under Section 15.4, shall be applied in accordance with Section 8.7.

In every such case, after all Events of Default have been cured, the right of the Company to receive and collect interest and dividends, and the duty of the Trustee with respect thereto, under Section 15.4, shall revive and continue; and the Trustee shall pay over upon Company Request any such interest or dividends received by it which, in the absence of an Event of Default, would be receivable by the Company under Section 15.4 and then remain unexpended in its hands.

#### **Section 15.6 Principal and Other Payments.**

In case any sum shall be paid on account of

- A. the principal of (or premium, if any, on) any Pledged Security, or
- B. any dividend upon any Pledged Security other than a cash dividend paid out of the net profits or earned surplus of the issuing corporation accrued since the date of deposit and pledge of such Pledged Security with the Trustee hereunder, or
- C. the liquidation or dissolution or reduction of capital of the corporation issuing any Pledged Security, or
- D. interest on any Pledged Security which shall have been collected or paid out of the proceeds of any sale or condemnation or expropriation of any property covered by a mortgage or other lien securing such Pledged Security, or in case any other distribution (including stock dividends but excluding any dividend excluded by Subsection B) shall be made in respect of any Pledged Security, such sum or other distribution shall be paid or delivered to the Trustee to be held as a part of the Trust Estate.

In case the Company or the Trustee shall receive rights to subscribe to additional securities in respect of any Pledged Securities, the Company may exercise or (subject to Section 15.8) sell such rights in its discretion, **PROVIDED, HOWEVER**, that (i) all securities acquired by exercise of such rights shall forthwith be deposited and pledged with the Trustee hereunder, (ii) all net proceeds from the sale of any such rights shall forthwith be paid to the Trustee, (iii) if the Company shall not have elected to exercise or sell such rights by the fifth (5th) business day prior to the expiration thereof, it shall give the Trustee notice thereof and the Trustee shall forthwith sell or, in the event that Section 15.8 is applicable, may exercise such rights in such manner as in its uncontrolled discretion it may deem advisable and (iv) if an Event of Default exists, the Trustee shall be entitled at any time in its discretion to exercise or sell such rights.

#### **Section 15.7 Voting.**

Unless an Event of Default exists, the Company shall have the right to vote and give consents with respect to all Pledged Securities and from time to time, in case any Pledged Securities have been transferred into the name of the Trustee or its nominee or nominees, the Trustee, upon Company Request, shall execute and deliver or cause to be executed and delivered to the Company or its nominee appropriate powers of attorney or proxies to vote such Pledged



Securities or to execute a waiver or consent with respect thereto, for such purpose or purposes as may be specified in such request; **PROVIDED, HOWEVER**, that such right of the Company shall not include (and every such power of attorney or proxy shall be limited, either generally or specifically, to provide in effect that the powers thereby conferred do not include) any power to vote for or to authorize or consent to any act or thing inconsistent with or in avoidance of the Company's obligations under this Indenture.

If an Event of Default exists, the Trustee may in its discretion, and if requested by the Holders of a majority in principal amount of the Obligations then Outstanding and provided with indemnity reasonably satisfactory to it shall, revoke all such powers of attorney and proxies and the Trustee may in its discretion vote and exercise, or cause the nominee or nominees of the Trustee to vote and exercise, all the powers of an owner with respect to any Pledged Securities. In so voting and exercising the powers of an owner with respect to any Pledged Securities, the Trustee shall not be required to attend any meeting of security holders, but the Trustee may vote or act by power of attorney or proxy and such power of attorney or proxy may be granted to any person selected by the Trustee, including an Officer of the Company. The Trustee may so vote and exercise the powers of an owner with respect to any Pledged Securities for any purpose or purposes which the Trustee, in its discretion, shall deem advisable and in the interest of the Holders, whether or not such action may involve a change in the character of any Pledged Security or in the corporate identity or business of the issuer thereof or in the proportionate interest or voting power represented by such security. In every such case, after all Events of Default have been cured, the right of the Company to vote and give consents with respect to the Pledged Securities, and the duty of the Trustee to execute powers of attorney and proxies as hereinabove provided, shall revive and continue.

#### **Section 15.8 Limitations on Issue of Voting Stock or Grant of Membership Interests of Pledged Subsidiaries.**

The Company will not permit any Pledged Subsidiary to issue any additional shares of Voting Stock, other than stock dividends, unless simultaneously there shall be made effective provision that certificates for all such additional Voting Stock, forthwith upon the issue thereof, will be deposited and pledged with the Trustee; **PROVIDED, HOWEVER**, that, if the, holders of any stock of such Pledged Subsidiary not then included in the Pledged Securities shall have a preemptive right to subscribe for and purchase their pro rata share of such additional shares of Voting Stock, then such part of such additional shares as shall be actually subscribed for and purchased by such stockholders pursuant to such preemptive right may be issued to them and need not be deposited and pledged with the Trustee. The Company will not permit any Pledged Subsidiary to grant any additional membership interests, unless simultaneously there shall be made effective provision that certificates evidencing all such additional membership interests, forthwith upon the granting thereof, will be deposited and pledged with the Trustee.

**Section 15.9 Increase, Reduction or Reclassification of Stock; Dissolution; Consolidation, etc.**

Except as otherwise provided in Article XIII or this Article, the capital stock of any corporation whose shares are included in the Pledged Securities may be increased (subject to Section 15.8) or reduced or reclassified (other than a reclassification resulting in the creation of a preferred stock of any Pledged Subsidiary or a reclassification reducing the proportionate voting power of any Pledged Securities in any corporation) and any such corporation may be dissolved; **PROVIDED, HOWEVER**, that effective provision shall (to the extent the Company has any control of such matters) be made that, in the case of any such increase, whether by stock dividend or otherwise (subject to Section 15.8), certificates for such part of each class of additional stock as shall be proportionate to the part of the entire issued and outstanding capital stock of such class of such corporation previously deposited and pledged with the Trustee and, in the case of any such reclassification, any distribution in connection therewith shall be deposited and pledged with the Trustee and that, in the case of any such reduction, there shall continue to be deposited and pledged with the Trustee certificates for not less than the same proportion of such class of capital stock deposited and pledged with the Trustee before such reduction. The Trustee may make any exchange, substitution, cancellation or surrender of certificates of stock held by it for the purpose of such increase, reduction, reclassification or dissolution. Prior to any such cancellation or surrender of stock certificates for the purpose of dissolution, the share, if any, of all the assets of the corporation so dissolved which is distributable in respect of the Pledged Securities (excluding Excepted Property) shall be subjected to the lien of this Indenture. The Trustee shall be entitled to receive and shall (subject to Section 9.1) be fully protected in relying upon an Officers' Certificate as to the amount of the share of the assets of any corporation dissolved as aforesaid which is so distributable to the holder of such Pledged Securities.

The deposit and pledge with the Trustee at any time of any shares of stock of any corporation shall not prevent any one or more of the following transactions:

A. subject to the provisions of Articles XI and XII, the merger or consolidation of any Pledged Subsidiary into or with the Company or the conveyance or transfer of all or any of the assets of any Pledged Subsidiary to the Company, or

B. the merger or consolidation of any corporation, any of whose shares may be Pledged Securities, into or with any other corporation other than the Company, or the conveyance or transfer of all or any of the assets of any corporation, any of whose shares may be Pledged Securities, to any other corporation other than the Company; **PROVIDED, HOWEVER**, that no such action involving a Pledged Subsidiary shall be taken unless the corporation resulting from such consolidation, or into which such merger shall be made, or which shall have acquired the assets of a Pledged Subsidiary, shall thereupon be a Pledged Wholly-Owned Subsidiary.

#### **Section 15.10 Enforcement.**

In case default shall be made in the payment of the principal of or interest on any Pledged Security or in the due performance of any covenant contained in any Pledged Security or the instrument securing the same, then and in any such case (without prejudice, however, to any right to claim a default under this Indenture or to assert any right consequent upon such default) the Trustee, upon Company Request, may, in its discretion and upon receipt of indemnity to its satisfaction, cause, or join with other owners of like securities in causing, such proceedings as may be approved by the Trustee to be instituted and prosecuted to collect such principal and interest or enforce the performance of such covenant. If an Event of Default exists, the Trustee may, and upon the written request of the Holders of a majority in principal amount of the Obligations then Outstanding shall, upon receipt of indemnity to its satisfaction, institute such proceedings without Company Request.

#### **Section 15.11 Acquisition of Property of Issuers of Pledged Securities.**

In case, at any time, all or any of the property of any corporation, any of whose securities are at the time Pledged Securities, shall be sold upon insolvency or foreclosure or otherwise, then and in such event, if the property of such corporation or the property sold can be acquired by crediting on any of the Pledged Securities any sum accruing or to be received thereon out of the proceeds of such property, the Trustee in its discretion may, and if requested by Company Request or by the Holders of a majority in principal amount of the Obligations then Outstanding and provided by the Company or such Holders with indemnity reasonably satisfactory to it and the amount of any cash necessary therefor shall, purchase such property or cause the same to be purchased, either in the name of the Trustee or the Company or a purchasing trustee or trustees as the Trustee may determine, and shall use or permit the Company or such purchasing trustees to use such Pledged Securities so far as necessary to make payment for such property. In case of any such purchase the Trustee shall take such steps as it may deem proper to cause the property so purchased to be vested in the Company subject to the lien of this Indenture, or in some other corporation organized or to be organized with power to acquire and manage such property, or partly in the Company and partly in such other corporation, as the Company may deem advisable, **PROVIDED** that all debt of such corporation with a maturity more than one year from date of issuance (except such, if any, as shall represent a lien existing upon the property at the time it was acquired) and certificates for all the capital stock (except directors' qualifying shares) of such corporation shall be deposited and pledged with the Trustee. In case the property so sold shall not be purchased in the manner hereinabove in this Section provided, the Trustee shall receive the proceeds of sale accruing on and apportioned to such Pledged Securities and such proceeds shall be held and paid over or applied by the Trustee as provided in Article VI.

#### **Section 15.12 Reorganization.**

With Company Consent, the Trustee may join in any plan of voluntary or involuntary reorganization or readjustment or rearrangement in respect of any Pledged Securities and may accept or authorize the acceptance of new securities issued in exchange therefor under any such

plan. If an Event of Default exists, the Trustee shall be entitled to take such steps without Company Consent.

Any new securities so issued shall be deposited and pledged with the Trustee under this Indenture. If the Trustee does not join in such plan or reorganization or readjustment or rearrangement, the Trustee shall receive any moneys accruing on or apportioned to such Pledged Securities and such moneys shall be held and paid over or applied by the Trustee as provided in Article VI.

### **Section 15.13 Renewal and Refunding.**

Nothing contained in this Article shall prevent

A. the renewal or extension, without impairment of lien or security, at the same or at a lower or higher rate of interest, of any of the obligations or indebtedness of any corporation included in the Pledged Securities, or

B. the issue in substitution for any such obligations or indebtedness of other obligations or indebtedness of such corporation for equivalent amounts and of substantially equal or superior rank as to security, if any;

**PROVIDED, HOWEVER,** that every such obligation or indebtedness as so renewed or extended shall continue to be subject to the lien hereof and every substituted obligation or indebtedness and the evidence thereof shall be deposited and pledged with the Trustee. Except as otherwise provided in Article XIII, unless an Event of Default exists, the Trustee upon receipt of a Company Request shall, and if an Event of Default exists the Trustee may without such Company Request, consent to any such renewal, extension or substitution.

### **Section 15.14 Expenses.**

On demand of the Trustee, the Company forthwith will pay or satisfactorily provide for all expenses incurred by the Trustee under this Article, including all expenditures (except as otherwise provided in Section 15.11) made to acquire the ownership and title to any property which the Trustee shall purchase or shall cause or authorize to be purchased under this Article. Without impairment of or prejudice to any of its rights hereunder by reason of any default of the Company, the Trustee in its discretion may (but shall not be obligated to) advance all such expenses and other sums required or may procure such advances to be made by others. The Company will repay all such advances, with interest thereon at the rate of 10% per annum, and for all such advances the Trustee shall be secured by a lien on the Trust Estate prior to the Obligations. For the repayment of all such advances the Trustee shall have the right to use and apply any Trust Moneys held by it under Article VI as part of the Trust Estate.

### **Section 15.15 Opinion of Counsel.**

The Trustee shall be entitled, before taking any action under this Article, to receive an Opinion of Counsel stating the legal effect of any transaction relating to the Pledged Securities and the steps necessary to be taken to consummate the same and stating also that such action is in compliance with the provisions hereof and will not impair the security of the Holders hereunder in contravention of the provisions hereof. Such Opinion of Counsel shall (subject to Section 9.1) be full protection to the Trustee for any action taken or omitted to be taken by it in reliance thereon.

## **ARTICLE XVI**

### **QUALIFYING SECURITIES; QUALIFYING SECURITIES INDENTURES**

#### **Section 16.1 Registration and Ownership of Designated Qualifying Securities.**

Designated Qualifying Securities delivered to the Trustee pursuant to Sections 4.4, 4.6, 4.8, 5.2, 6.4 and 16.3 shall be registered in the name of the Trustee or its nominee and shall be owned and held by the Trustee, subject to the provisions of this Indenture, for the benefit of the Holders of all Obligations from time to time Outstanding, and the Company shall have no interest therein. The Trustee shall be entitled to exercise all rights of security holders under each Qualifying Securities Indenture in its discretion except as otherwise provided in this Article or in Article VIII.

#### **Section 16.2 Payments on Qualifying Securities.**

Unless an Event of Default shall have occurred and be continuing:

A. Any payment of principal of Designated Qualifying Securities shall be applied by the Trustee to the payment of the principal of the Obligations which were authenticated and delivered on the basis of such Qualifying Securities which is then due, and, to the extent of such application, the obligation of the Company to make such payment in respect of such Obligations shall be deemed to have been satisfied and discharged;

B. If, at the time of any such payment of principal of Designated Qualifying Securities, the principal then due in respect of the Obligations which were authenticated and delivered on the basis of such Qualifying Securities, if any, shall be less than such payment, the excess of such payment shall constitute Trust Moneys and shall be held by the Trustee as part of the Trust Estate, to be withdrawn, used or applied in the manner, to the extent and for the purposes, and subject to the conditions, provided in Article VI. Any Outstanding Obligations, which were authenticated and delivered on the basis of Designated Qualifying Securities which have been paid, shall be thereafter deemed not to have been authenticated and delivered on the basis of Designated Qualifying Securities;

C. Any payment of premium or interest on Designated Qualifying Securities shall be applied by the Trustee to the payment of premium or interest, as the case may be, on the Obligations which were authenticated and delivered on the basis of such Designated Qualifying Securities, if any, which is then due, and, to the extent of such application, the obligation of the Company to make such payment in respect of such Obligations shall be deemed to have been satisfied and discharged;

D. If, at the time of any such payment of premium or interest on Designated Qualifying Securities, the premium or interest, as the case may be, then due in respect of the Obligations which were authenticated and delivered on the basis of such Designated Qualifying Securities, if any, shall be less than such payment, the excess of such payment shall be remitted to the Company upon receipt by the Trustee of a Company Request requesting the same; and

E. Any payment to the Trustee of principal of, or premium or interest on, any Undesignated Qualifying Securities shall be remitted to the Company upon receipt by the Trustee of a Company Request requesting the same.

### **Section 16.3 Surrender or Redesignation of Designated Qualifying Securities.**

A. At the time any Obligations of any series, which shall have been authenticated and delivered upon the basis of the issuance and delivery to the Trustee of Designated Qualifying Securities, shall cease to be Outstanding (other than as a result of the application of the proceeds of the payment or redemption of such Designated Qualifying Securities), the Company, by notice to the Trustee, may designate an equal principal amount of such Designated Qualifying Securities as Undesignated Qualifying Securities.

B. Upon Company Request, the Trustee shall surrender for cancellation any Undesignated Qualifying Securities. Upon Company Request and receipt of the opinions required by paragraphs F and G of Section 4.4, the Trustee shall surrender for cancellation any Designated Qualifying Securities specified in such request in exchange for an equal principal amount of substitute Qualifying Securities, which substitute Qualifying Securities shall comply with Section 4.4C (except that, if the Designated Qualifying Securities to be surrendered were delivered other than as the basis for the authentication and delivery of Additional Obligations, the maturity date or dates for such substitute Qualifying Securities may be as determined by the Company) and which the Company shall designate as the basis for such surrender. Upon receipt of a notice of an event of default under a Qualifying Securities Indenture, the Trustee shall surrender for cancellation all Undesignated Qualifying Securities issued under such Qualifying Securities Indenture. Upon receipt of a notice of a meeting of bondholders under a Qualifying Securities Indenture, the Trustee shall surrender for cancellation all Undesignated Qualifying Securities issued under such Qualifying Securities Indenture.

C. Upon delivery to the Trustee of (i) the relevant documents specified in paragraphs B through H, inclusive, of Section 4.2 for delivery whenever requesting the use of Bondable Additions as the basis for the surrender or redesignation of Designated Qualifying Securities, or (ii) the relevant documents and Obligations specified in paragraphs B, D and E of Section 4.3 for

the delivery to the Trustee whenever requesting the use of retired or defeased Obligations or payments on Obligations as the basis for the surrender or redesignation of Designated Qualifying Securities, in each case with such omissions and variations as are appropriate in view of the fact that the Application involves the surrender or redesignation of Designated Qualifying Securities and not the authentication and delivery of Additional Obligations, and in each case together with an Opinion of Counsel stating that all conditions precedent provided for in this Indenture relating to such surrender or redesignation of Qualifying Securities have been complied with, the Trustee shall, upon Company Request surrender to the Company or redesignate Designated Qualifying Securities as Undesignated Qualifying Securities in a principal amount equal to the principal amount of the Obligations that could have been issued on the basis thereof. Upon receipt by the Trustee of the documents specified in this Section, all Obligations then Outstanding which were authenticated and delivered on the basis of such surrendered or redesignated Qualifying Securities shall thereafter be deemed not to have been authenticated and delivered on the basis of Designated Qualifying Securities.

#### **Section 16.4 No Transfer of Qualifying Securities.**

Except as provided in Section 16.3 or if an Event of Default exists, the Trustee shall not sell, assign or otherwise transfer any Qualifying Securities issued and delivered to it except to a successor trustee under this Indenture.

#### **Section 16.5 Voting of Qualifying Securities**

The Trustee shall, as a holder of Qualifying Securities Outstanding under each Qualifying Securities Indenture, attend such meeting or meetings of bondholders under such Qualifying Securities Indenture, or, at its option, deliver its proxy in connection therewith, as relate to matters with respect to which it is entitled to vote or consent. So long as no Event of Default shall have occurred and be continuing, either at any such meeting or meetings, or otherwise when the consent of the holders of the Qualifying Securities Outstanding under any Qualifying Securities Indenture is sought without a meeting, the Trustee shall vote as holder of such Qualifying Securities, or shall consent with respect thereto. The Trustee shall vote all Qualifying Securities Outstanding under such Qualifying Securities Indenture then held by it, or consent with respect thereto, as the Trustee reasonably believes will be in the best interests of the Holders; **PROVIDED, HOWEVER**, that the Trustee shall not so vote in favor of, or so consent to, any amendment or modification of a Qualifying Securities Indenture which, if it were an amendment or modification of this Indenture, would require the consent of Holders, without the prior consent, obtained in the manner prescribed in Section 12.2, of Holders of Securities which would be required under Section 12.2 for such an amendment or modification of this Indenture.

#### **Section 16.6 Reorganization.**

With Company Consent, the Trustee may join in any plan of voluntary or involuntary reorganization or readjustment or rearrangement in respect of any Qualifying Securities and may accept or authorize the acceptance of new securities issued in exchange therefor under any such

plan. If an Event of Default exists, the Trustee shall be entitled to take such steps without Company Consent.

Any new securities so issued shall be deposited and pledged with the Trustee under this Indenture. If the Trustee does not join in such plan or reorganization or readjustment or rearrangement, the Trustee shall receive any moneys accruing on or apportioned to such Qualifying Securities and such moneys shall be held and paid over or applied by the Trustee as provided in Article VI.

\* \* \* \*

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

(Signatures begin on next page.)

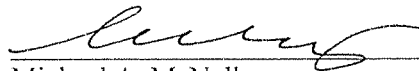


IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed under seal as of the day and year first above written.


Company:

**EAST KENTUCKY POWER  
COOPERATIVE, INC.**, a corporation  
organized under the laws of the  
Commonwealth of Kentucky

By:

  
\_\_\_\_\_  
Michael A. McNalley  
Executive Vice President and Chief  
Financial Officer

Signed, sealed and delivered  
By the Company in the presence of:

Attest:   
\_\_\_\_\_  
A. L. Rosenberger  
Secretary-Treasurer

[Corporate Seal]

(Signatures continued on next page.)

(Signatures continued from previous page.)

ACKNOWLEDGMENT

Commonwealth of Kentucky        )  
  )        ss.:  
County of Clark                         )

Subscribed, sworn to and acknowledged before me on September 28, 2012, the undersigned, a Notary Public in and for said County and Commonwealth, by Michael A. McNalley, known to me to be the Executive Vice President and Chief Financial Officer of East Kentucky Power Cooperative, Inc., a Commonwealth of Kentucky corporation, and who acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

Jeni K. Combs  
Notary Public  
My Commission Expires: 12/20/12  
Notary ID, if any: \_\_\_\_\_

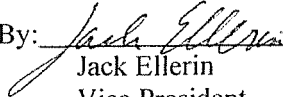
[Notarial Seal]

(Signatures continued on next page.)

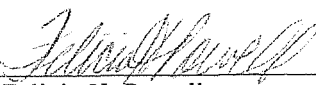
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Trustee:

**U.S. BANK NATIONAL  
ASSOCIATION**, a national banking  
association

By:  \_\_\_\_\_  
Jack Ellerin  
Vice President

Signed and delivered  
By the Trustee in the presence of:

Attest:  \_\_\_\_\_  
Felicia H. Powell  
Assistant Vice President


(Signatures continued on next page.)

(Signatures continued from previous page.)

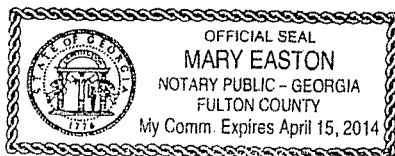
**ACKNOWLEDGMENT**

State of Georgia            )  
  )     ss.:  
County of Fulton         )

Subscribed, sworn to and acknowledged before me on October 5, 2012, the undersigned, a Notary Public in and for said County and State, by Jack Ellerin and Felicia H. Powell, known to me to be the Vice President and Assistant Vice President, respectively, of U.S. Bank National Association, a national banking association, and who acknowledged the execution of the foregoing instrument for and on behalf of said banking association.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Notary ID, if any: \_\_\_\_\_

[Notarial Seal]



**INDENTURE  
EXHIBIT A**

**EXHIBIT A  
SCHEDULE OF REAL PROPERTY**

All fee and leasehold and other interests in real property of the Company (other than Excepted Property and Excludable Property), including, without limitation, any electric generating plant sites, substation sites, capacitor sites, office sites, microwave tower sites, communication sites, warehouse sites and electric transmission and distribution line corridors, now owned or hereafter acquired by the Company (whether or not this Exhibit A shall have been supplemented or amended to include a description of such after-acquired property) and located in the Commonwealth of Kentucky in the Counties of Adair, Anderson, Barren, Bath, Boone, Boyle, Bourbon, Bracken, Breathitt, Bullett, Campbell, Carroll, Carter, Casey, Clark, Clay, Clinton, Elliott, Estill, Fayette, Fleming, Floyd, Franklin, Gallatin, Garrard, Grant, Green, Greenup, Harlan, Hardin, Harrison, Hart, Henry, Jackson, Jessamine, Johnson, Kenton, Knox, Larue, Laurel, Lawrence, Lee, Letcher, Lewis, Lincoln, Madison, Magoffin, Marion, Martin, Mason, McCreary, Menifee, Mercer, Metcalfe, Montgomery, Morgan, Nelson, Nicholas, Owen, Owsley, Pendleton, Powell, Pulaski, Robertson, Rockcastle, Rowan, Russell, Scott, Shelby, Spenser, Taylor, Trimble, Washington, Wayne, Whitley and Wolfe, or the State of Ohio in the County of Brown, or hereafter acquired by the Company, wherever located, and including the following described property:

**DESCRIPTION**

**Parcel No.**

1. All that tract of land known as the Albany Substation Site and located approximately 1/4 mile North of Albany on Highway 90, consisting of 1.0 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 51, Page 201, Clinton County Clerk's Office.
2. All that tract of land known as the Alcan Substation Site and located on the east side of Mayde Road, approximately .3 mile North of Highway 595, consisting of 1.29 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Alcan Aluminum Corporation by deed dated January 20, 1989, and recorded in Deed Book 397, Page 33, Madison County Clerk's Office.
3. All that tract of land known as the Alex Creek Substation and located on Alex Creek Road, in Knox County, Kentucky, consisting of 0.931 acres, more or less, and being conveyed to East Kentucky Power Cooperative, Inc., from Otis Sizemore, single, by deed dated September 28, 2006 and recorded in Deed Book 360 at page 175, and from Ray Grubb, et ux by deed

dated July 3, 2006, and recorded in Deed Book 360, Page 171, Knox County Clerk's Office.

4. All that tract of land known as the Annville Substation site and located on the waters of Pond Creek of Rockcastle River, and on the South side of State Highway #30, being conveyed to East Kentucky RECC from Ray Clemons by deed dated July 8, 1998, and recorded in Deed Book 151, Page 741, Jackson County Clerk's Office. Original consisting of 56.48 acres.

LESS and EXCEPT the following three outsales:

- 1) 12.73 acres from East Kentucky Power Cooperative, Inc. to Knotwood Craftman Investment Corporation by deed dated December 21, 2005, and recorded in Deed Book 179, Page 152. As corrected by deed of correction dated October 4, 2006, recorded in Deed Book 182, Page 21;
- 2) 9.87 acres from East Kentucky Power Cooperative, Inc. to Knotwood Craftman Investment Corporation by deed dated October 4, 2006, and recorded in Deed Book 182, Page 17; and
- 3) 3.500 acres from East Kentucky Power Cooperative, Inc. to 3 AJC by deed dated May 18, 2007, and recorded in Deed Book 184, Page 187.

All three outsales being of record in the Jackson County Clerk's Office.

5. All that tract of land known as the Argentum Substation site and located approximately 9 miles South of South Shore on Highway 7, consisting of .99 acre, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 230, Page 473, Greenup County Clerk's Office.
6. All that tract of land known as the Ark Land Substation Site and located on the North side of Colliers Creek Road, 1 mile Southeast of Highway 119, consisting of .53 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Ark Land Company by deed dated January 2, 1990, and recorded in Deed Book 293, Page 15, Letcher County Clerk's Office.
7. All that tract of land known as the Asahi Motor Wheel site and located on the east side of Kentucky #461, north of Somerset, consisting of 0.497 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Asahi Motor Wheel Company, Inc. by deed dated July 13, 1989, and recorded in Deed Book 482, Page 26, Pulaski County Clerk's Office.

8. All that tract of land known as the Athertonville Substation Lot and located 9 miles Northeast of Hodgenville on Highway 31E, consisting of .037 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 85, Page 46, Larue County Clerk's Office.
9. All that tract of land known as the Avon Switching Station Lot and located on the north side of US 60 approximately 7 miles West of Winchester, consisting of 16.971 acres, and being conveyed to East Kentucky RECC from A.B. and Elizabeth Gay by deed dated January 23, 1964, and recorded in Deed Book 788, Page 20, Fayette County Court Clerk's Office and to East Kentucky Power Cooperative, Inc. from Augustus B. Gay by deed dated August 7, 1978, and recorded in Deed Book 1205, Page 444, Fayette County Clerk's Office.
10. All that tract of land known as the Ault Microwave site and Access Easement located on Dewey Garris Road (aka Garris Ridge Road) in Elliott County containing 0.147 acres and being conveyed from Timothy E. Harris and Angela D. Harris, his wife, to East Kentucky Power Cooperative, Inc., by deed dated March 15, 2002, and recorded in Deed Book 96, Page 554, Elliott County Clerk's Office.
11. All that tract of land known as the Bacon Creek Substation site and located along Old Bacon Creek Road, approximately 1.8 miles southwest of Corbin, consisting of 1.243 acres, being conveyed to East Kentucky RECC from Bacon Creek Baptist Church by deed dated October 7, 1999, and recorded in Deed Book 413, Page 109, and from Union Planters Bank, by deed dated October 31, 2002 and recorded in Deed Book 440, Page 74, both in the Whitley County Clerk's Office.
12. All that tract of land known as the Badger Microwave Tower site and located in Taylor County and being conveyed to East Kentucky RECC from Johnie R. and Ester Sprowles by deed dated May 19, 1967, and recorded in Miscellaneous Book 6, Page 163, Taylor County Clerk's Office.
13. All that tract of land known as the Baker Lane Substation site designated as parcel #12 and located in Jessamine County on Baker Lane, and being conveyed to East Kentucky Power Cooperative, Inc. from Kentucky Utilities Company, by deed dated December 11, 2000, and recorded in Deed Book 440, Page 250, Jessamine County Clerk's Office.
14. All that tract of land known as the Ballard Substation site and located West of Bryantsville, approximately 3 1/2 miles Northwest of the intersection of

Kentucky Highway 1355 and Fisher-Ford Road, consisting of 1.390 acres, and being conveyed to East Kentucky RECC from Cecil B. Rankin, et al, by deed dated August 31, 1972, and recorded in Deed Book 102, Page 529, Garrard County Clerk's Office.

15. All that tract of land known as the Balltown Substation site and located on the Southeast side of Kentucky 46 East of Balltown, consisting of 2.344 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 610, Nelson County Clerk's Office.
16. All that tract of land known as the Bank Lick Substation site and located on Wilson Road approximately 9 miles from Highway 16 near Nicholson, consisting of 1.145 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 151, Page 236, Kenton County Clerk's Office.
17. All that tract of land known as the Bank Lick Substation site and located on at the intersection of Wilson Road and Bramlage Road about 1.2 miles Northwest of Nicholson, consisting of 1.063 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated April 7, 1997, and recorded in Deed Book I-1195 at Page 244, Kenton County Clerk's Office.
18. All that tract of land known as the Bardstown Office Building site and located in Nelson County on the West side of Highway 31E approximately 1 miles South of Central Kentucky Turnpike, consisting of approximately 1.5 acres more or less, and being conveyed to East Kentucky RECC from J. A. and Gertrude Wathen, and Paul Wathen, single, by Deed dated April 29, 1965 and recorded in Deed Book 151, Page 186, Nelson County Clerk's Office.
19. All that tract of land known as the Bardstown Microwave Tower site and located in Nelson County and being conveyed to East Kentucky RECC from W.S. and Myrtle Nicholls by easement dated December 20, 1955, and recorded in Deed Book 131, Page 507, Nelson County Clerk's Office.
20. All that tract of land known as the Bardstown Pole Yard site and located about 225 feet northwest of U.S. Highway 31-E, 0.4 mile southwest of the Bluegrass Parkway Exit, approximately 2.3 miles southwest of Bardstown Court Square, and being conveyed to East Kentucky Power Cooperative, Inc. from Joe L. Thompson and Charleen Thompson by deed dated March 30, 1999, and recorded in Deed Book 355, Page 752, Nelson County Clerk's Office.



21. All that tract of land known as the Bardstown Shopping Center Substation site and located near the East city limits of Bardstown and lying East of Bardstown Plaza Shopping Center, consisting of 0.45 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 610, Nelson County Clerk's Office.
22. All that tract of land known as the Barren County Switching Station (Cave City) site and located on the south side of the old Cave City-Glasgow Road, approximately 3-3/4 miles east of Cave City and further being 1/4 mile north of Kentucky State Highway 70, in Barren County, consisting of 4.82 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Edwin B. Parrish by deed dated August 12, 1975, and recorded in Deed Book 199, Page 788, Barren County Clerk's Office.
23. All that tract of land known as the Bass Substation site and located on Liberty Highway 70, consisting of 0.602 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 122, Page 131, Casey County Clerk's Office.
24. All that tract of land known as the Bavarian Landfill Gas Plant site located in Boone County and conveyed by Bavarian Trucking Co., Inc., dba Bavarian Waste Services to East Kentucky Power Cooperative, Inc., by unrecorded Site Lease Agreement dated August 28, 2002.
25. All that tract of land known as the Bavarian Substation site and located at Boone County, Kentucky, along McCoys Fork and KY Highway 1292, consisting of 1.182 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Bavarian Trucking Company, Inc. by deed dated March 25, 2003, and recorded in Deed Book 852 at Page 797, Boone County Clerk's Office.
26. All that tract of land known as the Bay West Substation site and in the Harrodsburg-Mercer Industrial Park northwest of Moberly Road, consisting of 1.5 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Bay West Paper Corporation by deed dated February 7, 1995, and recorded in Deed Book 254, Page 29, Mercer County Clerk's Office.
27. All that tract of land known as the Beam Substation site and located near Clermont on the Southeast corner of the junction of two county roads, consisting of 2.420 acres, and being conveyed to East Kentucky Power

- Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
28. All that tract of land known as the Beattyville Substation site and located approximately 2 miles Northeast of Beattyville on Highway 52, consisting of 1.899 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 87, Page 689, Lee County Clerk's Office.
  29. All that tract of land known as the Becknerville Substation site consisting of 3.662 acres and located in Clark County, on or near Combs Ferry Road, being conveyed to East Kentucky Power Cooperative from Porter Allen Corum by deed dated January 17<sup>th</sup>, 2012 and recorded in Deed Book 478, Page 299, Clark County Clerk's Office.
  30. All that tract of land known as the Beckton Junction Switching Station site consisting of 2.755 acres and located near Kentucky Highway 63, about 2.0 miles south of Glasgow, being conveyed to East Kentucky Power Cooperative, Inc. from Ruthine E. Nuckols by deed dated August 12 1998, and recorded in Deed Book 239, Page 297, Barren County Clerk's Office.
  31. All that tract of land known as the Beckton Substation site and located approximately 7.7 miles West of Glasgow, Kentucky on State Highway 685, consisting of 1 acre, and being conveyed to East Kentucky RECC from Farmer's RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 523, Barren County Clerk's Office.
  32. All that tract of land known as the Bedford Substation site and located 1/2 mile North of Bedford near U.S. 62, consisting of 0.86 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 46, Page 90, Trimble County Clerk's Office.
  33. All that tract of land known as the Bedford Substation Expansion site and located on the North side of Cutshaw Lane Approximately 0.6 mile East of Intersection of U.S. 421 and Cutshaw Lane, consisting of 0.405 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Dale Callis and Lois Callis by deed dated July 24, 2003 and recorded in Deed Book 104 at Page 695, Trimble County Clerk's Office.
  34. All that tract of land known as the Bekaert Substation site and located approximately 3.3 miles west-southwest of Shelbyville, on the north side of the Norfolk Southern Railroad, consisting of 1.0 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Shelbyville-Shelby County

Industrial Authority by deed dated April 25, 1990, and recorded in Deed Book 263, Page 244, and from Bekaert Corporation by deed dated May 7, 1990, and recorded in Deed Book 266, Page 174, both in the Shelby County Clerk's Office.

35. A tract of land known as the Belleview Substation site containing 2.274 acres and being conveyed from Sanitation District Number 1 to East Kentucky Power Cooperative, Inc., by deed dated June 15, 2010, and recorded in Deed Book 982, Page 820, Boone County Clerk's Office.
36. All that tract of land known as the Berea Substation site and located 1 mile South of Kingston on Old Highway 25, consisting of 0.689 acre, and being conveyed to East Kentucky RECC from Blue Grass RECC by deed dated January 1, 1967, and recorded in Deed Book 239, Page 488, Madison County Clerk's Office.
37. All that tract of land known as the Berlin Substation site and located approximately 1,000 feet West of junction of New Sinai Road and Kentucky 10 at Berlin, consisting of 0.253 acre, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 88, Page 633, Bracken County Clerk's Office.
38. All that tract of land known as the Beulah Beam Substation site and located 4 miles East of Shepherdsville on North side of Kentucky Highway 44 in Bullitt County, consisting of 3.103 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Ina Lee and Harold Bale, et al., by deed dated June 10, 1993 and recorded in Deed Book 373, Page 793, Bullitt County Clerk's Office.
39. All that tract of land known as the Big Bone Substation site and located on the North side of Kentucky Highway 338, approximately 3/4 mile East of Big Bone Lick State Park, consisting of 1.245 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Stelva Cornelius by deed dated August 14, 1975, and recorded in Deed Book 221, Page 289, Boone County Clerk's Office.
40. All that tract of land known as the Bledsoe Substation site and located on Kentucky Highway 221 at Hall Branch, consisting of 0.502 acre, and being conveyed to East Kentucky RECC from Theodore and Helen Coldiron by deed dated November 11, 1969, and recorded in Deed Book 182, Page 53, Harlan County Clerk's Office.

41. All that tract of land known as the Blevins Valley Substation site consisting of 1.57 acres and located on Blevins Valley Road, about 2.2 miles south of the community of Preston, and being conveyed to East Kentucky Power Cooperative, Inc. from Billy S. Robinson and Oleta M. Robinson, by deed dated June 1, 2000, and recorded in Deed Book 194, Page 117, Bath County Clerk's Office.
42. All that tract of land known as the Bloomfield Substation site and located approximately 3 miles Northeast of Bloomfield on Kentucky 1066, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 610, Nelson County Clerk's Office.
43. All that tract of land known as the Bluegrass Parkway Substation site and located in the Schuler Industrial Park, consisting of 2.73 acres, and being conveyed to East Kentucky Power Cooperative Inc, from First Bankers Trust Company (C.Barr Schuler Trust and JoAn Brown Schuler Trust) by deed dated June 23<sup>rd</sup>, 2006, and recorded in Deed Book 433, Page 43, Nelson County Clerk's Office.
44. All that tract of land known as the Blue Lick Substation site located in the county of Bullitt, consisting of 1.01 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
45. All that tract of land known as the Bon-Ayr Substation site and located in the county of Barren, consisting of 10.001 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Carl Chelf and Earlene Chelf by deed dated March 29, 2011 and recorded in Deed Book 331, Page 919, Barren County Clerks' Office.
46. All that tract of land known as the Bonanza Substation site and located on Kentucky Highway 1427 in Floyd County, consisting of 1.22 acres, and being conveyed to East Kentucky Power Cooperative from Jeff Holderby and Susan Holderby by deed dated August 15<sup>th</sup>, 2011, and recorded in Deed Book 581, Page 543, Floyd County Clerk's office.
47. All that tract of land known as the Bonnieville Switching Station site and located 3/4 mile North of Bonnieville on the East side of U.S. 31W, consisting of 1.250 acres, and being conveyed to East Kentucky RECC from Charles and Mary Bowles by deed dated December 21, 1954, and recorded in Deed Book 76, Page 35, Hart County Clerk's Office.

48. All that tract of land known as the Bonnierville Substation site and located on the east side of U.S. Highway 31W, consisting of .753 acre, and being conveyed to East Kentucky Power Cooperative, Inc. From Douglas L. Thompson and Linda S. Thompson, his wife, by deed dated September 29, 1997, and recorded in Deed Book 226, Page 403, Hart County Clerk's Office.
49. All that tract of land known as the Boone County Substation site and located at junction of Rouse Road and Camp Ernest Road near Union, KY, consisting of 6.227 acres, and being conveyed to East Kentucky RECC from James B. and Eunie A. Pettet by deed dated April 21, 1965, and recorded in Deed Book 166, Page 497, Boone County Clerk's Office, and from James B. and Eunie A. Pettet by deed dated May 12, 1971, and recorded in Deed Book 194, Page 12, Boone County Clerk's Office, and from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 184, Page 90, Boone County Clerk's Office.
50. All that tract of land known as the Booneville Substation site and located 1 mile West of Booneville, consisting of 1.584 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Edna Fields Isaacs by deed dated June 2, 1977, and recorded in Deed Book 39, Page 396, Owsley County Clerk's Office.
51. All that tract of land known as the Bourne Substation site and located on Mt. Hebron Road, 3.6 miles East of a point on Highway 27, 0.4 mile South of Bryantsville, consisting of 0.23 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 94, Page 63, Garrard County Clerk's Office.
52. All that tract of land known as the Bowen Substation site and located on the North side of Kentucky 15, approximately 1 mile South of Bowen, Kentucky, consisting of 1.377 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Charlie and Rena Faye Garrett by deed dated December 19, 1977, and recorded in Deed Book 78, Page 777, Powell County Clerk's Office.
53. All that tract of land known as the Bracken County Switching Station site and located on New Zion Road, approximately 1.8 miles Northwest of Berlin, Kentucky, consisting of 2.3 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Rupert S. and Bethel H. Rees by deed dated December 23, 1980, and recorded in Deed Book 101, Page 105, Bracken County Clerk's Office.

54. All that tract of land known as the Bracken County Substation site and located at the south edge of right-of-way of New Zion Road and being approximately 1,000 feet west of the Intersection of Ky Hwy 10 and New Zion Road, Near the Community of Berlin, in Bracken County, Kentucky consisting of 1.303 acres and being conveyed to East Kentucky Power Cooperative, Inc. from William Rees, divorced and Sandra Rees, single by deed dated March 23, 2004, and recorded in Deed Book 173 at Page 566, Bracken County Clerk's Office.
55. All that tract of land known as the Bridgeport Substation site and located approximately 1/2 mile North of Bridgeport on Highway 1006, consisting of 0.993 acre, and being conveyed to East Kentucky RECC from Fox Creek RECC by deed dated January 1, 1967, and recorded in Deed Book 219, Page 475, Franklin County Clerk's Office.
56. All that tract of land known as the Bridgeport #2 Substation site consisting of 2.00 acres and located on the north side of Taylor Branch Road, about 4.7 miles west of the city of Frankfort, being conveyed to East Kentucky Power Cooperative, Inc. from Kenneth and Ora Burge by deed dated August 18, 1999, and recorded in Deed Book 440, Page 712, Franklin County Clerk's Office.
57. All that tract of land known as the Bristow Substation site and located at the intersection of Mt. Zion Road and U.S. 25, South of Devon, KY, consisting of 4.66 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Rodney S. and Jacqueline M. Cain by deed dated January 21, 1982, and recorded in Deed Book 255, Page 87, Kenton County Clerk's Office.
58. All that tract of land known as the Brodhead Substation site and located on Highway 150 North of the city limits of Brodhead, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 88, Page 477, Rockcastle County Clerk's Office.
59. All that tract of land known as the Bromley Substation site and located Owen County, Kentucky, consisting of 1.699 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Alvin Ray Malcomb and Phyllis Malcomb, husband and wife, by deed dated December 19, 2003, and recorded in Deed Book 208 at Page 592, Owen County Clerk's Office.
60. All that tract of land known as the Bronston Substation site and located Northwest of Kentucky State Highway 790, approximately 2 miles Southwest of its intersection with Highway 90, consisting of 1.963 acres,

and being conveyed to East Kentucky Power Cooperative, Inc. from Hubert and Mildred Gibson, et al., by deed dated September 27, 1972, and recorded in Deed Book 330, Page 48, Pulaski County Clerk's Office.

61. All that tract of land known as the Brooks Microwave Tower site and located at the intersection of Ky. 1526 and Holsclaw Road in Bullitt County, consisting of 2.940 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mid-Valley Pipeline Company by deed dated November 27, 1991, and recorded in Deed Book 351, Page 322, Bullitt County Clerk's Office.
62. All that tract of land known as the Brooks Substation site and located on the West side of State Highway 1820, consisting of 1.5 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
63. All that tract of land known as the Budd Substation site located in Shelby County near Brunerstown Road and being conveyed from The Budd Company to East Kentucky Power Cooperative, Inc., by Deed of Easement dated October 6, 1987, and recorded in Deed book 246, Page 643, in the Shelby Couty Clerk's Office.
64. All that tract of land known as the Bullitt County Switching Station and located near Highway #480, approximately five miles from Shepherdsville, consisting of 4.996 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Iola Berman Ratliff and Otis Ratliff by deed dated July 9, 1996, and recorded in Deed Book 425, Page 224, Bullitt County Clerk's Office.
65. All that tract of land known as the Bullittsville Substation site and located 2.9 miles North of Burlington, on the Bullittsville-Burlington Road, consisting of 1.066 acres, and being conveyed to East Kentucky RECC from J. C. and Frances Hollis by deed dated September 4, 1962, and recorded in Deed Book 155, Page 196, Boone County Clerk's Office.
66. All of that parcel of land known as the Burlington Substation and lying on the south side of East Bend Road, approximately three (3) miles west of Burlington, Boone County, Kentucky, containing approximately 1.618 acres and conveyed to East Kentucky Power Cooperative, Inc., from Rebecca Judge, Patricia Marie Judge, Greg Judge, Mary Ann Judge, Erma Judge, Lento, LLC, c/o Edward Monohan, Jr., and Mark and Marie Judge by deed dated February 22, 2007 and recorded in Deed Book 933, Page 449, in the Boone County Clerk's office.

67. All that tract of land known as the Bush Substation site and located on Kentucky Highway #80 and #1305 at Lida, Kentucky, consisting of 3.428 acres, and being conveyed to East Kentucky RECC from Jessie Lewis by deed dated April 25, 1997, and recorded in Deed Book 469, Page 32, Laurel County Clerk's Office.
68. All that tract of land known as the Cabin Hollow Substation site and located on Commerce Lane, consisting of 1.315 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Wilma Ray Sears by deed dated May 22, 1997, and recorded in Deed Book 599, Page 478, Pulaski County Clerk's Office.
69. All that tract of land known as the Cagle Substation site and located on Ky. Highway 90 near Miller Road about 1.5 miles northwest of Albany, and consisting of 1.485 acres conveyed to East Kentucky Power Cooperative, Inc. from Cagle's-Keystone Foods, LLC by deed dated December 1, 1998, and recorded in Deed Book 110, Page 600, Clinton County Clerk's Office.
70. All that tract of land known as the Campbellsburg Substation site and located 1/2 mile Southeast of Campbellsburg on Bob White Lane, 1/4 mile Northeast of Ky. 55, consisting of 1 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 112, Page 490, Henry County Clerk's Office.
71. All that tract of land known as the Campbellsville Substation site and located near the Campbellsville and Columbia Highway, consisting of 1 acre, more or less, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 148, Page 406, Taylor County Clerk's Office.
72. All that tract of land known as the Campground Substation site and located 7 miles Southeast of London on Kentucky 229, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 191, Page 320, Laurel County Clerk's Office.
73. All that tract of land known as the Campton Substation site and located on the Campton-Holly Road, consisting of 0.77 acre, and being conveyed to East Kentucky RECC from V.L. and Celia King by deed dated April 23, 1964, and recorded in Deed Book 63, Page 255, Wolfe County Clerk's Office.



74. All that tract of land known as the Cane Ridge Substation site and located 2691.81 feet from intersection of centerlines of a farm access road leading to the property herein described and KY Hwy 3364 lying North of the City of North Middletown, consisting of 1.448 acres, and being conveyed to East Kentucky Power Cooperative from Andrew and Stacey Thornberry, by deed dated November 18<sup>th</sup>, 2011, and recorded in Deed Book 286, Page 783, Bourbon County Clerk's Office.
75. All that tract of land known as the Carpenter Substation site and located East of Williamsburg on Highway 92, consisting of 0.45 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 228, Page 285, Whitley County Clerk's Office.
76. All that tract of land known as the Carson Substation site and located 0.5 mile South of intersection of Dividing Ridge Road and Kentucky 47, consisting of 1.25 acres, and being conveyed to East Kentucky RECC from Annie and Robert A. Zoellner by deed dated December 18, 1968, and recorded in Deed Book 68, Page 465, Carroll County Clerk's Office.
77. All that tract of land known as the Carter City Substation site and located Southeast of Carter City, consisting of 1.131 acres, and being conveyed to East Kentucky RECC a/k/a East Kentucky Power Cooperative, Inc. from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 143, Page 525, and from James Scott Holbrook, single, by deed dated January 3, 1994 and recorded in Deed Book 222 Page 774, both deeds of record in the Carter County Clerk's Office.
78. All that tract of land known as the Casey County Substation site and located along KY 49, approximately eight miles north of Liberty, Kentucky, consisting of 5.22 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Danny Helm and Juanita Helm, his wife, by deed dated April 18, 2000, and recorded in Deed Book 197, Page 664, Casey County Clerk's Office.
79. All that tract of land known as the Cave City Substation site and located Northwest of Kentucky 90 at intersection with Old Lexington-Nicholasville Road, consisting of 1.497 acres, and being conveyed to East Kentucky RECC from Dogue Carver by deed dated August 27, 1970, and recorded in Deed Book 184, Page 167, Barren County Clerk's Office.
80. All that tract of land known as the Cave Run Substation site and located West of Highway 801, consisting of 1.01 acres, and being conveyed to East

Kentucky RECC from Luma and Marjorie Armstrong by deed dated December 16, 1971, and recorded in Deed Book 95, Page 41, Rowan County Clerk's Office.

81. All that tract of land known as the Cedar Grove Substation site and located about 1.25 miles east of Cedar Grove, consisting of 1.72 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Iola and Otis Ratliff by deed dated July 29, 1980, and recorded in Deed Book 238, Page 434, Bullitt County Clerk's Office.
82. All that property known as the Cedar Grove Business Park Substation:  
  
Being Lot 7, Cedar Grove Business Park Sub, as shown on the Minor Subdivision Plat dated April 26, 2006, approved by Bullitt County Planning Commission on June 7, 2006 of record in Plat Cabinet 3, Slide 75 in the office of the Bullitt County Clerk.  
  
Being part of the same property conveyed to East Kentucky Power Cooperative, Inc. from Salt River Development Co., LLC by deed dated July 26, 2006, and recorded in Deed Book 775, Page 826, and from Evalina (Willie Mae) Hackett, J.E. Hackett, and Susan Simmons Craik by Everett Hackett, Attorney in Fact, by deed dated November 10, 1998 and of record in Deed Book 468 at page 410, Bullitt County Clerk's Office.
83. All that parcel of land known as the Central Hardin substation site, in Hardin County, Kentucky, being Lot 10 of Record Plat of T. J. Patterson Industrial Park, Section 3, and Amended Plat of Lot 8, T. J. Patterson Industrial Park, Section 2, conveyed to East Kentucky Power Cooperative, Inc., by Elizabethtown-Hardin County Industrial Foundation, Inc. by Deed dated June 25, 2009 of record in Deed Book 1300 at Page 327 in the Hardin County Clerk's Office.
84. All that tract of land known as the Chad Substation site and located near Route 522, near Cumberland, consisting of 1.58 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from G. B. Nolan, et al., by deed dated March 23, 2001, and recorded in Deed Book 363, Page 128, Harlan County Clerk's Office.
85. All that tract of land known as the Chaplin Substation site located near the town of Chaplin in Anderson County and being conveyed from Ashland Pipe Line, LLC to East Kentucky Power Cooperative, Inc., by Easement dated August 5, 1997, and recorded in Deed Book 175, Page 742, Anderson County Clerk's Office.

86. All that tract of land known as the Charters Substation site and located 1/2 mile West of Charters on Highway 10, consisting of 1.32 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated January 1, 1967, and recorded in Deed Book 111, Page 404, Lewis County Clerk's Office.
87. All that tract of land known as the Clay City Substation site and located on the South side of the Ships Branch Road on the Northeast side of Mountain Parkway approximately .79 miles Northwest of Clay City interchange, consisting of 2.8 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Dollie Lucas by deed dated June 28, 1985, and recorded in Deed Book 94, Page 280, Powell County Clerk's Office.
88. All that tract of land known as the Clay Lick Substation site and located along U.S. 127 at Salvisa, consisting of 1.4 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from James Herbert Brown and Hazel G. Brown by deed dated July 22, 1997, and recorded in Deed Book 267, Page 144, Mercer County Clerk's Office.
89. All that tract of land known as the Clay Village Substation site and located 4 miles East of Shelbyville on Route 60, consisting of 0.572 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 167, Page 291, Shelby County Clerk's Office.
90. All that tract of land known as the Coburg Substation site and located in the settlement of Kelleyville, KY, containing 102 Sq. Poles and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 145, Page 193, Adair County Clerk's Office.
91. All that tract of land known as the Colemansville Substation site and located on Kentucky 1032 at Colemansville, consisting of 0.286 acre, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 893, Harrison County Clerk's Office.
92. All that tract of land known as the Colemansville Substation #2 site and located near the intersection of Kentucky Highway 1054 and Kentucky Highway 1032, consisting of 0.976 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Anne E. Dennis and Clarence Dennis, her husband by deed dated June 21, 2002, and recorded in Deed Book 257, Page 793, Harrison County Clerk's Office

93. All that tract of land known as the Colesburg Substation site and located 9.9 miles East of Elizabethtown on Highway 92, consisting of 1.72 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Nolin RECC by deed dated January 1, 1979, and recorded in Deed Book 264, Page 545, Hardin County Clerk's Office.
94. All that tract of land known as the Columbia Substation site and located on the North side of Industry Road and approximately 150 feet East of intersection of Kentucky Highway 55 and Industry Road, consisting of .29 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 145, Page 193, Adair County Clerk's Office.
95. All that tract of land known as the Conway Substation site, located in Rockcastle County and Madison County, and consisting of 1.291 acres and being conveyed to East Kentucky Power Cooperative Inc. from Judith E.W. Cummins and James Cummins, her husband, and Nancy Jeanette Williams, single, by deed dated May 12, 2007 and recorded in Deed Book 621 at page 335 in the Madison County Clerk's office; and recorded in Deed Book 216 at page 196 in the Rockcastle County Clerk's office.
96. All that tract of land known as the Cooper Microwave Tower site and located in Pulaski County, and being conveyed to East Kentucky RECC from Beatty J. and Pauline Vaught by easement dated March 3, 1967, and recorded in Deed Book 274, Page 586, Pulaski County Clerk's Office.
97. All that tract of land known as the Cox's Creek Substation aka Joe Tichnor Substation site located at the intersection of U.S. Highway No. 31 and Kentucky Highway No. 509, approximately 6 miles north of the city of Bardstown, consisting of 1.484 acres and being conveyed from Francis Leo Cambron to East Kentucky Power Cooperative, Inc. by deed dated October 17, 1994, and recorded in Deed Book 316, Page 149, Nelson County Clerk's Office. A portion of said property containing .019 acres has been released and conveyed to the Commonwealth of Kentucky, Transportation Cabinet, Division of Right of Way by way of a Deed dated August 6, 2008 and recorded in Deed Book 453 at page 486 also in the Nelson County Clerk's office.
98. All that tract of land known as the Creston Substation site located near Kentucky Highway 70, approximately 7.8 miles west of Liberty in Casey County, consisting of 2.330 acres and being conveyed from Ricky E. Salyers, et al to East Kentucky Power Cooperative, Inc. by deed dated March 3, 1999, and recorded in Deed Book 191, Page 610, Casey County Clerk's Office.

99. All that tract of land known as the Crittenden Service Center Property site located on the west side of Future Miller Road, 420' North of U.S. 25, consisting of 2.3547 acres and conveyed from The Grant County Joint Local Industrial Development Authority to East Kentucky Power Cooperative, Inc., by deed dated February 18, 1998, and recorded in Deed Book 237, Page 362, Grant County Clerk's Office.
100. All that tract of land known as the Crockett Substation Site and located 7.6 miles northeast of West Liberty on Kentucky Highway #172 in Morgan County, Kentucky, consisting of 1.372 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Menno N. Rissler and Lois E. Rissler, his wife, by Deed dated June 12, 1995, and recorded in Deed Book 169, Page 203, Morgan County Clerk's Office.
101. All that tract of land known as the Cumberland Falls Substation site and located approximately 9 miles South of Corbin, Ky. on Highway 25, consisting of 1.67 acres, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 228, Page 285, Whitley County Clerk's Office.
102. All that tract of land known as the Cynthiana Substation site and located South of Cynthiana on Highway 27, consisting of 1.21 acres, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 893, Harrison County Clerk's Office.
103. All that tract of land known as the Darwin Thomas Substation site and located on Hochstrasser Land at the intersection of Washburn Lane, consisting of 1.613 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William A. and Patricia W. Tucker by deed dated April 1, 1996, and recorded in Deed Book 117, Page 714, Spencer County Clerk's Office.
104. All that tract of land known as the David Clark Property site and located on Kentucky Highway 419 ("Choctaw Pike") in Mason County, consisting of 14.932 acres, and being conveyed to East Kentucky Power Cooperative from David W. Clarke by deed dated July 22, 2005, and recorded in Deed Book 320, Page 596, Mason County Clerk's Office.
105. All that tract of land known as the Davis Substation site and located on the North side of Walnut Hill Road, consisting of 0.946 acre, and being conveyed to East Kentucky RECC from William and Catherine Hammond

by deed dated November 29, 1971, and recorded in Deed Book 1032, Page 100, Fayette County Clerk's Office.

106. All that parcel of land known as the Deatsville Substation in Nelson County, Kentucky, lying on and being near KY Hwy #523 and containing approximately 2.156 acres more or less, conveyed to East Kentucky Power Cooperative, Inc. by Knollwood Farms, Inc., a Kentucky Corporation, by deed dated June 17, 2008, of record in Deed Book 452 at Page 89 in the Nelson County Clerk's office.
107. All that tract of land known as the Denny Switching Station site and located 2,000 feet Southeast of Denny Gap and 200 feet South of a county road intersection with Kentucky 776, consisting of 4.058 acres, and being conveyed to East Kentucky RECC from Teer Bryant by deed dated April 4, 1977, and recorded in Deed Book 160, Page 458, Wayne County Court Clerk's Office, and from Teer Bryant by deed dated June 3, 1964, and recorded in Deed Book 117, Page 440, Wayne County Clerk's Office.
108. All that tract of land known as the Devon Switching Station site and located between U.S. 25 and the Southern Railroad 2 miles South of Devon, consisting of 0.086 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated October 1, 1955, and recorded in Deed Book 129, Page 218, Boone County Clerk's Office.
109. All that tract of land known as the Downing Substation site and located on the north side of Elijah's Creek Road about 1.2 miles northeast of Hebron, consisting of 13.887 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Vera Dolwick, et al, by deed dated May 8, 1997, and recorded in Deed Book 649, Page 224, and from Keith A. Feldhaus, et al, by deed dated January 22, 1997, and recorded in Deed Book 637, Page 299, both in the Boone County Clerk's Office. LESS and EXCEPT 10.712 acres conveyed by East Kentucky Power Cooperative, Inc., to Deanna G. Hodges, et vir, by deed dated March 2, 1998, and recorded in Deed Book 690, Page 208, Boone County Clerk's Office.
110. All that tract of land known as the Duro Substation site and located West of the Boone-Kenton county line and East of the Richwood Industrial Dev. Corp. property near U.S. Highway 25 in Boone County, consisting of 1.233 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Robert L. Benton, et al., by deed dated July 16, 1991, and recorded in Deed Book 462, Page 71, Boone County Clerk's Office.
111. All that tract of land known as the East Bardstown Substation site and located on the East side of U.S. 62 about 1 mile from Bardstown

Courthouse, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 609, Nelson County Clerk's Office.

112. All that tract of land known as the East Bernstadt Substation site and located approximately 2 miles North of East Bernstadt on Route 30, consisting of 1.92 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 191, Page 320, Laurel County Court Clerk's Office, and to East Kentucky Power Cooperative, Inc. from Robert and Ada Desurne by deed dated March 31, 1981, and recorded in Deed Book 296, Page 296, Laurel County Clerk's Office.
113. All that tract of land known as the East Bernstadt Substation site and located in Laurel County beginning at an iron pin set at a corner fence post at the eastern most point of the Blunski parent tract and consisting of 3.272 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Albert J. Blunski and Betty Ann Blunski by deed dated July 22, 2002, and recorded in Deed Book 543, Page 536, and by deed dated February 23, 2005, and recorded in Deed Book 585, Page 116, both in the Laurel County Clerk's Office.
114. All that tract of land known as the East Campbellsville Substation site and located on the east side of Kentucky Highway #3518 – Water Tower Bypass, consisting of 1.768 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from CTC Industrial Foundation, Inc. by deed dated September 20, 2001, and recorded in Deed Book 229, Page 599, Taylor County Clerk's Office.
115. All that tract of land known as the East London Substation site and located approximately 2.2 miles East of Interstate 75 in London, Ky., consisting of 3.92 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Laurel County Industrial Development by deed dated December 19, 1980, and recorded in Deed Book 294, Page 720, Laurel County Clerk's Office.
116. All that tract of land known as the East Pine Knot Substation site and located on the waters of Clear Creek, near Kentucky Highway #1044, consisting of 2.0 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Bank of McCreary County by deed dated October 30, 2000, and recorded in Deed Book 155, Page 159, McCreary County Clerk's Office.

117. All that tract of land known as the East Somerset Substation site and located on North side of Highway 80, approximately 3/4 mile East of Kentucky 192 and Highway 80 intersection, consisting of 1.217 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from John and Bernice Garner, et al., by deed dated April 6, 1978, and recorded in Deed Book 380, Page 515, Pulaski County Clerk's Office.
118. All that tract of land known as the Eberle Substation site and located 0.4 mile Northwest of Mt. Zion Cemetery, near Cornette on a county road, consisting of 0.706 acre, and being conveyed to East Kentucky RECC from Ford and Rebecca Carter by deed dated September 26, 1968, and recorded in Deed Book 190, Page 61, Laurel County Clerk's Office.
119. All that tract of land known as the Edmonton Industrial Park Substation site located in the Edmonton Industrial Park in or near the city of Edmonton off of Ky. Hwy No. 3524 containing 1.291 acres being conveyed from Sumitomo Electric Wiring Systems, Inc. to East Kentucky Power Cooperative, Inc., by Substation & Access Easement dated March 26, 2006, and recorded in Deed Book 133, Page 307, Metcalfe County Clerk's Office.
120. All that tract of land known as the Elizabethtown Substation site and located 2 miles North of Elizabethtown on Old Highway 31W, consisting of 0.955 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 544, Hardin County Clerk's Office.
121. All that tract of land known as the Elizabethtown Switching Station site and located 0.5 mile West of U.S. 31 in Elizabethtown, Ky., consisting of 0.25 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from John and Louise Ashcraft by deed dated December 23, 1981, and recorded in Deed Book 436, Page 110, Hardin County Clerk's Office.
122. All that tract of land known as the Elizabethtown #2 Substation site and located approximately 2.2 miles north of Elizabethtown on the west side of the existing East Kentucky Power Cooperative, Elizabethtown Substation, consisting of 1.50 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Joseph C. Zeitz by deed dated September 24, 2001, and recorded in Deed Book 1012, Page 683, Hardin County Clerk's Office.
123. All that tract of land known as the Elliott County Prison Substation site and located near KY Route # 7, consisting of 1.300 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Ray Howard and Karen Mae Howard, husband and wife by deed date April 24, 2003, and recorded in Deed Book 98 at Page 435, Elliott County Clerk's Office.



124. All that tract of land known as the Elliottville Substation site and located North of Kentucky Highway 32, approximately 1.5 miles West of Elliottville, consisting of 0.906 acre, and being conveyed to East Kentucky RECC from Roy and Madeline Fouch by deed date September 17, 1973, and recorded in Deed Book 98, Page 743, Elliott County Clerk's Office.
125. All that tract of land known as the Emanuel Substation site and located on Kentucky 229 approximately 1 mile off Highway 25E West of Barbourville, consisting of 0.261 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 133, Page 239, Knox County Clerk's Office.
126. All that tract of land known as the Emanuel Substation site and located 1.01 miles north of the intersection of Highway 229 and U.S. Highway 25E at Baileys Switch, consisting of 1.446 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Alvin Dunn and Bonnie Dunn, his wife, by deed dated September 24, 1998, and recorded in Deed Book 303, Page 185, Knox County Clerk's Office.
127. All of that certain parcel of land known as the Evergreen Switching Station and located in Butler County, Kentucky, approximately 1 mile north of Aberdeen, situated on the west side of KY 79, approximately 700 feet south of KY 70, consisting of 1.00 acres and conveyed to East Kentucky Power Cooperative, Inc., from Evergreen, Inc., by deed dated January 23, 2006 and recorded in Deed Book 46 at page 667 in the Butler County Clerk's Office.
128. All that tract of land known as the Fall Rock Substation site and located at junction of U.S. 421 and 11, consisting of 0.49 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 431, Clay County Clerk's Office.
129. All that tract of land known as the Fall Rock Substation site located on US 421, Manchester, KY (Clay Co.), consisting of 33.66 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Fred and Donna Jean Jackson, by deed dated April 30, 2000, and recorded in Deed Book 254, Page 374, Clay County Clerk's Office.
130. All that tract of land known as the Fawkes Switching Station site and located on Goggins Lane in Madison County, consisting of 4.948 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Thomas

and Connie Clouse by deed dated March 1, 1991, and recorded in Deed Book 413, Page 415, Madison County Clerk's Office.

131. All that tract of land known as the Fayette #1 Substation site and located approximately 4 miles Southeast of Lexington, Ky., on Armstrong Mill Road, consisting of 3.126 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mary Sayre Williams Combs by deed dated January 20, 1977, and recorded in Deed Book 1163, Page 671, Fayette County Clerk's Office.
132. All that tract of land known as the Fern Leaf Substation site and located off Kentucky Highway 10, consisting of 0.545 acre, and being conveyed to East Kentucky RECC from Lynn and June Adams by deed dated July 2, 1973, and recorded in Deed Book 190, Page 199, Mason County Clerk's Office.
133. All that tract of land known as the Fitchburg Substation site and located approximately 3.4 miles on Ky. 975 after going through Fitchburg, consisting of 0.1 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 122, Page 315, Estill County Clerk's Office.
134. All that tract of land known as the Flemingsburg Substation site and located on Kentucky Highway 57, 2 miles West of Flemingsburg, consisting of 0.52 acre, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated June 17, 1965, and recorded in Deed Book 123, Page 226, Fleming County Clerk's Office.
135. All that tract of land known as the Floyd Substation site and located 9 miles North of Somerset off U.S. 27, consisting of 1 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office.
136. All that tract of land known as the Folsom Microwave Tower site and Access Easement located in Grant County containing 0.278 acres and being conveyed from Barbara Eldridge to East Kentucky Power Cooperative, Inc., by deed dated March 17, 2011, and recorded in Deed Book 350, Page 555, both in the Grant County Clerk's Office.
137. All that tract of land known as the Ford Microwave Tower site and located in Clark County 8 miles from Winchester on the Ford Road, and being conveyed to East Kentucky RECC from Ollie and Lillie Dykes by easement dated April 4, 1955, and recorded in Deed Book 149, Page 568, with access

granted to East Kentucky Power Cooperative, Inc., from Robert H. Thompson, et ux, by Easement dated October 20, 1955, and recorded in Deed Book 151, Page 51, both in the Clark County Clerk's Office.

138. All that tract of land known as the Fort Knox Substation site and located on the Southwest side of South Boundary Road to Southeast of intersection of South Boundary Road and Johnson Road, consisting of 1.97 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from David and Deborah Yates by deed dated December 6, 1985, and recorded in Deed Book 558, Page 297, Hardin County Clerk's Office.
139. All that tract of land known as the Four Oaks Substation site and located near Four Oaks on Highway 27, consisting of 1.7 acres, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 115, Page 23, Pendleton County Clerk's Office.
140. All that tract of land known as the Fox Hollow (Beckton Junction) Substation site and located on Tomkinsville Road, Glasgow, Kentucky (Barren Co.) and being conveyed to East Kentucky Power Cooperative, Inc. from Ruthine E. Nuchols by deed dated December 21, 2000, and recorded in Deed Book 251, Page 744, and Deed Book 239, Page 297 (2 parcels), Barren County Clerk's Office.
141. All that tract of land known as the Fredricksburg Substation site and located on the north side of Kentucky Highway 529 in the area known as Booker, and being conveyed to East Kentucky Power Cooperative, Inc. from William Smith and Lillian Smith, his wife, by deed dated March 29, 1999, and recorded in Deed Book 256, Page 578, Washington County Clerk's Office.
142. All that tract of land known as the Frenchburg Substation site and located approximately 1 mile Northeast of Frenchburg on Highway 36, consisting of 0.46 acre, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 37, Page 369, and by deed dated June 29, 1988 and recorded in Deed Book 58, Page 795, both in the Menifee County Clerk's Office.
143. All that tract of land known as the Gallatin Substation site and located about 6.3 miles West of Warsaw, Kentucky, off Kentucky Highway No. 42, near the Gallatin-Carroll County line and consisting of 3.140 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Gallatin Steel Company by deed dated November 15, 1994 and recorded in Deed Book

67, Page 87, and in Deed Book 67, Page 566, both in the Gallatin County Clerk's Office.

144. All that parcel of land and permanent access easement known as Gap of the Ridge substation site, located in Wayne County, Kentucky lying and being near KY HWY 90 containing 1.137 acres and conveyed to East Kentucky Power Cooperative, Inc., by James Herbert Daniels, et ux, by deed dated December 20, 2005, and recorded in Deed Book 318, Page 693, Wayne County Clerk's Office.
145. All of that parcel of land known as the Garlin Substation site and being 0.2 miles east of the intersection of HWY 206 and Cloverport Road, near the community of Garlin, Adair County, Kentucky, containing approximately 1.671 acres and conveyed to East Kentucky Power Cooperative, Inc., from Nelson Edward McQuaide, single, and Ellen McQuaide, widow, by deed dated February 9, 2007 and recorded in Deed Book 297, Page 329, in the Adair County Clerk's office.
146. All that tract of land known as the Garrard County Substation site and located on the north side of Kentucky Highway 52, about 0.8 mile east of the center of the town of Lancaster, containing 2.065 acres and conveyed to East Kentucky Power Cooperative, Inc. from Ronald Smallwood by deed dated May 7, 1999, and recorded in Deed Book 190, Page 155, Garrard County Clerk's Office.
147. All that tract of land known as the Garrison Lane Microwave Tower site and located in Nelson County, and being conveyed to East Kentucky Power Cooperative, Inc. from William R. Wilson, III and Alissa B. Wilson, his wife by deed dated August 30, 2000 and recorded in Deed Book 370 at Page 635, Nelson County Clerk's Office.
148. All that tract of land known as the Girdler Substation site and beginning at the intersection of KY Highway 11 and Hampton Cemetery Road, in Knox County, Kentucky, consisting of 1.70 acres, and being conveyed to East Kentucky Power Cooperative, Inc., from Claudia Gibson Greenwood, Trustee Under The Will of Claude A. Gibson Jr., by deed dated February 13, 2007, and recorded in Deed Book 362, Page 714, Knox County Clerk's Office.
149. All that tract of land known as the Glendale Substation site and located near the intersection of Kentucky Highway 222 and Old 31W, consisting of 1.11 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 543, Hardin County Clerk's Office.

150. All that tract of property known as Goddard Switching Station Addition and Access Easement, the following certain tract of real property situated, lying, and being near KY Hwy #32, in Fleming County, Kentucky containing 1.280 acres by survey and acquired from J.C. McKee and Ruth McKee, husband and wife, by Deed from J.C. McKee, et.al., dated the 12th day of October 2004 and recorded in Deed Book 220, Page 514, of the Fleming County Clerks Office.
151. All that tract of land known as the Goddard Switching Station site and located 1 mile Northeast of Goddard, consisting of 2.31 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated April 1, 1955, and recorded in Deed Book 114, Page 508, Fleming County Clerk's Office, and from Charles and Edna McKee by deed dated November 4, 1965, and recorded in Deed Book 123, Page 390, Fleming County Clerk's Office.
152. All that tract of land known as the Goddard Microwave Tower site and located in Fleming County near Pea Ridge Road, consisting of 2.87 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Johnnie and Gladys Bays by deed dated March 16, 1988, and recorded in Deed Book 165, Page 325, Fleming County Clerk's Office.
153. All that tract of land known as the Goddard Microwave Tower site #2 and located in Fleming County beginning at an iron pin set at fence corner inb the southerly right-of-way of Goddard Road, consisting of 8.126 acres, and being conveyed to East Kentucky Power Cooperatives, Inc. from James L. Meade and Nora Meade, his wife by deed dated January 12, 2002, and recorded in Deed Book 210, Page 96, Fleming County Clerk's Office.
154. All that tract of land known as the Goodnight Substation site and located in Barren County, consisting of approximately 0.60 acres, more or less, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 523, Barren County Clerk's Office.
155. All that tract of land known as the Goose Rock Substation site and located approximately 5.5 miles Southeast of Manchester on Highway 80, consisting of 1.67 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 431, Clay County Clerk's Office.
156. All that tract of land known as the Gordon Substation site and located approximately 3 miles Northwest of Cumberland, Ky., on Kentucky 160,

consisting of 0.57 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 184, Page 139, Letcher County Clerk's Office.

157. All that tract of land known as the Gospel Hill Substation site and located West of Martin Hill Road, 330 feet of intersection of Kentucky Highway 44 and the West line of Martin Hill Road, consisting of 0.84 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
158. All that tract of land known as the Grants Lick Substation site and located 1 mile South of Grants Lick on Highway 27, consisting of 1.061 acre, and being conveyed to East Kentucky RECC (aka East Kentucky Power Cooperative, Inc.) from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 132, Page 180, and from Harry W. Darlington and Dorothy L. Darlington by deed dated March 7, 1997, and recorded in Deed Book 226, Page 88, both in the Campbell County Clerk's Office.
159. All that tract of land known as the Greasy Creek Substation site and located North of Kentucky Highway 221 approximately .57 mile West of Kentucky Highway 2009 and 7.4 miles West of Pine Mountain, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Alonzo, Sr. and Gladys Turner by deed dated April 14, 1988, and recorded in Deed Book 278, Page 561, Harlan County Clerk's Office.
160. All that tract of land known as the Green County Switching Station site and located approximately 1 mile North of Greensburg on East side of Kentucky 61, consisting of 6.118 acres, and being conveyed to East Kentucky RECC from O.D. and Rosie Parson by deed dated August 23, 1967, and recorded in Deed Book 108, Page 31, Green County Clerk's Office.
161. All that tract of land known as the Green Hall Substation site and located near Kentucky Highway #1071, consisting of 60.28 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Billy S. Pierson by deed dated June 2, 1999, and recorded in Deed Book 154, Page 603, Jackson County Clerk's Office.
162. All that tract of land known as the Green River Plaza Substation site and located 1/4 mile Southwest of Campbellsville city limits on New Columbia-Campbellsville Road, Kentucky Highway 55 in Taylor County, consisting of 0.96 acre, and being conveyed to East Kentucky Power Cooperative, Inc.

from Taylor County RECC by deed dated February 3, 1992, and recorded in Deed Book 180, Page 201, Taylor County Clerk's Office.

163. All that tract of land known as the Green Valley Landfill Gas Plant site located in Greenup County and conveyed by Green Valley Landfill General Partnership to East Kentucky Power Cooperative, Inc., by unrecorded Site Lease Agreement dated December 12, 2002.
164. All that tract of land known as the Greenbriar Substation site and located 1.95 miles North of Manchester near Highway 11/421 in Clay County, consisting of 23.384 acres, and being a portion of property conveyed to East Kentucky Power Cooperative, Inc. from Dennis and Nadine Smith by deed dated April 30, 1990, and recorded in Deed Book 202, Page 145, and by deed dated June 25, 1990, and recorded in Deed Book 203, Page 25, Clay County Clerk's Office. LESS an EXCEPT 12.793 acres conveyed by East Kentucky Power Cooperative, Inc. to Lyle A. Walker, et ux, by deed dated August 20, 1992, and recorded in Deed Book 213, Page 613, Clay County Clerk's Office.
165. All that tract of land known as the Greensburg Microwave Tower site and located in Green County and being conveyed to East Kentucky RECC from Garnett and Ethel Milby by easement dated August 29, 1955, and recorded in Deed Book 84, Page 229, Green County Court Clerk's Office, and to East Kentucky Power Cooperative, Inc. from Walter R. Milby and Nancy Milby, et al by Easement dated March 28, 1985, and recorded in Deed Book 150, Page 157, Green County Clerk's Office.
166. All that tract of land known as the Greensburg Substation site and located near Green County Road and Kentucky State Road 61, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 146, Page 460, Green County Clerk's Office.
167. All that parcel of land known as the Gregory Road Distribution Substation site and access located on or near the Shilo Church on or near KY Hwy 776, containing 1.395 acres and conveyed to East Kentucky Power Cooperative, Inc. from Randy Morrow, single, by deed dated August 11, 2009 and recorded in Deed Book 334 at Page 563 in the Wayne County Clerk's office.
168. All that tract of land known as the Griffin Substation site and located off Kentucky 17, 5.5 miles Northwest of Falmouth, consisting of 0.914 acres, and being conveyed to East Kentucky RECC from Dewey and Elizabeth

Campbell by deed dated January 19, 1965, and recorded in Deed Book 109, Page 335, Pendleton County Court Clerk's Office.

169. All that tract of land known as the H.T. Adams Substation site and located on the East side of Kentucky 1915, approximately 1 mile from the intersection of Highway 1915 and U.S. 68, consisting of 1.32 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William D. McCroskey, et al., by deed dated December 30, 1988, and recorded in Deed Book 227, Page 377, Mercer County Clerk's Office.
170. All that tract of land known as the Hardin County Landfill Gas Plant site located in Hardin County and conveyed by the Hardin County Fiscal Court to East Kentucky Power Cooperative, Inc., by unrecorded Site Lease Agreement dated January 31, 2005.
171. All that tract of property known as the Hardwick's Creek Substation, located at Powell County, Kentucky, along Hwy #2001 (Spout Springs Road) and along the waters of Hardwicks Creek, containing 1.735 acres and conveyed to East Kentucky Power Cooperative, Inc. from Glenda Rountree by Deed dated the 16<sup>th</sup> day of August 2004, of record in Deed Book 156, Page 711, Powell County Clerk's Office.
172. All that tract of land known as the Hargett Substation site and located approximately 0.94 mile north of Hargett on the north side of Iron Works Road and on the west side of Kentucky Highway 82, being conveyed to East Kentucky Power Cooperative, Inc. from Christopher S. Rader by deed dated April 20, 1998, and recorded in Deed Book 227, Page 369, Estill County Clerk's Office.
173. All that tract of land known as the Headquarters Substation site and located 1,000 feet West of Headquarters on Saltwell Road, consisting of 2.42 acres, and being conveyed to East Kentucky RECC aka East Kentucky Power Cooperative, Inc. from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 63, Page 528, and from Northern Financial & Guaranty Company, Limited by deed dated March 12, 1981, and recorded in Deed Book 74, Page 39, both in the Nicholas County Clerk's Office.
174. All of that parcel of land known as Hebron Substation located on the northwest side of Graves Road about 1.2 Miles northeast of the intersection with Kentucky Hwy #20 at Bullittsville, KY in Boone County, Kentucky containing 4.964 acres and acquired by deed from Tri-State Improvement Company to East Kentucky Power Cooperative, Inc., dated February 18,



2005 and recorded in Deed Book 892 at Page 350 in the Boone County Clerk's office.

175. All that tract of land known as the Helechawa Substation site and located at the junction of Highways 191 and 205, consisting of 0.611 acres, and being conveyed to East Kentucky RECC from Ray and Cleta Gullett by deed dated August 20, 1962, and recorded in Deed Book 62, Page 329, Wolfe County Clerk's Office.
176. All that tract of land known as the Hickory Plains Substation site and located near Berea on old U.S. Highway 25, consisting of 0.33 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Blue Grass Energy Cooperative Corporation by deed dated March 25, 1998, and recorded in Deed Book 492, Page 440, Madison County Clerk's Office.
177. All that tract of land known as the High Rock Substation site and located on the east side of Kentucky Highway 1639, consisting of 0.055 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Wendell Napier, et ux, by deed dated August 1, 2002, and recorded in Deed Book 146, Page 597, Powell County Clerk's Office.
178. All that tract of land known as the Highland Substation site and located approximately 1 mile North of Highland on U.S. 27, consisting of 0.298 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 157, Page 401, Lincoln County Clerk's Office.
179. All that tract of land known as the Hilda Substation site and located 2 miles West of Morehead on North side of Kentucky 32, consisting of 0.985 acres, and being conveyed to East Kentucky RECC from Clester Caudill, et ux, by deed dated June 27, 1967, and recorded in Deed Book 82, Page 624, Rowan County Clerk's Office.
180. All that tract of land known as the Hillsboro Substation site and located approximately 1/10 mile South of Hillsboro, Kentucky on Highway 11, consisting of 2.3 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated January 1, 1967, and recorded in Deed Book 127, Page 324, Fleming County Clerk's Office.
181. All that tract of land known as the Hinkle Substation site and located on East side of Kentucky 1304 near Bimble, consisting of 1.34 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Belle Mills by deed dated August 18, 1981, and recorded in Deed Book 202, Page 46, Knox County Clerk's Office.

182. All that tract of land known as the Hinkston Substation site and located on the East side of Hinkston Road, 0.2 mile South of Interstate 64 near Mt. Sterling, Ky., consisting of 1.27 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Midland Trail Industrial Park by deed dated November 24, 1981, and recorded in Deed Book 168, Page 487, Montgomery County Clerk's Office.
183. All that tract of land known as the Hodgenville Substation site and located on the North side of U.S. 31E about 1 1/2 miles East of Hodgenville, consisting of 1.44 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 546, Larue County Clerk's Office.
184. All that tract of land known as the Holloway Substation site and located 3.5 miles Northwest of Nicholasville on U.S. 68, consisting of 1.095 acres, and being conveyed to East Kentucky RECC from Thomas and A. Kennon Baker by deed dated November 2, 1965, and recorded in Deed Book 88, Page 101, Jessamine County Clerk's Office.
185. All that parcel of land known as the Homestead Lane Substation in Wayne County, Kentucky, lying and being at the southwest intersection of right of way of Rankin Street and Homestead Lane and containing approximately 2.489 acres, conveyed by South Kentucky Rural Electric Cooperative Coporation to East Kentucky Power Cooperative, Inc., by deed dated June 11, 2008 and of record in Deed Book 328, Page 326, Wayne County Clerk's office.
186. All that parcel of land known as the Hope Substation, in Montgomery County, Kentucky, on or near Highway 713 and consisting of approximately 1.452 acres, and being the same property conveyed to East Kentucky Power Cooperative, Inc. aka East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 125, Page 267, and from James Dewain Wingate, a single man, by deed dated the 26<sup>th</sup> day of November, 2007, and recorded in Deed Book 280, Page 604, both in the Montgomery County Clerk's office.
187. All that tract of land known as the Horse Cave Microwave Tower site and easement located North of Kentucky 218 on Whootens Knob, approximately 2 miles East of Horse Cave in Hart County, consisting of 1.864 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Sherman McDaniels, et al., by deed dated November 18, 1977, and recorded in Deed Book 138, Page 462, Hart County Clerk's Office.

188. All that tract of land known as the Hot Mix Road Substation site located on the Hot Mix Road in Morgan County and containing 87.888 acres conveyed by Terry David Brown and Deborah Wolterman, his wife, to East Kentucky Power Cooperative, Inc., by deed dated February 24, 2011, and recorded in Deed Book 220, Page 181, Morgan County Clerk's Office.
189. All that tract of land known as the Howe Valley Microwave Tower site and located near the Old Shipley Graveyard in Hardin County, consisting of 0.2 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Mid-Valley Pipeline Co. by deed dated January 22, 1992, and recorded in Deed Book 725, Page 35, Hardin County Clerk's Office.
190. All that tract of land known as the Hunt Substation site and located approximately 1 mile South of Hunt, Ky., #974, consisting of 1.21 acres, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 186, Page 283, Clark County Clerk's Office.
191. All that tract of land known as the Hunt Farm Substation site and located off of US 150 in Boyle County, consisting of 3.923 acres, and being conveyed to East Kentucky Power Cooperatives from H.P. Hunt Properties, LLC by deed dated December 12<sup>th</sup>, 2010, and recorded in Deed Book 475, Page 52, Boyle County Clerk's Office.
192. All that parcel of land known as the Inez Substation and located in Martin County, Kentucky, lying and being near Calloway Road and Ky Hwy 40 containing 1.256 acres and acquired from Belva Osborne to East Kentucky Power Cooperative on March 7, 2006 by deed recorded in Deed Book 161 at Page 251 in the Martin County Clerk's office.
193. All that tract of land known as the Index Substation site and located East of Kentucky 191, 0.5 mile East of intersection of U.S. 460, consisting of 1.376 acres, and being conveyed to East Kentucky RECC from Victorine May, et al., by deed dated January 8, 1973, and recorded in Deed Book 111, Page 311, Morgan County Clerk's Office.
194. All that tract of land known as the Ingle Substation site and located on Highway 837, about 7.4 miles Southwest of Nancy, Ky., consisting of 0.23 acre, and being conveyed to East Kentucky RECC from Cleo and Leatra Whittle by deed dated May 19, 1972, and recorded in Deed Book 325, Page 455, Pulaski County Clerk's Office.
195. All that tract of land known as the Inland Container Substation site and located on KY HWY 8, consisting of 1.446 acres, and being conveyed to

East Kentucky Power Cooperative from Indiana Container Corporation by deed dated November 20, 1991 and recorded in Deed Book 244, Page 221, Mason County Clerk's Office.

196. All that tract of land known as the J.B. Galloway Substation site and located at the intersection of Old U.S. 68/KY 80 and relocated U.S. 68/KY 80, 4 miles West of Edmonton, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from J.O. and Joy Shive by deed dated July 13, 1989, and recorded in Deed Book 81, Page 344, Metcalfe County Clerk's Office.
197. All that parcel of land known as the Jabez Substation and easements in Russell County, Kentucky, lying on the south side of Highway 196 approximately 7 miles southwest of Faubush, Kentucky and containing approximately 1.896 acres more or less, conveyed to East Kentucky Power Cooperative, Inc. by Teddy Harris and Teresa Harris, his wife, by deed dated January 31, 2008, recorded in Deed Book 262, Page 611, Russell County Clerk's office.
198. All that tract of land known as the Jacksonville Substation site and located in Bourbon County, Kentucky, near the community of Jacksonville, consisting of 1.99 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Birtle L. Spencer and Patricia H. Spencer, his wife, by deed dated July 25, 1998, and recorded in Deed Book 232, Page 611, Bourbon County Clerk's Office.
199. All that tract of land known as the Jamestown District Substation site and located in Russell County, Kentucky, lying near Kentucky Highway #92, consisting of 3.697 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from John Blankenship, Jr. and Jeanette Blankenship, husband and wife, by deed dated August 27, 2002, and recorded in Deed Book 207, Page 414, in the Russell County Clerk's Office. On October 12, 2004, 1.530 acres was conveyed from East Kentucky Power Cooperative, Inc. to Ricky J. and Beverly A. Brockman, his wife, by deed dated October 5, 2004 and of record in Russell County, Kentucky.
200. All that tract of land known as the Jeffersonville Substation site and located on the south side of Kentucky Highway #1050 about 3.8 miles East of Jeffersonville, near Little Ella Church in Montgomery County, Ky., consisting of 1.661 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Teddy E. Martin, et ux, by deed of correction dated February 20, 1996, and recorded in Deed Book 220, Page 380, and by deed dated December 22, 1995, recorded in Deed Book 220, Page 10, both in the Montgomery County Clerk's Office.

201. All that tract of land known as the Jellico Creek Substation site and located North of Highway 92, consisting of 1.098 acres, and being conveyed to East Kentucky RECC from Sarah Creekmore, et al., by deed dated September 12, 1973, and recorded in Deed Book 246, Page 43, Whitley County Clerk's Office.
202. All that tract of land known as the Jenny Wiley Substation site and located 0.5 mile North of the intersection of U.S. 23 and KY 1107 near Auxier, consisting of 0.404 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Auxier Road Real Estate Co. by deed dated June 28, 1978, and recorded in Deed Book 234, Page 533, Floyd County Clerk's Office.
203. All that tract of land known as the Jericho Substation site and located on Kentucky Highway #153, consisting of 1.377 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Kelly's Restaurant, Inc. by deed dated September 18, 1996, and recorded in Deed Book 192, Page 333, Henry County Clerk's office.
204. A tract of land known as the Joe Knob Microwave Tower site on top of Joe Knob in Harlan County containing approximately 0.04 acres and having been leased by East Kentucky Power Cooperative, Inc., from Timberlands, Inc., by Lease dated September 10, 1993, and recorded in Lease Book 36, Page 665, Harlan County Clerk's Office.
205. All that tract of land known as the Kargle Substation site and located in the Elizabethtown Industrial Park on U.S. Highway 62, southwest of Elizabethtown, consisting of 0.75 acre, and conveyed to East Kentucky Power Cooperative, Inc. from A. P. Technoglass Corp. by deed dated June 14, 1988, and recorded in Deed Book 632, Page 273, Hardin County Clerk's Office.
206. All that tract of land known as the Keavy Substation site and located near Keavy, West of KY 312, consisting of 1.34 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Otis and Doris Williams by deed dated October 17, 1975, and recorded in Deed Book 243, Page 83, Laurel County Clerk's Office.
207. All that tract of land known as the Keith Substation site and located 3 miles South of Owenton, 500 feet South of the intersection of KY 227 and KY 330, consisting of 1.483 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Roy L. and Dorothy Millers, et al., by deed dated

March 29, 1975, and recorded in Deed Book 129, Page 632, Owen County Clerk's office.

208. All that tract of land known as the Kenton County Switching Station site and located on North side of Highway 16 and about 1,500 feet Northwest of Highway 16 and Bank Lick Road intersection, consisting of 4.194 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Earl and Pearl Perrin by deed dated July 24, 1980, and recorded in Deed Book 241, Page 104, Kenton County Clerk's Office.
209. All that tract of land known as the Knob Lick Substation site and located on outskirts of Knob Lick, Ky., on Highway 70, consisting of 1 acre, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 55, Page 242, Metcalfe County Clerk's Office.
210. All that tract of land known as the Lancaster Substation site and located approximately 5 miles North of Lancaster on Highway 39, consisting of 0.622 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 94, Page 63, and from Opal McMillian by deed dated February 3, 1992, and recorded in Deed book 156, Page 474, both in the Garrard County Court Clerk's Office.
211. All that tract of land known as the Laurel County Industrial Park Substation Site and located approximately 3 miles west of Interstate Highway I-75 at the Kentucky Highway 80 interchange, and lying between Sinking Creek Road (KY #1535) and Fairview Road in Laurel County, Kentucky, consisting of 1.774 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Laurel County Industrial Development Authority by Deed dated March 23, 1995, and recorded in Deed Book 443, Page 485, Laurel County Clerk's Office.
212. All that tract of land known as the Laurel Ridge Landfill Gas Plant site located in Laurel County and conveyed by Laurel Ridge Landfill, LLC to East Kentucky Power Cooperative, Inc., by unrecorded Site Lease Agreement dated August 30, 2002.
213. All that tract of land known as the Laurel Switching Station site and located in Laurel County, consisting of 4.14 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Denver and Opal Patton by deed dated June 18, 1980, and recorded in Deed Book 290, Page 182, Laurel County Clerk's Office.

214. All that tract of land known as the Lebanon Junction Switching Station site and located on KY 155 approximately 1.5 miles from the junction with county road on left, consisting of 3.739 acres, and being conveyed to East Kentucky RECC from Marcus and Elizabeth Clark by deed dated January 29, 1963, and recorded in Deed Book 79, Page 363, Bullitt County Clerk's Office.
215. All that tract of land known as the Lebanon Substation site and located on Harrison Street at Southeast city limits of Lebanon, consisting of 0.303 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed date January 1, 1967, and recorded in Deed Book 88, Page 200, Marion County Clerk's Office.
216. All that tract of land known as the Lees Lick Substation site and located at Lees Lick, consisting of 0.52 acre, and being conveyed to East Kentucky RECC from Harrison Co. RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 893, Harrison County Clerk's Office.
217. All that tract of land known as the Lees Lick Substation Addition site and located at Lees Lick, near the Lees Lick-Connersville Road, about 9.1 miles southwest of Cynthiana, consisting of .259 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Kevin Moore and Janet Moore, his wife, by deed dated July 2, 2001, and recorded in Deed Book 249, Page 225, Harrison County Clerk's Office.
218. All that tract of land known as the Leon Substation site and located approximately 3 miles South of Grayson, Ky., on Highway 7, consisting of 0.388 acre, and being conveyed to East Kentucky RECC from Grayson Co. RECC by deed dated January 1, 1967, and recorded in Deed Book 143, page 525, Carter County Clerk's Office.
219. All that tract of land known as the Liberty Church Substation site and easements, lying and being near the intersection of KY Highway 3436 and private drive, in Knox County, Kentucky and consisting of 1.674 acres, and being conveyed to East Kentucky Power Cooperative, Inc., from William H. Smith and Leann Smith, his wife, by deed dated April 19, 2007 and recorded in Deed Book 364 at page 87 in the Knox County Clerk's office.
220. All that tract of land known as the Liberty Junction Switching Station site and located on Southwest side of a county road near Lawborn Hill, approximately 2.5 miles Southeast of Yosemite, consisting of 1.748 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Clifford and Elizabeth Wesley by deed dated June 10, 1977, and recorded in Deed Book 98, Page 186, Casey County Clerk's Office.

221. All that tract of land known as the Lily Tulip Capacitor Bank site and located on South side of Summers Land about 6.5 miles East of Bardstown, about 1.5 miles South of Woodlawn, consisting of 2.002 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Anthony and Charlotte Hagan by deed dated October 2, 1992, and recorded in Deed Book 298, Page 577, Nelson County Clerk's Office.
222. All that parcel of land known as the Little Mount Substation located in Spencer County, Kentucky, lying and being near intersection of Ky Hwy #44 and Miller Road, and containing 1.291 acres and acquired by deed from Lois Ann Bridgewater and David Bridgewater, dated April 13, 2005, as recorded in Deed Book 196 Pg. 168 in the Spencer County Clerks Office.
223. All that tract of land known as the Logan Substation site and located on Highway 55, South of Shelbyville, consisting of 1.07 acres, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 167, Page 291, Shelby County Clerk's Office.
224. All that tract of land known as the T. Brown Logsdon Substation site containing 1.307 acres and located approximately 1.3 miles north of Vine Grove between Hill Street and Lorraine Street, being conveyed to East Kentucky Power Cooperative, Inc. from Robert Stiles and Linda L. Stiles, his wife, by deed dated April 17, 1998, and recorded in Deed Book 899, Page 247, Hardin County Clerk's Office.
225. All that tract of land known as the Long Run Substation site and located along Kentucky 362, Aiken Road, being conveyed to East Kentucky Power Cooperative, Inc. from Lynn R. Stuedle and Ruth Ann Hodges, co-executors of the Estate of Mary F. Stuedle, by deed dated February 17, 2000, and recorded in Deed Book 380, Page 281, Shelby County Clerk's Office.
226. All that tract of land known as the Loretto Substation site and located approximately 6 miles Northwest of Lebanon on Highway 52, consisting of 0.516 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 88, Page 200, Marion County Clerk's Office.
227. All that tract of land known as the Low Gap Substation site and located on Kentucky Highway 2, Green, KY (Greenup Co.), and being conveyed to East Kentucky Power Cooperative, Inc. from Daniel and Jo Ann Brown, by



deed dated April 19, 2000, and recorded in Deed Book 477, Page 359, Greenup County Clerk's Office.

228. All that tract of land known as the Lyman B. Williams Substation site and located near U. S. Highway #62, about 3.5 miles East of Elizabethtown, consisting of 0.613 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Joseph Paul and Linda C. Caldwell by deed dated December 14, 1995, and recorded in Deed Book 830, Page 540, Hardin County Court Clerk's Office.
229. All that tract of land known as the Maggard Substation site and located approximately 8.2 miles North of Salyersville on Highway 7, East approximately 4.6 miles on Highway 1081, consisting of 0.727 acre, and being conveyed to East Kentucky RECC from Dud and Ruby Howard by deed dated December 26, 1963, and recorded in Deed Book 93, Page 10, Magoffin County Clerk's Office.
230. All that tract of land known as the Magnolia Substation site and located in Larue County off New Highway 31E, consisting of 1 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 547, Larue County Clerk's Office.
231. All that tract of land known as the Magoffin County Switching Station site and located on the Northwest side of Meadows Road near Meadows Branch between Sublett and Royalton in Magoffin County, consisting of 1.267 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Una Howard by deed dated July 3, 1990, and recorded in Deed Book 139, Page 762, Magoffin County Clerk's Office.
232. A tract of land known as the Manchester Capacitor Bank site containing approximately 0.3 acres and conveyed by Susan Caudill, et al, to East Kentucky Power Cooperative, Inc., by Easement dated January 19, 1956, and recorded in Deed Book 107, Page 400, Clay County Clerk's Office.
233. All that tract of land known as the Maplesville Substation site and located 4.3 miles Northeast of London on Kentucky Highway 638 in Laurel County, consisting of 4.278 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Walter Maples, et al., by deed dated September 24, 1990, and recorded in Deed Book 382, Page 135, Laurel County Clerk's Office.
234. All that tract of land known as the Maretburg Substation site and located at the Northwest corner of the Mt. Vernon Plastics, Inc. property, consisting of

1.08 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mt. Vernon Plastics Corp. by deed dated February 25, 1988, and recorded in Deed Book 133, Page 301, Rockcastle County Clerk's Office.

235. All that tract of land known as the Mariba Substation site located on Kendrick Ridge Road in Mariba, Kentucky, about 6.2 miles southeast of Frenchburg, Kentucky, consisting of 1.291 acres, conveyed from Ronald D. Back, et ux, to East Kentucky Power Cooperative, Inc., by deed dated August 11, 1994, and recorded in Deed Book 70, Page 64, Menifee County Clerk's Office.
236. All that tract of land known as the Marion County Substation site and located in the Marion County Industrial Foundation, Industrial Park Subdivision about 2.2 miles southwest of Lebanon, near Ky. Highway 208, consisting of 2.083 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Marion County Industrial Foundation, Inc. by deed dated February 15, 1995 and recorded in Deed Book 178, Page 683, Marion County Clerk's office.
237. All that tract of land known as the Martin County Substation site and located on the East side of Kentucky 40 near the Johnson-Martin county line, consisting of 1.07 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Thomas and Della Wilson by deed dated December 14, 1982, and recorded in Deed Book 92, Page 46, Martin County Clerk's Office.
238. All that tract of land known as the Mason County Landfill Gas Plant site located in Mason County and conveyed by the Mason Fiscal Court to East Kentucky Power Cooperative, Inc., by unrecorded Site Lease Agreement dated November 13, 2007.
239. All that tract of land known as the Maysville Industrial Park Substation site and located on Lot #3 on Minor Subdivision Plat, consisting of 1.608 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Maysville-Mason County Industrial Development Authority by deed dated February 14, 1997, and recorded in Deed Book 268, Page 599, Mason County Clerk's Office.
240. All that tract of land known as the Maytown Substation site and located on the East side of Kentucky 1010, 0.3 mile Northeast of Kentucky 946 near Maytown, consisting of 1.51 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Stephen M. Genedon, by deed dated September 21, 1981, and recorded in Deed Book 132, Page 774, Morgan County Clerk's Office.

241. All that tract of land known as the Mazie Substation site and located approximately 4.5 miles West of Martha, Ky., on Highway 32, consisting of 0.756 acre, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 148, Page 46, Lawrence County Clerk's Office.
242. All that tract of land known as the MBUSA substation site and easements, located 1647.3 feet from intersection of centerline of Shorland Drive and Carbon Way, consisting of 1.646 acres, and being conveyed to East Kentucky Power Cooperative, from Messier-Bugatti USA, LLC(formally known as A-Card L.L.C.) by deed dated March 26<sup>th</sup>, 2012, and recorded in Deed Book 1006, Page 834, Boone County Clerk's Office.
243. All that tract of land known as the McCreary County Substation site and located on the South side of Round Top Road, approximately 1.6 miles Southwest of Revelo, off Kentucky Highway 742 near Hickory Grove, consisting of 13.375 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Tim and Patsy Cox by deed dated April 11, 1992, and recorded in Deed Book 123, Page 96, McCreary County Clerk's Office.
244. All that tract of land known as the McKee Substation site located at the East edge of McKee on Route 421, consisting of 1.41 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 76, Page 268, Jackson County Clerk's Office.
245. All that tract of land known as the McKinney Corner Substation site and located on the Greensburg and Edmington Highway 68 in Greensburg, consisting of 0.99 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 146, Page 460, Green County Clerk's Office.
246. All that tract of land known as the Middle Creek Substation site and located 2 miles West of Prestonsburg, Ky., on Highway 114, consisting of 0.54 acre, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 197, Page 579, and from Hershel Owens, et ux, by deed dated March 11, 1992, and recorded in Deed Book 355, Page 164, both in the Floyd County Clerk's Office.
247. All that tract of land known as the Mile Lane Substation site and located in Taylor County off of Mile Lane, consisting of 1 acre, and being conveyed to

East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 148, Page 406, Taylor County Clerk's Office.

248. All that tract of land known as the Millers Creek Substation site and located approximately 9 miles Southeast of Irvine on Highway 52, consisting of 0.317 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 122, Page 315, Estill County Clerk's Office.
249. All that tract of property known as Miller Hunt Substation site and easement, located in Clark County, Kentucky, along Miller Hunt Road, approximately 0.3 miles North of the intersection of Miller Hunt Road and KY Hwy 15, containing 1.273 acres and conveyed to East Kentucky Power Cooperative, Inc. from Donald R. Bellamy and Judith D. Bellamy by deed dated the 28<sup>th</sup> day of August, 2004, and of record in Deed Book 421, Page 354 in the Clark County Clerk's Office.
250. All that tract of land known as the Millersburg Substation site and located on the west side of Miller Station Road, about 1,728 feet north of the intersection of said road with Pleasant Springs Road, consisting of 2.645 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Harold R. Letton and Eloise Letton Wiglesworth, by deed dated March 8, 1996, and record in Deed Book 93, Page 716, Nicholas County Clerk's Office.
251. All that tract of land known as the Milton Substation site and located approximately 2 miles South of Milton on Highway 1255, consisting of 0.917 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 46, Page 90, Trimble County Clerk's Office.
252. All that tract of land known as the Monticello Substation site and located 2 miles North of Monticello on Highway 90, consisting of 0.459 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 126, Page 44, Wayne County Court Clerk's Office.
253. All that tract of land known as the Mt. Olive Substation site and located approximately 6.7 miles South of Yosemite on Highway 70, consisting of 1.9 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 79, Page 273, Casey County Clerk's Office.

254. All that tract of land known as the Mt. Sterling Substation site and located approximately 4 miles South of Mt. Sterling on Ky. 11, consisting of 0.98 acre, and being conveyed to East Kentucky RECC from Richard and Margaret Barnett by deed dated May 31, 1967, and recorded in Deed Book 121, Page 320, Montgomery County Clerk's Office.
255. All that tract of land known as the Mt. Washington Substation site and located 1.8 miles East of Mt. Washington, on the South side of Kentucky Highway 44, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
256. All that tract of land known as the Munfordville Substation site and located approximately 3 miles North of Munfordville on Highway 31W, consisting of 1.882 acres, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 114, Page 15, Hart County Court Clerk's Office, and from Cecil and Luana Clauson by deed dated October 24, 1972, and recorded in Deed Book 123, Page 215, Hart County Clerk's Office.
257. All that tract of land known as the Munk Substation site and located approximately 9.8 miles Southwest of Walton on Highway 16, consisting of 1.687 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 35, Page 446, Gallatin County Clerk's Office.
258. All that tract of land known as the Murphysville Substation site and located East of Murphysville, Ky. on Highway 62, consisting of 22.35 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 567, Mason County Clerk's Office, and from Lowell T. and Flora Joann Mason by deed dated February 21, 1976, and recorded in Deed Book 196, Page 580, Mason County Clerk's Office.
259. All that tract of land known as the Nancy Substation site and located approximately 1 mile West of Nancy on Highway 96, consisting of 1 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office.
260. All that tract of land known as the Nelson County Switching Station site and located .1 mile North of Kentucky 46, 0.8 mile Northeast of Nelsonville, Ky., consisting of 4.96 acres, and being conveyed to East

Kentucky Power Cooperative, Inc. from Herbert Phelps, et al., by deed dated June 18, 1981, and recorded in Deed Book 233, Page 133, Nelson County Clerk's Office.

261. All that tract of land known as the Nelson Valley Substation site and located on the North side of Stylesville Road about two miles North of the city of Somerset, Kentucky, consisting of 1.676 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Gerald Brinson and Pam Brinson, husband and wife., by deed dated November 25, 2003, and recorded in Deed Book 730 at Page 500, Pulaski County Clerk's Office.
262. All that tract of land known as the New Castle Microwave Tower site and located at the intersection of New Castle and Smithfield Road in Henry County, consisting of 3.0 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mid-Valley Pipeline Company by deed dated November 27, 1991, and recorded in Deed Book 170, Page 160, and by Assignment of anchor easement dated December 20, 1991, and recorded in Deed Book 170, Page 163, both in the Henry County Clerk's Office.
263. All that tract of land known as the New Castle Substation site and located approximately 2 to 3 miles East of New Castle on Highway 573, consisting 1 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 112, Page 490, Henry County Clerk's Office.
264. All that tract of land known as the New Liberty Substation site and located 3/4 mile East of New Liberty on U.S. 227, consisting of 0.18 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 113, Page 549, Owen County Clerk's Office.
265. All that tract of land known as the Newby Substation site and located on the outskirts of Newby on Maple Grove Road, consisting of 0.517 acre, and being conveyed to East Kentucky RECC from Blue Grass RECC by deed dated January 1, 1967, and recorded in Deed Book 239, Page 488, Madison County Clerk's Office.
266. All that tract of land known as the Newfoundland Substation site and located in the town of Newfoundland on Highway 7, consisting of 1.39 acres, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 52, Page 321, Elliott County Clerk's Office.

267. All that tract of land known as the Nicholasville Substation site and located 3 miles East of Nicholasville on Highway 169, consisting of 0.372 acre, and being conveyed to East Kentucky RECC from Blue Grass RECC by deed dated January 1, 1967, and recorded in Deed Book 100, Page 66, Jessamine County Clerk's Office.
268. All that tract of land known as the Ninevah Substation site and located on the Southwest side of Highway 326, approximately 5 miles Northeast of Lawrenceburg, consisting of 1 acre, and being conveyed to East Kentucky RECC from Edgar Robinson, et al., by deed dated October 4, 1966, and recorded in Deed Book 64, Page 232, Anderson County Clerk's Office.
269. All that boundary of land known as the North Clark Substation site located on or near Donaldson Road in Clark County containing 59.089 acres and conveyed to East Kentucky Power Cooperative, Inc., by the following deeds:
- 1) Deed dated June 1, 2006 from Joey Reffett and Gulena Reffett, his wife, and recorded in Deed Book 434, Page 432;
  - 2) Deed dated June 6, 2006, from Janet Belcher Smallwood and Timothy Smallwood, her husband, and recorded in Deed Book 434, Page 435;
  - 3) Deed dated June 6, 2006, from Joseph Ed Stearns and Therese Stearns, his wife, and recorded in Deed Book 434, Page 428;
  - 4) Deed dated May 8, 2006, from Roby Ballard II and Dawn Ballard, his wife, recorded in Deed Book 433, Page 42; and
  - 5) Deed dated February 10, 2006, from Ronald D. Tevis and Shirley J. Tevis, his wife, and recorded in Deed Book 430, Page 580.

LESS and EXCEPT 26.02 acres, more or less, conveyed to East Kentucky Power Cooperative, Inc., by the following deeds:

- 1) Deed dated October 3, 2006, to Earl S. Anderson and Sue F. Anderson, his wife, and recorded in Deed Book 437, Page 355;
- 2) Deed dated October 31, 2006, to Jacquelyn Ann Conant and Daniel Alverson, and recorded in Deed Book 438, Page 58; and
- 3) Deed dated June 16, 2006, to Joseph Ed Stearns and Therese Stearns, his wife, and recorded in Deed Book 434, Page 440.

All deeds are of record in the Clark County Clerk's Office.

270. All that tract of land known as the North Corbin Substation site and located on the East side of Watch Road approximately 800 feet South of intersection of Kentucky 1629 and Watch Road, consisting of 1.315 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Ernie

Wells by deed dated July 23, 1979, and recorded in Deed Book 189, Page 690, Knox County Clerk's Office.

271. All that tract of land known as the North Floyd Substation site and located near Parlor Grove Road, approximately 2 miles east of Waynesburg, consisting of 1.404 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Johnnie Padgett and Darlene S. Padgett, his wife, by deed dated July 12, 2001, and recorded in Deed Book 317, Page 624, Lincoln County Clerk's Office.
272. All that tract of land known as the North Madison Substation site and located along Kentucky 1156, Jacks Creek Pike, approximately 8 miles northwest of Richmond, consisting of 1.30 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Ralph Chasteen and Georgia M. Chasteen, his wife, by deed dated January 16, 2001, and recorded in Deed Book 524, Page 815, Madison County Clerk's Office.
273. All that tract of land known as the North Springfield Substation site and located near the Springfield and Willisburg Highway, consisting of 2.62 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 142, Page 124, Washington County Clerk's Office.
274. All that tract of land known as the Norwood Substation site and located 1.4 miles North of the city limits of Somerset on U.S. 27, consisting of 1.11 acres, and being conveyed to East Kentucky RECC from Herbert A. Stykes, et al., by deed dated August 8, 1967, and recorded in Deed Book 277, Page 493, Pulaski County Clerk's Office.

A partial release of this property has been recorded and conveyed to Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, containing .082 acres and 0.106 acres by way of a Deed of Conveyance dated March 14, 2006 and of record in Deed Book 22, Page 351, Pulaski County Clerk's Office.

275. All that tract of land known as the Oak Hill Substation site and located on the Northeast side of Normans Lane approximately .2 mile Southeast of the Oak Hill Road near Somerset, consisting of 1.15 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from James and Rose Hart by deed dated February 14, 1985, and recorded in Deed Book 437, Page 293, Pulaski County Clerk's Office.
276. All that parcel of land known as Oak Ridge Substation site, located in Lewis County, Ky Hwy 3310 at the intersection of centerline of Kilbreth



Road just east of the community of Foxport, containing 1.291 acres and conveyed to East Kentucky Power Cooperative, Inc., from Billy Franklin Stamm, et ux, by deed dated April 27, 2005, and recorded in Deed Book 208, Page 249, in the Lewis County Clerk's Office.

277. All that tract of land known as the Oakdale Substation site and located approximately 16.3 miles East of Beattyville, Ky., on Highway 52, consisting of 0.43 acre, and being conveyed to East Kentucky RECC from Licking Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 118, Page 514, Breathitt County Clerk's Office.
278. All that tract of land known as the Oakley Noel Substation site and located at 1525 Elliston Road, Dry Ridge, KY, and being conveyed to East Kentucky Power Cooperative, Inc. from Larry Dale and Peggy Jean Spillman, by deed dated January 5, 2000, and recorded in Deed Book 257, Page 453, Grant County Clerk's Office.
279. All that tract of land known as the Oneida Substation site and located East of Kentucky 11, approximately 0.6 mile North of intersection of Kentucky 11 and Kentucky 66 near Oneida, consisting of 1.37 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Preston and Ruby Baker by deed dated June 28, 1982, and recorded in Deed Book 173, Page 323, Clay County Clerk's Office.
280. All that tract of land known as the Oven Fork Substation site and located 12 miles Northeast of Cumberland, Ky., on Kentucky 119, consisting of 1.79 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Lillian Raleigh by deed dated July 29, 1981, and recorded in Deed Book 258, Page 320, Letcher County Clerk's Office.
281. All that tract of land known as the Owen County Switching Station site and located 1 mile East of New Liberty, Ky., at intersection of Kentucky 36 and U.S. 227, consisting of 3.89 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Bruce and Janet Fryman by deed dated November 16, 1981, and recorded in Deed Book 145, Page 80, Owen County Clerk's Office.
282. All that parcel of land known as the Oxford Substation and easements and located in Scott County, Kentucky, containing 1.292 acres by survey conveyed from Duard Traylor, Jr. and Tackie Traylor, his wife, to East Kentucky Power Cooperative, Inc., by deed dated the 27th day of April, 2005 and recorded in Deed Book 291, Page 516 in the Scott County Clerk's Office.

283. All that tract of land known as the P.P.G. Substation site and located near Menelaus Road North of Berea, consisting of 1.32 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from PPG Industries, Inc. by deed dated May 18, 1989, and recorded in Deed Book 400, Page 199, Madison County Clerk's Office.
284. All that tract of land known as the Pactolus Substation site and located 1 mile North of Grayson near Kentucky Highway 1959 and East of Hidden Hills Subdivision in Carter County, consisting of 1.722 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Clayton and Faye Burnett by deed dated March 27, 1991, and recorded in Deed Book 208, Page 676, Carter County Clerk's Office.
285. All that tract of land known as the Parkway Substation site and located within the Glasgow-Barren County Industrial Park in the southeast quadrant of the intersection between the Cumberland Parkway and U.S. Highway 31E, consisting of 1.35 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Glasgow/Barren County Industrial Development and Economic Authority, by deed dated May 29, 1987 and recorded in Deed Book 218 at page 28 in the Barren County Clerk's office.
286. All that tract of land known as the Peasticks Substation site and located 3.8 miles east of Owingsville and on the west side of Peasticks Road about 0.7 mile south of the community of Peasticks in Bath County, Kentucky, consisting of 2.05 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Walden and Dorothy Lee McCarty by deed dated October 28, 1994, and recorded in Deed Book 178, Page 53, Bath County Clerk's Office.
287. All that tract of land known as the Pelfrey Substation site and located 2 miles East of Olive Hill on Highway 60, consisting of 1.04 acres, and being conveyed to East Kentucky RECC from Otto and Fern Smith by deed dated October 4, 1966, and recorded in Deed Book 135, Page 287, Carter County Clerk's Office.
288. All that tract of land known as the Pendleton County Landfill Gas Plant site located in Pendleton County and conveyed by Rumpke of Kentucky, Inc. to East Kentucky Power Cooperative, Inc., by unrecorded Site Lease Agreement dated January 9, 2006.
289. All that tract of land known as the Penn Substation site and located at Josephine, Ky., consisting of 0.918 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 108, Page 444, Scott County Clerk's Office.

290. All that tract of land known as the Perryville Substation site and located 1/2 mile North of Perryville on Highway 68, consisting of 0.54 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 166, Page 413, Boyle County Clerk's Office.
291. All that tract of land known as the Peytons Store Substation site and located approximately 0.3 mile North of Peytons Store, Ky., at junction of Highway 243E and 78, consisting of 0.53 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 79, Page 260, Casey County Clerk's Office.
292. All that tract of land known as the Phil Substation site and located near Phil, Ky., on U.S. 127 consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 122, Page 131, Casey County Clerk's Office.
293. All that tract of land known as the Pine Grove Substation Site and located approximately 4 miles south of London, Kentucky, on Maple Grove Road, consisting of 1.919 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Charles E. Vires and Jewell Vires, by Deed dated July 14, 1995, and recorded in Deed Book 447, Page 598, Laurel County Clerk's Office.
294. All that tract of land known as the Pine Knot Substation site and located 1 mile Northeast of Pine Knot on the North side of Kentucky 92, consisting of 1.38 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Cecil and Ittylene Trammell by deed dated September 10, 1980, and recorded in Deed Book 92, Page 50, McCreary County Clerk's Office.
295. All that tract of land known as the Pine Mountain Substation site and located on North side of Kentucky 221 East of Bledsoe, consisting of 0.66 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Riley Lee Osborne by deed dated February 8, 1983, and recorded in Deed Book 254, Page 654, Harlan County Clerk's Office.
296. All that tract of land known as the Pleasant Grove Substation site and located on the Raymond Road, 161 feet North of Kentucky Highway 44, consisting of 1.78 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.

297. All that tract of property known as Plummer's Landing Substation, the following certain tract of real property situated, lying and being near Plummers Landing Road and Kentucky Hwy #32, in Fleming County, Kentucky , containing 1.816 acres and conveyed to East Kentucky Power Cooperative, Inc. by Donald G. Logan and Elaine H. Logan by deed dated the 23<sup>rd</sup> day of July 2004, and recorded in Deed Book No. 219 on Page 745, in the Fleming County Clerk's Office.
298. All that tract of land known as the Plumville Switching Station site and located 2,000 feet Northeast of intersection with Kentucky 1449, 2 miles Northwest of Orangeburg, consisting of 4.61 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Stanley and Alma Lyons by deed dated December 16, 1974, and recorded in Deed Book 194, Page 20, Mason County Clerk's Office.
299. All that tract of land known as the Powell Switching Station site and located on Hall's Lane in Stanton, Ky., opposite high school, consisting of 10.23 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Lennie Tharpe, et al., by deed dated September 18, 1980, and recorded in Deed Book 85, Page 17, and by deed dated September 18, 1980, from Hobart Hall, et ux, and recorded in Deed Book 84, Page 21, and by deed dated April 16, 2010, from Clark Energy Cooperative, Inc., and recorded in Deed Book 174, Page 52, all of which are recorded in the Powell County Clerk's Office.
- LESS and EXCEPT 1.241 acres conveyed to Clark Energy Cooperative, Inc., by deed dated August 12, 2008, and recorded in Deed Book 170, Page 23, in the Powell County Clerk's Office.
300. All that tract of land known as Powell Taylor Substation site identified as Tract 7B, a total of 3.496 acres, as shown on the Plat in Plat Cabinet B, Slide 169 recorded in the Anderson County Court Clerk's Office, and conveyed to East Kentucky Power Cooperative, Inc., from Russell B. Crabtree, et ux, by deed dated September 26, 2005, and recorded in Deed Book No. 228 on Page 702, in the Anderson County Court Clerk's office
301. All that tract of land known as the Pulaski County 161 KV line and located at Pulaski County and North of the Town of Science Hill, Kentucky, consisting of 11.0318 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Carson Sizemore and Carol Sizemore, husband and wife by deed dated July 24, 2002, and recorded in Deed Book 699, Page 631, Pulaski County Clerk's Office.

302. All that Tract of land known as the Pulaski County Switching Station site and located in located in Pulaski County, Kentucky, lying and being near Todd Road and Route 27, consisting 2.089 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Elbert Gene Benge and Leda Benge, his wife, by deed dated December 27, 2001, and recorded in Deed Book 703, Page 385, Pulaski County Clerk's office.
303. All that tract of land known as the Radcliff Substation site and located near the Red Hill Road and Clyde Road, consisting of 1.37 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 546, Hardin County Clerk's Office.
304. All that tract of land known as the Rectorville Substation site and located on the Owl Hollow Road, consisting of 1.457 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Eunice Weaver by deed dated November 22, 1976, and recorded in Deed Book 198, Page 585, Mason County Clerk's Office.
305. All that tract of land known as the Redbush Substation site and located 3 miles North of Redbush on Highway 459, consisting of 1.55 acres, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 156, Page 528, Johnson County Clerk's Office.
306. All that tract of land known as the Reid Village Substation site and located on the south side of U.S. Highway 60, about 2.53 miles west of Mt. Sterling and adjoining the west side of Hillcrest Subdivision in Reid Village, being conveyed to East Kentucky Power Cooperative, Inc. from Mitchell H. Potter and Glenna A. Potter, his wife, by deed dated May 20, 1998, and recorded in Deed Book 231, Page 479, Montgomery County Clerk's Office.
307. All that tract of land known as the Renaker Microwave Tower site and located in Harrison County, and being conveyed to East Kentucky RECC from Smith and Katherine McNees by easement dated March 9, 1973, and recorded in Deed Book 145, Page 519, Harrison County Clerk's Office.
308. All that tract of land known as the Renaker Switching Station site and located 7 miles Northeast of Cynthiana on Kentucky 36, consisting of 6.85 acres, and being conveyed to East Kentucky RECC from Charles and Clarice Parsons by deed dated January 25, 1963, and recorded in Deed Book 124, Page 348, Harrison County Court Clerk's Office, and from Harrison RECC, by deed dated April 1, 1955, and recorded in Deed Book 119, Page 621, Harrison County Court Clerk's Office, and from Ray and

Mildred Fookes by deed dated November 6, 1954, and recorded in Deed Book 117, Page 398, Harrison County Clerk's Office.

309. All that tract of land known as the Rice Station Substation site and located East of Rice Station on Highway 52, consisting of 0.36 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 122, Page 315, Estill County Clerk's Office.
310. All that parcel of land known as the Richwood Substation site situated, lying and being near Hicks Pike in Boone County, Kentucky, and containing 28.0 acres by survey. Said property was conveyed to East Kentucky Power Cooperative, Inc., from Dennis W. Collins, et al, by Deed dated June 26, 2009 and of record in Deed Book 970 at Page 774 in the Boone County Clerk's office.
311. All that tract of land known as the Richardson Distribution Substation Site and located approximately 0.25 miles northwest of Kentucky Highway 17 on the west side of Far Hills Drive, consisting of 3.0536 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by James K. Gerwe and Kimberly Hassett, by Deed dated July 24, 1995, and recorded in Deed Book 403, Page 98, Kenton County Clerk's Office.
312. All that tract of land known as the Rineyville Substation site and located in Hardin County, Kentucky, consisting of 2.828 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Francis M. Raine Sr. and June T. Raine, husband and wife, by deed dated December 18, 2003, and recorded in Deed Book 1100 at Page 480, Hardin County Clerk's Office.
313. All that tract of land known as the Rockhold Substation site and located near Rockhold, consisting of 0.97 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 228, Page 285, Whitley County Clerk's Office.
314. All that tract of land known as the Rowan County Transmission Station site and located between Kentucky Highway #32 and Cristy Creek, about 2.5 miles East of Morehead, Ky., containing 2.968 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Ronald Tucker and Lyda S. Carter by deed dated January 2, 1996, and recorded in Deed Book 174, Page 112, Rowan County Clerk's Office.
315. All that tract of land known as the Russell County Switching Station site and located on the West side of the Sewellton Road at the intersection of

Sewellton and Sawmill Road in Russell County, consisting of 7.58 acres, and being a portion of the property conveyed to East Kentucky Power Cooperative, Inc. from Cramer Mullis, et al, by and through Terril Flanagan, Master Commissioner of the Russell Circuit Court, by deed dated December 12, 1985 and recorded in Deed Book 103, Page 330, Russell County Court Clerk's Office. A description of the property retained by East Kentucky Power Cooperative, Inc. is contained in that deed dated April 11, 1986 from East Kentucky Power Cooperative, Inc. to Jim Edward Hadley, et ux and recorded in Deed Book 104, Page 371, Russell County Clerk's Office.

316. All that tract of land known as the Russell Springs Substation site and located at the Northwest city limits of Russell Springs on Highway 80, consisting of 0.894 acre, and being conveyed to East Kentucky RECC aka East Kentucky Power Cooperative, Inc. from South Kentucky RECC by deed dated December 17, 1965, and recorded in Deed Book 52, Page 76, and from Sam J. Tarter, a single man, by deed dated September 6, 2002, and recorded in Deed Book 207, Page 479, and from South Kentucky RECC by deed dated September 5, 2002, and recorded in Deed Book 208, Page 614, all of record in the Russell County Clerk's Office.
317. All that tract of land known as the Salem Substation site and located near Salem, Kentucky, consisting of 1.695 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Garfield Gosser and Alma Gosser, his wife, by deed dated January 17, 1997, and recorded in Deed Book 159, Page 608, Russell County Clerk's office.
318. All that tract of land known as the Salt Lick Substation site and located on Lick Ford School Road, approximately 1 mile South of State Highway 7, consisting of 0.25 acre, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 197, Page 579, Floyd County Clerk's Office.
319. All that tract of land known as the Sand Gap Substation site located near the intersection of Gravel Lick Road and Jack Thomas Road, consisting of 6.636 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Dennis Slone by deed dated June 7, 2001, and recorded in Deed Book 162, Page 209, Jackson County Clerk's Office.
320. All that trace of land known as the Sandy Hook Substation site located in Sandy Hook, Kentucky, on the waters of the Little Sandy River consisting of 2.283 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Kelly T. Mobley, et ux, by deed dated August 25, 1993, and recorded in Deed Book 82, Page 653, Elliott County Clerk's Office.

321. All that tract of land known as the Sewellton Junction Switching Station site and located about 4 miles Northwest from Russell Springs on Highway 1729, consisting of 1.53 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Oscar and Pearl Shaw, et al., by deed dated January 23, 1980, and recorded in Deed Book 85, Page 154, Russell County Clerk's Office.
322. All that tract of land known as the Sewellton Substation site and located 15 miles South of Russell Springs on Highway 432, consisting of 0.918 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 57, Page 423, Russell County Clerk's Office.
323. All that tract of land known as the Seymour Substation site, consisting of 4.79 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Douglas R. and Pamela Branstetter by deed dated July 5, 1978, and recorded in Deed Book 140, Page 764, Hart County Clerk's Office.
324. All that tract of land known as the Sharkey Substation site, consisting of 3.037 acres and located on the east side of Ky. Highway 801 about one mile north of Interstate Highway I-64 interchange, and being conveyed to East Kentucky Power Cooperative, Inc. from MMRC Regional Industrial Development Authority, Inc. by deed dated April 14, 2000, and recorded in Deed Book 194, Page 627, Rowan County Clerk's Office.
325. All that tract of land known as the Shelby City Substation site and located 1/2 mile South of Highway 35 and Ky. 300, consisting of 0.517 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 166, Page 413, Boyle County Clerk's Office.
326. All that tract of land known as the Shelby County Switching Station site and located on the Brunerstown Road, .36 mile from Joyes Station Road intersection, consisting of 4.994 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Roy F. and Lillian Neel by deed dated April 26, 1990, and recorded in Deed Book 263, Page 146, Shelby County Clerk's Office.
327. All that tract of land known as the Shepherdsville Substation site and located on the East side of Kentucky Highway 61, about 3 miles South of Shepherdsville, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1,



- 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
328. All that tract of land known as the Shopville Substation site and located approximately 8.8 miles Northeast of Somerset on Highway 80, consisting of 1.34 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office.
329. All that tract of land known as the Sideview Substation site and located near junction of Bourbon and Montgomery counties, consisting of 1.12 acres, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 186, Page 283, Clark County Clerk's Office.
330. All that tract of land known as the Sinai Substation site and located approximately 1 1/2 miles West of Sinai on Highway 62, consisting of 1.576 acres, and being conveyed to East Kentucky RECC from Fox Creek RECC by deed dated January 1, 1967, and recorded in Deed Book 68, Page 69, Anderson County Clerk's Office.
331. All that tract of land known as the Skaggs Switching Station site and located approximately 4 miles West of Martha on Highway 469, consisting of 1.55 acres, and being conveyed to East Kentucky RECC from Martin Earl Skaggs, et al., by deed dated July 5, 1963, and recorded in Deed Book 136, Page 281, Lawrence County Clerk's Office.
332. All that tract of land known as the Slat Substation site and located approximately one mile southwest of the city limits of Monticello, on the north side and adjacent to West Ky. Highway #90, being conveyed to East Kentucky Power Cooperative, Inc. from Donald R. Richardson and Hilda F. Richardson by deed dated October 23, 1997, and recorded in Deed Book 260, Page 302, Wayne County Clerk's Office.
333. All that tract of land known as the Smithersville Substation site and located East of Kentucky 447 and South of the Mt. Zion Church Road intersection approximately 3.25 miles North of Elizabethtown, consisting of 1.086 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Jane Wilkerson by deed dated May 23, 1979, and recorded in Deed Book 372, Page 187, and 1.0 acre from C. W. Dixon and Dorothy Dixon and Ann Logan Dutschke and Kenneth Dutschke, her husband by deed dated November 20, 1997, and recorded in Deed Book 890, page 382, Hardin County Clerk's Office.

334. All that tract of land known as the Smith Station Pipeline Property located in Clark County, Kentucky, along Bybee Road, consisting of 0.460 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Ralph L. Ballard and Evelyn T. Ballard, his wife, by Deed dated November 28, 2001, and recorded in Deed Book 386, Page 363, Clark County Clerk's Office.
335. All that tract of land known as the Snowhill Substation site located near KY HWY 165 consisting of 1.32 acres, and being conveyed to East Kentucky Power Cooperative Inc., from Ronald Lovins and Barbara Lovins by deed dated April 20<sup>th</sup>, 2006, and recorded in Deed Book 58, Page 604, Robertson County Clerk's Office.
336. All that tract of land known as the Somerset Substation site and located North side of Kentucky 1642, 1.75 miles East of junction U.S. 27 and Kentucky 1642, consisting of 2.257 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed date January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office, and from Claude and Sallie Brown by deed dated June 16, 1964, and recorded in Deed Book 256, Page 538, Pulaski County Clerk's Office, and to East Kentucky Power Cooperative, Inc. from David Parker Durham, et al., by deed dated July 10, 1979, and recorded in Deed Book 394, Page 311, Pulaski County Clerk's Office.
337. All that tract of land known as the South Albany Substation site and located on the South side of Harper Lane, approximately 1,200 feet West of its intersection with Highway 127, consisting of 1.38 acres, and being conveyed to East Kentucky RECC from Balos Hickman by deed dated February 27, 1973, and recorded in Deed Book 54, Page 488, Clinton County Clerk's Office.
338. All that tract of land known as the South Anderson Switching Station site consisting of 3.705 acres, located near Bonds Mill Road, and being conveyed to East Kentucky Power Cooperative Inc., from Edna Davenport by deed dated April 9<sup>th</sup>, 2012, and recorded in Deed Book 254, Page 650, Anderson County Clerk's Office.
339. All that tract of land known as the South Corbin Substation site and located 2 miles South of Corbin, consisting of 2.189 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from A.B. and Barbara Middleton by deed dated March 16, 1977, and recorded in Deed Book 266, Page 201, Whitley County Clerk's Office.

340. All that tract of land known as the South Elkhorn Substation site and located near South Elkhorn and Keene Pike, consisting of 2.046 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William A. Johnson, et al., by deed dated January 19, 1996, and recorded in Deed Book 347, Page 241, Jessamine County Clerk's Office.
341. All that tract of land known as the South Floyd Substation site and located on the south side of West Todd Road between Kentucky Highway 1247 to the west and U.S. Highway 27 to the east, consisting of 1.291 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Elbert Gene Bengé and Leda Bengé by deed dated June 24, 1997, and recorded in Deed Book 601, Page 124, Pulaski County Clerk's office.
342. All that tract of land known as the South Fork Substation site and located 4 miles South of Booneville on Highway 11, consisting of 0.333 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 29, Page 250, Owsley County Clerk's Office.
343. All that tract of land known as the South Jessamine Substation site and located near Nicholasville, being conveyed to East Kentucky Power Cooperative, Inc. from Mitsy Pine and Anthony M. Pine, her husband, by deed dated October 7, 1999, and recorded in Deed Book 418, Page 316, Jessamine County Clerk's Office.
344. All that tract of land known as the South Oak Hill Substation site and located on the North side of Ferry Road about 1.13 miles west of Kentucky Highway 1577, approximately 2.7 miles southwest of Oak Hill consisting of 1.682 acres, being conveyed to East Kentucky Power Cooperative, Inc. from Gary R. Barker and Judy G. Barker, his wife, by deed dated September 4, 1998, and recorded in Deed Book 626, Page 463, Pulaski County Clerk's Office.
345. All that tract of land known as the Southpoint Substation approximately five (5) miles north of the city of Nicholasville, situated approximately 175 feet south of Lauderdale Drive containing 1.466 acres conveyed to East Kentucky Power Cooperative, Inc. from Ash Tree Properties, LLC, by deed dated September 27, 2006 and recorded in Deed Book 574 at page 561 in the Jessamine County Clerk's Office.
346. All that tract of land known as the South Springfield Substation site and located on the East side of St. Rose and Lebanon Highway, consisting of 1.054 acres, and being conveyed to East Kentucky Power Cooperative, Inc.

from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 142, Page 124, Washington County Clerk's Office.

347. All that tract of land known as the Southville Substation site and located approximately 8.2 miles South of Shelbyville on Highway 53, consisting of 1 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 167, Page 291, Shelby County Clerk's Office.
348. All that tract of land known as the Stanton Microwave Tower site and located in Powell County, and being conveyed to East Kentucky RECC from Robert Horn, et al., by easement dated July 30, 1955, and recorded in Deed Book 45, Page 515, Powell County Court Clerk's Office, and from Green N. and Louise Huff Abner by easement dated February 22, 1967, and recorded in Deed Book 56, Page 106, Powell County Clerk's Office.
349. All that tract of land known as the Stanton Substation site and located approximately 1 mile West of Stanton on Highway 15, consisting of 0.5 acre, and being conveyed to East Kentucky RECC, nka East Kentucky Power Cooperative, Inc. from Clark RECC, nka Clark Energy Cooperative, Inc. by deed dated January 1, 1967, and recorded in Deed Book 58, Page 208, and by deed dated April 16, 2010, and recorded in Deed Book 174, Page 52, both in the Powell County Clerk's Office.
350. All that tract of land known as the Stephensburg Substation site and located on the East side of U.S. 62 near Stephensburg, consisting of 0.46 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 543, Hardin County Clerk's Office.
351. All that tract of land and easements known as the Sterling Substation lying in Gallatin County and containing 0.909 acres and being conveyed from Sterling Land Company, LLC to East Kentucky Power Cooperative, Inc., by Substation and Access Easement dated August 29, 2007, and recorded in Deed Book 103, Page 222, Gallatin County Clerk's Office.
352. All that tract of land known as the Sublett Substation site and located approximately 15 miles North of Royalton on Highway 7, consisting of 0.688 acre, and being conveyed to East Kentucky RECC from Skid and Eliza Montgomery by deed dated December 26, 1963, and recorded in Deed Book 93, Page 26, Magoffin County Clerk's Office.
353. All that tract of land known as the Sublett Substation site 2 and located on the Northwest side of Meadows Road, near Meadows Branch, between

Sublett and Royalton, consisting of 1.267 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Una Howard by deed dated July 3, 1990, and recorded in Deed Book 139, Page 762, Magoffin County Clerk's Office.

354. All that tract of land known as the Sulphur Creek Substation site and located 2.5 miles West of Raywick at junction of Highway 84 and 457, consisting of 0.86 acre, and being conveyed to East Kentucky RECC from Bernard and Imogene Clark by deed dated November 24, 1965, and recorded in Deed Book 153, Page 478, Nelson County Clerk's Office, and from Inter-County RECC by deed dated December 14, 1965, and recorded in Deed Book 153, Page 558, Nelson County Clerk's Office.
355. All that tract of land known as the Summersshade Switching Station site and located approximately 1 mile East of Summersshade on Route 90, consisting of 6.269 acres, and being conveyed to East Kentucky RECC from C.P. and Lou Mae Simpson by deed dated July 16, 1974, and recorded in Deed Book 60, Page 345, Metcalfe County Clerk's Office, and from C.P. Simpson, et al., by deed dated September 9, 1952, and recorded in Deed Book 45, Page 96, Metcalfe County Clerk's Office.
356. All that tract of land known as the Summersville Substation site and located near the Lexington Road, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 146, Page 460, Green County Clerk's Office.
357. All that tract of land known as the Taylorsville Substation site and located off Highway 44 about 1 mile West of Taylorsville, consisting of 0.796 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 68, Page 546, Spencer County Clerk's Office.
358. All that tract of land known as the Temple Hill Substation site and located approximately 1/10 mile North of Temple Hill, Ky., on Highway 63, consisting of 1.09 acres, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 523, Barren County Clerk's Office.
359. All that tract of land known as the Tharp Substation site and located North of Kentucky Highway 1357, approximately 1.2 miles West of intersection of Kentucky Highway 31 near Elizabethtown, consisting of 1.531 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Artie Stark

by deed dated July 9, 1976, and recorded in Deed Book 294, Page 60, Hardin County Clerk's Office.

360. All that tract of land known as the Thelma Substation site and located 4.2 miles East of Paintsville on Highway 1270, consisting of 0.689 acre, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 156, Page 528, Johnson County Clerk's Office.
361. All that tract of land known as the Three Forks Substation site and located 5.5 miles North of Richmond on Three Forks Road in Madison County, consisting of 5.635 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Tom C. and Darlene B. Harper by deed dated June 5, 1991, and recorded in Deed Book 415, Page 779, Madison County Court Clerk's Office.
362. All that tract of land known as the Three Links Junction Switching Station site and located West of Lambert and U.S. 25 intersection, consisting of 0.963 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from J.H. and Lena Rucker by deed dated October 18, 1979, and recorded in Deed Book 111, Page 449, Rockcastle County Court Clerk's Office.
363. All that tract of land known as the Three Links Substation site and located approximately 18.5 miles from Richmond on Highway 421, then South on gravel road at Morrill for approximately 5.3 miles, consisting of 0.8 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 76, Page 268, Jackson County Clerk's Office.
364. All that tract of land known as the Three-M Substation site and located 1.14 miles south of the Cynthiana, Harrison County Courthouse near New Lair Road, consisting of 1.535 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Harrison Rural Electric Cooperative Corporation by deed dated May 15, 1992, and recorded in Deed Book 192, Page 641, Harrison County Clerk's Office.
365. All that parcel of land known as the Toddville Substation in Garrard County, Kentucky, on or near Highway 152 and Dairy Way and consisting of approximately 1.673 acres and being the same property conveyed to East Kentucky Power Cooperative, Inc., by Fritz Farm Services, LLC, a Kentucky Limited Liability Company, by deed dated October 3, 2007, of record in Deed Book 248 at Page 321 in the Garrard County Clerk's Office.

366. All that tract of land known as the Tommy Gooch Substation site and located about 2.3 miles east of Stanford between Rice Lane and New U.S. Highway 150, consisting of 3.557 acres and being conveyed to East Kentucky Power Cooperative from William E. Bishop and Margie Bishop, by deed dated June 7<sup>th</sup>, 1996, recorded in Deed Book 274 , Page 267, Lincoln County Clerk's Office.
367. All that tract of land known as the Trapp Substation site and located near Irvine Road (Kentucky Highway 89), consisting of 3.00 acres, and conveyed to East Kentucky Power Cooperative, Inc. from William C. Wells and Linda K. Wells by deed dated October 11, 1996, and recorded in Deed Book 339, Page 330, from Wilma R. Napper and Dale A. Napper, her husband, by deed dated October 11, 1996, and recorded in Deed Book 339, Page 356, both in the Clark County Court Clerk's Office.
368. All that tract of land known as the Treehaven Substation site and located on Gawthrop Drive, Winchester, KY (Clark Co.), and being conveyed to East Kentucky Power Cooperative, Inc. from Floyd's Landing, Inc., by deed dated April 6, 2000, and recorded in Deed Book 371, Page 328, Clark County Clerk's Office.
369. All that tract of land known as the Tunnell Hill Substation site and located on Tunnell Hill Road, consisting of 1.865 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 543, Hardin County Court Clerk's Office.
370. All that land known as the Turkey Foot Junction Substation lying on Maher Road on a branch of Banklick Creek near Ricedale in Kenton County containing 31 acres by deed and being conveyed from Gilberta M. Kidwell and Fred Schadler as co-Trustees for the Marie E. Schadler Revocable Trust to East Kentucky Power Cooperative, Inc., by deed dated March 11, 2010, and recorded in Deed Book I-2652, Page 27, Kenton County Clerk's Office.
371. All that tract of land known as the Turkey Foot Substation site and located 1.5 miles East of Devon on North side of Richardson Road at intersection of Thomas Lane, consisting of 1.432 acres, and being conveyed to East Kentucky RECC from *Lillie Riley and Votel Contractors, Inc.* by deed dated June 30, 1966, and recorded in Deed Book 144, Page 615, Kenton County Clerk's Office.
372. All that tract of land known as the Tyner Microwave Tower site and located in Jackson County, and being conveyed to East Kentucky RECC from Charlie and Elsie Forman by Easement dated February 9, 1967, and recorded in Deed Book 72, Page 418; from Willie Chappell, et ux, by

Easement dated February 9, 1967, and recorded in Deed Book 72, Page 424; from Chester Vickers, et ux, by Easement dated February 9, 1967, and recorded in Deed Book 72, Page 427; and from Sadie Mullins, by Easement dated April 12, 1967, and recorded in Deed Book 73, Page 15, all in the Jackson County Court Clerk's Office.

373. All that tract of land known as the Tyner Substation site and located at junction of Highway 30 and 21, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and being recorded in Deed Book 76, Page 268, Jackson County Clerk's Office.
374. All that tract of land known as the Tyner Switching Station site and located on the South side of Kentucky 30, approximately 1/2 mile West of junction of U.S. 421 and Kentucky 30, consisting of 3.39 acres, and being conveyed to East Kentucky RECC from J.W. and Lillie Metcalf, et al., by deed dated January 30, 1963, and recorded in Deed Book 68, Page 61, Jackson County Clerk's Office.
375. All that tract of land known as the Union City Substation site and located on the south side of Kentucky Highway 1986 (Union City Road), approximately four (4) miles east of Richmond, consisting of 2.417 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Union City Farms by deed dated October 24, 2001, and recorded in Deed Book 535, Page 297, Madison County Clerk's Office.
376. All that parcel of land known as the Upchurch Substation site containing 1.265 acres and conveyed from Charlie Stearns, et ux, to East Kentucky Power Cooperative, Inc., by deed dated July 7, 2005, and recorded in Deed Book 131, Page 588, Clinton County Clerk's Office.
377. All that tract of property known as the Upchurch Tap Access site located in Clinton County, Kentucky, containing 0.005 acres conveyed from Doshie Dicken, an unmarried widow, to East Kentucky Power Cooperative, Inc., by deed dated April 1, 2005, and recorded in Deed Book 128, Page 773, Clinton County Clerk's Office.
378. All that tract of land known as the Upton Substation site and located near Millerstown, consisting of 1.153 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 542, Hardin County Clerk's Office.
379. All that tract of land known as the Van Arsdell Substation site and located 10 miles from Harrodsburg on Highway 35, then 1 mile on Van Arsdell



Road, consisting of 0.929 acre, and being conveyed to East Kentucky RECC from Fox Creek RECC by deed dated January 1, 1967, and recorded in Deed Book 163, Page 464, Mercer County Clerk's Office.

380. All that tract of land known as the Van Meter Substation site and located on South side of Van Meter Road approximately 1,200 feet East of the intersection of Clintonville Rod and Van Meter Road, consisting of 1.377 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from James B. and Nancy M. Graves, et al., by deed dated January 30, 1976, and recorded in Deed Book 227, Page 682, Clark County Clerk's Office.
381. All that tract of land known as the Vertrees Substation site and located on a county road, consisting of 1.27 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 545, Hardin County Clerk's Office.
382. All that tract of land known as the Vine Grove Substation site and located on Rogersville Vine Grove Road, consisting of 1 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 545, Hardin County Clerk's Office.
383. All that tract of land known as the Volga Substation site and located 4.5 miles North of intersection of U.S. 60 and Kentucky 172, on West side of Kentucky 172, on East side of Mud Licks Creek, consisting of 2.095 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Everett and Sallie LeMaster, et al., by deed dated May 14, 1979, and recorded in Deed Book 157, Page 55, Johnson County Clerk's Office.
384. All that tract of land known as the W.R. Smoot Substation site and located 2.26 miles North of Pleasant Valley Road on Highway 42/127 in Boone County, consisting of 22.695 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Richard K. and Doris Fedders by deed dated March 1, 1991, and recorded in Deed Book 448, Page 45, Boone County Clerk's Office.
385. All that tract of land known as the Walnut Grove Substation Site and located approximately 13 miles north of Somerset, Kentucky, on the waters of Brushy Creek and being near Smith Hollow Road, just south of the area known as Walnut Grove, Pulaski County, Kentucky, consisting of 2.755 deed to East Kentucky Power Cooperative, Inc. from L. L. Bumgardner and Byrlene Bumgardner by Deed dated July 14, 1995, and recorded in Deed Book 569, Page 323, Pulaski County Clerk's Office.

386. All that tract of land known as the Walnut Hill Switching Station site and located at intersection of Walnut Hill-Chilesburg Road and Athens-Boonesboro Road approximately 2.1 miles Northwest of Lexington, consisting of 0.99 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Haden and Barbara J. Dickerson by deed dated January 21, 1982, and recorded in Deed Book 1288, Page 264, Fayette County Clerk's Office.
387. All that tract of land known as the Warnock Substation site and located approximately 1/2 mile West of Greenbo Lake State Park on Hoods Run Branch Road, South of road, consisting of 1.217 acres, and being conveyed to East Kentucky RECC from Warren K. Wright by deed dated October 3, 1966, and recorded in Deed Book 217, Page 393, Greenup County Clerk's Office.
388. All that tract of land known as the Watergap Substation site and located on the Mutton Fork of Bull Creek, 1.8 miles Southeast of Prestonsburg, consisting 1.49 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Charles D. and Martha Johnson, et al., by deed dated September 25, 1987, and recorded in Deed Book 313, Page 453, Floyd County Clerk's Office.
389. All that tract of land known as the Wayne County Switching and Station site located 1.75 miles North of Highway 90, consisting of 2.124 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Willis R. and Katherine R. Buck by deed dated December 14, 1978, and recorded in Deed Book 169, Page 385, Wayne County Court Clerk's Office.
390. All that tract of land known as the Webb's Crossroads Substation site consisting of 1.545 acres and located near US HWY 127, and being conveyed to East Kentucky Power Cooperative from Donald Tarter and Joy Tarter, his wife and David Tarter, and Anna Tarter-Smith, by deed dated June 26<sup>th</sup>, 2006, and recorded in Deed Book 249, Page 612, Russell County Clerk's office.
391. All that parcel of land known as the Webster Road Substation, in Kenton County, Kentucky lying on and being near Webster Road and containing approximately 108 acres, more or less, conveyed to East Kentucky Power Cooperative, Inc. by Franklin S. Kling and Susan R. Kling, husband and wife, by way of a Deed dated April 3, 2009 and recorded in Deed Book I-2480 at Page 130, Kenton County Clerk's office.

There is EXCEPTED from the above property 9.9015 acres conveyed from East Kentucky Power Cooperative, Inc. to Barry Schlimme and Mackey M.

McNeill, husband and wife, by deed dated September 15, 2011, and recorded in Deed Book I-2919, Page 117, Kenton County Clerk's Office.

392. All that tract of land known as the West Bardstown Substation site and located 3.5 miles Northwest of Bardstown on Highway 245, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 609, Nelson County Clerk's Office.
393. All that parcel of land known as the West Bardstown Switching Station, Nelson County, Kentucky lying on and being near Southerland Road and containing 8.7076 acres more or less, conveyed to East Kentucky Power Cooperative, Inc., by James D. & Roberta Cross, and now of record in Deed Book 433, Page 184, in the Nelson County Clerk's Office. A portion of said property containing 2.7944 acres has been released and conveyed to George Ballard, single, by way of a Deed dated August 6, 2008, and recorded in Deed Book 453, Page 486, also in the Nelson County Clerk's Office.
394. All that tract of land known as the West Berea Switching Station site and located on Kentucky 595, consisting of 1.323 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Lewis and Pauline Calico by deed dated April 20, 1979, and recorded in Deed Book 405, Page 284, Madison County Clerk's Office.
395. All that tract of land known as the West Columbia Substation Site and located approximately 3.6 miles south of Columbia, Kentucky, near Kentucky Highway #61 and C. Curry Road, consisting of 1.492 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Lynn McLean and Jean D. McLean by Deed dated July 12, 1995, and recorded in Deed Book 208, Page 344, Adair County Clerk's Office.
396. All that tract of land known as the West Garrard Substation site and located on KY HWY 52 and Boone's Creek Road consisting of 74.2031 acres, and being conveyed to East Kentucky Power Cooperative, Inc., from Charles C. Bourne, single, and Samuel L. Bourne, single, by deed dated December 29, 2006, and recorded in Deed Book 242, Page 511, and from John L. Smith, et al, by deed dated July 16, 2008, and recorded in Deed Book 250, Page 377, both in the Garrard County Clerk's Office.
397. All that tract of land known as the West Glasgow Substation site and located on the east side of Donnelley Drive, approximately 2 miles west of Glasgow, being conveyed to East Kentucky Power Cooperative, Inc. from

David W. Bailey, et al, by deed dated January 27, 1998, and recorded in Deed Book 238, Page 265, Barren County Clerk's Office.

398. All that tract of land known as the West Liberty Microwave Tower site and located in Morgan County on Kentucky 172 and on top of the hill between West Liberty and Lenox, and being conveyed to East Kentucky RECC from Joe D. and Martha Stacy by deed dated October 9, 1967, and recorded in Deed Book 104, Page 149, and by Easements from Hager Hamilton and Lillie Hamilton dated March 29, 1967, and recorded in Deed Book 103, Page 597; from J.E. Jenkins and Vergie Jenkins dated March 29, 1967, and recorded in Deed Book 103, Page 601; from Clayton Davis and Bessie Davis dated March 29, 1967, and recorded in Deed Book 103, Page 604; and from Leonard Adkins and Lois Adkins dated March 30, 1967, and recorded in Deed Book 104, Page 59, all in the Morgan County Court Clerk's Office.
399. All that tract of land known as the West Liberty Substation site and located approximately 4.5 miles Northeast of West Liberty on Highway 1161 approximately 1 mile East of junction of highways 7 and 1161, consisting of 1.01 acres, and being conveyed to East Kentucky RECC from Licking Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 105, Page 175, Morgan County Clerk's Office.
400. All that tract of land known as the West London Substation site and located approximately 1.5 miles southwest of London on Kentucky 192, consisting of 1.012 acres, and being conveyed to East Kentucky RECC from James B. Thompson by deed dated August 13, 1968, and recorded in Deed Book 189, Page 568, Laurel County Clerk's Office.
401. All that tract of land known as the West Mt. Washington Substation site and located 1.5 miles Southwest of Mt. Washington and adjacent to Old Mill Manor Subdivision, consisting of 1.69 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Thomas R. and Vernesa Lynn Jasper, et al., by deed dated October 10, 1980, and recorded in Deed Book 240, Page 614, Bullitt County Court Clerk's Office.
402. All that tract of land known as the West Nicholasville Substation site and located 2,200 feet West of Kentucky 169, 700 feet inside Northeastern city limits of Nicholasville, consisting of 1.008 acres, and being conveyed to East Kentucky RECC from Philips Industries, Inc. by deed dated July 27, 1973, and recorded in Deed Book 124, Page 231, Jessamine County Clerk's Office.

403. All that tract of land known as the West Somerset Substation site located about 3.5 miles southwest of the City of Somerset on Patterson Branch Road near Lake Cumberland in Pulaski County consisting of 2.200 acres and being conveyed to East Kentucky Power Cooperative, Inc. from George C. Thurman, et ux, by deed dated November 12, 1993, and recorded in Deed Book 541, page 278, Pulaski County Clerk's Office.
404. All that tract of land known as the Whitley City Substation site and located 1 mile Southeast of Whitley City off Highway 37, consisting of 0.918 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 64, Page 35, McCreary County Clerk's Office.
405. All that tract of land known as the William Smith Substation site and located on the East side of Mineola Pike, approximately 1.4 miles Northeast of Kentucky Highway 236, consisting of 3.51 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Union Light, Heat & Power Co., by deed dated August 28, 1984, and recorded in Deed Book 324, Page 270, Boone County Clerk's Office.
406. All that tract of land known as the Williamstown Substation site and located 2 miles West of Williamstown Farm Road, consisting of 1.136 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 109, Page 229, Grant County Clerk's Office.
407. All that tract of land known as the Windsor Substation site and located on outskirts of Windsor on Highway 80, consisting of 1 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 79, Page 273, Casey County Clerk's Office.
408. All that tract of land known as the Woodstock Substation and lying and being near the Intersection of KY Hwy 39 and Alexander Road, in Pulaski County, Kentucky, consisting of 2.214 acres, and being conveyed to East Kentucky Power Cooperative, Inc., from Bob J. McKinney, single widower, by deed dated March 12, 2007 and recorded in Deed Book 801 at page 216 in the Pulaski County Clerk's office.
409. All that tract of land known as the Woosley Substation site and located 1 mile Southeast of Boston, Ky., about 1.25 miles South of junction of Highways 62 and 733, consisting of 1.481 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Raymond and Dimple

Woosley by deed dated March 15, 1979, and recorded in Deed Book 221, Page 116, Nelson County Clerk's Office.

410. All that tract of land known as the Wyoming Substation site and located on Johnson's Ford Road about 8 miles from Owingsville, Kentucky consisting of approximately .029 acre and being conveyed to East Kentucky Rural Electric Cooperative Corporation by deed from Fleming-Mason RECC, said deed being recorded in Deed Book 128, Page 815, Bath County Clerk's office.
411. All that tract of land known as the Zachariah Substation site and located on Highway 11 at Zachariah, consisting of 0.66 acre, and being conveyed to East Kentucky RECC from Licking Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 65, Page 55, Wolfe County Clerk's Office.
412. All that tract of land known as the Zion Ridge Microwave site and located off of Negro Hill Road 1.1 miles west of its intersection with Kentucky Highway #784, consisting of 0.037 acre and being conveyed to East Kentucky Power Cooperative, Inc. from W. L. Everman, et al, by deed dated June 8, 1993, and recorded in Deed Book 414, Page 641, and by Passway Easement from Garnet Howard, widow, dated August 9, 1995, and recorded in Deed Book 436, Page 612, both in the Greenup County Clerk's Office.
413. All that tract of land known as the Zollicoffer Substation site and located at Pulaski County and being near Nancy, Kentucky, on Highway #235, consisting of 2.051 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Kathleen Spencer, single by deed dated October 8, 2003, and recorded in Deed Book 725 at page 101, Pulaski County Clerk's Office.
414. All that tract of land known as the Zula Substation site and located at Wait, Ky., on Highway 90, consisting of 1.75 acres, and being conveyed to East Kentucky RECC from Roy and Lucille Burris by deed dated June 8, 1966, and recorded in Deed Book 121, Page 194, Wayne County Clerk's Office.

415. **All the tracts of property comprising the site of the John Sherman Cooper Power Station as follows:**

Tract C-1

Parcel 1 – A certain parcel of land lying and being in Pulaski County, Kentucky on the waters of Pitman Creek and bounded and described as follows, to wit:

Beginning on the east side of Smith Ferry Road at the corner of a tract of land sold to William Loveless; thence east with said Loveless line 1700 feet more or less to a point in the Heath line; thence north with the said Heath line 558 feet with the first described line 1700 feet more or less to the east side of Smith's Ferry Road 558 feet, more or less to the beginning corner and containing 21 acres more or less. It is understood that the East Kentucky Rural Electric Cooperative has an easement across this property for transmission lines, and this deed is made subject to said easement.

Parcel 2 – Tract 1 – A certain tract or parcel of land in Pulaski County, Kentucky, on the east side of Jacksboro Road, and bounded as follows, to wit:

Beginning on a white oak and cedar, William Wait's and James Heath's corner; thence due S 35-1/3 poles to a stone; thence S 56 W 25-1/3 poles to a stone; thence due north 25-1/3 poles to a stone; thence N 56 E 25-1/3 poles to the beginning, containing four (4) acres.

Tract II – A certain tract of eleven (11) acres, more or less, of land located and being in Pulaski County, Kentucky, on the waters of Cumberland River and described s follows, to wit: Beginning on a small walntu (sic) tree on east side of Smith Ferry Road at Cy Loveless corner; thence eastward with old line; 1263 feet more or less to a cedar tree, corner of Flynn yard; thence northeast with old survey line 420 feet more or less to a cedar tree, corner Jones, Heath garden; thence N 250 feet to stake; thence W 1683 feet more or less to a rock at Smith Ferry Road; thence S 400 feet to the beginning. Except a small parcel heretofore sold, and at one time belonging to Homer Losey. In said deed a right of way is reserved and second parties to have said right of way.

Tract III – A certain tract or parcel of land lying and being in Pulaski County, Kentucky, and more particularly described as follows:

Beginning at the Jacksboro Road at a stone running NE following the Barneum line 18 poles 17 feet to a walnut tree and a stone, running from the

walnut tree and a stone due S 22 poles 31 feet to a stone at McMullin's line, running from the stone following the McMullin line SW 18 poles 17 feet to a walnut tree following the Jacksboro Road 22 poles 31 feet back to the beginning, corner at a stone, containing 1-1/2 acres, more or less. Said property being in Cedar Creek.

Being the same property conveyed from Charles R. Cox and Hazel A. Cox, his wife, to East Kentucky Power Cooperative, Inc., by Deed dated May 15, 1975, and recorded in Deed Book 353, Page 662, Pulaski County Clerk's Office.

#### Tract C-2

Beginning at a stake on the north side of the Minton Road line; thence a northerly direction a distance of 150 feet to a stake; thence an easterly direction 100 feet to a stake; thence in a southerly direction 150 feet to a stake, Minton's road, this line being parallel to the first call; thence from said stake with the Minton Road line a distance of 100 feet to a stake to the beginning.

Being the same property conveyed from Raymond Bell, et ux, to East Kentucky Power Cooperative, Inc., by Deed dated May 30, 1975, and recorded in Deed Book 354, Page 251, Pulaski County Clerk's Office.

#### Tract C-3

Beginning at an elm at old Military Road from Somerset to Burnside, Kentucky; thence S 86 E 1100 feet to a stone, about 30 feet south of the barn; thence S 88 E 1541 feet to a stone in Smith's line; thence N 36 E 870 feet with Smith's line to a hickory on the Jacksboro Road; thence with the meanders of the said road, N 3 E 957 feet; N 5 W 544 feet to a stake in the branch; Carr's corner; thence N 83 W 2125 feet to a walnut and cedar; thence N 7 E 625 feet to a post oak and stone, Gover's corner; thence S 71 W 687 feet to the Military Road; thence with said road due south 443 feet; S 4-1/2 E 700 feet; S 16-1/2 W 1055 feet; S 59 W 200 feet to the beginning, containing 145 acres, more or less, with the exception of five (5) acres, more or less, which was sold off this tract heretofore.

There is excepted therefrom, the following property which is the subject of a Contract for the Sale of Real Estate, recorded in Contract Book 5, Page 265, to William C. Jones, et ux, and being described as follows:

A certain tract or parcel of land, lying and being in Pulaski County, Kentucky, off Kentucky #1247, described as follows:



BEGINNING on an iron pin in the north right of way line to the Southern Railroad spur line to Cooper Power Plant, the southwest corner to the property herein described; thence N 18°14' E 88.5 feet to an iron pin; thence N 29°12' E 266.2 feet to an iron pin and a fence corner; thence with the fence S 62°11' E 125.8 feet to an iron pin; thence S 18°00' W 239.5 feet to an iron pin; thence N 75°40' W 26.3 feet to an iron pin; thence S 17°57' W 102.6 feet to the point of beginning, containing 1.17 acres.

Being the same property conveyed from Correll Properties, Inc. to East Kentucky Power Cooperative, Inc., by Deed dated April 24, 1975, and recorded in Deed Book 353, Page 343, Pulaski County Clerk's Office.

Less and except a portion of that tract identified as Parcel 32 and containing 15.723 acres that was conveyed by East Kentucky Power Cooperative, Inc. to the Commonwealth of Kentucky for the use and benefit of The Transportation Cabinet, Department of Highways, by deed dated September 23, 2005, and recorded in Road Deed Book 22, at Page 231.

#### Tract C-4

Beginning at a stone on the South side of the Minton Road, corner to Henry Hamm; thence a southeastwardly direction with Hamm's line 587 feet to a stone, corner to Henry Hamm and J. B. Carr; thence northeastwardly with J. B. Carr's line 487 feet to a stone at the Minton Road; thence westwardly with the Minton Road 1, 080 feet to the beginning, being a triangular shaped tract, consisting of 3 ½ acres more or less.

Being the same property conveyed from Ruby Hall, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated June 23, 1975, and recorded in Deed Book 354, Page 649, Pulaski County Clerk's Office.

#### Tract C-5

Beginning on a stake on the west side of the Minton Road; thence North West 210 feet to a stake near a hickory; thence West 210 feet to a stake; thence South East 210 feet to a stake; thence East 210 feet to a stake the beginning corner. Contains one acre.

Being the same property conveyed from Fred Haynes, et al, to East Kentucky Power Cooperative, Inc. by Deed dated May 28, 1975, and recorded in Deed Book 354, Page 366, Pulaski County Clerk's Office.

Tract C-6

Beginning at a stone at the intersection of Smith Ferry Road and a branch; thence N 48°57 min. W 9.63 poles to a stone in the center of said road; thence N 1°27 min. W 11.73 poles to a stone in the center of said road; thence N 19°57 min. W 18.03 poles to a stone on the west side of said road; thence N 82°10 min. W 42.25 poles to a stone; thence S 5° 25 min. W 33.41 poles to a stone in Henry Hamm's line; thence S 82° 10 min. E 59 poles to the beginning, containing 10 acres more or less.

Being the same property conveyed from Wilson Lloyd to East Kentucky Power Cooperative, Inc. by Deed dated May 20, 1975, and recorded in Deed Book 354 Page 12, Pulaski County Clerk's Office.

Tract C-7

Beginning on a white oak and cedar, William Wait's corner; thence with his line S 56 W 92 poles to a stake at the Jacksboro Road; thence due South 16 poles to two small cedars; thence S 59 E 72 poles to a small hornbeam and black walnut and cliff of rocks; thence with said cliff N 60 E 10 poles to a cedar; thence N 10 E 9 poles to a cedar; thence N 5 W 8 poles to a cedar; thence N 7 E 14 poles to a dogwood; thence N 30 E 6 poles to a cedar; thence N 39 E 16 poles to a small hickory in James Heath's line; thence with his line due north 46 poles to the beginning, containing 26 ¼ acres, more or less.

There is EXCEPTED from the above boundary of land and not conveyed, a certain tract of land heretofore sold and conveyed to William Loveless, said tract so conveyed containing about 4 acres, more or less and being off of the northeast corner of the tract of land above described.

There is also EXCEPTED from the above boundary of land and not conveyed, a certain lot 110 X 50 heretofore sold and conveyed to Everett Loveless.

Being the same property conveyed from the Pulaski Special Commissioner to East Kentucky Power Cooperative, Inc. by Deed dated March 8, 1976, and recorded in Commissioner's Deed Book 11, Page 53, Pulaski County Clerk's Office.

Tract C-8

Tract No. 1: Beginning at a cedar on the east side of the old Jacksboro Road, a corner common to parties of the first part and lands formerly owned by William J. Oder, thence, running N 00°37'E a distance of 199.8 feet, more or less, to a point in the old Jacksboro Road; thence, running N 13°37'E a distance of 213.7 feet, more or less, to a point in the old Jacksboro Road; thence, running N 03°07'E a distance of 271.8 feet, more or less, to a point (Iron Pin) on the east side of the old Jacksboro Road; thence, leaving the road and running S 33°04'E a distance of 1080.3 feet, more or less, to a point in an existing fence, a distance of 222.4 feet, more or less, to a point (Fence Corner & Iron Pin); thence, running N 08°12'W and with the fence, a distance of 358.2 feet, more or less, to a point (Fence Post); thence, running S 86°11'W and with the fence, a distance of 407.9 feet, more or less, to the point of beginning, containing 5.0 acres, more or less.

Tract No. 2: Beginning at a fence post, on the south side of the Minton Road, a point which bears S 79°46'E a distance of 782.5 feet, from a hickory, on the south side of the road, and N 77°02'E a distance of 39.6 feet from an iron pin on the east side of Kentucky State Highway #1247; thence, running (from the point of beginning at fence post) S 79°46'E a distance of 206.0 feet, more or less, to a point (Power Pole); thence, running N 79°49' E a distance of 46.9 feet, more or less, to a point; thence running N 41°37'E a distance of 114.0 feet, more or less, to a point; thence, running N 75°16'E a distance of 249.8 feet, more or less, to a point; thence, running N 74°20'E a distance of 249.8 feet, more or less, to a point; thence, running N 25°18' E a distance of 111.0 feet, more or less, to a point; thence, running N 78°58'E a distance of 77.0 feet, more or less, to a point (Iron Pin); thence, running N 17°50'E a distance of 248.2 feet, more or less, to a point (Post); thence, running S 84°14'E a distance of 649.9 feet, more or less, to a point (Rock & Post) on the west side of the old Jacksboro Road; thence running N 08°14'E a distance of 138.0 feet, more or less, to a point (Cedar), and said point being on the east side of the old Jacksboro Road, and said point further being the beginning point for description of Tract #1; thence, running N 00°37'E a distance of 199.8 feet, more or less, to a point in the old Jacksboro Road; thence, running N 13°37'E a distance of 213.7 feet, more or less, to a point in the old Jacksboro Road; thence, running N 03°07'E a distance of 271.8 feet, more or less, to a point (Iron Pin) on the east side of the old Jacksboro Road; thence, running N 88°29'W a distance of 30.1 feet, more or less, to a point on the west side of the road; thence, running N 09°21'E a distance of 214.9 feet, more or less, to a point on the west side of the old Jacksboro Road, and said point being the south right of line of steel tower power line (50 feet from center of line); thence, leaving the road and

running N 57°34'W with the power line right of way a distance of 513.2 feet, more or less, to a point, and said point being 50 feet from the center of power line; thence, leaving the power line right of way and running S 33°20'W a distance of 1330.9 feet, more or less, to a point (Rock); thence, running S 77°16'W a distance of 728.3 feet, more or less, to a point (Rock & Forked Cedar); thence, running S 08°09'W a distance of 245.2 feet, more or less, to a point (Iron Pin) a common corner to Phelps; thence, S 79°28'E and with Phelps line a distance of 209.5 feet, more or less, to a point (concrete post); thence, S 01°09'W and with point of beginning; containing 27.710 acres, more or less, however there are two (2) exceptions to the above described tract, namely the Bell tract containing 0.342 acres, more or less, and the Haynes tract containing 1.450 acres, more or less, descriptions for these tracts are made a part of this instrument and follow. Total acres for Tract #2 is 25.918 acres, more or less.

Exception for Haynes Tract.

Beginning at a point (Hickory tree), and said point bearing N 4°00'W, a distance of 116.0 feet, from a corner fence post, thence, running S 14°40'W a distance of 311.3 feet, more or less to a point (Post & Iron Pin); thence, running N 62°27'W a distance of 230.9 feet, more or less, to a point (Cedar Tree); thence, running N 08°05'E a distance of 220.5 feet, more or less, to the point of beginning, containing 1.450 acres, more or less, for this exception.

Exception for Bell Tract.

Commencing at a fence post (the point of beginning for description of Tract #2), thence, running S 79°46'E a distance of 206.0 feet, more or less, to a point (Power Pole); thence, running N 79°49'E a distance of 46.9 feet, more or less, to a point; thence, running N 41°37'E a distance of 114.0 feet, more or less, to a point; thence, running N 75°16'E a distance of 105.5 feet, more or less, to a point; thence, running N 09°06'W a distance of 31.2 feet, more or less, to a point (Iron Pin); and this point further being the Point of Beginning; thence, running N 09°06'W a distance of 150.0 feet, more or less, to a point (Iron Pin); thence, running N 72°45'E a distance of 98.8 feet, more or less, to a point (Iron Pin); thence, running S 09°37'E a distance of 150.0 feet, more or less, to a point (Iron Pin); thence, running S 72°34'W a distance of 100.2 feet, more or less, to the point of beginning, containing 0.342 acres, more or less, for this exception.

Being the same property conveyed from John H. Minton, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated September 28, 1976, and recorded in Deed Book 366, Page 303, Pulaski County Clerk's Office.

LESS AND EXCEPT all that property remised, released and forever quitclaimed to Lee Hill and Michael Hill, her husband, by that Boundary Line Agreement and Quitclaim Deed dated January 19, 1988, and recorded in Deed Book 612, at Page 73.

Tract C-9

Parcel I: A certain tract or parcel of land, located and being in Pulaski County, Ky. lying and being East of the Smith Ferry Road and being just east of the present school grounds, known as Cedar Grove School, adjoining the same and beginning at a southeast corner of present school house lot; thence running eastward 12  $\frac{2}{3}$  poles to a stake; thence north, parallel with east line of old school house lot 12  $\frac{2}{3}$  poles to a stake; thence west parallel with first line herein 12  $\frac{2}{3}$  poles to a stake, the northeast corner of old school house lot; thence south with the east line of old school house lot 12  $\frac{2}{3}$  poles to the beginning, containing 1 acre, more or less.

Second Tract: Beginning at a stone in the Smith Ferry Road, thence south 6 east 12  $\frac{2}{3}$  poles to a stone in said road; thence N 84 E 12  $\frac{2}{3}$  poles to a stone; thence north 6 west 12  $\frac{2}{3}$  poles to a stone; thence south 84 west 12  $\frac{2}{3}$  poles to the beginning, containing 1 acres, more or less.

Parcel II: Beginning on a cedar and sugar tree, then south 73 W, 40 poles to a small red Elm at Jacksboro Road, then with said road, N 19 W 10 poles, N.W. 20 poles (sic) N. 12 E 20 poles N. 11  $\frac{1}{2}$  WW (sic) poles to a water Oak and sugar tree and cedar by the side of the said road. S, 60 E 2 poles to a small cedar Lovelass corner. then S 59 E 72 poles at a horn beam and balck (sic) walnut on a cliff of rock Lovelass corner, the S 60 W 8 poles to a hornbeam and hickory. S 50 W 18 poles to 2 dogwood S 30  $\frac{1}{2}$  10 poles to the beginning. Contains 15  $\frac{1}{2}$  acres be same more or less.

Parcel III: Beginning on a Dogwood at Ernie Loveless and the County Road known as the Jacksboro Road; thence with his line 412 feet to a stone; thence 140 feet NW 74 degrees; thence 412 feet southeast about 50 degrees to the County Road; thence the County Road back to the beginning about 314 feet 70" southwest back to the beginning Dogwood.

Being the same property conveyed from William J. Oder, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 30, 1975, and recorded in Deed Book 354, Page 189, Pulaski County Clerk's Office.

Tract C-10

Beginning at the head of a cove at a point designated as "Q" of Tract Z2645 of the land condemned and purchased by the Federal Government for the impoundment of Wolf Creek Reservoir; also common corner of Persie Ward; thence with east side of said cove S. 00°45'W.30 poles; thence S.53°45'E 40 poles; thence S.84°30'E 30 poles; thence N.46°45'E. 42.5 poles; thence N. 22°30'E. 56 poles; thence N. 14°30'E. 99.5 poles; thence N. 12°15'E. 135 poles; thence N. 33°15'E. 69 poles, all of which aforesaid calls constitute the government line and bind on the west bank of Lake Cumberland; thence leaving the government line and running s. 64 W. 82 poles more or less to a hickory at corner of S. B. Heath and Persie Ward; thence S.W. 160 poles with Persie Ward line to a white oak; thence S.40-1/2 E. 10 poles crossing the branch to a rock, continuing with Persie Ward's line; thence S.W. with Persie Ward's line and the meanders of a branch, passing an elm marked as a line tree to a stone; thence continuing southwardly with the branch and the Persie Ward line to the point of beginning, and containing 332.2 acres more or less.

There is excepted from the foregoing boundary the Goff Cemetery which is enclosed by a fence, and a 15-foot right-of-way to the cemetery, leading from the Jacksboro Road.

There is also excepted from the foregoing description a tract of land previously conveyed to the party of the second part from Frazer D. LeBus (Sr.), single, by deed dated August 24, 1961, and recorded in Deed Book 237 at page 400 in the Pulaski County Clerk's office, containing 31.3 acres more or less and described as follows:

BEGINNING at an iron pin, corner of U.S. Government line, East Kentucky R.E.C.C. and Frazier D. LeBus; thence with LeBus' line N. 64 degrees – 00' E – 1200.36 feet to a stake; thence still with LeBus' N 55 degrees – 17 W 400 feet to East Ky. R.E.C.C. and LeBus' corner; thence with East Ky. R.E.C.C. line S 34 degrees 33' W 250 feet to a white oak; thence S 39 degrees 37' E 179.025 feet to a stake; thence S 29 degrees 19 W – 569.25 feet to a stake; thence S 22 degrees 25' W 825 feet to a stake; thence S 01 degrees – 59' E 264 feet to a stake; thence S 12 degrees – 34' W 392.7 feet to an iron pin, the point of beginning and containing 31.3 acres more or less.

The above-described property which is being conveyed by this deed has been re-surveyed as of May 28, 1981, by Bobby Hudson, Land Surveyor, Somerset, Kentucky, and reads as follows:

BEGINNING at Government corner #Z-2645-6, which said corner is the south west corner of a 31.3 acre tract belonging to East Kentucky R.E.C.C.; thence leaving East Kentucky R.E.C.C. with the Corps of Engineer line as follows:

S02°18'41"W 654.38' to a corner Z-2645-7; thence S10°02'26"W 491.28' to a corner Z-2645-8; thence S47°47'27"E 506.76' to a corner Z-2645-9; thence N88°59'48"E 508.70' to a corner Z-2645-10; thence N59°57'43"E 687.32' to a corner Z-2645-11; thence N21°36'30"E 1079.78' to a corner Z-2650-1; thence N10°12'38"E 2350.75' to a corner Z-26-50-2; thence N06°46'17"E 1929.70' to a corner Z-2650-3; thence N62°35'58"E 835.90' to a corner Z-2650-4; thence leaving Government line S75°04'14"W 1270.00' to a 30" oak & iron pin, which is the north east corner of East Kentucky R.E.C.C.; thence with East Kentucky line, S35°58'58"W 2383.97' to an iron pin; thence S55°11'17"E 399.99' to a 4 inch iron post; thence S08°46'00"E 1498.22' to a 4 inch iron post; thence S63°57'18"W 1202.11' to the point of beginning, containing 159.0781 acres more or less.

Being the same property conveyed from Frazer D. Lebus, Jr., et al, to East Kentucky Power Cooperative, Inc. by Deed dated June 1, 1981, and recorded in Deed Book 410, Page 136, Pulaski County Clerk's Office.

#### Tract C-11

BEGINNING at an iron pin, corner of U.S. Government line, East Kentucky R.E.C.C. and Frazer D. LeBus; thence with LeBus' line N 64 degrees – 00' E – 1200.36 feet to a stake; thence still with LeBus' line N 02 degrees – 00' W – 1496.44 feet to a stake; thence still with LeBus' line N 55 degrees – 17 W 400 feet to East Ky. R.E.C.C. and LeBus' corner; thence with East Ky. R.E.C.C. line S 34 degrees 33' W 250 feet to a white oak; thence S 39 degrees 37' E 179.025 feet to a stake; thence S 29 degrees 19 W – 569.25 feet to a stake; thence S 22 degrees 25' W 825 feet to a stake; thence S 01 degrees – 59' E 264 feet to a stake; thence S 12 degrees – 34' W 392.7 feet to an iron pin, the point of beginning and containing 31.3 acres more or less.

There is excepted from this above described tract, a small tract known as the Goff Cemetery, with the right of ingress and egress to the cemetery.

Being the same property conveyed from Frazier D. LeBus to East Kentucky Rural Electric Cooperative Corporation by deed dated August 24, 1961, and recorded in Deed Book 237, Page 400, Pulaski County Clerk's Office.

Tract C-12

BEGINNING at an iron pin, also corner to the U.S. Government; running thence with said Government line N 51 degrees 30 minutes W 40 poles to a stake; thence N 40 E 5 poles to a stake; thence N 47 W 9.5 poles to a stake, N 76 W 18 poles to a stake; thence N 49 W 24 poles to a stake; thence N 45 degrees 30 minutes W 164 poles to a stake in the U.S. Government line; thence leaving said U.S. Government line N 38 degrees 31 minutes E 36.4 poles to two poplars; thence N 56 degrees 56 minutes E 39 poles to a cedar and thorn; thence N 0 degrees 36 minutes W 201 poles to a stake, formerly two hickories; thence N 74 degrees 43 minutes E 7.9 poles to a sugartree stump; thence N 66 degrees 43 minutes E 8 poles to a stake; thence S 62 degrees 22 minutes E 4.8 poles to a stake; thence S 57 degrees 52 minutes E 13.8 poles to a stake; thence S 60 degrees 22 minutes E 10.6 poles to a sugartree; thence N 51 degrees 38 minutes E 10.3 poles to a walnut stump; thence N 39 degrees 53 minutes E 8.4 poles to a walnut stump; thence N 18 degrees 56 minutes E 10.4 poles to a cedar stump; thence N 60 degrees 26 minutes E 9 poles to a stake; thence S 48 degrees 34 minutes E 2.8 poles to a stake; thence S 82 degrees 4 minutes E 14 poles to a stake; thence N 69 degrees 18 minutes E 27.5 poles to an elm stump; thence S 67 degrees 57 minutes E 82.5 poles to a stake; thence \_\_\_\_ poles to a white oak; thence S 39 degrees 37 minutes E 10.85 poles to a stake; thence S 29 degrees 19 minutes W 34.5 poles to an elm; thence S 22 degrees 25 minutes W 50 poles to a rock; thence S 1 degree 59 minutes E 16 poles to a stake; thence S 12 degrees 34 minutes W 23.8 poles to an iron pin; corner in the U.S. Government line; thence with the U.S. Government line S 18 degrees W 39.6 poles to a stake; thence S 39 degrees W 27.7 poles to an iron pin in the U.S. Government line, the point of beginning.

There is excepted from the above a certain cemetery located within the boundary of the above tract and described as follows:

Beginning at a stake running N 46 degrees 15 minutes W 7.85 poles to a stake; N 41 degrees 30 minutes E 5.45 poles; N 70 degrees 30 minutes E 3.88 poles; S 14 E 5.5 poles to a stake; S 29 W 6 poles to a stake.

Being the same property conveyed from Ransom H. Wall, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 27, 1960, and recorded in Deed Book 230, Page 556, Pulaski County Clerk's Office.



### Tract C-13

BEGINNING on a rock, a common corner to the U.S. Government and the Wall lands; running thence with the U.S. Government line N 45 degrees 30 minutes W 23.4 poles to a stake; N 80 degrees W 28 poles to a stake; N. 61 degrees W 29.7 poles to a stake in a branch, also the corner of Howard Smith lands; thence with Howard Smith's line N 29 degrees 31 minutes E 13.2 poles to a poplar, dogwood and mulberry trees; N 70 degrees W 65.5 poles to a stake; S. 29 degrees 31 minutes W 16.4 poles to a stake, also corner in U.S. Government line; thence with said U.S. Government line N 75 degrees 15 minutes W 38.1 poles to a stake in a fence, also corner of Cross lands; thence with Cross line N 80 degrees 57 minutes E 39.3 poles to a cedar, also corner of Cross and Vanhook lands; thence with Vanhook line N 60 degrees E 19.7 poles to an old elm corner; N 16 degrees 32 minutes E 46.5 poles to a maple tree corner; thence N 7 degrees 26 minutes W 9.9 poles to a rock corner; thence N 26 degrees 45 minutes E 24 poles to a rock and fence, corner of Vanhook and Flynn lands; thence with Flynn line S 87 degrees 30 minutes E 25.1 poles to a rock in fence corner; N 41 degrees 13 minutes E 52.7 poles to a hickory and rock corner; also corner of Flynn and Oder lands; thence with Oder line S 1 degree 58 minutes E 25.5 poles to a stake; S 16 degrees 15 minutes E 10 poles to a red elm; thence N 74 degrees 31 minutes E 41 poles to a sugar tree and cedar stump, also corner of Oder and Loveless lands; thence with Loveless line N 4 degrees 26 minutes W 9.7 poles to a stake formerly two dogwoods; thence N 46 degrees 40 minutes E 7 poles to a redbud, also corner of Loveless and Craig lands; thence with Craig line S 79 degrees 25 minutes E 41.9 poles to a stake, also corner of Craig and Wall lands; thence with said Wall line S 0 degrees 36 minutes E 132.8 poles to a cedar and thorn tree; thence S 56 degrees 56 minutes W 39 poles to two poplars; thence S 38 degrees 31 minutes W 36.4 poles to a rock, the point of beginning. The same containing 150.25 acres, be the same more or less.

Being the same property conveyed from Ruth Kramer, et al to East Kentucky Rural Electric Cooperative Corporation by Deed dated November 12, 1960, and recorded in Deed Book 232, Page 172, Pulaski County Clerk's Office.

### Tract C-14

Beginning at a stone in a branch in the U.S. Government line also a corner of the Smith heirs' land; thence running with said Smith heirs' line N 29 degrees 31 minutes E 13.2 poles to a poplar, dogwood and mulberry trees; thence still with Smith heirs' line N 70 W 65.5 poles to a stake; thence S 29 degrees 31' W 16.4 poles to a stake in the U.S. Government line; thence

with said U.S. Government line S 75 degrees 15' E 54.4 poles to a stake in said government line; thence still with the U.S. Government line S 61 degrees E 17.3 poles to the stake in the branch, the point of beginning, containing 5.125 acres.

Being the same property conveyed from Howard S. Smith, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated November 15, 1960, and recorded in Deed Book 232, Page 245, Pulaski County Clerk's Office.

#### Tract C-15

Beginning at a point now marked by an iron stake on the State Highway #1247 right of way line and Carodine Edwards corner and proceeding on a bearing of S – 67 degrees E a distance of 1108 feet. (This line having been established as the boundary line between James Van Hook and Carodine Edwards). Thence with said line S – 87 degrees 30 minutes E a distance of 1128.5 feet to a stone (stake) at East Kentucky RECC, Vanhook and Carodine Edwards corner. Thence: S-26 degrees 45 minutes W a distance of 396 feet to a point (stone) in the line between James Vanhook and East Kentucky RECC. Thence: S – 7 degrees 26 minutes W with said line a distance of 163.35 feet to a maple tree now a corner between James Vanhook and East Kentucky RECC. Thence: S – 16 degrees 32 minutes W a distance of 73 feet to a point (iron stake). Thence: N – 67 degrees 22 minutes W a distance of 1622.4 feet to an iron stake. Thence: N – 66 degrees 16 - W a distance of 568.5 feet to an iron stake; Thence: N – 31 degrees 05 minutes a distance of 89 feet to an iron stake in fence. Thence: N – 87 degrees 41 minutes a distance of 55.5 feet to an iron stake in Highway Right of Way line. Thence: with said Highway #1247 Right of Way line on a bearing of N – 60 degrees 30 minutes E a distance of 214 feet to the beginning. The above described tract contains 15.5 acres more or less.

Being the same property conveyed from Hettie Vanhook, et vir, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 19, 1961, and recorded in Deed Book 237, page 298.

Less and except a portion of that tract identified as Parcel 32 and containing 15.723 acres that was conveyed by East Kentucky Power Cooperative, Inc. to the Commonwealth of Kentucky for the use and benefit of The Transportation Cabinet, Department of Highways, by deed dated September 23, 2005, and recorded in Road Deed Book 22, at Page 231.

#### Tract C-16

Beginning at a corner with Johnie McDaniel and Southern Railroad S 41 degrees 30' E, 20 feet to a point in fence; thence 60 feet in a southeasterly direction and parallel to a 10 degree curve surveyed by Southern Railway Company Engineers (curve data being as follows: Angle = 81 degrees 35' Rt., D = 10 degrees, P.I. = 7 + 58.67, R = 573', T = 495.05, PC = 2+63.62, LC = 815.83, PT = 10+79.45) to a point in fence line along road (a point which bears N – 25 degrees W, 136' from Neely's and McDaniels corner). Thence along road N 25 degrees W, 192.35' to a corner with Southern Railroad R.O.W., thence with Railroad R.O.W. fence S 44 degrees W, 385.5' to the point of beginning, containing 0.77 acres more or less.

Being the same property conveyed from Johnie McDaniel, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 19, 1961, and recorded in Deed Book 237, Page 300, Pulaski County Clerk's Office.

#### Tract C-17

Beginning at a point in fence line 84' in a southeasterly direction from a corner of Jesse and Magadeline Cook and Southern Railroad and 60' from and parallel to a 10 degree curve surveyed by Southern Railway Company Engineers (curve data being as follows: Angle = 81° 35' Rt., D = 10°, P. I. = 7 + 5867, T = 495.05, PC = 2 + 63.62, LC = 815.83, R = 573', PT = 10 + 79.45) to a point in fence line which is property line Jesse and Magadeline Cook and this point being at right angles and 60' to the left of Station 10 + 29 Southern Railroad Survey. Thence on a bearing of S 24° 5 SE 129.5 ft. to a corner of Bates at Kentucky state highway #1247 R/W. Thence on a bearing of So. 68° 28' W to a point in R/W fence a distance of 74'. Thence in a Northwesterly direction and parallel to a 10° curve a distance of 64' from corner of Jesse and Magadeline Cook and on a bearing of N 25° W. Thence a distance of 138' N 25° W to the beginning. This tract contains 1.17 acres more or less.

Being the same property conveyed from Jesse Cook, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 19, 1961, and recorded in Deed Book 237, Page 296, Pulaski County Clerk's Office.

#### Tract C-18

Beginning on an iron pin in the North right-of-way line of the Southern Railroad spur line to Cooper Power Plant the southwest corner to the

property herein described; thence N 18 14' E, 88.5 feet to an iron pin; thence N 29 12' E 266.2 feet to an iron pin and a fence corner; thence with the fence 62 11' E, 125.8 feet to an iron pin; thence N 75 40' W, 26.3 feet to an iron pin; thence S 17 57' W, 102.6 feet to the point of beginning, containing 1.17 acres.

Being the same property conveyed from Diane Jones, et al, to East Kentucky Power Cooperative, Inc. by Deed dated January 19, 1998, and recorded in Deed Book 612, Page 70, Pulaski County Clerk's Office.

**416. All the tracts of property comprising the site of the H. L. Spurlock Power Station as follows:**

Tract SP-1

A certain parcel of land lying on the east side of the South Ripley county road, approximately 1100 feet east of a private drive with its intersection of the South Ripley County road, and said parcel further being approximately 3 miles northeast of South Ripley, and beginning at a point (Iron Pin) in an existing fence line, and said point further being S 2 56' W 15 feet from a corner fence post, a common corner to property owned by Grantor and property now owned by the Huber Heirs, said point also being S 2 56' W 7.50 feet from the centerline of a private drive, entrance to property owned by Grantor; thence running S 89 26' E 40 feet, more or less, to a point, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence running N 75 22' E 40 feet, more or less, to a point, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence running N 65 deg 30' E 129 feet, more or less, to a point, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence running N 69 48' E 51.25 feet, more or less, to a point (Iron Pin) in an existing fence line, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence leaving said private drive and running with an existing fence line S 3 47' E 313.75 feet, more or less, to a point (corner fence post); thence running with an existing fence line N 88 40' W 275.00 feet, more or less, to a point (corner fence post); thence running with an existing fence line N 2 56' E 224.80 feet, more or less, to the beginning, containing 1.557 acres, more or less, as shown on the attached plat entitled "Martha Works" property, and being bounded on the north by Grantor and on the east, south and west by Huber.

Being the same property conveyed from Martha Burnett Works to East Kentucky Rural Electric Cooperative Corporation by Deed dated October

31, 1973, and recorded in Deed Book 191, Page 99, Mason County Clerk's Office.

Tract SP-2

Parcel 1

Beginning at a pin with cap set in the center line of South Ripley road and being in the North right of way line of Kentucky Highway #576. Said point of beginning being 65 feet from the center line of said Kentucky Highway #576 at a point that is 1.44 miles West of the intersection with Old Kentucky Highway #10. Said point of beginning also being known as N431856.198, E2116061.418 on the Kentucky State plane, North zone grid datum; thence, with the North right of way line of said Kentucky Highway #576, North  $87^{\circ}52'37''$  West 31.70 feet to a pin with cap set; thence South  $01^{\circ}31'20''$  West 35.00 feet to a pin with cap set, being 30.0 feet from the center line of said Kentucky Highway #576; thence, with the arc of a 200 foot spiral having a Theta Angle of  $7^{\circ}00'$ , by chord North  $88^{\circ}31'36''$  West 20.54 feet to a pin with cap set; thence North  $88^{\circ}33'04''$  West 1037.15 feet to a pin with cap set, being a corner to the Rozena Lee Germann property; thence, leaving said highway right of way and with the fence to said Germann, North  $05^{\circ}44'56''$  West 345.88 feet to a pin with cap set; thence North  $04^{\circ}05'13''$  West 362.58 feet to a pin with cap set; thence North  $02^{\circ}38'01''$  West 158.90 feet to a pipe found, being a corner to East Kentucky Power Cooperative property; thence, with the line to said East Kentucky Power, South  $81^{\circ}37'35''$  East 217.26 feet to a pipe found; thence South  $70^{\circ}18'39''$  East 208.14 feet to a pipe found; thence South  $66^{\circ}27'33''$  East 93.83 feet to a pipe found; thence North  $21^{\circ}06'20''$  West 124.01 feet to a pipe found; thence North  $53^{\circ}35'16''$  West 274.93 feet to a pipe found; thence North  $62^{\circ}20'19''$  West 270.57 feet to a pin with cap set; thence North  $18^{\circ}37'06''$  West 189.84 feet to a pin with cap set; thence North  $04^{\circ}17'31''$  East 134.13 feet to a pipe found; thence North  $89^{\circ}30'06''$  East 297.95 feet to a pipe found; thence North  $22^{\circ}10'52''$  East 54.00 feet to a pipe found; thence North  $53^{\circ}20'39''$  West 358.10 feet to a pipe found; thence North  $33^{\circ}23'16''$  West 100.76 feet to a pipe found; thence North  $41^{\circ}08'39''$  East 103.86 feet to a pipe found in a fence, being a corner to the Cecil and Geneva Wilson property; thence, with the line to said Wilson, South  $78^{\circ}25'29''$  East 1153.57 feet to a pin with cap set in the center line of South Ripley road, being a corner to other lands of East Kentucky Power Cooperative; thence, with the center line of said South Ripley road and other lands of East Kentucky Power, South  $03^{\circ}32'46''$  West 403.86 feet to a pin with cap set; thence, South  $03^{\circ}35'00''$  West 280.25 feet to a pin with cap set; thence South  $0^{\circ}27'21''$  East 86.87 feet to a pin with cap set; thence South  $04^{\circ}20'32''$  East 43.30 feet to a pin with cap set; thence South

06°10'49" East 267.31 feet to a pin with cap set; thence South 04°57'58" East 555.24 feet to the point of beginning and containing 42.092 acres.

Parcel 2:

Commencing at a pin with cap set in the center line of South Ripley road and its intersection with the North right of way line of Kentucky Highway #576 and being the point of beginning of parcel #1, known as N431856.198, E2116061.418 on the Kentucky State plane, North zone, grid datum; thence, with the North right of way line of said Kentucky Highway #576, South 87°52'37" East 45.02 feet to a pin with cap set; thence South 03°02'41" West 35.00 feet to a pin with cap set and being 30.0 feet from the center line of said Kentucky Highway #576; thence with the arc of a 200 foot spiral having a Theta Angle of 7°00', by chord of South 84°33'48" East 107.47 feet to a pin with cap set; thence with the arc of a curve, having a radius of 848.51 feet, a degree of 7°00' and 169.72 feet to a pin with cap set and being the true point of beginning of parcel #2, also being known as N431767.531, E2116376.012 on the Kentucky State plane, North zone, grid datum; thence, leaving the North right of way line of said Kentucky Highway #576 and with the line of East Kentucky Power Cooperative property, North 21°53'00" East 826.14 feet 676.13 feet to a pin and cap found; thence North 84°56'49" East 177.46 feet to a pin and cap found; thence North 88°56'32" East 99.41 feet to a pin and cap found; thence South 63°18'02" East 200.82 feet to a pin and cap found; thence South 70°05'29" East 239.23 feet to a pin and cap found; thence south 70°40'55" East 146.74 feet to a pin and cap found; thence South 64°53'27" East 131.77 feet to a pin and cap found; thence South 85°10'28" East 75.63 feet to a pin and cap found; thence South 66°26'42" East 139.55 feet to a bent pin found; thence South 54°29'06" East 127.81 feet to a pin and cap found; thence South 67°21'37" East 158.27 feet to a pin and cap found; thence North 88°28'14" East 159.03 feet to a pin with cap set; thence South 72°36'24" East 334.99 feet to a pin with cap set; thence North 78°11'33" East 128.77 feet to a pin and cap found; thence North 59°34'55" East 102.86 feet to a pin and cap found, being a corner to other lands of East Kentucky Power Cooperative; thence, with the line to said other lands of East Kentucky Power, South 12°09'53" West 255.93 feet to a pin with cap set in the center line of a small stream at the remains of a stone wall; thence, up the stream, South 70°16'51" West 163.48 feet to a pin with cap set in the center line of said stream at its intersection with a drain; thence South 40°24'11" West 627.14 feet to a pin with cap set in a fence; thence South 36°03'33" West 385.11 feet to a pin with cap set, being a corner to the James A. and Sue D. Grant property; thence, with the line to said Grant, North 78°39'32" West 1031.79 feet to a pin with cap set; thence South 22°26'24" West 317.37 feet to a pin with cap set in the North right of way line of Kentucky Highway #576, said pin being 30.0 feet from the center

line of said highway; thence, with the North right of way line of said highway, North 50°20'57" West 172.83 feet to a pin with cap set; thence, Degree of 2°25'22" and a Delta Angle of 12°45', by chord North 47°09'33" West 259.67 feet to a pin with cap set; thence, continuing with same curve, by chord North 40°47'03" West 259.66 feet to a pin with cap set; thence North 37°35'39" West 236.79 feet to a pin with cap set; thence, with the arc of a 200 foot spiral having a Theta Angle of 7°00', by chord North 39°56'59" West 203.71 feet to a pin with cap set; thence, with the arc of a curve having a 848.51 foot radius, a degree of 7°00' and a Delta Angle of 50°49', by Chord North 53°52'47" West 271.12 feet to a pin with cap set; thence, continuing with the same curve, by chord North 66°31'34" West 102.22 feet to the point of beginning and containing 72.157 acres. The above described two parcels of land contain a total of 114.249 acres as surveyed by Arlie Caudill, RLS #2749 on October 21, 1992.

Being the same property conveyed from Pauline Taylor to East Kentucky Power Cooperative, Inc. by Deed dated February 10, 1993, and recorded in Deed Book 250, Page 61, Mason County Clerk's Office.

There is EXCEPTED from the above property the property conveyed by East Kentucky Power Cooperative, Inc., to Mason County, Kentucky, by deed dated September 27, 1995, and recorded in Deed Book 262, Page 36, in the Mason County Clerk's Office.

#### Tract SP-3

Beginning at a pin with cap set in the centerline of South Ripley Road at a point that is 1701.7 feet North of said road's intersection with the centerline of Kentucky Highway #576 and being a corner to Pauline Taylor property and to East Kentucky Power Cooperative property. Said point of beginning is also known as N433487.828, E2116023.101 on the Kentucky State plane, North zone, grid datum; thence, leaving South Ripley Road and with the line of Pauline Taylor, North 78°25'29" West 1153.57 feet to a pipe found and being a corner to other lands of East Kentucky Power Cooperative; thence, with the lines to said East Kentucky Power, North 41°16'46" East 54.56 feet to a pipe found; thence, North 54°15'36" West 185.39 feet to a pipe found; thence North 29°20'22" East 194.83 feet to a pipe found; thence North 75°35'04" West 158.03 feet to a pipe found; thence North 35°21'14" West 176.87 feet to a bent pipe found; thence North 56°30'01" East 377.16 feet to a bent pipe found; thence North 57°10'41" East 210.69 feet to a pin found; thence North 02°01'23" West 173.13 feet to a pipe found; thence North 52°36'52" West 104.94 feet to a pipe found; thence South 31°33'24" West 71.60 feet to a pipe found; thence South 74°06'11" West 269.67 feet to a pipe found; thence South 86°10'50" West 111.75 feet to a pipe found;

thence North 32°41'27" West 95.23 feet to a bent pipe found; thence North 19°45'08" West 194.31 feet to a pipe found; thence North 16°14'51" East 132.33 feet to a pipe found; thence North 18°19'54" West 116.31 feet to a pipe found; thence North 06°19'22" West 196.46 feet to a pipe found; thence North 16°39'27" West 69.82 feet to a pipe found; thence North 08°56'47" West 151.03 feet to a pipe found; thence North 0°32'26" East 109.82 feet to a pipe found; thence North 55°08'48" East 107.86 feet to a pin with cap set; thence North 54°34'13" East 156.07 feet to a pipe found; thence North 16°54'31" West 103.33 feet to a pipe found; thence South 84°25'43" East 167.05 East 309.92 feet to a pipe found; thence South 67°36'38" East 135.26 feet to a pipe found; thence South 73°16'37" East 217.48 feet to a pipe found; thence South 71°32'24" East 162.26 feet to a pipe found; thence North 85°56'24" East 136.78 feet to a pipe found; thence South 52°32'43" East 198.44 feet to a pipe found; thence North 04°01'42" West 92.65 feet to a pipe found; thence North 30°18'26" East 115.62 feet to a pipe found; thence South 83°40'41" East 113.59 feet to a pipe found; thence North 12°41'48" West 112.87 feet to a pipe found; thence North 19°36'32" East 134.03 feet to a pipe found; thence South 81°15'39" West 197.65 feet to a pin with cap set; thence South 69°26'10" West 68.51 feet to a pipe found; thence South 87°33'10" West 77.74 feet to a pipe found; thence North 83°36'05" West 77.14 feet to a pipe found; thence North 64°26'22" West 73.20 feet to a bent pipe found; thence North 60°26'08" West 160.03 feet to a pipe found; thence North 48°32'29" West 263.37 feet to a pipe found; thence North 12°09'19" West 68.29 feet to a bent pipe found; thence North 74°51'45" West 133.28 feet to a pin with cap set; thence North 59°52'27" West 273.15 feet to a pin with cap set; thence North 56°04'27" West 247.88 feet to a pin with cap set; thence North 81°16'32" East 114.89 feet to a pin with cap set and being a corner to other land of East Kentucky Power Cooperative; thence, with the fence line to said other lands of East Kentucky Power, South 78°39'36" East 111.47 feet to a pin with cap set; thence South 78°48'23" East 725.55 feet to a pin with cap set at a fence corner being a corner to W. W. and Emma Hord; thence, with the line to said Hord, South 79°05'34" East 1190.04 feet to a pin with cap set in the center line of South Ripley road, being a corner to other lands of East Kentucky Power Cooperative; thence, with the center line of South Ripley road and line to said East Kentucky Power, South 33°12'08" West 203.11 feet to a pin with cap set; thence South 32°45'46" West 780.11 feet to a pin with cap set; thence South 24°00'09" West 64.65 feet to a pin with cap set; thence South 12°15'24" West 57.11 feet to a pin with cap set; thence South 02°20'32" West 303.03 feet to a pin with cap set; thence South 01°56'59" West 562.54 feet to a pin with cap set; thence South 03°28'40" West 118.55 feet to a pin with cap set; thence South 12°58'28" West 107.04 feet to a pin with cap set; thence South 26°10'06" West 180.90 feet to a pin with cap set; thence South 22°13'13" West 59.51 feet to a pin



with cap set; thence South 07°42'45" West 60.52 feet to a pin with cap set; thence South 07°31'36" East 72.30 feet to a pin with cap set; thence South 11°38'52" East 125.70 feet to a pin with cap set; thence South 03°42'17" East 64.53 feet to a pin with cap set; thence South 02°43'58" West 96.86 feet to the point of beginning and containing 88.218 acres of land as surveyed by Arlie Caudill, RLS #2749 on November 6, 1992.

Being the same property conveyed from Cecil Wilson, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 18, 1992, and recorded in Deed Book 249, Page 421, Mason County Clerk's Office.

There is EXCEPTED from the above property the property conveyed by East Kentucky Power Cooperative, Inc., to Mason County, Kentucky, by deed dated September 27, 1995, and recorded in Deed Book 262, Page 36, in the Mason County Clerk's Office.

#### Tract SP-4

Being a 3.5126 acre parcel of Abandoned and Closed right of way for Old South Ripley Road; being bound on all sides by East Kentucky Power Cooperative (D.B. 250, P. 61 and D.B. 249, P. 421); located on the north side of KY 576 (Tuckahoe Road) and east of the New South Ripley Road and being more particularly bound and described as follows:

Beginning at a point in the north right of way line of KY 576 (Tuckahoe Road), 30 feet from the centerline thereof; said point also being further located N 86° 03' 36" E – 295.09 feet from the intersection of the centerline of KY 576 with the centerline of the South Ripley Road (station 1+00), said point also being 295.00 feet right of South Ripley Road centerline station 1+07.31 as shown on the Mason County Roadway Plans designated South Ripley Road Relocation dated 1994; thence with the west right of way line of the old road, North zero degrees thirty six minutes twenty four seconds East (N 00°36'24" E), a distance of one hundred thirty five and 16/100 (135.16) feet; thence with the old right of way line, North three degrees thirty six minutes thirty seconds West (N 03°36'30" W), a distance of three hundred eighty one and 75/100 (381.75) feet; thence with the old right of way line, North five degrees fifty four minutes forty six seconds West (N 05°54'46" W), a distance of two hundred twenty six and 51/100 (226.51) feet; thence with the old right of way line, North two degrees forty six minutes thirty five seconds West (N 02°46'35" W), a distance of two hundred forty five and 16/100 (245.16) feet; thence with the old right of way line, North five degrees ten minutes eight seconds East (N 05°10'08" E), a distance of seven hundred thirty five and 11/100 (735.11) feet; thence with the old right of way line, North five degrees forty minutes thirty eight

seconds West (N 05°40'38" W), a distance of three hundred thirty eight and 98/100 (338.98) feet; thence with the west right of way line of the old county road, North twenty five degrees thirty six minutes twenty two seconds East (N 25°36'22" E) a distance of one hundred eighty five and 94/100 (185.94) feet; thence with the old right of way line of the abandoned and closed county road North twenty degrees twenty two minutes twenty six seconds East (N 20°22'26" E), a distance of one hundred ninety one and 20/100 (191.20) feet; thence with the old right of way line, North five degrees fifty minutes fifty three seconds East (N 05°50'53" E), a distance of one hundred eighty one and 63/100 (181.63) feet; thence with the old right of way line, North two degrees fifty three minutes nineteen seconds East (N 02°53'19" E), a distance of four hundred eighty nine (489.00) feet; thence with the old right of way line, North four degrees fifty four minutes twenty seconds East (N 04°54'24" E), a distance of three hundred twenty two and 1/100 (322.01) feet; thence with the old right of way line of the abandoned and closed county road, North zero degrees fifty one minutes fifty seconds East (N 00°51'50" E), a distance of seventy one and 84/100 (71.84) feet to a point in the east right of way line of the Relocated South Ripley Road, 50 feet right of centerline station 38+99; thence with the east right of way line of the Relocated South Ripley Road, North eighty three degrees nineteen minutes nine seconds East (N 83°19'09" E), a distance of sixty and 8/100 (60.08) feet to a point in the east right of way line of the Relocated South Ripley Road, 85 feet right of centerline station 38+50; thence leaving the east right of way line of the Relocated South Ripley Road with the old east right of way line of the abandoned road, South five degrees twenty one minutes forty five seconds West (S 05°21'45" W), a distance of four hundred twenty eight (428.00) feet; thence with the old right of way line of the old abandoned and closed county road, South three degrees forty five minutes four seconds West (S 03°45'04" W), a distance of five hundred thirty three and 16/100 (533.16) feet; thence with the old right of way line, South one degree eight minutes thirty seven seconds West (S 01°08'37" W), a distance of one hundred seventy three and 12/100 (173.12) feet; thence with the old right of way line, South thirty three degrees twenty four minutes twelve seconds West (S 33°24'12" W), a distance of seventy two and 59/100 (72.59) feet; thence with the old right of way line of the old abandoned and closed county road, South twenty four degrees four minutes forty seconds West (S 24°04'40" W), a distance of two hundred twenty seven and 82/100 (227.82) feet; thence with the old right of way line, South thirteen degrees four minutes twenty eight seconds West (S 13°04'28" W), a distance of seventy one and 24/100 (71.24) feet; thence with the old right of way line, South seven degrees fifteen minutes zero seconds East (S 07°15'00" E), a distance of two hundred (200.00) feet; thence with the old right of way line, South four degrees forty five minutes twenty four seconds West (S 04°45'24" W), a distance of eight hundred fourteen and 52/100

(814.52) feet; thence with the old right of way line of the abandoned and closed county road, South zero degrees three minutes eighty seven seconds West (S 00°03'87" W), a distance of eighty seven and 75/100 (87.75) feet; thence with the old right of way line, South three degrees fifty four minutes thirty six seconds East (S 03°54'36" E), a distance of three hundred twenty eight and 79/100 (328.79) feet; thence with the old right of way line, South three degrees forty eight minutes five seconds East (S 03°48'05" E), a distance of four hundred thirty two and 45/100 (432.45) feet; thence with the old right of way line of the abandoned and closed county road South three degrees nineteen minutes thirty five seconds East (S 03°19'35" E), a distance of one hundred forty two and 60/100 (142.60) feet to a point in the north right of way line of KY 576 (Tuckahoe Road); thence with the north right of way line of KY 576, South eighty six degrees forty four minutes seven seconds West (S 86°44'07" W), a distance of forty two and 93/100 (42.93) feet back to the true point of beginning; and containing three and 51/100 (3.5126) acres or one hundred fifty three thousand eight (153008) square feet. The bearings being correlated to True North as surveyed by James H. Pollitt, RLS 723 in 1995. The above described 3.5126 acre parcel of land is subject to any legal easements of record for access, utilities, and surface water runoff, and is depicted on a survey sketch labeled as Appendix 1, attached hereto and made a part hereof.

Being the same property conveyed from Mason County, Kentucky, to East Kentucky Power Cooperative, Inc. by Deed dated December 18, 1995, and recorded in Deed Book 263, Page 113, Mason County Clerk's Office.

Tract SP-5

Beginning at a P.K. nail in the centerline of South Ripley Road, said point being 65' from the centerline of old KY Highway #8, and being further located by the Ky. State Plane North Zone Coordinate System; being situated at North 431860.290, East 2116062.735, thence with the centerline of South Ripley Road;

1. North 4°57'28" W 553.32' to a P.K. nail, thence;
2. North 6°08'39" West 267.31' to a P.K. nail, thence;
3. North 3°52'42" West 43.30' to a P.K. nail, thence;
4. North 0°06'42" West 86.76' to a P.K. nail, thence;
5. North 3°20'13" East 280.25' to a P.K. nail, thence;
6. North 3°16'23" East 410.97' to a P.K. nail in centerline of South Ripley Road and property line of Kerr, thence with the property line of Kerr;
7. South 76°11'40" East 88.68' to an iron pin; thence;
8. South 76°11'40" East 478.47' to a fence post, thence;
9. North 54°0'55" East 18.02' to a fence post, thence;

10. South 80°11'00" East 1050.00' to an 18" maple, thence;
11. South 15°31'29" East 21.70' to a fence post, thence;
12. North 82°26'35" East 544.97' to a 12" maple, thence;
13. South 60°43'49" East 796.04' to a 14" maple, thence;
14. North 28°06'14" East 45.43' to a fence post, thence;
15. South 52°44'54" East 819.74' to an iron pin at the common corner of Kerr, East Ky. Power and Huber, thence with the property line of Huber;
16. South 12°43'48" West 484.93' to an iron pin, common corner to Huber and Taylor, thence leaving the common corner with Huber and thence with a division line of Taylor;
17. South 59°41'57" West 102.83' to an iron pin, thence;
18. South 78°14'41" West 128.38' to an iron pin, thence;
19. North 72°32'56" West 334.83' to an iron pin, thence;
20. South 88°31'22" West 159.01' to an iron pin, thence;
21. North 67°18'54" West 158.21' to an iron pin, thence;
22. North 54°25'12" West 127.87' to an iron pin, thence;
23. North 66°25'18" West 139.46' to an iron pin, thence;
24. North 85°05'10" West 75.62' to an iron pin, thence;
25. North 65°51'04" West 131.75' to an iron pin, thence;
26. North 70°38'44" West 146.72' to an iron pin, thence;
27. North 70°03'04" West 239.21' to an iron pin, thence;
28. North 63°15'07" West 200.75' to an iron pin, thence;
29. South 88°57'30" West 99.43' to an iron pin, thence;
30. South 84°58'12" West 177.42' to an iron pin, thence;
31. North 78°25'45" West 676.13' to an iron pin, thence;
32. South 21°50'06" West 824.37' to a point in the existing R/W of Old Ky. 8, thence with the existing R/W of Old Ky. 8;
33. North 74°55'58" West 151.27' to a point in said R/W, thence;
34. North 83°57'13" West 125.48' to a point in said R/W, thence;
35. North 01°31'37" West 35.00' to a point in existing R/W, thence;
36. North 88°28'23" West 44.89' to the beginning containing 78.43 acres.

Being the same property conveyed from Pauline Taylor, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 12, 1981, and recorded in Deed Book 212, Page 380, Mason County Clerk's Office.

#### Tract SP-6

That certain tract of land situated in Mason County, Kentucky, on the east side of the South Ripley Road a short distance from Kentucky Highway #8, being bounded on the North by Charles Hutchings, on the East by Phillips, on the South by Loyd, and on the West by South Ripley Road, and containing 100 acres. For metes and bounds description see D.B. 164, Page

581, Mason County Court Clerk's records; being more particularly described as follows:

Beginning at a point in the South Ripley Road corner to Loyd; thence with the road center north 4 east 100 feet; thence north 5 west 69 feet; thence north 11-1/2 west 186 feet; thence north 2 east 67 feet; thence north 28 east 227 feet; thence north 15-1/2 east 65 feet; thence north 4 east 200 feet; thence north 2-1/2 west 543 feet to the west terminus of a line of partition established July 14, 1953; thence with the line of partition south 64-1/2 east 934 feet; thence sharply up a hill north 31-1/2 east 330 feet to a 15 inch ash tree; thence south 60 east 2980 feet to the east terminus of the line of partition and in the line of Phillips; thence with the line of Phillips south 9 west 1043 feet to a point in a ravine corner to Phillips and to Loyd; thence up a ravine with the line of Loyd north 62 west 100 feet; thence north 51 west 400 feet; thence north 54 west 100 feet; thence north 56 west 63 feet; thence north 43 west 85 feet; thence north 44 west 65 feet; thence north 58 west 75 feet; thence north 65 west 73 feet; thence north 50-1/2 west 100 feet; thence north 49 west 74 feet; thence crossing to the far side of the ravine south 41 west 38 feet; thence north 54 west 100 feet; thence north 56 west 100 feet; thence north 60-1/2 west 100 feet; thence north 60 west 88 feet; thence north 63 west 100 feet; thence north 77 west 143 feet; thence north 58 west 100 feet; thence north 69 west 67 feet; thence south 79-1/2 west 100 feet; thence south 80-1/2 west 300 feet; thence south 83 west 132 feet; thence crossing the ravine to the near side north 7 west 31 feet; thence south 83 feet west 86 feet; thence north 80 west 964 feet, thence crossing the ravine again to the far side south 10 west 28 feet; thence north 73 west 551 feet to the point of beginning, and containing 100 acres.

Being the same property conveyed from Jessie L. Kerr, et al, to East Kentucky Power Cooperative, Inc. by Deed dated November 15, 1979, and recorded in Deed Book 207, Page 621, Mason County Clerk's Office.

Tract SP-7

Beginning at a p.k. nail in the centerline of the South Ripley Road being N434916.468 E2116150.981 Ky State Plane Coordinate System (North Zone), approximately 1/2 mile North of Ky. Highway 8, thence meandering with the centerline of said road;

1. North 02°32' East 303.04' to a p.k. nail, thence;
2. North 13°35' East 57.11' to a p.k. nail, thence;
3. North 26°04' East 64.67' to a p.k. nail, thence;
4. North 32°43' East 780.11' to a p.k. nail, thence;

5. North 31°06' East 295.40' to a p.k. nail in the centerline of the intersection of Tuckahoe Turnpike and a gravel road known as Peggs Hill Road, thence with the meanderings of centerline of gravel road;
6. South 65°22' East 85.63' to a concrete nail, thence;
7. South 73°56' East 62.53' to a point in the centerline of the road, thence;
8. South 76°30' East 133.68' to a concrete nail, thence;
9. South 73°42' East 88.24' to a point in the centerline of a gravel road, thence;
10. South 65°17' East 56.64' to a concrete nail, thence;
11. South 57°57' East 42.46' to a concrete nail, thence;
12. South 52°37' East 45.56' to a point in the centerline of a gravel road, thence;
13. South 44°54' East 53.10' to a concrete nail, thence;
14. South 38°05' East 44.08' to a concrete nail, thence;
15. South 33°03' East 42.75' to a point in the centerline of a gravel road, thence;
16. South 25°53' East 74.26' to a concrete nail, thence;
17. South 19°29' East 153.06' to a concrete nail, thence;
18. South 29°49' East 59.40' to a point in the centerline of a gravel road, thence;
19. South 43°32' East 48.54' to a concrete nail, thence;
20. South 52°49' East 47.32' to a concrete nail, thence;
21. South 60°02' East 45.61' to a point in the centerline of gravel road, thence;
22. South 67°59' East 50.53' to a p.k. nail, thence;
23. South 75°34' East 240.12' to a point in the centerline of gravel road, thence;
24. South 81°57' East 107.06' to a p.k. nail, thence;
25. South 82°37' East 351.64' to a point in the centerline of gravel road, thence;
26. North 84°39' East 59.27' to a p.k. nail, thence;
27. North 76°34' East 112.27' to a p.k. nail, thence;
28. South 83°18' East 33.68' to a point in the centerline of gravel road, thence;
29. South 48°41' East 41.18' to a p.k. nail, thence;
30. South 43°28' East 69.88' to a p.k. nail, thence;
31. South 52°21' East 49.47' to a point in the centerline of gravel road, thence;
32. South 55°52' East 57.95' to a p.k. nail, thence;
33. South 58°16' East 188.87' to a p.k. nail, thence;
34. South 53°51' East 50.44' to a point in the centerline of gravel road, thence;
35. South 55°17' East 124.12' to a p.k. nail, thence;

36. South 59°24' East 56.43' to a point in the centerline of gravel road, thence;
37. South 62°49' East 261.76' to a p.k. nail, thence;
38. South 60°29' East 54.61' to a point in the centerline of gravel road, thence;
39. South 53°23' East 62.05' to a concrete nail, thence;
40. South 53°03' East 95.25' to a concrete nail, thence;
41. South 56°42' East 41.24' to a concrete nail, thence;
42. South 61°20' East 51.11' to a point in the centerline of gravel road, thence;
43. South 64°56' East 54.95' to a concrete nail, thence;
44. South 66°37' East 272.28' to a point in the centerline of gravel road; thence;
45. South 68°25' East 85.73' to a p.k. nail, thence;
46. South 71°36' East 163.39' to a point in the centerline of gravel road, common corner to Wallingford, thence with the division line of Bay and Wallingford;
47. South 12°32' East 1277.92' to an iron pin in the fence corner to East Kentucky Power and Kerr, thence with the division line of this tract and Kerr, thence;
48. North 61°29' West 2956.70' to an iron pin in the fence, thence;
49. South 33°58' West 329.03' to an iron pin in the fence, thence;
50. North 48°04' West 317.19' to an iron pin in the fence, thence;
51. North 72°11' West 627.93' to the beginning containing 107.26+/- acres.

Being the same property conveyed from George L. Bay, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 14, 1980, and recorded in Deed Book 209, Page 601, Mason County Clerk's Office.

Tract SP-8

Tract 3A. Beginning at a p.k. nail in the center of Peggs Hill Road, said point approximately .70 of a mile from Tuckahoe Turnpike Road thence with the meanderings of the centerline of Peggs Hill Road, and the line of George Bay;

1. North 71°36' West 163.39' to a p.k. nail, thence;
2. North 68°25' West 85.73' to a point in the road, thence;
3. North 66°37' West 272.28' to a p.k. nail, thence;
4. North 64°56' West 54.95' to a point in the road, thence;
5. North 61°20' West 51.11' to a p.k. nail, thence;
6. North 56°42' West 41.23' to a p.k. nail, thence;
7. North 53°03' West 95.25' to a p.k. nail, thence;
8. North 55°23' West 62.05' to a point in the road, thence;

9. North 60°29' West 54.61' to a p.k. nail, thence;
10. North 62°49' West 261.76' to a point in the road, thence;
11. North 59°24' West 56.43' to a p.k. nail, thence;
12. North 55°17' West 124.12' to a p.k. nail, thence;
13. North 53°51' West 50.44' to a p.k. nail, thence;
14. North 58°16' West 188.87' to a p.k. nail, thence;
15. North 55°52' West 57.95' to a point in the road, thence;
16. North 52°21' West 49.47' to a p.k. nail, thence;
17. North 43°28' West 69.88' to a p.k. nail, thence;
18. North 44°19' West 24.17' to a p.k. nail, corner to Vernon Huber, thence with the existing division line fence;
19. North 28°28' West 247.18' to a fence post, thence;
20. North 34°50' West 208.56' to an iron pin, in fence line, said point being 100 ft. right of RR station 2610, thence with the severance line;
21. South 72°06' East 315.96' to an iron pin, said point being 200 ft. right of RR station 2607, thence;
22. South 62°19' East 1154.80' to an iron pin, said point being 200 ft. right of RR station 2595, thence;
23. South 71°51' East 570.66' to an iron pin, said point being 150 ft. right of RR station 2590 and common corner to Wallenford;
24. South 14°51' West 71.79' to a 24" Maple tree in the fence line, thence;
25. South 13°00' West 377.18' to the beginning containing 16.18 +/- acres.

Being the same property conveyed from Larue Chamblin, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated October 15, 1979, and recorded in Deed Book 207, Page 399, Mason County Clerk's Office.

Tract SP-9

Tract 1. Beginning at a point in the R/W of Ky. 8, being N437057.704 E 2120698.070 Ky. State Plane Coordinates System (North Zone), point also a corner to Tract 3, thence with the division line of this tract and Tract 3;

1. South 50°47' West 249.86' to an iron pin, thence;
2. South 37°36' East 211.39' to an iron pin, thence;
3. South 54°57' East 368.38' to an iron pin, thence;
4. South 57°36' East 110.36' to an iron pin, thence;
5. South 52°54' East 469.82' to an iron pin, thence;
6. South 42°04' East 241.15' to an iron pin, common corner of this tract and tract 3 and tract 2, thence continuing with the division line of this tract and tract 2;
7. South 44°00' East 309.59' to an iron pin, thence;
8. South 38°18' East 169.72' to an iron pin, thence;
9. South 31°32' East 118.61' to an iron pin, thence;



10. South 28°33' East 207.31' to an iron pin, thence;
11. South 24°48' East 164.60' to an iron pin, thence;
12. South 19°20' East 171.34' to an iron pin, common corner of this tract and tract 2 and lands of East Kentucky Power, thence with the division of this tract and the lands of East Kentucky Power;
13. North 75°03' West 1250.91' to an iron pin in the fence, common corner of this tract and the lands of Wallingford, thence with the division line fence;
14. North 78°47' West 149.82' to a fence post, thence;
15. North 74°12' West 581.41' to an iron pin, common corner to this tract and the lands of Wallingford and Chamblin, thence with the division line fence of Chamblin;
16. North 25°50' East 2.12' to a fence post, thence;
17. North 13°14' East 482.09' to an iron pin in the fence, thence;
18. North 84°17' West 63.64' to an iron pin in the fence, thence;
19. North 12°09' East 273.70' to an iron pin in the fence, thence;
20. North 55°35' West 354.77' to a fence post, thence;
21. North 56°39' West 31.25' to a fence post, thence;
22. North 50°40' West 303.01' to an iron pin in the fence, thence;
23. North 34°52' West 490.81' to an iron pin in the fence, thence;
24. North 37°20' West 1182.52' to a 12" hackberry in the fence, thence;
25. North 20°40' West 15.04' to a 6" Hackberry in the fence, thence;
26. North 40°44' West 157.53' to a 3" Hackberry in the fence, thence;
27. North 56°13' West 9.62' to a 6" Hackberry in the fence, thence;
28. North 75°45' West 199.36' to a 12" Hackberry in the fence, thence;
29. North 57°15' West 85059' to a 5" Hackberry in the fence, thence;
30. South 72°21' West 284.11' to an 8" Hackberry in the fence, common corner to this tract and the lands of Chamblin and Denham, thence with the line of Denham;
31. North 27°34' West 63.84' to a 6" Elm in the fence, thence;
32. North 39°13' West 55.84' to a fence post, thence;
33. North 45°39' West 193.36' to a 36" Maple in the fence, thence;
34. North 44°41' West 159.30' to a 10" Hackberry in the fence, thence;
35. North 43°32' West 348.79' to an iron pin in the fence, thence;
36. South 82°36' West 364.35' to an iron pin in the fence, thence;
37. North 06°09' East 130.14' to a 3" Hickory in the fence, thence;
38. North 13°45' East 56.17' to an iron pin in the fence, thence;
39. North 13°42' East 314.98' to an iron pin in the fence, thence;
40. North 36°02' West 286.05' to an 18" Locust in the fence, thence;
41. North 34°07' West 392.57' to an iron pin in the fence, thence;
42. North 53°42' East 309.80' to an iron pin in the fence, thence;
43. North 66°19' East 50.28' to an iron pin in the fence, thence;
44. North 54°46' East 393.61' to an iron pin in the fence, thence;
45. South 34°22' East 995.72' to an iron pin in the fence, thence;

46. North 46°22' East 172.00' to a point in the R/W of Ky. Highway 8, thence with the R/W of Ky. 8;
47. South 34°00' East 454.76' to a point in the R/W, thence;
48. South 35°40' East 277.80' to a point in the R/W, thence;
49. North 50°44' East 20.00' to a point in the R/W, thence;
50. South 39°16' West 398.74' to a point in the R/W, common corner of this tract and tract 4, thence with the division line of this tract and tract 4;
51. South 30°09' West 103.92' to an iron pin, thence;
52. South 49°38' East 216.37' to an iron pin, thence;
53. North 43°16' East 68.89' to a point in the R/W of Ky. 8, thence continuing with the R/W of Ky. 8;
54. South 39°16' East 210.84' to a point in the R/W, thence;
55. South 50°44' West 20.00' to a point in the R/W, thence;
56. South 39°16' East 500.00' to a point in the R/W, thence;
57. South 50°44' West 10.00' to a point in the R/W, thence;
58. South 40°33' East 103.38' to a point in the R/W, thence;
59. South 43°32' East 103.65' to a point in the R/W, thence;
60. South 46°32' East 103.65' to a point in the R/W, thence;
61. South 49°32' East 103.65' to a point in the R/W, thence;
62. South 52°32' East 103.65' to a point in the R/W, thence;
63. South 55°32' East 103.65' to a point in the R/W, thence;
64. South 57°40' East 44.85' to a point in the R/W, thence;
65. South 58°20' East 156.80' to a point in the R/W, thence;
66. North 31°40' East 20.00' to a point in the R/W, thence;
67. South 58°20' East 616.96 to the beginning containing 113.03 +/- acres.

Being the same property conveyed from Mary Hayden Hester, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 29, 1979, and recorded in Deed Book 208, Page 215, Mason County Clerk's Office.

Tract SP-10

Beginning at an iron pin in the R/W of Ky 8, said point being N437657.892, E2119933.416 Ky State Plane Coordinate System (North Zone) said point being a common corner to Parcel 4A, thence with the common division line of Parcel 4A,

1. North 40°16' East 209.48 to a point in the R/W of the proposed railroad, a common corner to Parcel 4A and Parcel 5A, thence with the common division line of Parcel 5A,
2. South 05°57' West 239.25' to an iron pin in the R/W of Ky. 8, thence leaving the common line with Parcel 5A and with the R/W of Ky 8;
3. North 54°46' West 135.45' to the beginning containing 0.32 +/- acres.

Being the same property conveyed from Willie E. McLain, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 20, 1980, and recorded in Deed Book 208, Page 303, Mason County Clerk's Office.

Tract SP-11

Beginning at an iron pin in the North R/W of Ky 8, said point being N437657.892, E 2119933.416 Ky State Plane Coordinate System (North Zone), thence with the R/W of Ky 8;

1. North 49°45' West 32.52 ft. to a point in the North R/W of Ky 8, corner to parcel 4A, said point also point in R/W of Spur Track, thence with the R/W of Spur Track;
2. North 13°58' East 143.36 ft. to a point in R/W of Spur Track, thence;
3. North 05°57' East 100.00 ft. to a point in R/W of Spur Track, thence;
4. North 01°55' West 132.04 ft. to an iron pin common corner to Parcel 4A and Lot 3, thence with the division line of this parcel and Lot 3;
5. North 34°07' East 109.24 ft. to a point in the center of Lawrence Creek, thence with the centerline of Lawrence Creek;
6. North 85°29' East 148.96 ft. to a point in the centerline of Lawrence Creek, also a point in the R/W of Spur Track, thence with the R/W of Spur Track;
7. South 05°57' West 260.93 ft. to a point in R/W of Spur Track, common corner to Parcel 5A, thence with the division line of Parcel 5A;
8. South 40°16' West 97.52 ft. to a point in R/W of Spur Track, common corner to Parcel 5A and Parcel 5B, thence with line of Parcel 5B;
9. South 40°16' West 209.48 ft. to the beginning containing 1.60+/- acres.

Being the same property conveyed from James Raymond Hayden, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 21, 1980, and recorded in Deed Book 208, Page 414, Mason County Clerk's Office.

Tract SP-12

Beginning at a point in the right of way of Kentucky 8, being N435291.360 E 2122718.617 Ky State Plane Coordinate System (North Zone), said point also being in the center of center line of Lawrence Creek; South 67 deg. 13' West 25.16' to a point in the center of said creek; thence South 11 deg. 22' West 68.15 feet to a point in the center of said creek; thence South 10 deg. 51' West 99.39 feet to a point in the center of said creek; thence South 16 deg. 08' West 200.11 feet to a point in the center of said creek, common corner of this tract and the lands of DuPont DeNemours and East Kentucky Power, thence continuing with the line of East Kentucky Power; North 72

deg. 32' West 229.68 feet to an iron pin, in the fence; thence North 65 deg. 34' West 12.53 feet to an iron pin, in the fence; thence North 69 deg. 23' West 16.390 feet to an iron pin in the fence; thence North 78 deg. 58' West 195.13 feet to an iron pin common corner to this tract and tract 1 and East Kentucky Power, thence with the division line of this tract and tract 1; North 19 deg. 20' West 171.43 feet to an iron pin; thence North 24 deg. 48' West 164.40 feet to an iron pin; thence North 28 deg. 33' West 207.31 feet to an iron pin; thence North 31 deg. 32' West 118.61 feet to an iron pin; thence North 38 deg. 18' West 169.72 feet to an iron pin; thence North 44 deg. 00' West 309.59 feet to an iron pin, common corner of this tract and tract 1 and tract 3, thence with the division line of tract 3; North 46 deg. 18' East 137.32 feet to a point in the right of way of Kentucky 8, thence with the said right of way South 31 deg. 28' East 103.70 feet to a point in the right of way; thence South 32 deg. 45' East 67.57 feet to a point in the right of way; thence South 36 deg. 01' East 105.56 feet to a point in the right of way; thence South 44 deg. 01' East 105.56 feet to a point in the right of way; thence South 48 deg. 01' East 105.56 feet to a point in the right of way; thence South 52 deg. 01' East 105.56 feet to a point in the right of way; thence South 56 deg. 14' East 105.56 feet to a right of way; thence South 64 deg. 01' East 105.56 feet to a point in the right of way; thence South 68 deg. 01' East 105.56 feet to a point in the right of way; thence South 70 deg. 42' East 34.00 feet to a point in the right of way; thence South 71 deg. 19' East 72.60 feet to a point in the right of way; thence South 18 deg. 41' West 5.00 feet to a point in the right of way; thence South 71 deg. 09' East 135.00 feet to the beginning, containing 7.55 acres, more or less.

Being the same property conveyed from Trans-Ash, Inc. to East Kentucky Power Cooperative, Inc. by Deed dated November 29, 1988, and recorded in Deed Book 233, Page 495, Mason County Clerk's Office.

#### Tract SP-13

Tract No. I, Parcel 1: That certain tract or parcel of land lying and being in Charleston Bottoms on Lawrence Creek in Mason County, Kentucky, and bounded and described as follows: Beginning at a fence post, corner to James Peggs;

thence S 12 W 18.1 poles to a fence post;

thence S 10 W 27 poles to a stake;

thence S 13 W 4.5 poles to a tree;

thence S 18 W 15.1 poles to a post;

thence S 14 W 15.3 poles to a post on the north side of a hollow, corner to Peggs and Mrs. C. D. Bacon;

thence down the branch, crossing same to the south side with Bacon's line;

thence following S 45¼ E 19.1 poles  
S 60 E 15 poles  
S 78 E 10.6 poles  
S 81½ E 16.6 poles  
N 68½ E 7.5 poles  
N 82¾ E 44 poles  
N 73½ E 12 poles  
N 68½ E 8.7 poles to a fence post;  
thence crossing the branch to the north side N 6 E 3.6 poles to a fence post;  
thence down the branch S 84½ E 40.6 poles,  
S 64½ E 29.4 poles to a point on the west bank of Lawrence Creek;  
thence down said creek and in the center thereof  
N 30 E 18.8 poles  
N 6 ½ W 10.2 poles  
N 9 ½ E 10.8 poles  
N 24 W 20.5 poles  
N 35 W 10.1 poles  
N 44 ½ E 7.7 poles, this line crosses the T. P. road under the bridge;  
thence N 23 ¼ W 26 poles to an elm tree on the north bank of Lawrence  
Creek corner to Joe Pollitt; thence with his line and leaving the creek  
S 87 ¾ 12 poles  
S 85 ½ W 16 poles  
S 87 ½ W 18.5 poles, this line crosses the T.P. road to James Peggs' line;  
thence with his line S 86 W 58.5 poles to a fencepost; thence  
N 89 ½ W 12.1 poles,  
N 87 ¼ W 74 poles to the beginning, containing 112.76 acres.

Parcel 2: A small triangular piece of ground lying on the south side of the Peggs Hill Road in the Moransburg precinct of Mason County, Kentucky, and being more particularly described as follows:

Beginning at a point in the center of the Peggs Hill Road at the corner of Peggs and Phillips;  
thence in a southerly direction along the line of Phillips a distance of 650 feet to a point corner common to Phillips and Peggs in the drain;  
thence at a right angle of approximately 45 degrees and in a northwest direction from said point of the Peggs Hill Road;  
thence approximately 45 degrees and along the center of the Peggs Hill Road, a distance of 140 feet to the point of beginning, containing 1.05 acres.

This property is subject, however, to all existing and apparent roads and easements and to the Meldahl Dam easement of record in Mason County Deed Book 166, Page 89.

Tract II: Beginning at a large sycamore on the west margin of Lawrence Creek near to and below the mouth of Loyd's still house branch, and running up said branch N 72 W 33 poles to a stake to a letter A, on the plat filed in the Mason Circuit Court in the chancery action of Joseph Martin administration versus Lewis martin, et al., in 1851; thence W 33 ½ poles to a stake in Pierce's line, letter B on plat; thence S 2 poles to B on plat; thence S 76 W 50 poles to a white walnut, corner to B. Loyds; thence with his land S 2 W 106 poles to a white walnut, another corner, to said Loyd near Carpenter's Mill Road; thence down said road in the center thereof N 75 ¼ E 42 poles  
N 82 ½ E 48 poles  
N 73 E 18 poles  
N 58 ½ E 50 poles to the center of the creek near ford; thence down the creek N 49 W 18 poles  
N 1 ½ E 14 poles  
47 W 24 poles;  
N 10 ½ W 17 poles to the beginning and containing 79 acres, 1 rod and 26 poles.

Tract III: A certain tract of land lying on Lawrence Creek in Mason County, Kentucky, and bounded and described as follows:

Beginning at a stake in the center of the turnpike, corner to Martin Cooney; thence with his line N 85 ¾ E 48 poles to the center of Lawrence Creek; thence with the center of Lawrence Creek  
N 25 ¼ E 12.6 poles,  
N 35 W 21.6 poles,  
N 35 ½ E 11.2 poles,  
N 81 ¾ E 19.7 poles  
N 32 ¼ E 9.3 poles  
N 40 W 19 poles  
N 67 W 6.6 poles  
S 57 ½ W 7 poles  
S 36 ½ E 15.3 poles  
N 67 ¾ W 15.5 poles  
N 19 ½ W 5.4 poles  
N 16 E 12.5 poles to a stake in the center of creek, corner to land retained by Huber;  
thence leaving the creek and up a big hill  
N 76 ¼ W 104.3 poles to a gate post, corner to Peggs and in line of land retained by Huber;  
thence with Peggs' line down the hill S 3 W 53.5 poles to the center of the pike;  
thence following the center of the pike N 85 ¼ E 12 poles,

S 79 E 33 poles  
S 75 1/8 E 17 poles  
S 41 3/4 E 16.4 poles  
S 6 1/2 E 17 poles  
S 24 E 9.8 poles to the beginning containing 47 acres, 3 quarters and 36 poles. Subject to the right of passways.

Being the same property conveyed from John A. Bresline, Jr. to East Kentucky Power Cooperative, Inc. by Deed dated April 6, 1978, and recorded in Deed Book 202, Page 335, Mason County Clerk's Office.

Tract SP-14

Beginning at fig. 1 on the plat B on file in the suit of Julia A. Broshears vs. Mary E. Margan, et als., in the Mason County Circuit Court, a corner to Isaac Peggs land; thence East to the center of said turnpike road to Isaac Peggs line; thence with said line to the beginning, and bounded on the North and east by said turnpike road, on the South and West by Isaac Peggs land, containing 1/4 of an acre, more or less,

Being the same property conveyed from Virgil Dermon, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 19, 1979, and recorded in Deed Book 206, Page 89, Mason County Clerk's Office.

Tract SP-15

Parcel No. 2. All that certain tract of land situated in Mason County, Kentucky, about six miles Northwest of Maysville, Kentucky, on the Blue Run and Anderson Ferry turnpike, and bounded as follows:

Beginning at a post, corner to Mrs. Eva Huber and W. O. Sidwell; thence N 75 deg. 45 min. W 730 feet to a stone; thence along Sidwell's line S 12 deg. 40 min. W 1962 feet to a stone, corner to Martin Cooney and C. D. Bacon; thence along Cooney's line S 88 deg. 15 min. E 2412 feet to center of Blue Run turnpike; thence along center of pike N 23 deg. 00 min. W 175 feet; thence N 5 deg. 00 min. W 206 feet; thence N 20 deg. 45 min. W 1200 feet, 41 deg. 00 min. W 234 feet; thence N 60 deg. 15 min. W 41 deg. 00 min W. 234 feet; thence N. 60 deg. 15 min. W 67 feet; thence N 75 deg. 30 min. W 251.5 feet to center of bridge; thence up a ravine N 87 deg. 00 min. W 292 feet to an elm tree; thence N 89 deg. 30 min. W 435 feet to a stake corner to widow Simons; thence N 2 deg. 30 min. E 944 feet to place of beginning, containing 57.67 acres, more or less.

There is however excepted out of the above tract of land that parcel of land conveyed Clarence Phillips by James H. Peggs and Sudie L. Peggs, his wife, by deed dated February 1, 1957, recorded in Deed Book 156, page 376, Mason County Court Clerk's Office records, and more particularly described as follows:

A small triangular piece of ground lying on the south side of the Peggs Hill Road in the Moransburg precinct of Mason County, Kentucky, and being more particularly described as follows:

Beginning at a point in the center of the Peggs Hill Road at the corner of Peggs and Phillips; thence in a southerly direction along the line of Phillips a distance of 650 feet to a point corner common to Phillips and Peggs in a drain; thence at a right angle of approximately 45 degrees and in a northwest direction from said point 650 feet along a drain to a point in the center of the Peggs Hill Road; thence approximately 45 degrees and along the center of the Peggs Hill Road, a distance of 140 feet to the point of beginning.

Being the same property conveyed from James Raymond Haden, et al, to East Kentucky Power Cooperative, Inc. by Deed dated May 1, 1979, and recorded in Deed Book 205, Page 569, Mason County Clerk's Office.

#### Tract SP-16

Tract I. A certain tract of land lying in Mason County, Kentucky, on the South Ripley Turnpike and bounded as follows:

Beginning at a point in the center of the turnpike corner to said Huber, thence dividing the pike equally S 12 W 16 poles S  $\frac{3}{4}$  E 13.4 poles to a point in the forks of the turnpike; thence dividing the South Ripley Turnpike equally S  $58\frac{3}{4}$  E 4  $\frac{1}{2}$  poles; S  $76\frac{3}{4}$  E 17  $\frac{1}{2}$  poles; S 59 E 10 poles S  $36\frac{1}{4}$  E  $\frac{3}{4}$  9.2 poles; S 19  $\frac{1}{2}$  E 15.1 poles, S  $52\frac{3}{4}$  E 9.2 poles, S  $74\frac{7}{8}$  e 16 poles; s 83 E 25 poles S  $76\frac{1}{2}$  E 5.2 poles N  $76\frac{1}{2}$  E 12 poles to a stake north of the pike, and corner to Huber; thence with his line to a fence up a branch N  $24\frac{1}{2}$  W 7 poles to an elm; N  $32\frac{1}{4}$  W 6  $\frac{1}{2}$  poles; N  $35\frac{1}{2}$  W 13 N  $39\frac{1}{4}$  W 10 poles N  $38\frac{1}{2}$  W 8 poles N  $47\frac{1}{2}$  W 8 poles N  $35\frac{5}{8}$  W poles N  $74\frac{1}{2}$  W 21 poles to a point on the water gap three feet west of a honey locust containing 25 acres, 1 quarter and 21 poles.

There is excepted from the above tract a small piece of land about one half acre which is reserved by grantor, and which is on grantor's side of the new fence built by him to straighten line or fence, and the new fence is the line between said tract and grantor.



Tract II. Parcel No. 1. All that certain tract or parcel of land situated on the waters of Lawrence Creek, Mason County, Kentucky, bounded as follows: Situated near the Tuckahoe Road and bounded by a line beginning at a stake southeast corner of the "Still House" tract; thence N 4 ¼ E 106 poles to a stake at creek, corner to Foley; thence up the branch S 81 W 26.6 poles to a stone; thence N 71 W 2.2 poles; thence S 85 ½ W 7.6 poles to a stone; thence N 64 ½ W 11.4 poles; thence N 58 W 24 poles and 18 links to a stone, Holton's corner; thence S 12 ½ W 44 poles 12 links to a ravine; thence up said ravine S 68 ¾ W 10.4 poles to a stone; thence S 35 W 18.8 poles to a stone in the branch; thence S 4 ½ W 18 poles; thence S 34 W 24 poles; thence S 80 ½ E 35 poles to a stone at Holton's corner; thence S 77 E 91 poles to the beginning, containing 60 acres 34 poles.

Parcel No. 2. Tract 1. All those two certain tracts or parcels of land lying in Plugtown precinct, Mason County, Kentucky, the first beginning at a gate post corner to Mrs. Lloyd's dowry and to C. F. Loyd N 77 W 97 poles 5 links to a stake standing 5 links north of a large locust tree; thence with George Coffee line S 41 ½ W 37 poles to the center of the turnpike; thence down the road S 55 E 20 poles 8 links; thence S 44 E 6 poles to the center of the pike corner to Wm Marshall; thence S 26 ½ W 6 poles 15 links to a stake; thence S 77 ¾ E 23 poles 5 links to the center of the turnpike corner to W. L. Moran; thence S 77 ¾ E 19 poles 4 links to a flat rock on the hillside, corner to C. F. Loyd; thence with his line N 36 ½ E 55 poles 12 links to the beginning, containing 24 acres 1 rood, 10 poles.

Second Tract. That certain parcel of land which was set off as the dower tract in the division of the lands of Richard Loyd, deceased, plat of which is recorded in Deed Book 95, Page 463, in the records of the Clerk of Mason County Court, said land being bounded on the north by other lands of Mrs. Mary Foley and children, and on the east by tracts No. 2 and part of No. 3 as shown on said plat, on the south by tract No. 1, above tract, on the west by Geo. Coffee, now D. Slattery, and containing 32 ¼ acres.

Being the same property conveyed from William W. Hord, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 23, 1979, and recorded in Deed Book 208, Page 276, Mason County Clerk's Office.

Tract SP-17

A certain tract of land in Mason County, Kentucky, lying on Ky. Highway No. 8 and bounded as follows:

On the North by the Ohio River, on the East by the lands now or formerly owned by A. C. Duke, T. A. Duke, F. Rosser and T. Hopkins; on the South by the Maysville-Dover Road (Kentucky Highway #8), a Mason County Road, and the lands now or formerly owned by Ben Chivis; on the West in its entirety, by Lawrence Creek.

Excepting thereout and therefrom the right of way of the Chesapeake and Ohio Railway Company.

Containing within said bounds 929.041 acres of land, be the same more or less (exclusive of the right of way of the Chesapeake and Ohio Railway Company).

Being the same property conveyed from E. I. Du Pont De Nemours and Company to East Kentucky Power Cooperative, Inc. by Deed dated June 29, 1971, and recorded in Deed Book 185, Page 269, Mason County Clerk's Office.

THERE IS EXCEPTED from the above tract, the following three exceptions:

Exception I

That property conveyed from East Kentucky Power Cooperative, Inc. to Charleston Bottoms Rural Electric Cooperative Corporation by Deed dated June 19, 1973, and recorded in Deed Book 190, Page 139, Mason County Clerk's Office and described as follows:

TRACT NO. 1: - All that part of a certain tract or tracts of land lying south of the Ohio River and north of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

BEGINNING at a point in the northerly right-of-way line of the Chesapeake and Ohio Railway Company and said point also being 40.0 feet right (north) and radially opposite approximate station 9401+64.7 on the centerline of the westbound main track of said railroad and said point further being a corner common to the Chesapeake and Ohio Railway Company, to the land now or formerly owned by A. C. Duke, and to the property herein being described and said point still further being in the westerly right-of-way line of Kentucky Utilities Company; thence, running northwesterly along the north right-of-way line of said railroad 40.0 feet from (north) and parallel to a 0° 30' curve on the centerline of the westbound main tract for a distance of 5099.2 feet, more or less, to a point in said right-of-way line and said point also being 40.0 feet right (north) and radially opposite approximate station

9452+46.2 on the centerline of the westbound main tract of said railroad; thence, continuing along same said north right-of-way line N 72° 02' W for 716.8 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and radially opposite approximate station 9459+60 on the centerline of the westbound main tract of said Chesapeake and Ohio Railway, and said point further being S 10° 35' 58" W, a distance of 3.1 feet from a set concrete monument; thence, continuing along the north right-of-way line 70.0 feet from (north) and parallel to a 0° 30' curve on the centerline of the westbound main track for a distance of 240.83 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and opposite approximate station 9462+00 on the centerline of the westbound main tract of said railroad; thence, running N 77° 30' W along the north right-of-way line of said railroad 70.0 feet from (north) and parallel to the centerline of the west bound main track for a distance of 4740.0 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and opposite station 9509+40 on the centerline of the westbound main tract of said railroad; thence, continuing along the north right-of-way line of said railroad 70.0 feet from (north) and parallel to a spiral and a 1° 45' curve on the centerline of the westbound main tract of said railroad a distance of 649.8 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and radially opposite approximate station 9516+04 on the centerline of the westbound main track of said railroad and said point further being in the centerline of Lawrence Creek; thence, running N 13° 15' E along the centerline of Lawrence Creek, a distance of 125.0 feet, more or less, to a point in the centerline of Lawrence Creek and said point also being in the Ohio River; thence, along the Ohio River and the meanders thereof as follows:

S76°45'E a distance of 416.0 feet; thence,  
S77°00'E a distance of 420.2 feet; thence,  
S80°15'E a distance of 700.0 feet; thence,  
S79°45'E a distance of 611.0 feet; thence,  
S74°15'E a distance of 890.5 feet; thence,  
S73°45'E a distance of 700.0 feet; thence,  
S77°15'E a distance of 523.0 feet; thence,  
S78°30'E a distance of 500.0 feet; thence,  
S84°45'E a distance of 375.0 feet; thence,  
S74°15'E a distance of 144.0 feet; thence,  
S82°08'02" E a distance of 493.35 feet; thence,  
S88°10'11" E a distance of 797.45 feet; thence,  
S82°26'13" E a distance of 841.19 feet; thence,  
S81°45'40" E a distance of 523.77 feet; thence,  
S80°25'44" E a distance of 312.08 feet; thence,

S82°26'15" E a distance of 420.59 feet; thence,  
S75°36'21" E a distance of 407.72 feet; thence,  
S83°43'24" E a distance of 317.84 feet; thence,  
S78°09'15" E a distance of 244.52 feet; thence,  
S67°35'29" E a distance of 363.00 feet; thence,  
S76°58'36" E a distance of 409.78 feet; thence,  
S67°38'18" E a distance of 500.78 feet; thence,  
S62°25'46" E a distance of 400.24 feet; thence,

continuing along the Ohio River and the meanders thereof S51°02'21" E for a distance of 411.86 feet, more or less, to a point in said river and said point also being N 24°15'E, a distance of 160.0 feet from a concrete monument and said point further being a corner common to the land now or formerly owned by A. C. Duke and the property herein being described and said point still further being in the westerly right-of-way line of the Kentucky Utilities Company; thence, running along the property line between the land now or formerly owned by A. C. Duke and the property herein being described and also being along the westerly right-of-way line of Kentucky Utilities Company S24°15'W for a distance of 1736.46 feet, more or less, to the point of beginning; containing 151.559 acres, more or less.

The plans showing the locations of the centerline stations of the westbound main track of the railroad referred to herein, are on file at The Chesapeake and Ohio Railway Company, Chief Engineer's Office in Richmond, Virginia.

TRACT NO.2: - All that part of a certain tract or tracts of land lying south of the Chesapeake and Ohio Railway and north of Kentucky Highway #8, and being more particularly described as follows, to-wit:

BEGINNING at the point of intersection of the southerly right-of-way line of the Chesapeake and Ohio Railway Company and the centerline of Lawrence Creek and said point also being 130.0 feet left (south) and radially opposite approximate station 9515+57 on the centerline of the westbound main track of said railroad; thence, running along the southerly right-of-way line of said railroad 130.0 feet from (south) and parallel to a 1°45' curve on the centerline of the westbound main track of said railroad a distance of 130.0 feet, more or less, to a point in said right-of-way line and said point also being 130.0 feet left (south) and radially opposite station 9514+32 on the centerline of the westbound main track of said railroad; thence, continuing along the southerly right-of-way line of said railroad N82°32'E a distance of 113.3 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet left (south) and radially opposite station 9513+32 on the centerline of the westbound main track of

said railroad; thence, continuing southeasterly along said right-of-way line 85.0 feet from (south) and parallel to a  $1^{\circ}45'$  curve and related spiral for a distance of 402.17 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet left (south) and directly opposite station 9509+40 on the centerline of the westbound main track of said railway; thence, running  $S77^{\circ}30'E$  along the same south right-of-way line 85.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad a distance of 208.0 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet from (south) and directly opposite station 9507+32 on the centerline of the westbound main track of the same said railroad; thence, running  $S86^{\circ}08'E$  along said right-of-way line a distance of 101.12 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet from (south) and directly opposite station 9506+32 on the centerline of the westbound main track of said railroad; thence, running  $S77^{\circ}30'E$  along same said right-of-way line 70.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for 1158.0 feet to a point in said right-of-way line and said point also being 70.0 feet left (south) and directly opposite station 9494+74, which is directly opposite Mile Post 607 on the centerline of the westbound main track on said railroad; thence, running  $N12^{\circ}30'E$  along said right-of-way line 10.0 feet to a point in said right-of-way line and said point also being 60.0 feet left (south) and directly opposite station 9494+74 which is opposite Mile Post 607 on the centerline of the westbound main track of said railroad; thence, running  $S77^{\circ}56'14'' E$  along said south right-of-way line for 1310.03 feet to a point in said right-of-way line and said point also being 50.0 feet from (south) and directly opposite station 9481+64 on the centerline of the westbound main track of said railroad; thence, continuing  $S77^{\circ}30'E$  along said right-of-way line 50.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for a distance of 1827.1 feet, more or less, to a point in said right-of-way line and said point also being 50.0 feet left (south) and directly opposite approximate station 9463+36.0 on the centerline of the westbound main track of said railroad; thence, running  $S5^{\circ}30''W$  along said right-of-way line for a distance of 100.3 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet south and directly opposite approximate station 9463+30.8 on the centerline of the westbound main track of said railroad; thence, running  $S77^{\circ}30'E$  along said right-of-way line 100.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for 130.8 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet left (south) and directly opposite approximate station 9462+00 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said south right-of-way line 100.0 feet from (south) and parallel to a  $0^{\circ}30'$  curve on the centerline of the westbound main track of said railroad for 967.0 feet, more

or less, to a point in said right-of-way line and said point also being 100.0 feet left (south) and radially opposite station 9452+24.5 on the centerline of the westbound main track of said railroad; thence, running N8°30'E along the same right-of-way line for a distance of 40.5 feet to a point in said right-of-way line and said point also being 60.0 feet left (south) and radially opposite station 9452+30.7 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said right-of-way line 60.0 feet from (south) and parallel to a 0°30' curve on the centerline of the westbound main track of said railroad for 751.7 feet, more or less, to a point in said right-of-way line and said point also being 60.0 feet left (south) and radially opposite station 9444+75 on the centerline of the westbound main track of said railroad; thence, running along said right-of-way line southwesterly and radially opposite station 9444+75 on the centerline of said westbound main track of said railroad a distance of 10.0 feet to a point in said right-of-way line and said point being 70.0 feet left (south) and radially opposite station 9444+75 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along the same said south right-of-way line 70.0 feet from (south) and parallel to a 0°30' curve on the centerline of the westbound main track of said railroad for a distance of 4958+21 feet to a point in said right-of-way line and said point also being 70.0 feet left (south) and radially opposite station 9394+86.31 on the centerline of the westbound main track of said Chesapeake and Ohio Railway Company; thence, running N49°36'39"W for 247.10 feet, more or less, to a point; thence, running N 56°07'50"W for 457.60 feet to a point; thence, N58°54'21"W for 572.85 feet to a point; thence, N64°36'59"W a distance of 301.50 feet to a point; thence N 56°59'48"W for 300.17 feet to a point; thence, N58°54'21"W a distance of 1100.00 feet to a point; thence N 59°51'38"W for a distance of 1000.14 feet to a point; thence N77°56'53"W a distance of 435.86 feet, more or less, to a point; thence, running S12°46'40"W for a distance of 2848.24 feet, more or less, to a point in the north right-of-way line of Kentucky Highway #8 (Maysville-Dover Road SP81-555) and said point also being 40.0 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway; thence, running N74°13'48"W along the north right-of-way line of said highway 40.0 feet from and parallel to the centerline of said highway a distance of 127.8 feet, more or less, to a point in said right-of-way line and said point being 40.0 feet left (north) and directly opposite station 403+00 on the centerline of said highway; thence, running N15°46'12"E along said right-of-way line 25.0 feet to a point in said right-of-way line and said point being 65.0 feet left (north) and opposite station 403+00 on the centerline of said highway; thence, continuing N74°13'48"W along same said right-of-way line 65.0 feet from (north) and parallel to the centerline of said highway for 950.0 feet to a point in said right-of-way line and said point being 65.0 feet left (north) and directly opposite station 393+50 on the

centerline of said highway; thence, running N15°46'12"E along said right-of-way line for a distance of 10.0 feet to a point in said right-of-way line and said point being 75.0 feet left (north) and directly opposite station 393+50 on the centerline of said highway; thence, continuing N74°13'48" W along said right-of-way line 75.0 feet from (north) and parallel to the centerline of said highway for 308.0 feet to a point in said right-of-way line and said point being 75.0 feet left (north) and opposite station 390+42 on the centerline of said highway; thence, running N15°46'12" E along said right-of-way line a distance of 5.0 feet to a point in said right-of-way line and said point being 80.0 feet left (north) and opposite station 390+42 on the centerline of said highway; thence, continuing N74°13'48" W along said right-of-way line 80.0 feet from (north) and parallel to the centerline of said highway for 540.0 feet to a point in said right-of-way line and said point being 80.0 feet left (north) and opposite station 385+02 on the centerline of said highway; thence, running S15°46'12" W along said right-of-way line a distance of 10.0 feet to a point in said right-of-way line and said point being 70.0 feet left (north) and opposite station 385+02 on the centerline of said highway; thence, continuing N74°13'48" W along said right-of-way line 70.0 feet from (north) and parallel to the centerline of said highway a distance of 539.0 feet to a point in said right-of-way line and said point being 70.0 feet left (north) and opposite station 379+63 on the centerline of said highway; thence, running N45°18'32"E along said right-of-way line a distance of 34.5 feet to a point in said right-of-way line and said point being 100.0 feet left (north) and opposite station 379+80 on the centerline of said highway; thence, continuing N74°13'48" W along said right-of-way line 100.0 feet from (north) and parallel to the centerline of said highway for 155.0 feet, more or less, to a point in said right-of-way line and said point being 100.0 feet left (north) and opposite station 378+25 on the centerline of said road and point further being in the centerline of Lawrence Creek; thence, continuing in the centerline of Lawrence Creek as follows:

N43°00'E a distance of 40.0 feet; thence,  
N12°45"E a distance of 185.0 feet; thence,  
N29°15'W a distance of 139.9 feet; thence,  
N59°15'W a distance of 72.0 feet; thence,  
N75°45"W a distance of 109.8 feet thence,  
S61°45'W a distance of 126.6 feet; thence,  
S51°15'W a distance of 104.0 feet; thence,  
N12°30'W a distance of 431.4 feet; thence,  
N72°15'W a distance of 86.2 feet; thence,  
S66°00'W a distance of 247.0 feet; thence,  
N31°45'W a distance of 137.5 feet; thence,  
N29°30'W a distance of 249.0 feet; thence,  
N10°00'W a distance of 247.00 feet; thence,

N33°15'W a distance of 104.3 feet; thence,  
N72°15'W a distance of 215.0 feet; thence,  
N21°15'W a distance of 63.5 feet; thence,  
N76°00'E a distance of 427.5 feet; thence,  
N24°45'E a distance of 192.0 feet; thence,  
N49°15'W a distance of 202.3 feet; thence,  
N64°45'W a distance of 392.5 feet; thence,  
S35°30'W a distance of 156.0 feet; thence,  
S11°00'W a distance of 139.0 feet; thence,  
S48°45'W a distance of 185.0 feet; thence,  
S82°30'W a distance of 162.8 feet; thence,  
N26°15'W a distance of 386.3 feet; thence,  
N83°30'W a distance of 275.0 feet; thence,  
N78°30'W a distance of 169.0 feet; thence,  
N46°45'W a distance of 160.0 feet; thence,  
N37°00'W a distance of 229.4 feet; thence,  
N33°45'W a distance of 329.0 feet; thence,  
S86°15'W a distance of 405.0 feet; thence,  
N55°00'W a distance of 112.4 feet; thence,  
N43°00'W a distance of 266.0 feet; thence,  
N32°00'W a distance of 320.0 feet; thence,  
N57°30'W a distance of 217.7 feet; thence,  
N25°45'W a distance of 188.5 feet; thence,  
N0°45'W a distance of 166.0 feet; thence,  
N21°00'W a distance of 335.7 feet; thence,  
N20°30'W a distance of 225.0 feet; thence

continuing N26°45'W along the centerline of Lawrence Creek a distance of 180.0 feet, more or less, to the point of beginning, containing 415.398 acres, more or less.

The plans showing the locations of the centerline station of the westbound main track of the railroad referred to herein are on file at the Chesapeake and Ohio Railway Company, Chief Engineer's Office in Richmond, Virginia.

The plans showing the locations of the centerline stations on the highway referred to herein are on file at the Kentucky Department of Highways in Frankfort, Kentucky.



## Exception II

That property conveyed from East Kentucky Power Cooperative, Inc. to Transcontinental Terminals, Inc. by Deed dated November 19, 1985, and recorded in Deed Book 224, Page 275, Mason County Clerk's Office:

Beginning at a point in the centerline of Kentucky Highway No. 8, approximately 4 miles west of Maysville, Kentucky, at Highway survey station no. 404+27.8±; thence North 12°45'56" W east a distance of 40 feet to the actual right-of-way line and beginning point of the description of the East Kentucky Power Cooperative Industrial Tract and a corner to East Kentucky Power Cooperative power plant site; thence with the said plant site property line for three (3) calls as follows:

North 12°45'56" east a distance of 1,892.63 feet; South 72°45'03" east a distance of 60.00 feet; North 12°56'33" east a distance of 960.94 feet; to a common corner with the said plant site and the East Kentucky Power Cooperative railroad siding; thence with said siding for ten (10) calls as follows:

South 77°56'46" east a distance of 372.67 feet; South 59°16'17" east a distance of 2,469.73 feet; South 64°14'43" east a distance of 229.06 feet; South 02°43'51" east a distance of 47.03 feet; South 53°08'48" east a distance of 485.83 feet; South 50°30'57" east a distance of 348.62 feet, crossing the centerline of a 150 foot wide easement to Kentucky Utilities Company for an electrical power line across the East Kentucky Power Cooperative Industrial Tract; thence with the remaining four (4) calls as follows:

South 16°07'50" east a distance of 79.34 feet; South 60°06'30" east a distance of 71.11 feet; North 42°51'48" east a distance of 173.37 feet; South 50°29'18" east a distance of 260.38 feet; to a common corner to the C&O Railroad's property and the East Kentucky Power Cooperative railroad siding; thence with the C&O right-of-way fence for three (3) calls as follows:

South 43°48'20" east a distance of 319.76 feet; North 51°23'37" east a distance of 3.06 feet; South 41°48'35" east a distance of 503.21 feet; to a common corner with the C&O Railroad's right-of-way and a corner to property now belonging to TTI System (previously owned by T. A. Duke); thence with the TTI property line South 42°01'34" west a distance of 1,405.84 feet to a corner in the north right-of-way line of Kentucky Highway No. 8, point being fifty feet north of said centerline of Kentucky Highway No. 8 and a 1°30" curve; thence with a chord bearing and

distance, North 83°17'57" west a distance of 745.42 feet to a point where the right-of-way width is reduced from 50 feet; thence South 11°44'00" west a distance of 10 feet to a point in said curve; thence North 76°14'46" west a chord distance of 217.77 feet to a point in the north right-of-way and the end of said curve of Kentucky Highway No. 8 and being the centerline of the 150 foot Kentucky Utilities easement across Kentucky Highway No. 8 at survey station no. 436+82; thence with the north right-of-way line of Kentucky Highway No. 8 (north right-of-way line at this point being 40 feet) north 74°13'27" west a distance of 3,257.31 feet to the point of beginning and containing 242.12 acres, more or less, as shown on a plat attached to the deed filed of record in Deed Book 224, Page 275, Mason County Clerk's Office.

### Exception III

That property conveyed from East Kentucky Power Cooperative, Inc. to Stanley Larue Chamblin and June Beckett Chamblin by Deed dated January 8, 1974, and recorded in Deed Book 191, Page 409, Mason County Clerk's Office:

Beginning at a point in the south right-of-way line of the Maysville-Dover Road (Ky. Hwy. #8) at its intersection with the east right-of-way line of a Mason County Road, and said point also being 40.0 feet right (south) and radially opposite approximate station 440+67.9 on the centerline of said Maysville-Dover Road (Ky. Hwy. #8), and said point further being 35.0 feet left (east) and opposite approximate station 0+64.0 on the centerline of said Mason County Road; thence running northeasterly along the south right-of-way line of said Maysville-Dover Road (Ky. Hwy. #8) 40.0 feet from (right) and parallel to a 1°30' curve on the centerline of said highway, a distance of 133.4 feet, more or less, to a point in said right-of-way line and said point also being 40.0 feet right (south) and radially opposite approximate station 442+00.0 on the centerline of said highway; thence running radially south along said right-of-way line a distance of 5.0 feet to a point in said right-of-way line, and said point also being 45.0 feet right (south) and radially opposite approximate station 442+00.0 on the centerline of said highway; thence continuing along the same said right-of-way line 45.0 feet from (right) and parallel to a 1°30" curve on the centerline of the same said Maysville-Dover Road (Ky. Hwy. #8) a distance of 151.6 feet, more or less, to a point in the same said south right-of-way line, and said point also being 45.0 feet right (south) and radially opposite approximate station 443+50.0 on the centerline of said highway; thence running radially north along same said right-of-way line a distance of 5.0 feet to a point in said right-of-way line and said point also being 4.0 feet right (south) and radially opposite approximate station 443+50.0 on the

centerline of said highway; thence continuing along said right-of-way line 40.0 feet from (right) and parallel to a  $1^{\circ}30''$  curve on the centerline of said highway a distance of 234.5 feet, more or less, to a point in said right-of-way line, and said point also being 40.0 feet right (south) and radially opposite approximate station 445+82.0 on the centerline of said highway; thence running S  $47^{\circ}29'$  W for a distance of 539.4 feet, more or less, to a point in the property line between the parties of the first part and the land now or formerly owned by A. C. Duke, and said point also being in the centerline of a Mason County Road; and said point further being S  $47^{\circ}29''$  W 30.0 feet from a concrete monument; thence running along the centerline of said Mason County Road N  $28^{\circ}50'$  W a distance of 133.7 feet, more or less, to a point in the centerline of said road; thence continuing along the centerline of the same said Mason County Road N  $14^{\circ}45'$  W a distance of 149.0 feet, more or less, to a point in the centerline of said road, and said point also being station 2+50.0 on the centerline of said road; thence running N  $75^{\circ}15'$  E and perpendicular to the centerline of said road a distance of 22.0 feet to a point in the left (east) right-of-way line of said county road, and said point also being 22.0 feet left (east) and opposite approximate station 2+50.0 on the centerline of said road; thence running N  $14^{\circ}45'$  W along the left (east) right-of-way line of said road 22.0 feet from (east) and parallel to the centerline of said road a distance of 128.0 feet, more or less, to a point in said right-of-way line, and said point also being 22.0 feet left (east) and opposite approximate station 1+22.0 on the centerline of said county road; thence running along said right-of-way line N  $75^{\circ}15'$  E and perpendicular to the centerline of said road a distance of 13.0 feet to a point in said right-of-way line, and said point also being 35.0 feet left (east) and opposite approximate station 1+22.0 on the centerline of said Mason County Road; thence running N  $14^{\circ}45'$  W along said right-of-way line 35.0 feet from (left) and parallel to the centerline of said road for a distance of 58.0 feet, more or less, to the point of beginning, containing 2.64 acres, more or less.

#### Tract SP-18

All of that certain tract of land, designated as Parcel A on that attached plat identified as GS76-1, and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charleston Bottoms RECC and East Kentucky Power Cooperative; thence, running N  $12^{\circ} 46' 40''$  E, and with the

property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G 30; thence leaving the existing property line and running N 34° 48'40" W, and with Baseline "A" a distance of 965.03 feet to a point, and said point further being a concrete monument, with brass cap at station 20+25.33 Baseline "A" whose coordinate values are, N 435913.906, E 2124942.100; thence, running N 34° 48'40" W and with Baseline "A" a distance of 1313.42 feet, to a point, and said point further being station 33+38.75 on baseline "A"; thence, leaving Baseline "A", and running S 55° 11'20" W, a distance of 410.00 feet, to a point, and said point further being 338.75 feet left (north) station 15+90 on Baseline "B", and said point further being the Point of Beginning for Parcel A of this instrument; thence, running S 55° 11'20" W, a distance of 211.33 feet, to a point, and said point further being 338.75 feet left (north) station 13+78.67 on Baseline "B"; thence, running N 34° 48'40" W, a distance of 934.75 feet, to a point,; thence, running N 55° 11'20" E, a distance of 154.67 feet, to a point, and said point further being 466.66 feet left (west) station 42+73.50 on Baseline "A"; thence, running S 34° 48' 40" E, a distance of 507.25 feet, to a point; thence, running N 55° 11'20" E, a distance of 52.66 feet to a point, and said point further being 414.00 feet left (west) station 37+66.25 on Baseline "A"; thence, running S 34° 48'40" E, a distance of 249.25 feet, to a point; thence, running N 55° 11'20" E, a distance of 4.00 feet, to a point; thence, running S 34° 48'40" E, a distance of 178.25 feet, to the point of beginning; containing 3.852 acres, more or less.

All of that certain tract of land, designated as Parcel B on that attached plat identified as GS76-1 and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charles Bottoms RECC and East Kentucky Power Cooperative; thence running N 12° 46'40"E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G30; thence, leaving the existing property line, and running N 34°48'40" W, and with Baseline

“A”, a distance of 965.03 feet to a point, and said point further being a concrete monument with brass cap at station 20+25.33 Baseline “A” whose coordinate values are N435913.906, E2124942.100, thence, running N 34° 48’40” W, and with Baseline “A” a distance of 304.67 feet to a point, and said point further being station 23+30 on Baseline “A”, thence leaving Baseline “A”, a running S 55° 11’20” W, a distance of 582.00 feet, to a point, and said point being the Point of Beginning for Parcel B of this instrument; thence, running S 55° 11’20” W, a distance of 242.00 feet, to a point; thence, running N 34° 48’40” W, a distance of 592.00 feet, to a point, and said point further being 78 feet right (south) station 11+76 on Baseline “B”; thence, running N 55° 11’20” E, a distance of 242.00 feet, to a point, and said point being 78 feet right (south) station 14+18 on Baseline “B”, and said point further being 582 feet left (west) station 29+22 on Baseline “A”; thence running S 34° 48’40” E, a distance of 529.00 feet, to the point of beginning, containing 3.289 acres, more or less.

All of that certain tract land, designated as Parcel C on that attached plat identified as GS76-1 and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charleston Bottoms RECC and East Kentucky Power Cooperative; thence, running N 12° 46’40” E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline “A” as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G30; thence, leaving the existing property line, and running N 34°48’40” W, and with Baseline “A”, a distance of 1939.70 feet, to a point, and said point being the intersection of Baseline “A” and Baseline “B”, at station 30+00 on Baseline “A” and station 20+00 on Baseline “B”; thence, running N 55°11’20” E, and with Baseline “B”, a distance of 179.39 feet to a point, and said point further being a concrete monument, with brass cap at station 21+79.39 Baseline “B” who coordinate values are N436836.478, E2124580.130, thence running N 55° 11’20” E and with Baseline “B”, a distance of 766.11 feet, to a point, and said point being station 29+45.50 on Baseline “B”; thence, leaving Baseline “B” and running 3.25 feet to a point, and said point being the Point of Beginning for Parcel C of this instrument; thence, running N 34°48’40” W, a distance of 100.50 feet, to a point; thence, running N 55°11’20” E, a distance of 609.00 feet, to a point; thence,

running S 34°48'40" E, a distance of 100.50 feet, to a point, and said point being 3.25 feet left (north) station 35+54.50 on Baseline "B"; thence running S 55°11'20" W, a distance of 609.00 feet, to the point of beginning; containing 1.405 acres, more or less.

Being the same property conveyed from Charleston Bottoms RECC to East Kentucky Power Cooperative, Inc. by Deed dated December 13, 1976, and recorded in Deed Book 198, Page 640, Mason County Clerk's Office.

Tract SP-19

That certain tract or parcel of land situated in Mason County, Kentucky, designated as Lot No. 6 on the Plat of Green Valley Subdivision, recorded in Plat Book 1, Page 96, Mason County Clerk's Office.

Being the same property conveyed from Gordon D. Sexton, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated October 1, 1998, and recorded in Deed Book 276, Page 714, Mason County Clerk's Office.

Tract SP-20

Situated in Mason County, Commonwealth of Kentucky, and designated as Lot No. 5 on the plat of Green Valley Subdivision, recorded in Plat Book 1, Page 96, of record in the Mason County Clerk's Office.

Exception: There is excepted from the above described property that parcel of land previously conveyed East Kentucky Power Cooperative, Inc., and being more particularly described as follows:

Beginning at an iron pin in the right of way of Kentucky 8, said point being N. 437657.892, E. 211933.416 Kentucky State Plane Coordinate System (North Zone) said point being a common corner to Parcel 4A, thence with the common division line of Parcel 4A, (1) North 40° 16' East – 209.48 feet to a point in the right of way of the proposed railroad, a common corner to Parcel 4A and Parcel 5A, thence with the common division line of Parcel 5A, (2) South 05° 57' West – 239.25 feet to an iron pin in the right of way of Kentucky 8, thence leaving the common line with Parcel 5A and with the right of way of Kentucky 8, (3) North 54° 46' West – 135.45 feet to the beginning containing 0.32+/- acres.

Being the same property conveyed from Wesley M. Vantine to East Kentucky Power Cooperative, Inc. by Deed dated January 31, 1997, and recorded in Deed Book 268, Page 412, Mason County Clerk's Office.

Tract SP-21

Barn Tract: A small parcel of ground with a tobacco barn thereon located on the North side of Kentucky No. 8 across the highway from Parcel No. 1 and being more particularly described as follows:

Beginning at a point in the North right of way of Kentucky Highway No. 8 which point is at station 344+05 common to State of Kentucky, Hester and Hayden; thence N. 31 deg. 20' E. 66 feet to N.E. corner stake of plat common to Hester and Hayden; thence N. 58 deg. 20' W. 135 feet to N.W. corner stake of plat common to Hester and Hayden; thence S. 31 deg. 20' W. 66 feet to right of way at station 342+70 common to State of Kentucky, Hester and Hayden; thence in an Easterly direction with the Highway right of way 135.0 feet to point of beginning and containing .2 acre.

Being the same property conveyed from Boyd Sexton, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 16, 1998, and recorded in Deed Book 278, Page 1, Mason County Clerk's Office.

Tract SP-22

PARCEL 1:

All that certain tract or parcel of land conveyed to C.T. and B.F. Marsh, dated April 27, 1896 and recorded in Deed Book 97, page 66, Mason County Court Clerk's Office, being a part of the land conveyed C.T. Marsh and B.F. Marsh by deed from Lucy Keith and als recorded in Deed Book 89, page 443 of said records and bounded as follows:

Situate, lying and being in Mason County, Kentucky, and beginning on the Blue Run Road in Keith's line opposite a stone on the south side of the road planted in the division line; thence with the road and Keith's line N. 74 W. 10 chains and 47 links to a stake; thence N. 72  $\frac{1}{4}$  W. 21 chains 33 links to a stake standing N. 14  $\frac{1}{4}$  E. 48 links from a stone planted in the line of the grave-yard; thence S. 14  $\frac{1}{4}$  W. 6 chains 98 links passing a stone at the southeast corner of the graveyard 28 links to a stake in Stevens' line; thence with said line S 69  $\frac{1}{2}$  E. 10 chains 42 links to a beech tree; thence S 16  $\frac{3}{4}$  W. 17 chains to a stake on upper side of Walnut stump and 25 links below a buckeye tree; Stevens' corner, in Joe Slack's line thence with Slack's line S 71  $\frac{1}{2}$  E 15 chains and 70 links to a stone corner to B.F. Marsh tract; thence with his line N. 16  $\frac{3}{4}$  E. 25 chains 22 links to the beginning containing 50 acres 19 poles in which is included the school house lot of 26 square poles, situated in the N-E corner of said tract, subject to all highways.

EXCEPTING that certain parcel of land as was conveyed to James A. Potts, et ux., by deed of Joseph E. Condon, et us., dated the 27<sup>th</sup> day of July, 1979 and of record in Mason County Deed Book 206, page 593.

The said excepted property is herein described as follows:

Being that piece of property in Mason County, Kentucky on the south side of Kentucky Route 8 just west of Borner Co. and just eas of R.E.A. Power Plant and described more particularly as follows:

BEGINNING at a concrete property line marker in the right of way line of Kentucky Number 8, dividing the land of Rosser and Condon; thence N 65° - 33' W 530.5 feet to a stake in the said right of way line, common to Condon and State of Kentucky; thence, at an interior angle of 93° - 48' S 28° 15' W 105.0 feet to a stake, common only to Condon; thence at an interior angle of 127° - 10' S 24° - 25' E 80.0 feet to a stake, common only to Condon; thence at an interior angle of 140° - 18' S. 64° 17' E. 480.1 feet to a stake, common to Rosser and Condon; thence, at an interior angle of 88° - 50' N. 24° - 35' E 169.0 feet to the point of beginning, common to Rosser, Condon and State of Kentucky, this last line forming an interior angle of 89° - 54' with the line first herein described and containing 2.00 acres, more or less.

PARCEL 2:

Being that piece of property in Mason County, Kentucky, on the south side of Kentucky Route 8 just west of Bowser Morner Co. and Just each of R.E.A. Power Plant and described more particularly as follows:

BEGINNING at a concrete property line marker in the right of way line of Kentucky Number 8, dividing the land of Rosser and Condon; thence, N. 65° - 33' W. 530.5 feet to a stake in the said right of way line, common to Condon and State of Kentucky; thence, at an interior angle of 93° - 48' S. 28° 15' W 105.0 feet to a stake, common only to Condon; thence at an interior angle of 127° - 10' S. 24° - 25' E 80.0 feet to a stake, common only to Condon; thence at an interior angle of 140° - 18' S. 64° 17' E. 480.1 feet to a stake, common to Rosser and Condon; thence, at an interior angle of 88° - 50' N. 24° - 35' E. 169.0 feet to the point of beginning, common to Rosser, Condon and State of Kentucky, this last line forming an interior angle of 89° - 54' with the line first herein described and containing 2.00 acres, more or less.

BEING the same property as conveyed to East Kentucky Power Cooperative, Inc. by deed from Marie T. Condon and James A. Potts and Joe Ann Potts, dated the 7<sup>th</sup> day of November, 2003, and of record in Deed Book 300, page 760, Mason County Clerk's office.



There is EXCEPTED from the above-described tracts the following:

Being a 0.676 acre parcel of that larger tract of land conveyed to East Kentucky Power Cooperative, Inc., DB 300 Page 760. Said property is located east of Ky 1597 and on the south side of Ky Route 8 in Mason County, Kentucky and being more particularly described as follows:

Beginning at a gate post and in the right of way for Ky Route 8 and corner to East Kentucky Power Cooperative, Inc., (DB 300 Pg 760) and corner to Charleston Bottoms Cemetery (DB 82 Pg 355); thence leaving the line of the cemetery along the right of way of Ky Route 8, S 81-28-21 E 100.72' to an iron pin and cap set (RDH 3267 5/8" rebar typical) at a fence post corner and new corner to East Kentucky Power Cooperative, Inc.; thence along a new division lien S 13-07-06 W 274.82' to an iron pin and cap set at a fence post corner; thence S 77-20-47 W 110.26' to an iron pin and cap set at a fence post at the east line of Cemetery (DB 82 Pg 355); thence along the Cemetery N 12-55-06 E 314.70' to the point of beginning containing 0.676 acres according to the survey of R. David Hord, PLS 31264 of RDH Surveys, Inc., on August 15, 2007.

Being the same property conveyed from East Kentucky Power Cooperative, Inc., to Charleston Bottoms Cemetery by deed dated August 16, 2007, of record in Deed Book 321, Page 328, Mason County Clerk's Office.

Tract SP-23

Tract 7A

BEGINNING at an iron pin in the division line fence of this tract and the lands of Schweickart, said pin lying approximately 580' E of Ky. Highway 8 and also being on the 860' USC & GS elevation survey line, thence with the fence; S 74° 11' E 217.10' to a fence post, thence; S 72° 03' E 197.24' to a fence post, thence; S 73° 11' E 61.45' to a fence post, thence; S 77° 00' E 310.07' to a fence post, thence; S 72° 57' E 92.72' to a fence post, thence; S 71° 10' E 79.07' to a fence post, thence; S 78° 08' E 132.89' to a fence post, thence; S 73° 13' E 115.31' to a fence post, thence; S 79° 31' E 239.12' to a fence post, thence; S 79° 43' E 170.67' to a fence post, thence; S 73° 46' E 238.05' to a fence post, thence; S 64° 00' E 258.61' to a fence post, thence; N 54° 07' E 20.22' to a fence post, thence; N 17° 55' E 203.20' to a corner fence post, a common corner to this tract and the lands of Miller, thence with the line of Miller; S 71° 23' E 439.58' to a fence post, thence; S 40° 44' E 219.93' to a fence post, thence; N 72° 44' W 57.52' to a fence post, thence; S 20° 54' W 969.62' to a fence post, thence; S 09° 07' W 383.83' to a fence post, thence; S 01° 41' W 363.85' to a fence post,

thence; S 05° 32' W 99.77' to a fence post, thence; N 88° 38' W 137.69' to a fence post, thence; N 20° 51' W 46.36' to a fence post, thence; N 75° 39' W 376.24' to a fence post, thence; N 72° 37' W 95.90' to a fence post, thence; N 11° 56' E 312.40' to a fence post, thence; N 10° 27' E 203.20' to a fence post, thence; N 77° 10' W 123.43' to an 18" Maple Tree on the 860' elevation line, thence leaving the fence and running with the 860' elevation line; N 14° 05' E 15.80' to iron pin 349, thence; N 04° 12' E 259.46' to iron pin 350, thence; N 09° 13' E 122.98' to iron pin 351, thence; N 47° 17' W 269.02' to iron pin 352, thence; N 46° 17' W 219.32' to iron pin 353, thence; N 24° 09' W 214.50' to iron pin 354, thence; S 80° 13' E 199.46' to iron pin 355; thence; N 81° 04' E 116.95' to iron pin 356, thence; S 72° 56' E 168.92' to iron pin 357, thence; S 83° 29' E 134.58' to iron pin 358, thence; N 35° 28' E 77.54' to iron pin 359, thence; N 49° 57' W 140.19' to iron pin 360, thence; N 59° 36' W 105.31' to iron pin 361, thence; N 51° 49' W 175.99' to iron pin 362, thence; N 47° 43' W 111.48' to iron pin 363, thence; N 68° 01' W 127.98' to iron pin 364, thence; N 66° 07' W 231.52' to iron pin 365, thence; S 62° 23' W 135.53' to iron pin 366, thence; N 51° 13' W 132.66' to iron pin 367, thence; S 81° 55' W 163.91' to iron pin 368, thence; S 71° 32' W 95.78' to iron pin 369, thence; S 03° 42' W 152.77' to iron pin 370, thence; S 04° 18' W 93.60' to iron pin 371, thence; S 63° 43' N 135.11' to iron pin 372, thence; N 71° 13' W 96.78' to iron pin 373, thence; N 13° 00' E 92.99' to iron pin 374, thence; N 26° 99' W 142.16' to iron pin 375, thence; N 23° 52' W 85.60' to iron pin 376, thence; S 87° 17' W 60.03' to iron pin 377, thence; S 58° 28' W 144.73' to iron pin 378, thence; S 77° 15' W 179.61' to iron pin 379, thence; N 43° 02' W 73.93' to iron pin 380, thence; N 64° 28' E 59.65' to iron pin 381, thence; N 42° 44' E 115.98' to iron pin 382, thence; N 17° 51' E 173.51' to iron pin 383, thence; N 21° 00' W 136.09' to the beginning containing 43.08 acres, more or less.

#### Tract 7B

BEGINNING at an iron pin in the division line fence of this tract and the lands of Coleman, said pin lying approximately 1850' East of Ky. Highway 8 and also being on the 860' USC & GS elevation survey line thence with the 860' elevation line, N 10° 06' W 92.57' to iron pin 340, thence; N 31° 17' E 78.28' to iron pin 341, thence; N 09° 49' W 113.96' to iron pin 342, thence; N 25° 34' W 144.78' to iron pin 343, thence; S 66° 48' E 117.04' to iron pin 344, thence; S 44° 55' E 273.35' to iron pin 345, thence; S 30° 47' E 181.75' to iron pin 346, thence; S 46° 08' E 199.40' to iron pin 347, thence; S 64° 59' E 10.42' to an iron pin in the division line fence of this tract and the lands of Coleman, thence with the fence of Coleman; N 73° 57' W 507.21' to the beginning; containing 2.32 acres, more or less.

Tract 7C

BEGINNING at an iron pin in the division line fence of this tract and the lands of Coleman, said pin lying approximately 600' East of Ky. Highway 8 and also being on the 860 USC & GS elevation survey line, thence; N 06° 50' W 78.76' to iron pin 322, thence; S 73° 19' E 103.19' to iron pin 323, thence; S 27° 14' E 96.08' to an iron pin in the fence thence with the fence; N 73° 24' W 100.05' to a fence post, thence; N 77° 39' W 38.42' to the beginning; containing 0.19 acres, more or less.

Combined 7A, 7B, and 7C, totaling 45.59 acres, more or less.

Being the same property conveyed from Calvert B. Poe, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated October 18, 1977, and recorded in Deed Book 202, Page 28, Mason County Clerk's Office.

Tract SP-24

Beginning at a fence post, the most North East corner of the tract, and being a common corner to the lands of George L. Bay and the lands of Pauline Taylor, thence with the property line fence of Pauline Taylor: S 06° 31' E 365.10' to a fence post, thence; S 00° 59' E 531.23' to a fence post, a common corner to the lands of Pauline Taylor and Lee Dillow, thence with the property line fence of Dillow; S 78° 48' W 69.88' to a fence post, thence; S 81° 15' W 88.07' to iron pin 712 in the fence, said iron pin being a point on the 860' USC & GS elevation survey line, thence with the 860' USC & GS elevation survey line; N 06° 50' E 130.48' to iron pin 147, thence; N 24° 07' W 153.67' to iron pin 148, thence; S 69° 05' W 196.82' to iron pin 149, thence; S 73° 14' W 157.45' to iron pin 150, thence; S 80° 53' W 232.78' to iron pin 151, thence; S 84° 22' W 185.08' to iron pin 152, thence; N 80° 24' W 232.30' to iron pin 153, thence; N 79° 25' W 198.42' to iron pin 154, thence; N 73° 33' W 97.92' to iron pin 155, thence; N 16° 45' E 123.98' to iron pin 158, thence; N 89° 07' E 292.49' to iron pin 159, thence; N 84° 03' E 173.83' to iron pin 160, thence; N 71° 39' E 308.89' to iron pin 161, thence; N 72° 35' E 193.48' to iron pin 162, thence; N 44° 25' E 194.36' to iron pin 163, thence; N 19° 46' E 142.96' to iron pin 164, thence; N 14° 45' W 156.21' to iron pin 165, thence; N 27° 46' W 91.01' to iron pin 607, in the property line fence between this tract and lands of George L. Bay, thence leaving the 860' USC & GS elevation survey line and with the fence; S 76° 16' E 347.57' to the beginning containing 12.59 acres, more or less.

Being the same property conveyed from Mary Bouldin Johnson, et vir, to East Kentucky Power Cooperative, Inc. by Deed dated October 18, 1977, and recorded in Deed Book 202, Page 19, Mason County Clerk's Office.

Tract SP-25

Tract 10A

BEGINNING at iron pin 563 in the division line fence between this tract and lands belonging to George L. Bay, said pin lying approximately 2800' North of centerline of said road and also being on the 860' USC & GS elevation survey line thence leaving the fence and continuing with the 860' elevation line; N 11° 23' W 25.20' to iron pin 202, thence; N 88° 43' W 127.23' to iron pin 203, thence; S 63° 57' W 150.66' to iron pin 204, thence; S 68° 41' W 113.50' to iron pin 205, thence; S 71° 51' W 149.71' to iron pin 206, thence; S 80° 09' W 79.61' to iron pin 207, thence; N 50° 34' W 114.57' to iron pin 208, thence; N 42° 36' E 232.46' to iron pin 209, thence; N 04° 01' E 133.42' to iron pin 210, thence; N 31° 23' W 147.02' to iron pin 211, thence; N 55° 17' E 135.16' to iron pin 212, thence; S 78° 15' E 139.38' to iron pin 213, thence; N 74° 32' E 278.76' to iron pin 214, thence; N 54° 06' E 149.36' to iron pin 215, thence; N 41° 26' W 234.64' to iron pin 216, thence; N 36° 29' W 160.38' to iron pin 217, thence; N 07° 18' W 208.48' to iron pin 218, thence; S 85° 20' W 92.97' to iron pin 219, thence; S 71° 27' W 135.46' to iron pin 220, thence; S 62° 29' W 108.87' to iron pin 221, thence; S 60° 28' W 179.22' to iron pin 222, thence; S 67° 03' W 59.36' to iron pin 223, thence; S 59° 27' W 183.17' to iron pin 224, thence; S 58° 53' W 165.48' to iron pin 225, thence; S 25° 32' W 119.81' to iron pin 226, thence; S 02° 07' E 255.03' to iron pin 227, thence; S 37° 19' W 155.90' to iron pin 228, thence; N 39° 58' W 328.87' to iron pin 229, thence; S 28° 01' W 265.81' to iron pin 230, thence; N 41° 57' W 142.38' to iron pin 231, thence; N 63° 24' W 73.28' to iron pin 232, thence; S 69° 22' W 246.49' to iron pin 233, thence; S 54° 52' W 106.63' to iron pin 234, thence; S 20° 45' W 80.59' to iron pin 235, thence; S 04° 46' E 158.88' to iron pin 236, thence; N 42° 13' W 122.70' to iron pin 237, thence; N 48° 13' W 137.58' to iron pin 238, thence; S 53° 02' W 364.68' to iron pin 239, thence; S 53° 37' W 298.31' to iron pin 240, thence; S 28° 56' W 329.83' to iron pin 241, thence; N 00° 35' E 258.26' to iron pin 242, thence; N 60° 40' W 163.48' to iron pin 243, thence; N 72° 18' E 171.84' to iron pin 244, thence; N 40° 13' E 114.43' to iron pin 245, thence; N 31° 00' W 108.33' to iron pin 246, thence; S 82° 16' E 139.99' to iron pin 247, thence; N 49° 12' E 204.90' to iron pin 248, on the 860' elevation line and in the division line fence between this tract and the lands of Thomas McDonald, thence leaving the 860' elevation line and with the fence; S 74° 24' E 91.27' to a corner fence post, thence; N 51° 03' E 243.48' to a fence post, thence; S 39° 32' E 19.08' to a fence post, thence; N 62° 01' E 160.18' to a fence post, thence; N 64° 24' E 455.29' to a

fence post, thence; N 60° 15' E 288.10' to a fence post, thence; N 64° 39' E 150.89' to a fence post, thence; N 48° 08' E 368.19' to a fence post, thence; N 18° 46' W 21.37' to a fence post, thence; N 44° 59' E 150.44' to a fence post, thence; N 64° 48' E 321.48' to a fence post, thence; N 49° 33' E 238.70' to a fence post, thence; N 69° 11' E 413.60' to a fence post, thence; N 54° 40' E 345.81' to a fence post, thence; S 85° 44' E 181.67' to a fence post, a common corner to this tract and the land of Mary Ann Denham, et al, and the lands of Tom Coleman, thence with the fence of Denham; S 10° 27' E 242.89' to a fence post, thence; S 11° 54' W 105.45' to a fence post, thence; S 15.57' W 162.70' to a fence post, thence; S 13° 41' W 114.91' to a corner fence post, a common corner to this tract and the lands of Denham and the lands of George L. Bay, thence with the fence of George L. Bay; S 14° 33' W 234.61' to a fence post, thence; S 14° 38' W 525.71' to a fence post, thence; S 15° 53' W 422.50' to the beginning; containing 39.64 acres, more or less.

#### Tract 10B

BEGINNING at iron pin 575 in the division line fence between this tract and the lands of George L. Bay, said pin being approximately 1500' North of Kentucky Highway 8 and also being on the 860' USC & GS survey line, thence with the 860' USC & GS survey line; S 48° 12' W 363.41' to iron pin 176, thence; N 04° 36' W 214.13' to iron pin 177, thence; N 09° 59' W 127.96' to iron pin 178, thence; N 71° 32' W 207.86' to iron pin 179, thence; S 66° 22' W 124.58' to iron pin 180, thence; S 51° 00' W 192.89' to iron pin 181, thence; N 00° 40' E 260.42' to iron pin 182, thence; N 71° 19' W 211.69' to iron pin 183, thence; S 64° 34' W 184.74' to iron pin 184, thence; N 18° 43' W 133.80' to iron pin 185, thence; N 54° 24' W 209.78' to iron pin 186, thence; N 77° 39' E 257.73' to iron pin 187, thence; N 30° 43' E 107.10' to iron pin 188, thence; S 26° 01' E 96.17' to iron pin 189, thence; S 72° 16' E 215.46' to iron pin 190, thence; N 45° 57' E 118.69' to iron pin 191, thence; S 50° 00' E 163.27' to iron pin 192, thence; S 87° 13' E 222.83' to iron pin 193, thence; S 80° 21' E 150.68' to iron pin 194, thence; N 76° 18' E 152.22' to iron pin 195, thence; N 57° 47' E 190.52' to iron pin 196, thence; N 63° 07' E 74.95' to iron pin 569 on the 860' elevation line and being in the division line fence of this tract and the lands of George L. Bay, thence leaving the 860' elevation line and with the fence; S 15° 10' W 619.66' to the beginning; containing 11.57 acres, more or less.

Combined Tract IOA and IOB total 51.21 acres, more or less.

Being the same property conveyed from Rebecca Cartmell, et al to East Kentucky Power Cooperative, Inc. by Deed dated October 18, 1977, and recorded in Deed Book 202, Page 1, Mason County Clerk's Office.

Tract SP-26

BEGINNING at an iron pin in the division line fence of this tract and the lands of Calvert Poe, said pin lying approximately 160' East of the centerline of Kentucky Highway 8, thence leaving the fence; N 27° 18' E 87.40' to iron pin 387, on the 860' USC & GS elevation survey line, thence with the 860' elevation line; N 37° 44' E 276.16' to iron pin 388, thence; N 20° 10' E 102.64' to iron pin 389, thence; S 62° 01' E 234.24' to iron pin 390, thence; S 49° 49' E 457.76' to iron pin 391, thence; S 27° 27' E 72.45' to iron pin 392, thence; N 35° 54' W 271.21' to iron pin 393, thence; N 26° 07' W 336.83' to iron pin 394, thence; N 27° 55' W 330.47' to iron pin 395, thence; S 76° 10' E 200.41' to iron pin 396, thence; S 57° 57' E 192.83' to iron pin 397, S 66° 02' E 101.44' to iron pin 398, thence; S 37° 22' E 225.40' to iron pin 399, thence; S 13° 10' E 167.42' to iron pin 400, thence; N 33° 41' E 183.14' to iron pin 401, thence; N 51° 43' E 73.94' to iron pin 402, thence; S 37° 12' E 112.36' to iron pin 403, thence; S 23° 36' E 114.07' to iron pin 404, thence; S 24° 35' E 204.65' to iron pin 405, thence; S 76° 14' E 103.46' to iron pin 406, thence; N 85° 57' E 220.41' to iron pin 407, thence; N 08° 35' E 184.58' to iron pin 408, thence; N 20° 54' W 183.24' to iron pin 409, thence; N 47° 41' E 72.76' to iron pin 410, thence; N 54° 01' E 165.72' to iron pin 411, thence; S 29° 35' E 151.14' to iron pin 412, thence; S 60° 27' E 109.41' to iron pin 413, thence; S 30° 01' E 181.07' to iron pin 414, thence; S 44° 27' E 141.98' to iron pin 415, thence; S 05° 34' E 87.11' to iron pin 416, thence; S 28° 54' E 69.20' to iron pin 417, thence; S 82° 54' E 139.11' to iron pin 418, thence; S 81° 23' E 92.00' to iron pin 419, thence; S 67° 37' E 115.34' to iron pin 420, thence; N 50° 12' E 162.95' to iron pin 421 on the USC & GS elevation survey line and in the division line of this tract and the lands of Harry Miller, thence with the fence; S 15° 45' W 231.92' to a fence post, thence; S 18° 32' W 445.51' to a fence post, thence; S 17° 55' W 203.20' to a fence post, thence; S 54° 07' W 20.22' to a corner fence post, a common corner to this tract and the lands of Miller and the lands of Calvert Poe, thence with the fence of Poe; N 64° 00' W 258.61' to a fence post, thence; N 73° 46' W 238.05' to a fence post, thence; N 79° 43' W 170.67' to a fence post, thence; N 79° 31' W 239.12' to a fence post, thence; N 73° 13' W 115.31' to a fence post, thence; N 78° 08' W 132.89' to a fence post, thence; N 71° 10' W 79.07' to a fence post, thence; N 72° 57' W 92.72' to a fence post, thence; N 77° 00' W 310.07' to a fence post, thence; N 73° 11' W 61.45' to a fence post, thence; N 72° 03' W 197.24' to a fence post, thence; N 74° 11' W 217.10' to iron pin 383A in the fence and on the 860' USC & GS elevation line, thence continuing with the fence, N 74° 24' W 316.67' to a fence post, thence; N 73° 34' W 176.44' to the beginning; containing 44.59 acres, more or less.

Being the same property conveyed from Phillip Schweickart, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated October 24, 1977, and recorded in Deed Book 202, Page 32, Mason County Clerk's Office.

Tract SP-27

BEGINNING at a fence post, the most northerly corner of the tract and also a common corner to the lands of Pauline Taylor and the lands of Mary Johnson, thence with the property line of Pauline Taylor, S 81° 17' E 89.56' to a fence post, thence; S 66° 01' E 203.12' to a fence post, thence; S 03° 02' E 88.86' to an iron pin in the fence and being on the 860' USC & GS elevation survey line, thence with the 860' elevation survey line, N 81° 02' W 108.04' to iron pin 138, thence; S 26° 19' W 91.95' to iron pin 139, thence; S 13° 41' W 241.26' to iron pin 140, thence; S 25° 39' E 166.71' to iron pin 141, thence; S 49° 43' W 203.81' to iron pin 142, thence; N 62° 51' W 347.29' to iron pin 143, thence; N 33° 50' E 159.38' to iron pin 144, thence; N 06° 23' E 248.72' to iron pin 145, thence; N 12° 55' E 202.76' to iron pin 146, thence; N 06° 51' E 4.22' to iron pin 712 in the property line fence between this tract and the lands of Mary Johnson, thence leaving the 860' USC & GS elevation survey line, and with the fence N 81° 15' E 88.07' to a fence post, thence; N 78° 48' E 69.89' to the beginning; containing 5.78 acres, more or less

Being the same property conveyed from Lee Dillow, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated October 24, 1977, and recorded in Deed Book 202, Page 22, Mason County Clerk's Office.

Tract SP-28

BEGINNING at an iron pin in the division line fence between this tract and the lands of Calvert Poe, said pin lying approximately 600' East of the centerline of Ky. Highway 8 and also being an iron pin corner on the 860' USC & GS survey line, thence with the fence; S 77° 39' E 38.42' to a fence post, thence; S 73° 24' E 100.05' to an iron pin in the fence and on the 860' elevation line, thence crossing the 860' elevation line and continuing with the fence; S 74° 14' E 113.59' to an iron pin in the fence and on the 860' elevation line, thence crossing the 860' elevation line and continuing with the fence; S 73° 57' E 507.21' to an iron pin in the fence and on the 860' elevation line, thence crossing the 860' elevation line and continuing with the fence; S 75° 34' E 112.23' to a 30" maple tree in the fence and on the 860' elevation line, thence crossing the 860' elevation line and continuing with the fence; S 77° 10' E 123.43' to a fence post, thence; S 10° 27' W 203.20' to a fence post, thence; S 11° 56' W 312.40' to a fence post, thence; S 72° 37' E 95.90' to a 10" maple tree in the fence, thence; S 75° 39' E

376.24' to a fence post, thence; S 20° 51' E 46.36' to a 30" dead maple tree in the fence, thence; S 88° 38' E 137.69' to a fence post, thence; S 24° 20' E 286.08' to a fence post, thence; N 36° 01' E 93.17' to a fence post, thence; S 52° 28' E 257.21' to a fence post, thence; S 86° 29' E 151.39' to a fence post, thence; S 41° 04' E 246.80' to a fence post, a common corner to this tract and the lands of Harry Miller and the lands of Mary Ann Denham, thence with the fence of Denham; S 31° 18' E 116.62' to a fence post, thence; S 24° 29' E 112.61' to a fence post, thence; S 16° 23' E 174.90' to a 20" cherry stump in the fence, thence; S 27° 08' E 299.62' to a 10" elm tree in the fence, thence; S 14° 00' E 114.62' to a fence post, thence; S 18° 20' W 35.23' to a corner fence post, a common corner to this tract and the lands of Mary Ann Denham and the lands of Rebecca Cartmell, et al, thence with the fence of Cartmell; N 85° 44' W 181.67' to a fence post, thence; S 54° 40' W 345.81' to a fence post, thence; S 69° 11' W 413.60' to a fence post, thence; S 49° 33' W 238.70' to a fence post, thence; S 64° W 321.48' to a fence post, thence; S 50° 24' W 53.95' to a fence post, thence; N 63° 43' W 153.12' to a fence post, thence; N 61° 55' W 311.36' to a fence post, thence; N 68° 08' W 229.26' to a fence post, thence; N 64° 08' W 300.25' to a fence post, thence; N 63° 46' W 197.85' to a fence post, thence; N 63° 34' W 235.90' to a fence post, thence; N 64° 22' W 246.04' to iron pin 268B in the fence and on the 860' elevation line thence leaving the fence and with the 860' elevation line; S 80° 30' E 89.59' to iron pin 269, thence; S 66° 54' E 196.91' to iron pin 270, thence; S 69° 03' E 286.85' to iron pin 271, thence; S 78° 10' E 258.31' to iron pin 272, thence; S 75° 40' E 162.66' to iron pin 273, thence; N 51° 59' E 218.40' to iron pin 274, S 35° 29' E 236.97' to iron pin 275, thence; S 80° 08' E 162.00' to iron pin 276, thence; N 76° 41' E 146.53' to iron pin 277, thence; N 32° 39' E 133.69' to iron pin 278, thence; N 00° 08' E 251.89' to iron pin 279, thence; S 83° 22' E 253.71' to iron pin 280, thence; N 86° 16' E 179.15' to iron pin 281, thence; N 36° 03' E 264.19' to iron pin 282, thence; N 67° 01' W 310.08' to iron pin 283, thence; N 72° 20' W 174.50' to iron pin 284, thence; N 34° 47' W 370.31' to iron pin 285, thence; S 51° 01' W 413.81' to iron pin 286, N 46° 31' W 236.87' to iron pin 287, thence; S 34° 58' W 170.20' to iron pin 288, thence; S 60° 19' W 128.66' to iron pin 289, thence; N 60° 41' W 101.26' to iron pin 290, thence; N 13° 43' W 261.25' to iron pin 291, thence; N 86° 26' W 80.45' to iron pin 292, thence; S 58° 03' W 246.85' to iron pin 293, thence; N 15° 41' W 203.23' to iron pin 294, thence; S 63° 03' W 186.08' to iron pin 295, thence; N 14° 55' W 275.96' to iron pin 296, thence; N 59° 35' W 92.53' to iron pin 297, thence; S 61° 35' W 120.36' to iron pin 298, thence; S 37° 55' W 166.17' to iron pin 299, thence; N 26° 50' W 169.51' to iron pin 300, thence; N 11° 38' W 150.75' to iron pin 301, thence; N 85° 06' W 217.48' to iron pin 302, thence; S 66° 53' W 143.40' to iron pin 303, thence; S 45° 48' W 155.47' to iron pin 304, thence; S 26° 48' W 257.99' to iron pin 305, thence; N 11° 00' W 208.84' to iron pin 306,



thence; N 06° 18' E 211.86' to iron pin 307, thence; N 39° 43' W 91.80' to iron pin 308, thence; N 70° 11' W 177.42' to iron pin 309, thence; N 20° 40' W 178.14' to iron pin 310, thence; S 85° 07' E 387.62' to iron pin 311, thence; N 63° 14' E 230.13' to iron pin 312, thence; N 32° 26' W 364.18' to iron pin 313, thence; N 55° 25' W 283.99' to iron pin 314, thence; N 84° 51' W 89.14' to iron pin 315, thence; N 20° 43' E 156.08' to iron pin 316, thence; N 00° 27' W 221.95' to iron pin 317, thence; S 38° 44' E 249.16' to iron pin 318, thence; S 75° 58' E 145.65' to iron pin 319, thence; N 42° 16' E 100.46' to iron pin 320, thence; N 22° 57' E 267.71' to iron pin 321, thence; N 06° 50' W 4.18' to the beginning; containing 113.03 acres, more or less

Being the same property conveyed from John J. Coleman, et al, to East Kentucky Power Cooperative, Inc. by Deed dated October 24, 1977, and recorded in Deed Book 202, Page 9, Mason County Clerk's Office.

Tract SP-29

BEGINNING at an iron pin in the division line fence of this tract and the lands of Rebecca Cartmell et al. Said pin being approximately 800' East of Kentucky Highway 8, and being iron pin #248 on the 860' USC & GS elevation survey line, thence leaving the fence and running with the 860' elevation line; N 44° 48' E 98.56' to iron pin 249, thence; N 34° 21' E 122.43' to iron pin 250, thence; N 22° 44' W 97.97' to iron pin 251, thence; N 37° 56' W 315.94' to iron pin 252, thence; N 25° 26' W 85.42' to iron pin 253, thence; S 65° 25' E 336.84' to iron pin 254, thence; S 68° 11' E 192.44' to iron pin 255, thence; N 58° 29' E 176.44' to iron pin 256, thence; N 12° 51' W 224.60' to iron pin 257, thence; N 55° 27' E 66.59' to iron pin 258, thence; S 71° 17' E 299.79' to iron pin 259, thence; N 51° 42' E 336.01' to iron pin 260, thence; N 08° 25' W 107.67' to iron pin 261, thence; N 67° 42' W 122.16' to iron pin 262, thence; N 64° 08' W 175.08' to iron pin 263, thence; N 58 27' W 242.45' to iron pin 264, thence; N 51° 13' W 204.93' to iron pin 265, thence; N 51° 45' W 207.70' to iron pin 266, thence; N 62° 36' W 87.36' to iron pin 267, thence; N 34° 56' W 210.20' to iron pin 268, thence; S80° 30' E 10.78' to iron pin 269A on the 860' elevation line and in the division line fence between this tract and the lands of Tom Coleman, thence leaving the 860' elevation line and running with the fence; S 64° 22' E 246.04' to a 10" locust tree in the fence, thence; S 63° 34' E 235.90' to a 30" locust tree in the fence, thence; S 63° 46' E 197.85' to a fence post, thence; S 64° 08' E 300.25' to a fence post, thence; S 68° 08' E 229.26' to a fence post, thence; S 61° 55' E 311.36' to a fence post, thence; S 63° 43' E 153.12' to a corner fence post, a common corner to this tract and the lands of Tom Coleman and the lands of Rebecca Cartmell, et al, thence with the fence of Cartmell; S 41° 58' W 96.86' to a fence post, thence; S 18° 46' E

21.37' to a fence post, thence; S 48° 08' W 368.19' to a fence post, thence; 64° 39' W 150.89' to a fence post, thence; S 60° 15' W 288.10' to a fence post, thence; S 60° 24' W 455.29' to a fence post, thence; S 62° 01' W 160.18' to a fence post, thence ; N 39° 32' W 19.08' to a fence post, thence; S 51° 03' W 243.48' to a fence post, thence N 74° 24' W 91.27' to the beginning; containing 16.79 acres, more or less.

Being the same property conveyed from Thomas T. McDonald, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated October 26, 1977, and recorded in Deed Book 202, Page 25, Mason County Clerk's Office.

#### Tract SP-30

BEGINNING at an iron pin in the division line fence of this tract and the lands of Amiel Vernon Huber, said pin lying approximately 450' Southwest of South Ripley Road and being iron pin on #63 on the 860' USC & GS elevation survey line thence with the fence; S 79° 42' W 156.61' to a 28" Ash tree in the fence, thence; S 63° 33' W 49.07' to a 36" Elm tree in the fence, thence; N 72° 49' W 210.62' to a 14" Elm tree in the fence, thence; S 88° 37' W 176.08' to a fence post, thence; N 84° 52' W 111.47' to a 12" Walnut tree in the fence, thence; S 52° 43' W 127.93' to a 20" Buckeye tree in the fence; thence, S 37° 03' W 25.72' to a Twin Elm, thence; S 07° 50' W 136.02' to a fence post, thence; S 03° 47' W 232.40' crossing the 860' elevation line to a fence post, thence; S 05° 13' W 263.97' to a corner fence post, a common corner to this tract and the lands of Huber and the lands of George L. Bay, thence with the fence of Bay; N 78° 21' W 725.64' to a fence post, thence; N 78° 24' W 111.66' to iron pin 79A on the 860' elevation line and being a common corner to this tract and the lands of Bay, thence with the fence of Bay; N 78° 24' W 433.49' to a fence post, thence; N 76° 28' W 107.07' to a fence post, thence; N 79° 07' W 165.39' to a corner fence post, a common corner to this tract and the lands of Bay and the lands of Rebecca Cartmell, et al, thence with the fence of Cartmell; N 13° 41' E 114.91' to a fence post, thence; N 15° 57' E 162.70' to a fence post, thence; N 11° 45' E 105.45' to a fence post near a rock wall, thence; N 10° 27' W 242.89' to a corner fence post, a common corner to this tract and the lands of Cartmell and the lands of Tom Coleman, thence with the fence of Coleman; N 18° 20' E 35.23' to a fence post, thence; N 14° 00' W 114.62' to a 10" Elm tree in the fence, thence; N 27° 08' W 299.62' to a 20" Cherry stump, thence; N 16° 23' W 174.90' to a fence post, thence; N 24° 29' W 112.61' to a fence post, thence; N 31° 18' W 116.62' to a corner fence post, a common corner to this tract and the lands of Coleman and the lands of Harry Miller, thence with the fence of Miller; N 60° 35' E 327.25' to a fence post, thence; N 60° 19' E 375.82' to a fence post, thence; N 62° 18' E 245.55' to a fence

post, thence; N 61° 57' E 137.44' to a fence post, thence; N 14° 50' E 252.33' to an iron pin in the fence and being iron pin 20A on the 860' USC& GS elevation, thence leaving the fence and with the 860' elevation line; N 48° 09' E 105.37' to iron pin 21, thence; S 84° 36' E 115.21' to iron pin 22, thence; N 82° 31' E 197.15' to iron pin 23, thence; S 74° 07' E 167.63' to iron pin 24, thence; S 67° 04' W 96.23' to iron pin 25, thence; S 39° 03' W 155.06' to iron pin 26, thence; S 50° 03' W 121.77' to iron pin 27, thence; S 38° 35' W 166.71' to iron pin 28, thence; S 55° 52' W 129.38' to iron pin 29, thence; S 41° 52' W 184.39' to iron pin 30, thence; S 56° 41' W 196.11' to iron pin 31, thence; S 57° 45' W 126.72' to iron pin 32, thence; S 48° 37' W 151.01' to iron pin 33, thence; S 11° 36' E 106.17' to iron pin 34, thence; S 26° 18' E 298.50' to iron pin 35, thence; N 51° 04' E 277.80' to iron pin 36, thence; N 50° 13' E 232.41' to iron pin 37, thence; N 71° 34' E 106.79' to iron pin 38, thence; S 22° 20' W 196.65' to iron pin 39, thence; S 19° 11' E 107.15' to iron pin 40, thence; S 35° 12' W 130.51' to iron pin 41, thence; S 10° 57' W 207.76' to iron pin 42, thence; S 21° 28' W 165.62' to iron pin 43, thence; S 62° 24' E 142.78' to iron pin 44, thence; N 84.45' E 159.37' to iron pin 45, thence; N 83° 33' E 97.88' to iron pin 46, thence; N 40° 02' E 122.94' to iron pin 47, thence; S 58° 58' E 155.00' to iron pin 48, thence; N 39° 15' E 108.19' to iron pin 49, thence; N 83° 13' E 125.63' to iron pin 50, thence; N 51° 16' E 153.60' to iron pin 51, thence; N 51° 03' E 115.36' to iron pin 52, thence; N 40° 17' E 169.31' to iron pin 53, thence; N 35° 53' E 130.01' to iron pin 54, thence; N 18° 33' E 196.80' to iron pin 55, thence; N 43° 43' E 198.02' to iron pin 56, thence; S04° 55' W 145.97' to iron pin 57, thence; S 01° 01' W 196.21' to iron pin 58, thence; S 19° 21' W 310.88' to iron pin 59, thence; S 28° 05' W 170.42' to iron pin 60, thence; S 33° 38' E 76.83' to iron pin 61, thence; S 70° 03' E 292.63' to iron pin 62, thence; S 78° 10' E 130.66' to the beginning; containing 54.77 acres, more or less.

Being the same property conveyed from Mary Ann Denham, et al, to East Kentucky Power Cooperative, Inc. by Deed dated December 6, 1977, and recorded in Deed Book 202, Page 14, Mason County Clerk's Office.

Tract SP-31

BEGINNING at an iron pin in the division line between this tract and lands of Mary Ann Denham, said pin being approximately 2070' North West of the centerline of South Ripley Road. Said pin also being pin 79A on the 860' USC & GS elevation contour line, thence with the 860' elevation contour line; S81°45'W114.89' to iron pin 80, thence; S55°36'E247.88' to iron pin 81, thence; S59°24'E273.15' to iron pin 82, thence; S74°22' E133.46' to iron pin 83, thence; S11°34'E68.16' to iron pin 84, thence; S48°06'E263.34' to iron pin 85, thence; S60°00'E159.89' to iron pin 86,

thence; S63°47'E73.35' to iron pin 87, thence; S83°10'E77.12' to iron pin 88, thence; N88°05'E77.71' to iron pin 89, thence; N69°58'E68.50' to iron pin 90, thence; N81°46'E197.70' to iron pin 91, thence; S20°03' W134.06' to iron pin 92, thence; S12°13'E112.88' to iron pin 93, thence; N83°13'W113.61' to iron pin 94, thence; S30°49'W115.58' to iron pin 95, thence; S03°30' E92.66' to iron pin 96, thence; N52°04'W198.48' to iron pin 97, thence; S86°26'W136.75' to iron pin 98, thence; N71°04'W162.35' to iron pin 99, thence; N72°45'W217.53' to iron pin 100, thence; N67°10'W135.31' to iron pin 101, thence; N65°07'W309.96' to iron pin 102, thence; N83°55'W167.13' to iron pin 103, thence; S 16°26'E103.28' to iron pin 104, thence; S55°04'W156.11' to iron pin 105, thence; S55°38'W107.80' to iron pin 106, thence; S01°01'W109.78' to iron pin 107, thence; S08°16'E151.06' to iron pin 108, thence; S16°05'E69.76' to iron pin 109, thence; S05°46'E196.49' to iron pin 110, thence; S17°48'E116.35' to iron pin 111, thence; S16°45'W132.31' to iron pin 112, thence; S19°18' E194.15' to iron pin 113, thence; S32°01'E95.35' to iron pin 114, thence; N86°41'E111.71' to iron pin 115, thence; N74°37'E269.69' to iron pin 116, thence; N32°07'E71.60' to iron pin 117, thence; S52°04'E104.97' to iron pin 118, thence; S01°26'E177.11' to iron pin 119, thence; S57°46'W210.39' to iron pin 120, thence; S57°03'W377.14' to iron pin 121, thence; S34°48'E176.76' to iron pin 122, thence; S75°02'E157.95' to iron pin 123, thence; S29°52'W194.79' to iron pin 124, thence; S53°47'E185.30' to iron pin 125, thence; S41°41'W54.85' to iron pin 616, being on the 860' elevation contour line and in the division line fence between this tract and lands of Pauline Taylor, thence leaving the 860' elevation contour line and running with the fence; N76°01'W109.96' to a fence post, thence; N78°08'W226.94' to a corner fence post, being the common corner of this tract and lands of Pauline Taylor and lands of Mary Johnson, thence with the fence of Johnson and crossing Beasley Creek; N76°16'W347.57' to iron pin 607 in the fence and also on the 860' elevation contour line, thence continuing with the fence; N78°03'W882.74' to a corner fence post, being a common corner to this tract and the lands of Mary Johnson and the lands of Rebecca Cartmell, et al, thence with the fence of Cartmell; N15°36'E246.32' to iron pin 575 in the fence and on the 860' elevation contour line, thence crossing the 860' elevation contour line and continuing with the fence; N15°10'E619.66' to iron pin 569 in the fence and on the 860' elevation contour line, thence crossing the 860' elevation contour line and continuing with the fence; N15°35'E674.15' to iron pin 563 in the fence and on the 860' elevation contour line, thence continuing with the fence; N15°53'E422.50' to a fence post, thence; N14°38'E525.71' to a fence post, thence; N14°33'E234.61' to a corner fence post, a common corner to this tract and the lands of Mary Ann Denham, et al and the lands of Cartmell, thence with the line of Denham; S79°07'E165.39' to a fence post, thence; S76°28'E107.07' to a fence post,

thence; S78°24'E433.49' to the beginning; containing 72.65 acres, more or less.

Being the same property conveyed from George L. Bay, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated January 6, 1978, and recorded in Deed Book 202, Page 5, Mason County Clerk's Office.

Tract SP-32

BEGINNING at an iron pin in the division line between this tract and the lands of Lee Dillow, said pin being approximately 830', more or less, North of the centerline of Kentucky 8 and being iron pin #807 on the 860' USC & GS elevation contour line, thence with the fence of Dillow: N03°02'W88.86' to a fence post, thence; N66°01'W203.12' to a fence post, thence; N81°17'W89.56' to a corner fence post, a common corner to this tract and the lands of Dillow and the lands of Mary Johnson, thence with the fence of Johnson; N00°59'W531.23' to a fence post, thence; N06°31'W365.10' to a corner fence post, a common corner to this tract and the lands of Mary Johnson and the lands of George L. Bay, et ux, thence with the fence of Bay; S78°08'E226.94' to a fence post, thence; S76°01'E109.96' to an iron pin #616 in the fence and being on the 860' elevation contour line, thence leaving the fence and running with the 860' elevation contour line; S41°41'W103.86' to iron pin 126, thence; S32°51'E100.68' to iron pin 127, thence; S52°47'E357.96' to iron pin 128, thence; S22°34'W54.14' to iron pin 129, thence; N89°54'W298.04' to iron pin 130, thence; S04°52'W134.10' to iron pin 131, thence; S18°03'E189.85' to iron pin 132, thence; S61°47'E270.57' to iron pin 133, thence; S53°01'E274.92' to iron pin 134, thence; S20°38'E124.03' to iron pin 135, thence; N65°59'W98.98' to iron pin 136, thence; N69°47'W208.15' to iron pin 137, thence; N81°03'W217.28' to the beginning; containing 8.43 acres, more or less.

Being the same property conveyed from Pauline Taylor, et vir, to East Kentucky Power Cooperative, Inc. by Deed dated May 11, 1978, and recorded in Deed Book 202, Page 601, Mason County Clerk's Office.

Tract SP-33

Beginning at the south terminus of a line of partition established this day, February 23, 1951; thence with the line of partition North 0-1/2 East 248 feet; thence North 89-1/2 West 16 feet; thence North 2 East 164 feet; thence North 3 East 374 feet; thence North 7 West 111 feet; thence North 7-1/2 East 200 feet; thence North 53 East 141 feet; thence North 35 east 146 feet; thence South 55 East 29 feet; thence North 31-1/2 East 378 feet; thence

North 70 West 65 feet; thence North 30 West 173 feet; thence North 72 West 434 feet to the north terminus of the line of partition and a point corner to Zweigart; thence with the line and fence of Zweigart North 15 East 2086 feet; thence South 67-1/4 East 2145 feet; thence South 15 west 3133 feet; thence South 60 West 1089 feet; thence North 47-3/4 West 865 feet; thence South 78 West 170 feet to the point of BEGINNING and containing 176.73 Acres.

There is excepted from the above-described tract a road R/W containing .06 acre conveyed from Mary Poe Miller and John C. Miller to Mason County, Kentucky by Deed dated May 20, 1970 and recorded in Deed Book 182, Page 524 in the Mason County Court Clerk's office.

Being the same property conveyed from Mary Poe Miller, et vir, to East Kentucky Power Cooperative, Inc. by Deed dated May 9, 1977, and recorded in Deed Book 200, Page 379, Mason County Clerk's Office.

#### Tract SP-34

PARCEL 4A: Beginning at an iron pin in the North right of way of Kentucky 8, said point being N437792.186, E 2119774.828 KY State Plane Coordinate System (North Zone), said point also a common corner to Lot 3, thence with the line of Lot 3, North 34° 07' East 310.76 feet to an iron pin in the right-of-way of Spur Track, thence South 01° 55' East 132.04 feet to a point in right of way Spur Track; thence South 05° 57' West 100.00 feet to a point in right-of-way Spur Track; thence South 13° 58' West 143.36 feet to a point in right-of-way Spur Track, point also in right-of-way of Kentucky 8; thence with the right-of-way of Kentucky 8 North 49° 45' West 42.47 feet to an iron pin in right-of-way of Kentucky 8; thence North 49° 45' West 132.82 feet to the beginning, containing 0.72 acres, more or less.

PARCEL 4C: Beginning at a point in Lawrence Creek, said point being a common corner to Lot 4 and Lot 5 of Green Valley Subdivision, the plat of which is recorded in Plat Book 1, page 96, Mason County Clerk's Office; thence with the line of Lot 4 and Lot 5 South 40° 16' West 273.00 feet to a point common to the division line of said Lot No. 4 and Lot No. 5; thence with the line of East Kentucky Power Cooperative, Inc. (Deed Book 208, page 414) North 05° 57' East 260.93 feet to a point in Lawrence Creek; thence North 85° 29' East 114.14 feet to a point in Lawrence Creek; thence south 30° 39' East 70 feet to the point of beginning and containing 0.54 acres, more or less.

Being the same property conveyed from James R. Hayden, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated June 10, 2000, and recorded in Deed Book 285, Page 433, Mason County Clerk's Office.

Tract SP-35

PARCEL A-1

A certain parcel of land located in Mason County, Kentucky, situated near KY 8 approximately 3.5 miles northwest of Maysville, and being more particularly described as follows:

Commencing at a point in the existing right of way of KY 8, as Baseline "A" Station 4+83.60, thence along Baseline "A",

North 12°46'40" East 576.70 feet to Baseline "A" Station 10+60.30, thence,

North 34°48'40" West 2163.73 feet to Baseline "A" Station 32+24.03, thence leaving Baseline "A", through property of Charleston Bottoms Rural Electric Power Cooperative Corporation,

South 55°11'20" West 621.33 feet to an Iron Pin and Cap 224.03 feet left of Baseline "B" Station 13+78.67, at the Point of Beginning, corner to Charleston Bottoms Rural Electric Power Cooperative Corporation, thence with Charleston Bottoms Rural Electric Power Cooperative Corporation,

South 55°11'20" West 179.09 feet to an Iron Pin and Cap, 224.03 feet left of Baseline "B" Station 11+99.58, thence,

North 34°48'40" West 750.07 feet to an Iron Pin and Cap, 800.42 feet left of Baseline "A" Station 39+74.10, thence,

North 55°11'20" East 179.09 feet to an Iron Pin and Cap, 621.33 feet left of Baseline "A" Station 39+74.10, thence,

South 34°48'40" East 750.07 feet to the Point of Beginning, containing 3.084 Acres.

PARCEL B-1

A certain parcel of land located in Mason County, Kentucky, situated near KY 8 approximately 3.5 miles northwest of Maysville, and being more particularly described as follows:

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A",

North 12°46'40 East 576.70 feet to Baseline "A" Station 10+60.30, thence

North 34°48'40" West 1269.70 feet to Baseline "A" Station 23+30, thence leaving Baseline "A", through property of Charleston Bottoms Rural Electric Power Cooperative Corporation,

South 55°11'20" West 824.00 feet to an Iron Pin and Cap 824.00 feet left of Baseline "A" Station 23+30, at the Point of Beginning, corner to Charleston Bottoms Rural Electric Power Cooperative Corporation,

South 55°11'20" West 250.00 feet to an Iron Pin and Cap, 1074.00 feet left of Baseline "A" Station 23+30, thence,

North 34°48'40" West 592.00 feet to an Iron Pin and Cap, 78.00 feet right of Baseline "B" Station 9+26, thence,

North 55°11'20" East 250.00 feet to an Iron Pin and Cap, 78.00 feet right of Baseline "B" Station 11+76, thence,

South 34°48'40" East 592.00 feet to the Point of Beginning, containing 3.398 Acres.

#### PARCEL C-1

A certain parcel of land located in Mason County, Kentucky, situated near KY 8 approximately 3.5 miles northwest of Maysville, and being more particularly described as follows:

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A",

North 12°46'40 East 576.70 feet to Baseline "A" Station 10+60.30, thence

North 34°48'40" West 1685.45 feet to Baseline "A" Station 27+45.75, thence leaving Baseline "A", through property of Charleston Bottoms Rural Electric Power Cooperative Corporation,

North 55°11'20" East 394.17 feet to the Point of Beginning, thence through Charleston Bottoms Rural Electric Power Cooperative Corporation,



North 34°48'40" West 68.00 feet to an Iron Pin and Cap, 186.25 feet right of Baseline "B" Station 23+94.17, thence,

North 55°11'20" East 483.83 feet to an Iron Pin and Cap, 186.25 feet right of Baseline "B" Station 28+78, thence,

South 34°48'40" East 68.00 feet to an Iron Pin and Cap, 254.25 feet right of Baseline "B" Station 28+78, thence,

South 55°11'20" West 483.83 feet to the Point of Beginning, containing 0.755 Acres.

Being the same property conveyed from Charleston Bottoms Rural Electric Cooperative Corporation to East Kentucky Power Cooperative, Inc. by Deed dated April 30, 2002, and recorded in Deed Book 295, Page 341, Mason County Clerk's Office.

Tract SP-36

TRACT I

Lying and being on the Blue Run Pike in Mason County, Kentucky and beginning at a stone on the margin of Blue Run Pike in Elisha Moran's line; thence S 14 W 75 poles 15 links to a stone in said line, corner to Slack, thence with his line S 75 E 105 poles, 20 links to a stone, corner to Slack and Keith, thence N 16 E 70 poles to a large tree, near the margin of Blue Run Pike, thence N 71 W down said turnpike 93 poles to the beginning, containing 44 acres 18 poles.

TRACT II

Beginning at a stone in the Blue Run Road, thence North 72  $\frac{3}{4}$ , West 14 chains 25 links to a stake opposite to and 11 links North from the center of the large poplar tree standing on the South side of the road; thence North 74 West 6 chains 44 links to the center of said road, thence passing a stone on the South side of the road and with the line of Lake Charles Association and Leroy Hardy, South 16  $\frac{3}{4}$  West 25 chains 22 links to a stone in Truman Hopkins line; thence with Hopkins line, South 71  $\frac{1}{2}$  East 16 chains 79 links to a stake corner to James Condon; thence with the line of Condon, North 28 East 4 chains 17 links to a stake; thence North 22  $\frac{1}{2}$  East 5 chains 89 links to a stake; thence North 41 East 8 chains 90 links to a stake; thence North 21 East 4 chains 37 links to a stone in the Blue Run Road; thence with the Blue Run Road, North 10 West 3 chains 32 links to the beginning, containing 49 acres 3 roads and 33 poles.

Being the same property conveyed from Ruth G. Rosser to East Kentucky Power Cooperative, Inc. by Deed dated December 10, 2003, and recorded in Deed Book 301, Page 256, Mason County Clerk's Office.

Tract SP-37

Situated in Mason County, Kentucky and designated as Lot No. 2 on the Plat of Green Valley Subdivision, recorded in Plat Book 1, page 96, records of the Clerk of the Mason County Court.

Also, Being all of Lot No. 3 of Green Valley Subdivision, as shown by plat thereof of record in the Mason County Clerk's Office in Plat Book 1, Page 96 and to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed from Mark A. Linsberg, et ux, by deed to East Kentucky Power Cooperative, Inc., dated September 23, 2005, and recorded in Deed Book 318, Page 191 of record in the Mason County Clerk's Office.

Tract SP-38

Beginning at an iron pin & cap set (RDH 3264 5/8" Rebar Typical) in the south right of way of Ky Hwy 8, corner to Johnny P. Bevins DB 220, PG 269 and corner to East Kentucky Power Coop., Inc. DB 185, PG 269; Thence leaving the south right of way of Ky Hwy 8 along the line of East Kentucky Power Coop., Inc. S 18-32-23 W 37.66'; Thence S 00-25-45 W 83.00'; Thence S 23-44-14 E 88.00' to an iron pin and cap set; Thence S 53-47-14 E 300.00' to an iron pin and cap set; Thence S 74-43-56 E 237.87' to an iron pin and cap set in the west right of way of Ky 1957, corner to Bevins and corner to East Kentucky Power Coop., Inc.; Thence leaving the line of East Kentucky Power along the west right of way of Ky 1957 S 65-12-35 W 64.24' to a point, being Sta. 99+00 45' Lt of centerline of Ky 1957; Thence S 72-45-22 W 250.29' to a point in the west right of way of Ky 1957, being Sta. 96+49.91 35' Lt.; Thence S 66-03-08 W 160.24'; Thence S 48-42-49 W 53.61' to a right of way marker, being Sta. 94+50 30' Lt.; Thence continuing along the west right of way of Ky 1957 S 49-58-17 W 100.03'; Thence S 37-42-25 W 90.14'; Thence S 21-11-24 W 93.74'; Thence S 00-17-28 W 101.05'; Thence S 05-08-30 E 96.45' to an iron pin and cap set in the west right of way of Ky 1957; Thence leaving the west right of way of Ky 1957 along the centerline of an Old County Road S 06-37-01 W 620.32' to an iron pin and cap set, corner to Bevins and corner to East Kentucky Power Coop., Inc. DB 185, PG 269; Thence along the line of East

Kentucky Power N 84-42-28 W 160.00' to an iron pin and cap set in the centerline of Foundation of Old Stone Bridge and near the center of Lawrence Creek, corner to Bevins, East Kentucky Power Coop., Inc. DB 185, PG 269 and corner to East Kentucky Power Coop., Inc. DB 202, PG 335; Thence leaving the line of East Kentucky Power DB 185, PG 269 along the line of East Kentucky Power Coop., Inc. DB 202, PG 335, being the existing centerline of Lawrence Creek N 01-30-39 W 107.12'; Thence N 27-19-05 W 252.49'; Thence N 18-12-51 E 161.77'; Thence N 28-41-21 E 80.28'; Thence N 26-38-39 W 78.85'; Thence N 51-53-33 W 164.10'; Thence N 22-51-21 W 100.95'; Thence N 18-16-19 E 109.46'; Thence N 44-35-24 E 58.19'; Thence N 76-58-01 E 117.06'; Thence N 78-53-29 E 201.38'; Thence N 35-20-45 E 128.97'; Thence N 24-06-09 E 51.50'; Thence N 15-26-00 W 42.47'; Thence N 53-02-00 W 125.64'; Thence N 36-45-42 W 153.52'; Thence N 58-56-39 W 92.98' to a point in the existing centerline of Lawrence Creek, corner to Bevins and corner to East Kentucky Power Coop., Inc. DB 202, PG 335; Thence leaving the existing centerline of Lawrence Creek and continuing along the line of East Kentucky Power Coop., Inc. N 68-41-21 E 90.58'; Thence N 14-45-37 W 106.54'; Thence N 18-50-00 E 163.29' to a cutoff metal fence post found in the south right of way of Ky Hwy 8, corner to Bevins and corner to East Kentucky Power Coop., Inc. DB 202, PG 335; Thence leaving the line of East Kentucky Power Coop., Inc. along the south right of way of Ky Hwy 8 S 71-54-21 E 317.83' to the point of beginning containing 13.884 acres according to the survey of R. David Hord PLS 3264 of RDH Surveys, Inc. 5/24/2004.

Being the same property conveyed from Johnny Paul Bevins, et ux. to East Kentucky Power Cooperative, Inc., by deed dated August 5, 2005 and recorded in Deed Book 318 at Page 195 of record in the Mason County Clerk's Office.

#### Tract SP-39

All that property known as East Kentucky Power Cooperative, Inc., Spurlock 4 plant, containing 4.81 acres and conveyed to East Kentucky Power Cooperative, Inc. from Charleston Bottoms Rural Electric Cooperative, Inc., by deed dated December 5, 2006 and recorded in Deed Book 318, at Page 519 in the Mason County Clerk's Office. Said property is situated in Mason County, Kentucky, and more particularly described as follows:

#### PARCEL A-2

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A", North 12°46'40" East

576.70 feet to Baseline "A" Station 10+60.30, thence, North 34°48'40" West 2163.73 feet to Baseline "A" Station 32+24.03, thence leaving Baseline "A", through property of Charleston Bottoms Rural Electric Power Cooperative Corporation, South 55°11'20" West 800.42 feet to an Iron Pin and Cap 224.03 feet left of Baseline "B" Station 11+99.58, at the POINT OF BEGINNING, corner to Charleston Bottoms Rural Electric Power Cooperative Corporation, thence with Charleston Bottoms Rural Electric Power Cooperative, South 55°11'20" West 196.00 feet to an Iron Pin and Cap, 224.03 feet left of Baseline "B" Station 10+03.58, thence, North 34°48'40" West 750.07 feet to an Iron Pin and Cap, 996.42 feet left of Baseline "A" Station 39+74.10, thence, North 55°11'20" East 179.09 feet to an Iron Pin and Cap, 800.42 feet left of Baseline "A" Station 39+74.10, thence, South 34°48'40" East 750.07 feet to the POINT OF BEGINNING, containing 3.375 Acres.

#### PARCEL B-2

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A", North 12°46'40" East 576.70 feet to Baseline "A" Station 10+60.30, thence, North 34°48'40" West 1939.70 feet to Baseline "A" Station 30+00, and 20+00 Baseline "B", thence along Baseline "B", South 55°11'20" West 1122.00 feet to a point, thence, South 34°48'40" East 78.00 feet to the **Point of Beginning**, 78.00 feet right of Baseline "B" Station 8+76, thence, through property of Charleston Bottoms Rural Electric Power Cooperative Corporation, North 34°48'40" West 50.000 feet to an Iron Pin and Cap, 78.00 feet right of Baseline "B" Station 9+26, thence, South 34°48'40" East 592.00 feet to an Iron Pin and Cap, 1074.00 feet left of Baseline "A" Station 23+30, thence, South 55°11'20" West 50.00 feet to an Iron Pin and Cap, 1124.00 feet left of Baseline "A" Station 23+30, thence, North 55°11'20" East 250.00 feet to the **Point of Beginning**, containing 0.680 Acres.

#### PARCEL C-2

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A", North 12°46'40" East 576.70 feet to Baseline "A" Station 10+60.30, thence, North 34°48'40" West 1243.70 feet to Baseline "A" Station 23+04, thence leaving Baseline "A", through property of Charleston Bottoms Rural Electric Power Cooperative Corporation, North 55°11'20" East 515.69 feet to the **Point of Beginning**, thence through Charleston Bottoms Rural Electric Power Cooperative Corporation, North 34°48'40" West 68.00 feet to a an Iron Pin and Cap, 515.69 feet right of Baseline "A" Station 23+72, and 628.00 feet right of Baseline "B" Station 25+15.69, thence, North 55°11'20" East

483.83 feet to an Iron Pin and Cap, 628.00 feet right of Baseline "B" Station 29+99.52, thence, South 34°48'40" East 68.00 feet to an Iron Pin and Cap, 696.00 feet right of Baseline "B" Station 29+99.52, thence, South 55°11'20" West 483.83 feet to the **Point of Beginning**, containing 0.755 Acres.

Tract SP-40

Four tracts of land known as the Larue Chamblin Tracts.

TRACT I: A tract of land lying and being on Tuckahoe Ridge, Mason County, Kentucky, described and bounded as follows, viz:

Beginning at a stake in the center of the passway, said stake in Isaac S. Hatton's line; thence S. 7° 45' E. 4 86/100 chains to Holton's corner; thence S. 87° W. 1 26/100 chains to a fence post in Holton's line and a corner to W.O. and N.J. Sidwell; thence S. 3° 11' E. 10 chains to a large locust tree; thence S. 80° 15' E. 32 82/100 chains to a beech stump; thence N. 11° 45' E. 4 51/100 chains to a stake; thence N. 55° 15' W. 10 90/100 chains to a stone; thence N. 38° 15' W. 27 64/100 chains to a post in the place of a thorn tree; thence N. 76° 15' W. 5 35/100 chains to a bunch of limbs on the north side of the branch; thence S. 73° 45' W. 3 20/100 chains to a stake on the north side of branch; thence S. 5° 45' E. 5 6/100 chains to a point in the hollow; thence S. 34° 15' E. 63/100 chains thence S. 1° 15' E. 6 63/100 chains to the beginning, containing 59 acres. Together with all rights, privileges and appurtenances thereunto belonging including the right to use the 16 feet passway over the lands of Martha Holton and W.O. Sidwell to the Anderson Ferry Turnpike. Said passway was laid off in the division of Isaac Sidwell's estate and is fully described in the deed of Commissioner and also to John B. Sidwell, recorded in Deed Book 91, page 289, Mason County Clerk's records, which description is referred to and made a part hereof.

TRACT II: A tract of land lying and being on Tuckahoe Ridge, Mason County, Kentucky, described and bounded as follows, viz:

Beginning at Fig. 19, a stake on the north side of hollow, corner to John B. Sidwell and thence S. 5 3/4 E. 2 poles, 8 links to a stake, corner to Martha Holton; thence with her line S. 72 3/4 W. 22 poles 7 links to a stake, Fig. 16, thence S. 78 W. 33 poles, 13 links to a stake at Fig. 17, thence N. 68 3/4 W. 11 poles, 16 links to a stake on the north side of a hollow in L.T. Bacon's line; thence with his line N. 9 3/4 E. 43 poles, 21 links to a stake corner to Huber's Fig., thence 79 3/4 E. 22 poles to a stake; thence S. 45 1/4 E. 50 poles to the beginning, containing 13 acres and 26 poles, together with all

the privileges and appurtenances thereunto belonging including a passway over the land of Martha Holton and a right to use the general passway both of which are fully described in the Commissioners deed recorded in Deed Book 91, page 553, Mason County Clerk's office, which descriptions are referred to and made a part hereof.

TRACT III: A certain tract or parcel of land lying and being in Mason County, Kentucky, on Tuckahoe Ridge, being more particularly described as follows:

Beginning at a Walnut, an original corner of Martha Works and Larue Chamblin, grantor herein; thence with said original line, generally with a fence S 85 deg. 45 min. E. 1002.54 feet to a gate post; thence S 01 deg. 00 min. E. 240.24 feet to an iron pin set; thence N 87 deg. 00 min. E. 194.04 feet to an iron pin set at a corner of Martha Works and Larue Chamblin's tract No. 1; thence with said tract No. 1, S 03 deg. 10 min. E. 660.00 feet; thence S 80 deg. 15 min. E. 2203.70 feet to a corner of East Kentucky Power Cooperative, Inc.; thence with said Co-op. and generally with a fence S 11 deg. 40 min. W. 954.62 feet to a fence corner post, a corner of a 16.18 acre parcel of land previously conveyed to East Kentucky Power Co-op. from Larue Chamblin; thence with said 16.18 acre parcel of land and generally with a fence N 75 deg. 02 min. W. 570.66 feet; N 63 deg. 27 min. 18 sec. W. 1024.08 feet to a metal post; thence N 71 deg. 39 min. 08 sec. W. 434.45 feet to a fence intersection on the north side of a Branch and being a corner of another tract of East Kentucky Power Co-op; thence with said other tract of said Co-op. N 42 deg. 13 min. W. 252.55 feet; N 42 deg. 45 min. W. 288.42 feet; N. 29 deg. 00 min. W. 297.00 feet to an iron pin set; thence N 80 deg. 23 min. 07 sec. W. 671.88 feet to a metal post at a new corner of Larue Chamblin; thence with new lines of said Larue Chamblin N 10 deg. 25 min. 31 sec. E 250.00 feet to an iron pin; thence N 79 deg. 54 min. W passing a metal post in or near the east right of way of Beasley Creek Road (a.k.a. South-Ripley Turnpike) at 270.00 feet, in all 290.47 feet to a point in the original line near the west edge of pavement of said road; thence with said original line N 09 deg. 45 min. E 468.80 feet to the place of beginning, containing 59.6573 acres more or less but is subject to all legal rights of way and easements of record.

TRACT IV: A small piece of land consisting of approximately one-half acre, more or less, being a part of the same land conveyed Arniel Huber and Leora Huber by deed of Charles Bacon et ux by deed dated August 26th, 1927 and of record in Mason County Deed Book 128, page 321.

This land is identical to that land excepted from the conveyance by Arniel Huber and Leora Huber, his wife, to Arniel Huber and Helen Huber, that deed having been recorded in Mason County Deed Book 140, page 498, the same being dated 24 January, 1944. Same being done to straighten the fence line between the parties and marked by the present fence line.

Being the same property conveyed to Michael Conway and Susan Conway, his wife, by deed of Larue Chamblin and June Chamblin, his wife, dated November 20, 1991 and recorded Deed Book 244, page 137, Mason County Clerk's records.

A tract of land known as the Martha Burnett Works Tract.

Beginning at a walnut at an original corner of Larue Chamblin's Tract No. III and Martha Works in the line of Denham; thence with said Denham's line, and generally with a fence, N 5° 21' 22" E 275.39 feet to an iron pin set; thence N 8° 17' 20" E 369.10 feet to a fence post on the north side of a drain at a fence intersection and being a corner of Larue Chamblin's Tract No. II; thence with said Chamblin's line and a fence S 73° 55' E 50.53 feet to an iron pin at the northeast corner of the 50 foot wide access road; thence severing the land of Martha Works and with the east margin of said road, S 8° 71' 20" W 362.19 feet; S 5° 21' 22" W 271.92 feet to an iron pin set in the original line of aforementioned Larue Chamblin's Tract No. III; thence with said Tract No. III N 85° 45' W 50.01 feet to the place of beginning, Containing 0.7344 acre, more or less.

Being the same land conveyed by Martha Works, to Michael Conway, by deed dated November 20, 1991, and recorded in Deed Book 244, page 187 of the Mason County Court Records.

A tract of land known as the Randy Kirk Tract.

Being a 13.678 acre parcel of that larger tract of land conveyed to Randy & Diane Kirk DB 308, PG 107, said property located on the west side of South Ripley Road between KY 8 and KY 576, Tuckahoe Road, in Mason County, Kentucky and being more particularly described as follows:

Beginning at a mag nail found at the existing centerline of South Ripley Road, corner to Randy & Diane Kirk DB 308 Pg 107, and corner to Gary L. & Shelly A. Entler DB 310 Pg 274; Thence leaving the existing centerline of South Ripley Road along the line of Entler S 83-57-40 W 20.00' to an iron pin & cap found (RDH 3264 5/8" Rebar Typical) at base of fence post at the west right of way of South Ripley Road; Thence continuing along the line of Entler S 83-57-40 W 211.00' to a fence post; Thence S 83-33-59 W

112.20' to a fence post; Thence S 84-14-43 W 155.95' to ½" iron pipe found at metal fence post, corner to Kirk and Entler and corner to East Kentucky Power Coop., Inc. DB 202, PG 14 Tract 2A; Thence leaving the line of Entler along the line of East Kentucky Power Coop., Inc. N 78-11-12 W 130.59' to an iron pipe found; Thence N 70-13-43 W 292.39' to a metal fence post found; Thence N 33-19-15 W 77.63' to a 1/2" iron pipe found at metal fence post; Thence N 28-04-08 E 170.45' to a 1/2" iron pipe found at metal fence post; Thence N 19-21-00 E 310.90' to a 1/2" iron pipe found at metal fence post; Thence N 01-01-00 E 196.21' to a 1/2" iron pipe found at metal fence post; Thence N 04-55-00 E 145.97' to an iron pin and cap found (5/8"rebar) corner to Kirk and corner to East Kentucky Power Coop., Inc.; Thence along a new division line of Kirk N 65-10-01 E 271.86' to an iron pin and cap set at right of way of South Ripley Road; Thence N 65-10-01 E 20.00' to a mag nail set at existing center of road new corner to Kirk; Thence along existing centerline of South Ripley Road S 24-49-59 E 628.21' to a mag nail found; Thence S 24-50-52 E 464.83'; Thence S 19-09-30 E 57.17' to the point of beginning containing 13.678 acres according to the original survey of R. David Hord PLS 3264 of RDH Surveys, Inc., 1/31/2005. (Revised plat dated 7/2/2007.)

Property subject to all legal right of ways, easements and unrecorded conveyances. Property subject to any existing right of way for South Ripley Road for benefit of the Mason County Fiscal Court. Property subject to all utilities above and below ground whether shown on plat or not. Also there is a 100 ft. set back from what is shown as line L23" on the Agricultural Land Division Plat of record in Mason County Plat Cabinet 2, Slide 273.

Being part of the same property as conveyed to Michael B. Conway and Susan H. Conway, husband and wife, by deed from Randy Kirk and Diane Kirk, husband and wife, dated the 24th day of July, 2007 and recorded in Deed Book 320, page 405, Mason County Clerk's office.

Two parcels of land known as the Mary Ann Denham et al Parcels.

Located in Mason County, Kentucky on the South Ripley Road and being more particularly described as follows:

PARCEL NO. 1: Beginning in center of South Ripley Road corner to John Miller S. 18 W. 98 poles 9 links to a stake: thence S. 61 W. 14 poles to a stake; thence S. 69 1/2 W. 4 poles 10 links to a small Buckeye tree in the hollow; thence crossing hollow S. 63 W. 14 poles 20 links to a Buckeye tree; thence S. 61 W. 9 poles 20 links to a Hackberry tree; thence S. 57 W. 11 poles 18 links to a stake on bank of the branch: thence S. 60 W. 11 poles 6 links to fence post, corner to Coleman Bros. on Beasley Creek; thence S.



31 1/2 E. 10 poles 15 links to a stake; thence S 23 1/2 E. 8 poles 20 links to a stake in the angle of line fence; thence S. 20 E. 7 poles 16 links to a stake; thence S. 35 1/2 E. 7 poles 18 links to a stake; thence S. 25 E. 7 poles 11 links to a stake; thence S. 19 E. 8 poles 8 links to a stake; thence S. 4 E. 6 poles 12 links to a stake; thence S. 9 1/2 E. 6 poles 17 links to a stake; thence S. 16 1/2 E. 3 poles 7 links to a stake; thence S. 9 1/2 W. 7 poles 13 links to a stake, corner to Cartmell; thence S. 12 W. 7 poles 18 links to a stake; thence S. 13 1/2 W. 8 poles 7 links to a post at end of a paling fence, corner to Hutchison; thence with line of Hutchison S. 84 E. 8 poles 7 links to a Hackberry tree on the Bluff; thence S. 80 E. 4 poles 4 links to a stake; thence S. 70 E. 7 poles 1 link to a stake; thence S. 80 E. 11 poles 11 links to an Elm Tree; thence S. 83 E. 4 poles 6 links; thence S. 80 E. 17 poles 9 links to a stake; thence S. 82 E. 8 poles 18 links to a small Hackberry tree; thence S. 84 E. 9 poles 15 links to a stake; thence S. 80 E. 3 poles 10 links to a stake; S. 76 E. 8 poles 12 links to a stake; thence S. 84 E. 5 poles 23 links to a stake corner to Vernon Huber; thence N. 6 E. 38 poles 5 links to a small Walnut tree in hollow; thence N. 49 E. 9 poles 13 links to a small Walnut tree on edge of hollow; thence S. 87 E. 10 poles 18 links to a stake; thence S. 89 E. 10 poles 11 links to a stake; thence S. 68 1/2 E. 9 poles 8 links to a stake; thence N. 76 E. 13 poles 18 links to a stake; thence N. 81 1/2 E. 8 poles 9 links to a stake; thence N. 81 E. 6 poles 20 links to a stake; thence N. 80 E. 14 poles to a stake in center of South Ripley Road corner to Mrs. A. Huber; thence with center of road N. 26 1/2 W. 98 poles 10 links to a stake in center of road; thence N. 2 1/2 E. 29 poles 14 links to a stake in bend of road N. 38 W. 26 poles 24 links to a stake in center of road; thence N. 52 W. 14 poles to a stake; thence N. 47 1/2 W. 21 poles 5 links to a stake; thence N. 25 W. 23 poles 20 links to a stake in center of road; thence N. 34 W. 12 poles 21 links to a stake; thence N. 56 W. 6 poles to place of beginning, containing 152 -4/10 acres, more or less.

PARCEL NO. 2: Beginning at a stake in center of South Ripley Road, corner to Tract No. 1 and Mrs. A. Huber, N. 9 E. 34 poles 23 links to a stake; thence N. 10 E. 13 poles 20 links to a stake; thence N. 8 1/2 E. 12 poles 5 links to a stake; thence N. 9 E. 17 poles 15 links to a stake in Huber line; thence N. 9 1/2 E. 8 poles 20 links to a stake; thence N. 7 E. 8 poles 9 links to a stake; thence N. 8 E. 12 poles 12 links to a stake; thence N. 10 1/2 E. 9 poles 12 links to a stake; thence N. 12 1/2 E. 13 poles 7 links to a Black Locust snag corner to Chamblin; thence with Chamblin line N. 37 1/2 W. 13 poles 22 links to a stake; thence N. 38 1/2 W. 8 poles 19 links to a stake; thence N. 36 1/2 W. 7 poles 22 links to a stake; thence N. 37 W. 7 poles 5 links to a stake; thence N. 32 1/2 W. 6 poles 4 links to a stake; thence N. 41 W. 6 poles 23 links to a stake; thence N. 35 1/2 W. 7 poles 15 links to a stake; thence N. 38 W. 8 poles 16 links to a stake in hollow in line of Chamblin; thence N. 29 W. 9 poles 15 links to a leaning Black Locust

tree: thence N. 34 1/2 W. 7 poles 4 links to a Sugar tree corner to Chamblin; thence N. 9 1/2 E. 35 links to a dead Elm tree; thence N. 63 E. 5 poles 10 links to an Ash tree, corner to Chamblin: thence N. 27 1/2 W. 4 poles 7 links to a stake; thence N. 29 W. 6 poles 20 links to a stake; thence N. 31 W. 6 poles 24links to a Forked Hackberry tree: thence N. 28 1/2 W. 13 poles 2 links to a double Hackberry tree, corner to Chamblin; thence S. 62 W. 6 poles 23 links to forked Sugar tree on a bluff; thence S. 52 W. 4 poles 5 links to a Walnut tree near top of bluff; thence N. 27 W. 15 poles to a stake; thence N. 24 W. 12 poles to a stake; thence N. 24 W. 12 poles to a stake; thence N. 18 W. 5 poles 9 links to a stake; thence N. 11 W. 18 poles 7 links to a stake; thence N. 21 W. 19 poles 22 links to a stake; thence N. 16 W. 18 poles 2 links: thence N. 19 W. 15 poles 3 links to a small Hackberry tree on the point, corner to Lawrence Morgan: thence S. 14 W. 8 poles 22 links to a stake; thence S. 13 W. 10 poles 20 links to a stake; thence S. 12 W. 11 poles 3 links to a stake in L. Morgan's line; thence S. 12 1/2 W. 14 poles to a stake in line of John Miller; thence S. 11 1/2 W. 10 poles to a stake; thence S. 14 1/2 W. 24 poles 6 links to a stake: thence S 11 1/2 W. 12 poles 7 links to a stake: thence S. 13 1/2 W. 10 poles 18 links to a stake: thence S. 12 W. 6 poles 7 links to a stake; thence S. 12 1/2 W. 6 poles 13 links to a stake: thence S. 11 1/2 W. 10 poles 5 links to a stake in center of South Ripley Road corner to Tract No.1; thence with the center of South Ripley Road and line of Tract No.1 S. 56 E. 6 poles to a stake; thence S. 34 E. 12 poles 24 links to a stake; thence S. 25 E. 23 poles 20 links to a stake; thence S. 47 1/2 E. 21 poles to a stake; thence S. 52 E. 14 poles to a stake; thence S. 38 E. 26 poles 2 links to a stake; thence S. 2 1/2 W. 29 poles 14 links to a stake: thence S. 26 1/2 E. 98 poles 10 links to the place of beginning, containing 97-4/10 acres.

THERE IS EXCEPTED FROM THE ABOVE AND NOT CONVEYED HEREIN the following tracts:

TRACT 1: That certain tract as conveyed East Kentucky Power Cooperative, Inc., by deed from Mary Ann Denham, et als, dated December 6, 1977, of record in Deed Book 202, page 14, Mason County Clerk's Office, which tract is more particularly described as follows:

BEGINNING at an iron pin in the division line fence of this tract and the lands of Arniel Vernon Huber, said pin lying approximately 450' Southwest of South Ripley Road and being iron pin #63 on the 860' USC & GS elevation survey line thence with the fence; S79°42'W 156.61' to a 28" Ash tree in the fence, thence; S63°33'W 49.07' to a 36" Elm tree in the fence, thence; N72°49'W 210.62' to a 14" Elm tree in the fence, thence; S88°37'W 176.08' to a fence post, thence; N84°52'W 111.47' to a 12" Walnut tree in the fence, thence; S52°43'W 127.93' to a 20" Buckeye tree in the fence; thence,

S37°03'W 25.72' to a Twin Elm; thence; S07°S0'W 136.02' to a fence post; thence: S03°47'W 232.40' crossing the 860' elevation line to a fence post, thence; S05°13'W 263.97' to a corner fence post, a common corner to this tract and the lands of Huber and the lands of George L. Bay, thence with the fence of Bay; N78°21'W 725.64 to a fence post, thence; N78°24'W 111.66' to an iron pin 79A on the 860' elevation line and being a common corner to this tract and the lands of Bay, thence with the fence of Bay: N78°24'W 433.49' to a fence post, thence; N76°28'W 107.07' to a fence post; thence: N79°07'W 165.39' to a corner fence post, a common corner to this tract and the lands of Bay and the lands of Rebecca Cartmell, et al, thence with the fence of Cartmell; N13°41'E 114.91' to a fence post, thence; N15°57'E 162.70' to a fence post, thence: N11°45'E 105.45' to a fence post near a rock wall, thence: N10°27'W 242.89' to a corner fence post, a common corner to this tract and the lands of Cartmell and the lands of Tom Coleman, thence with the fence of Coleman; N18°20'E 35.23' to a fence post, thence; N14°00'W 114.62' to a 10" Elm tree in the fence, thence; N27°08'W 299.62' to a 20" Cherry stump, thence: N16°23'W 174.90' to a fence post, thence; N24°29'W 112.61' to a fence post, thence: N31°18'W 116.62' to a corner fence post, a common corner to this tract and the lands of Coleman and the lands of Harry Miller, thence with the fence of Miller: N60°35'E 327.25' to a fence post, thence; N60°19'E 375.82' to a fence post, thence; N62°18'E 245.55' to a fence post, thence; N61°57'E 137.44' to a fence post, thence; N14°50'E 252.33' to an iron pin in the fence and being iron pin 20A on the 860' USC & GS elevation, thence leaving the fence and with the 860' elevation line: N48°09'E 105.37' to iron pin 21, thence; S84°36'E 115.21' to iron pin 22, thence; N82°31'E 197.15' to iron pin 23, thence; S74°07'E 167.63' to iron pin 24; thence; S67°04'W 96.23' to iron pin 25, thence: S39°03'W 155.06' to iron pin 26, thence; S50°03'W 121.77' to iron pin 27, thence: S38°35'W 166.71' to iron pin 28, thence: S55°52'W 129.38' to iron pin 29, thence; S41°52'W 184.39' to iron pin 30, thence; S56°41'W 196.11' to iron pin 31, thence; S57°45'W 126.72' to iron pin 32, thence; S48°37'W 151.01' to iron pin 33, thence: S11°36'E 106.17' to iron pin 34, thence: S26°18'E 298.50' to iron pin 35, thence; N51°04'E 277.80' to iron pin 36, thence: N50°13'E 232.41' to iron pin 37, thence: N71°34'E 106.79' to iron pin 38, thence: S22°20'W 196.65' to iron pin 39, thence; S19°11'E 107.1S' to iron pin 40, thence; S35°12'W 130.51' to iron pin 41, thence; S10°57'W 207.76' to iron pin 42, thence: S21°28'W 165.62' to iron pin 43, thence; S62°24'E 142.78 to iron pin 44, thence; N84°45'E 159.37' to iron pin 45, thence; N83°33'E 97.88' to iron pin 46, thence; N40°02'E 122.94' to iron pin 47, thence; S58°58'E 155.00' to iron pin 48, thence N39°15'E 108.19' to iron pin 49, thence; N83°13'E 125.63' to iron pin 50, thence; N51°16'E 153.60' to iron pin 51, thence; N51°03'E 115.36' to iron pin 52, thence; N40°17'E 169.31' to iron pin 53, thence: N35°53'E 130.01' to iron pin 54; thence; N18°33'E 196.80' to iron pin 55, thence; N43°43'E 198.02' to iron pin 56,

thence; S04°55'W 145.97' to iron pin 57, thence; S01°01'W 196.21' to iron pin 58, thence; S19°21'W 310.88' to iron pin 59, thence; S28°05'W 170.42' to iron pin 60, thence; S33°38'E 76.83' to iron pin 61, thence: S70°03'E 292.63' to iron pin 62, thence; S78°10'E 130.66' to the beginning; containing 54.77 acres, more or less.

TRACT 2: That certain tract as conveyed to Randy Kirk and Diane Kirk, husband and wife, by deed from Mary Ann Denham, et als, dated February 11, 2005, of record in Deed Book \_\_\_\_, page \_\_\_\_, Mason County Clerk's Office, which tract is more particularly described as follows:

Being a 22.733 acre parcel of that larger tract of land conveyed to Mary Ann Denham, Martha Denham Bone, Harriet R. Denham, Michelle D. Brothers and LisaK. Denham, DB 197, Pg 499, Parcel 1, said property located on the west side of South Ripley Road in Mason County, Kentucky and being more particularly described as follows:

Beginning at a mag nail set at the existing centerline of South Ripley Road, comer to Mary Ann Denham, Martha Denham Bone, Harriet R. Denham, Michelle D. Brothers and Lisa K. Denham DB 197, Pg 499 Parcel 1 and corner to Anne H. & Kenneth Follmer DB 289, PG 77; thence leaving the existing centerline of South Ripley Road along the line of Follmer S 83-57-40 W 20.00' to an iron pin & cap set (RDH 3264 5/8" Rebar Typical) at base of fence post at the west right of way of South Ripley Road; thence continuing along the line of Follmer S 83-57-40 W 211.00' to a fence post; thence S 83-33-59 W 112.20' to a fence post; thence S 84-14-43 W 155.95' to a 1/2" iron pipe found at metal fence post/ corner to Denham, Bone, Denham, Brothers & Denham, corner to Follmer and corner to East Kentucky Power Coop., Inc. DB 202, Pg 14 Tract 2A; thence leaving the line of Follmer along the line of East Kentucky Powers Coop. Inc. N 78-11-12 W 130.59' to an iron pipe fourid;thence N. 70-1343 W 292.39' to a metal fence post found; thence N 33-19-15 W 77.63' to a 1/2" iron pipe found at metal fence post; thence N 2804- 08 E 170.45' to a 1/2" iron pipe found at metal fence post; thence N 19-21-00 E 310.90' to a 1/2" iron pipe found at metal fence post; thence N 01-01-00 E 196.21' to 1/2" iron pipe found at metal fence post; thence N 04-55-00 E 145.97' to a spike nail set, corner to Denham, Bone, Denham, Brothers & Denham and comer to East Kentucky Power Coop., Inc.; thence continuing along the line of East Kentucky Power Coop., Inc. S 43-43-00 W 198.02' to a iron pipe found; thence S 18-29-57 W 196.87' to a 1/2" iron pipe found at metal fence post, corner to Denham, Bone, Denham, Brothers & Denham and corner to East Kentucky Power Coop., Inc.; thence leaving the line of East Kentucky Power Coop., Inc., along a new division line of Denham, Bone, Denham, Brothers & Denham N 52-3037 W 133.16' to an iron pin & cap set at base of 4" Wild

Cherry; thence N 40-35-57 W 136.28' to an iron pin & cap set at base offence post; thence N 15-39-55 W 243.64' to an iron pin & cap set at base offence post; thence N 23-24-38 E 225.23' to an iron pin & cap set at base offence post; thence N. 30-38-25 E 275.25' to an iron pin & cap set at base of fence post; thence N 28-05-17 E 147.28' to an iron pin & cap set, new corner to Denham, Bone, Denham, Brothers & Denham; thence continuing along the new division line N 82-58-45 E 153.68' to an iron pin & cap set; thence S 84-27-13 E 56.38' to an iron pin & cap set at the west right of way of South Ripley Road; thence S 84-27-13 E 20.00' to a mag nail set at the existing centerline of South Ripley Road, new corner to Denham, Bone, Denham, Brothers & Denham; thence along the existing centerline of South Ripley Road S 01-49-30 W 82.45' to a mag nail set; thence S 11-12-50 E 71.07'; thence S 22-52-05 E 85.37'; thence S 25-41-04 E 234.43' to mag nail set at the existing centerline of South Ripley Road; thence continuing along existing centerline S 24-49-59 E 748.88' to a mag nail set; thence S 24-50-52 E 464.83'; thence S 19-09-30 E 57.17' to the point of beginning containing 22.733 acres according to the survey of R. David Hord PLS 3264 of RDH Surveys, Inc., 1/31/2005. Property subject to all legal right of ways/easements and recorded conveyances. Property subject to any existing right of way for South Ripley Road for benefit of the Mason County Fiscal Court.

Being the same property conveyed from Michael B. Conway, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 1, 2011, and recorded in Deed Book 334, Page 336, Mason County Clerk's Office.

Tract SP-41

All that tract of land being all of the remaining property owned by Charleston Bottoms Rural Electric Cooperative Corporation in Mason County, Kentucky, and lying between the Ohio River on the north and Kentucky Highway No. 8 on the South and being more particularly described as follows:

TRACT NO. 1: All that part of a certain tract or tracts of land lying south of the Ohio River and north of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

BEGINNING at a point in the northerly right-of-way line of the Chesapeake and Ohio Railway Company and said point also being 40.0 feet right (north) and radially opposite approximate station 9401+64.7 on the centerline of the westbound main track of said railroad and said point further being a corner common to the Chesapeake and Ohio Railway Company, to the land now or formerly owned by A. C. Duke, and to the property herein being described

and said point still further being in the westerly right-of-way line of Kentucky Utilities Company; thence, running northwesterly along the north right-of-way line of said railroad 40.0 feet from (north) and parallel to a  $0^{\circ} 30'$  curve on the centerline of the westbound main tract for a distance of 5099.2 feet, more or less, to a point in said right-of-way line and said point also being 40.0 feet right (north) and radially opposite approximate station 9452+46.2 on the centerline of the westbound main tract of said railroad; thence, continuing along same said north right-of-way line  $N 72^{\circ} 02' W$  for 716.8 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and radially opposite approximate station 9459+60 on the centerline of the westbound main tract of said Chesapeake and Ohio Railway, and said point further being  $S 10^{\circ} 35' 58'' W$ , a distance of 3.1 feet from a set concrete monument; thence, continuing along the north right-of-way line 70.0 feet from (north) and parallel to a  $0^{\circ} 30'$  curve on the centerline of the westbound main track for a distance of 240.83 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and opposite approximate station 9462+00 on the centerline of the westbound main tract of said railroad; thence, running  $N 77^{\circ} 30' W$  along the north right-of-way line of said railroad 70.0 feet from (north) and parallel to the centerline of the west bound main track for a distance of 4740.0 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and opposite station 9509+40 on the centerline of the westbound main tract of said railroad; thence, continuing along the north right-of-way line of said railroad 70.0 feet from (north) and parallel to a spiral and a  $1^{\circ} 45'$  curve on the centerline of the westbound main tract of said railroad a distance of 649.8 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and radially opposite approximate station 9516+04 on the centerline of the westbound main track of said railroad and said point further being in the centerline of Lawrence Creek; thence, running  $N 13^{\circ} 15' E$  along the centerline of Lawrence Creek, a distance of 125.0 feet, more or less, to a point in the centerline of Lawrence Creek and said point also being in the Ohio River; thence, along the Ohio River and the meanders thereof as follows:

$S76^{\circ}45'E$  a distance of 416.0 feet; thence,  
 $S77^{\circ}00'E$  a distance of 420.2 feet; thence,  
 $S80^{\circ}15'E$  a distance of 700.0 feet; thence,  
 $S79^{\circ}45'E$  a distance of 611.0 feet; thence,  
 $S74^{\circ}15'E$  a distance of 890.5 feet; thence,  
 $S73^{\circ}45'E$  a distance of 700.0 feet; thence,  
 $S77^{\circ}15'E$  a distance of 523.0 feet; thence,  
 $S78^{\circ}30'E$  a distance of 500.0 feet; thence,  
 $S84^{\circ}45'E$  a distance of 375.0 feet; thence,

S74°15'E a distance of 144.0 feet; thence,  
S82°08'02" E a distance of 493.35 feet; thence,  
S88°10'11" E a distance of 797.45 feet; thence,  
S82°26'13" E a distance of 841.19 feet; thence,  
S81°45'40" E a distance of 523.77 feet; thence,  
S80°25'44" E a distance of 312.08 feet; thence,  
S82°26'15" E a distance of 420.59 feet; thence,  
S75°36'21" E a distance of 407.72 feet; thence,  
S83°43'24" E a distance of 317.84 feet; thence,  
S78°09'15" E a distance of 244.52 feet; thence,  
S67°35'29" E a distance of 363.00 feet; thence,  
S76°58'36" E a distance of 409.78 feet; thence,  
S67°38'18" E a distance of 50078 feet; thence,  
S62°25'46" E a distance of 400.24 feet; thence,

continuing along the Ohio River and the meanders thereof S51°02'21" E for a distance of 411.86 feet, more or less, to a point in said river and said point also being N 24°15'E, a distance of 160.0 feet from a concrete monument and said point further being a corner common to the land now or formerly owned by A. C. Duke and the property herein being described and said point still further being in the westerly right-of-way line of the Kentucky Utilities Company; thence, running along the property line between the land now or formerly owned by A. C. Duke and the property herein being described and also being along the westerly right-of-way line of Kentucky Utilities Company S24°15'W for a distance of 1736.46 feet, more or less, to the point of beginning; containing 151.559 acres, more or less.

The plans showing the locations of the centerline stations of the westbound main track of the railroad referred to herein, are on file at The Chesapeake and Ohio Railway Company, Chief Engineer's Office in Richmond, Virginia.

TRACT NO. 2: All that part of a certain tract or tracts of land lying south of the Chesapeake and Ohio Railway and north of Kentucky Highway #8, and being more particularly described as follows, to-wit:

BEGINNING at the point of intersection of the southerly right-of-way line of the Chesapeake and Ohio Railway Company and the centerline of Lawrence Creek and said point also being 130.0 feet left (south) and radially opposite approximate station 9515+57 on the centerline of the westbound main track of said railroad; thence, running along the southerly right-of-way line of said railroad 130.0 feet from (south) and parallel to a 1°45' curve on the centerline of the westbound main track of said railroad a distance of 130.0 feet, more or less, to a point in said right-of-way line and

said point also being 130.0 feet left (south) and radially opposite station 9514+32 on the centerline of the westbound main track of said railroad; thence, continuing along the southerly right-of-way line of said railroad N82°32'E a distance of 113.3 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet left (south) and radially opposite station 9513+32 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said right-of-way line 85.0 feet from (south) and parallel to a 1°45' curve and related spiral for a distance of 402.17 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet left (south) and directly opposite station 9509+40 on the centerline of the westbound main track of said railway; thence, running S77°30'E along the same south right-of-way line 85.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad a distance of 208.0 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet from (south) and directly opposite station 9507+32 on the centerline of the westbound main track of the same said railroad; thence, running S86°08'E along said right-of-way line a distance of 101.12 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet from (south) and directly opposite station 9506+32 on the centerline of the westbound main track of said railroad; thence, running S77°30'E along same said right-of-way line 70.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for 1158.0 feet to a point in said right-of-way line and said point also being 70.0 feet left (south) and directly opposite station 9494+74, which is directly opposite Mile Post 607 on the centerline of the westbound main track on said railroad; thence, running N12°30'E along said right-of-way line 10.0 feet to a point in said right-of-way line and said point also being 60.0 feet left (south) and directly opposite station 9494+74 which is opposite Mile Post 607 on the centerline of the westbound main track of said railroad; thence, running S77°56'14" E along said south right-of-way line for 1310.03 feet to a point in said right-of-way line and said point also being 50.0 feet from (south) and directly opposite station 9481+64 on the centerline of the westbound main track of said railroad; thence, continuing S77°30'E along said right-of-way line 50.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for a distance of 1827.1 feet, more or less, to a point in said right-of-way line and said point also being 50.0 feet left (south) and directly opposite approximate station 9463+36.0 on the centerline of the westbound main track of said railroad; thence, running S5°30'W along said right-of-way line for a distance of 100.3 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet south and directly opposite approximate station 9463+30.8 on the centerline of the westbound main track of said railroad; thence, running S77°30'E along said right-of-way line 100.0 feet from (south) and parallel to the centerline of the westbound main track of said



railroad for 130.8 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet left (south) and directly opposite approximate station 9462+00 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said south right-of-way line 100.0 feet from (south) and parallel to a 0°30' curve on the centerline of the westbound main track of said railroad for 967.0 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet left (south) and radially opposite station 9452+24.5 on the centerline of the westbound main track of said railroad; thence, running N8°30'E along the same right-of-way line for a distance of 40.5 feet to a point in said right-of-way line and said point also being 60.0 feet left (south) and radially opposite station 9452+30.7 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said right-of-way line 60.0 feet from (south) and parallel to a 0°30' curve on the centerline of the westbound main track of said railroad for 751.7 feet, more or less, to a point in said right-of-way line and said point also being 60.0 feet left (south) and radially opposite station 9444+75 on the centerline of the westbound main track of said railroad; thence, running along said right-of-way line southwesterly and radially opposite station 9444+75 on the centerline of said westbound main track of said railroad a distance of 10.0 feet to a point in said right-of-way line and said point being 70.0 feet left (south) and radially opposite station 9444+75 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along the same said south right-of-way line 70.0 feet from (south) and parallel to a 0°30' curve on the centerline of the westbound main track of said railroad for a distance of 4958+21 feet to a point in said right-of-way line and said point also being 70.0 feet left (south) and radially opposite station 9394+86.31 on the centerline of the westbound main track of said Chesapeake and Ohio Railway Company; thence, running N49°36'39"W for 247.10 feet, more or less, to a point; thence, running N 56°07'50"W for 457.60 feet to a point; thence, N58°54'21"W for 572.85 feet to a point; thence, N64°36'59"W a distance of 301.50 feet to a point; thence N 56°59'48"W for 300.17 feet to a point; thence, N58°54'21"W a distance of 1100.00 feet to a point; thence N 59°51'38"W for a distance of 1000.14 feet to a point; thence N77°56'53"W a distance of 435.86 feet, more or less, to a point; thence, running S12°46'40"W for a distance of 2848.24 feet, more or less, to a point in the north right-of-way line of Kentucky Highway #8 (Maysville-Dover Road SP81-555) and said point also being 40.0 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway; thence, running N74°13'48"W along the north right-of-way line of said highway 40.0 feet from and parallel to the centerline of said highway a distance of 127.8 feet, more or less, to a point in said right-of-way line and said point being 40.0 feet left (north) and directly opposite station 403+00 on the centerline of said highway; thence, running N15°46'12"E along said

right-of-way line 25.0 feet to a point in said right-of-way line and said point being 65.0 feet left (north) and opposite station 403+00 on the centerline of said highway; thence, continuing N74°13'48"W along same said right-of-way line 65.0 feet from (north) and parallel to the centerline of said highway for 950.0 feet to a point in said right-of-way line and said point being 65.0 feet left (north) and directly opposite station 393+50 on the centerline of said highway; thence, running N15°46'12"E along said right-of-way line for a distance of 10.0 feet to a point in said right-of-way line and said point being 75.0 feet left (north) and directly opposite station 393+50 on the centerline of said highway; thence, continuing N74°13'48"W along said right-of-way line 75.0 feet from (north) and parallel to the centerline of said highway for 308.0 feet to a point in said right-of-way line and said point being 75.0 feet left (north) and opposite station 390+42 on the centerline of said highway; thence, running N15°46'12" E along said right-of-way line a distance of 5.0 feet to a point in said right-of-way line and said point being 80.0 feet left (north) and opposite station 390+42 on the centerline of said highway; thence, continuing N74°13'48"W along said right-of-way line 80.0 feet from (north) and parallel to the centerline of said highway for 540.0 feet to a point in said right-of-way line and said point being 80.0 feet left (north) and opposite station 385+02 on the centerline of said highway; thence, running S15°46'12"W along said right-of-way line a distance of 10.0 feet to a point in said right-of-way line and said point being 70.0 feet left (north) and opposite station 385+02 on the centerline of said highway; thence, continuing N74°13'48"W along said right-of-way line 70.0 feet from (north) and parallel to the centerline of said highway a distance of 539.0 feet to a point in said right-of-way line and said point being 70.0 feet left (north) and opposite station 379+63 on the centerline of said highway; thence, running N45°18'32"E along said right-of-way line a distance of 34.5 feet to a point in said right-of-way line and said point being 100.0 feet left (north) and opposite station 379+80 on the centerline of said highway; thence, continuing N74°13'48"W along said right-of-way line 100.0 feet from (north) and parallel to the centerline of said highway for 155.0 feet, more or less, to a point in said right-of-way line and said point being 100.0 feet left (north) and opposite station 378+25 on the centerline of said road and point further being in the centerline of Lawrence Creek; thence, continuing in the centerline of Lawrence Creek as follows:

N43°00'E a distance of 40.0 feet; thence,  
N12°45'E a distance of 185.0 feet; thence,  
N29°15'W a distance of 139.9 feet; thence,  
N59°15'W a distance of 72.0 feet; thence,  
N75°45"W a distance of 109.8 feet thence,  
S61°45'W a distance of 126.6 feet; thence,  
S51°15'W a distance of 104.0 feet; thence,

N12°30'W a distance of 431.4 feet; thence,  
N72°15'W a distance of 86.2 feet; thence,  
S66°00'W a distance of 247.0 feet; thence,  
N31°45'W a distance of 137.5 feet; thence,  
N29°30'W a distance of 249.0 feet; thence,  
N10°00'W a distance of 247.00 feet; thence,  
N33°15'W a distance of 104.3 feet; thence,  
N72°15'W a distance of 215.0 feet; thence,  
N21°15'W a distance of 63.5 feet; thence,  
N76°00'E a distance of 427.5 feet; thence,  
N24°45'E a distance of 192.0 feet; thence,  
N49°15'W a distance of 202.3 feet; thence,  
N64°45'W a distance of 392.5 feet; thence,  
S35°30'W a distance of 156.0 feet; thence,  
S11°00'W a distance of 139.0 feet; thence,  
S48°45'W a distance of 185.0 feet; thence,  
S82°30'W a distance of 162.8 feet; thence,  
N26°15'W a distance of 386.3 feet; thence,  
N83°30'W a distance of 275.0 feet; thence,  
N78°30'W a distance of 169.0 feet; thence,  
N46°45'W a distance of 160.0 feet; thence,  
N37°00'W a distance of 229.4 feet; thence,  
N33°45'W a distance of 329.0 feet; thence,  
S86°15'W a distance of 405.0 feet; thence,  
N55°00'W a distance of 112.4 feet; thence,  
N43°00'W a distance of 266.0 feet; thence,  
N32°00'W a distance of 320.0 feet; thence,  
N57°30'W a distance of 217.7 feet; thence,  
N25°45'W a distance of 188.5 feet; thence,  
N0°45'W a distance of 166.0 feet; thence,  
N21°00'W a distance of 335.7 feet; thence,  
N20°30'W a distance of 225.0 feet; thence

continuing N26°45'W along the centerline of Lawrence Creek a distance of 180.0 feet, more or less, to the point of beginning, containing 415.398 acres, more or less.

The plans showing the locations of the centerline station of the westbound main track of the railroad referred to herein are on file at the Chesapeake and Ohio Railway Company, Chief Engineer's Office in Richmond, Virginia.

The plans showing the locations of the centerline stations on the highway referred to herein are on file at the Kentucky Department of Highways in Frankfort, Kentucky.

This being the same property conveyed from East Kentucky Power Cooperative, Inc. to Charleston Bottoms RECC by deed dated June 19, 1973, and recorded in Deed Book 190, Page 139, in the Mason County Clerk's Office.

LESS AND EXCEPT the following

EXCEPTION 1:

All of that certain tract of land, designated as Parcel A on that attached plat identified as GS76-1, and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charleston Bottoms RECC and East Kentucky Power Cooperative; thence, running N 12° 46' 40" E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G 30; thence leaving the existing property line and running N 34° 48' 40" W, and with Baseline "A" a distance of 965.03 feet to a point, and said point further being a concrete monument, with brass cap at station 20+25.33 Baseline "A" whose coordinate values are, N 435913.906, E. 2124942.100, thence, running N 34° 48' 40" W, and with baseline "A" a distance of 1313.42 feet, to a point, and said point further being station 33+38.75 on baseline "A"; thence, leaving Baseline "A", and running S 55° 11' 20" W, a distance of 410.00 feet, to a point, and said point further being 338.75 feet left (north) station 15+90 on Baseline "B", and said point further being the Point of Beginning for Parcel A of this instrument; thence, running S 55° 11' 20" W, a distance of 211.33 feet, to a point, and said point further being 338.75 feet left (north) station 13+78.67 on Baseline "B"; thence, running N 34° 48' 40" W, a distance of 934.75 feet, to a point; thence, running N 55° 11' 20" E, a distance of 154.67 feet, to a point, and said point further being 466.66 feet left (west) station 42+73.50 on Baseline "A"; thence, running S 34° 48' 40" E, a distance of 507.25 feet, to a point;

thence, running N 55° 11' 20" E, a distance of 52.66 feet to a point, and said point further being 414.00 feet left (west) station 37+66.25 on Baseline "A"; thence, running S 34° 48' 40" E, a distance of 249.25 feet, to a point; thence, running N 55° 11' 20" E, a distance of 4.00 feet, to a point; thence, running S 34° 48' 40" E, a distance of 178.25 feet, to the point of beginning; containing 3.852 acres, more or less.

All of that certain trace of land, designated as Parcel B on that attached plat identified as GS76-1 and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charleston Bottoms RECC and East Kentucky Power Cooperative; thence, running N 12° 46' 40" E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G30; thence, leaving the existing property line, and running N 34° 48' 40" W, and with Baseline "A", a distance of 965.03 feet to a point, and said point further being a concrete monument with brass cap at station 20+25.33 Baseline "A" whose coordinate values are, N435913.906, E2124942.100, thence, running N 34° 48' 40" W, and with Baseline "A" a distance of 304.67 feet to a point, and said point further being station 23+30 on Baseline "A", thence leaving Baseline "A", and running S 55° 11' 20" W, a distance of 582.00 feet, to a point, and said point being the Point of Beginning for Parcel B of this instrument; thence, running S 55° 11' 20" W, a distance of 242.00 feet, to a point; thence, running N 34° 48' 40" W, distance of 592.00 feet, to a point, and said point further being 78 feet right (south) station 11+76 on Baseline "B"; thence, running N 55° 11' 20" E, a distance of 242.00 feet, to a point, and said point being 78 feet right (south) station 14+18 on Baseline "B", and said point further being 582 feet left (west) station 29+22 on Baseline "A"; (thence running S 34° 48' 40" E, a distance of 529.00 feet, to the point of beginning; containing 3.289 acres, more or less.

All of that certain tract of land, designated as Parcel C on that attached plat identified as GS76-1 and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follow, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charleston Bottoms RECC and East Kentucky Power Cooperative; thence, running N 12° 46' 40" E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G30; thence, leaving the existing property line, and running N 34° 48' 40" W, and with Baseline "A", a distance of 1939.70 feet, to a point, and said point being the intersection of Baseline "A" and Baseline "B", at station 30+00 on Baseline "A" and station 20+00 on Baseline "B"; thence, running N 55° 11' 20" E; and with Baseline "B", a distance of 179.39 feet to a point, and said point further being a concrete monument, with brass cap at station 21+79.39 Baseline "B" whose coordinate values are, N436836.478, E2124580.130, thence running N 55° 11' 20" E and with Baseline "B", a distance of 766.11 feet, to a point, and said point being station 29+45.50 on Baseline "B"; thence, leaving Baseline "B" and running 3.25 feet to a point, and said point being the Point of Beginning for Parcel C of this instrument; thence, running N 34° 48' 40" W, a distance of 100.50 feet, to a point; thence, running N 55° 11' 20" E, a distance of 609.00 feet, to point; thence, running S 34° 48' 40" E, a distance of 100.50 feet to a point, and said point being 3.25 feet left (north) station 35+54.30 on Baseline "B"; thence running S 55° 11' 20" W, a distance of 609.00 feet, to the point of beginning; containing 1.405 acres, more or less.

The plans showing the locations of the baselines referred to herein are on file at the East Kentucky Power Cooperative Office located in Winchester, Kentucky.

The plans showing the locations of the centerline stations on the highway referred to herein are on file at the Kentucky Department of Highways in Frankfort, Kentucky.

The coordinates referred to herein are based on the Plane Coordinate System of Kentucky.

The three (3) tracts of land, hereinabove described and referred to as Parcels A, B, and C, are as shown on that plat identified as GS76-1 that is attached hereto and made a part hereof.

Exception 1 being the same property conveyed to East Kentucky Power Cooperative, Inc. by deed dated December 13, 1976, of record in Deed Book 198, Page 640, in the Mason County Clerk's Office.

EXCEPTION 2:

PARCEL A -1

A certain parcel of land located in Mason County, Kentucky, situated near KY 8 approximately 3.5 miles northwest of Maysville, and being more particularly described as follows:

Commencing at a point in the exiting right of way of KY 8, as Baseline "A" Station 4+83.60, thence along Baseline "A",

North 12°46'40" East 576.70 feet to Baseline "A" Station 10+60.30, thence,

North 34°48'40" West 2163.73 feet to Baseline "A" Station 32+24.03, thence leaving Baseline "A", through property of Charleston Bottoms Rural Electric Power Cooperative Corporation,

South 51°11'20" West 621.33 feet to an Iron Pin and Cap 224.03 feet left of Baseline "B" Station 13+78.67, at the Point of Beginning, corner to Charleston Bottoms Rural Electric Power Cooperating Corporation, thence with Charleston Bottoms Rural Electric Power Cooperative Corporation,

South 51°11'20" West 179.09 feet to an Iron Pin and Cap, 224.03 feet left of Baseline "B" Station 11+99.58, thence,

North 34°48'40" West 750.07 feet to an Iron Pin and Cap, 800.42 feet left of Baseline "A" Station 39+74.10, thence,

North 55°11'20" East 179.09 feet to an Iron Pin and Cap, 621.33 feet left of Baseline "A" Station 39+74.10, thence

South 34°48'40" East 750.07 feet to the Point of Beginning, containing 3.084 Acres.

PARCEL B-1

A certain parcel of land located in Mason County, Kentucky, situation near KY 8 approximately 3.5 miles northwest of Maysville, and begin more particularly described as follows:

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A",

North 12°46'40" East 576.70 feet to Baseline "A" Station 10+60.30, thence

North 34°48'40" West 1269.70 feet to Baseline "A" Station 23+30, thence leaving Baseline "A", through property of Charleston Bottoms Rural Electric Power Cooperative Corporation,

South 55°11'20" West 824.00 feet to an Iron Pin and Cap 824.00 feet left of Baseline "A" Station 23+30, at the Point of Beginning, corner to Charleston Bottoms Rural Electric Power Cooperative Corporation,

South 55°11'20" West 250.00 feet to an Iron Pin and Cap 1074.00 feet left of Baseline "A" Station 23+30, thence,

North 34°48'40" West 592.00 feet to an Iron Pin and Cap, 78.00 feet right of Baseline "B" Station 9+26, thence,

North 55°11'20" East 250.00 feet to an Iron Pin and Cap, 78 feet right of Baseline "B" Station 11+76, thence,

South 34°48'40" East 592.00 feet to the Point of Beginning, containing 3.398 Acres.

#### PARCEL C-1

A certain parcel of land located in Mason County, Kentucky, situated near KY 8 approximately 3.5 miles north west of Maysville, and being more particularly described as follows:

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A",

North 12°46'40" East 576.70 feet to Baseline "A" Stations 10+60.30, thence

North 34°48'40" West 1685.45 feet to Baseline "A" Station 27+45.75, thence leaving Baseline "A", through property of Charleston Bottoms Rural Electric Power Cooperative Corporation,

North 55°11'20" East 394.17 feet to the Point of Beginning, thence through Charleston Bottoms Rural Electric Power Cooperative



Corporation,

North 34°48'40" West 68.00 feet to an Iron Pin and Cap, 186.25 feet right of Baseline "B" Station 23+94.17, thence,

North 55°11'20" East 483.83 feet to an Iron Pin and Cap, 186.25 feet right of Baseline "B" Station 28+78, thence,

South 34°48'40" East 68.00 feet to an Iron Pin and Cap, 254.25 feet right of Baseline "B" Station 28+78, thence,

South 55°11'20" West 483.83 feet to the Point of Beginning, containing 0.755 Acres.

The three (3) tracts of land, hereinabove described and referred to as Parcels A-1, B-1 and C-1, are as shown on that plat of record in Plat Book 2, Page 98 in the Mason County Clerk's Office.

Exception 2 being the same property conveyed to East Kentucky Power Cooperative, Inc. by deed dated April 30, 2002, of record in Deed Book 295, Page 341, in the Mason County Clerk's Office.

EXCEPTION 3:

PARCEL A-2

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A", North 12°46'40" East 576.70 feet to Baseline "A" Station 10+60.30, thence, North 34°48'40" West 2163.73 feet to Baseline "A" Station 32+24.03, thence leaving Baseline "A", thorough property of Charleston Bottoms Rural Electric Power Cooperative Corporation, South 55°11'20" West 800.42 feet to an Iron Pin and Cap 224.03 feet left on Baseline "B" Station 11+99.58, at the POINT OF BEGINNING, corner to Charleston Bottoms Rural Electric Power Cooperative Corporation, thence with Charleston Bottoms Rural Electric Power Cooperative, South 55°11'20" West 196.00 feet to an Iron Pin and Cap, 224.03 feet left of Baseline "B" Station 10+03.58, thence, North 34°48'40" West 750.07 feet to an Iron Pin and Cap, 996.42 feet left of Baseline "A" Station 39+74.10, thence, North 55°11'20" East 179.09 feet to an Iron Pin and Cap, 800.42 feet left of Baseline "A" Station 39+74.10, thence, South 34°48'40" East 750.07 feet to the POINT OF BEGINNING, containing 3.375 Acres.

#### PARCEL B-2

A certain parcel of land located in Mason County, Kentucky, situated near KY 8 approximately 3.5 miles northwest of Maysville, and being more particularly described as follows:

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A", North 12°46'40" East 576.70 feet to Baseline "A" Station 10+60.30, thence, North 34°48'40" West 1939.70 feet to Baseline "A" Station 30+00, and 20+00 Baseline "B", thence along Baseline "B", South 55°11'20" West 1122.00 feet to a point, thence, South 34°48'40" East 78.00 feet to the Point of Beginning, 78.00 feet right of Baseline "B" Station 8+76, thence, through property of Charleston Bottoms Rural Electric Power Cooperative Corporation, North 34°48'40" West 50.000 feet to an Iron Pin and Cap, 78.00 feet right of Baseline "B" Station 9+26, thence, South 34°48'40" East 592.00 feet to an Iron Pin and Cap, 1074.00 feet left of Baseline "A" Station 23+30, thence, South 55°11'20" West 50.00 feet to an Iron Pin and Cap, 1124.00 feet left of Baseline "A" Station 23+30, thence North 55° 11'20" East 250.00 feet to the Point of Beginning, containing 0.680 Acres.

#### PARCEL C-2

A certain parcel of land located in Mason County, Kentucky, situated near KY 8 approximately 3.5 miles northwest of Maysville, and being more particularly described as follows:

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A", North 12°46'40" East 576.70 feet to Baseline "A" Station 10+60.30, thence, North 34°48'40" West 1243.70 feet to Baseline "A" Station 23+04, thence leaving Baseline "A", through property of Charleston Bottoms Rural Electric Power Cooperative Corporation, North 55°11'20" East 515.69 feet to the Point of Beginning, thence through Charleston Bottoms Rural Electric Power Cooperative Corporation, North 34°48'40" West 68.00 feet to a an Iron Pin and Cap, 515.69 feet right of Baseline "A" Station 23+72, and 628.00 feet right of Baseline "B" Station 25+15.69, thence, North 55°11'20" East 483.83 feet to an Iron Pin and Cap, 628.00 feet right of Baseline "B" Station 29+99.52, thence, South 34°48'40" East 68.00 feet to an Iron Pin and Cap, 696.00 feet right of Baseline "B" Station 29+99.52, thence, South 55°11'20" West 483.83 feet to the Point of Beginning, containing 0.755 Acres.

Exception 3 being the same property conveyed to East Kentucky Power Cooperative, Inc. by deed dated December 5, 2006, of record in Deed Book 318, Page 519, in the Mason County Clerk's Office.

Being the same property conveyed by Charleston Bottoms RECC to East Kentucky Power Cooperative, Inc., by deed dated October 11, 2012 and recorded in Deed Book 341 Page 90, in the Mason County Clerk's Office.

**417. All the tracts of property comprising the site of the J. K. Smith Station as follows:**

Tract SM-1

A certain tract or parcel of land situated in Clark County, Kentucky, about nine miles East of Winchester, on the Red River road, and bounded and described as follows:

BEGINNING at a post, corner to I. B. Haggard and Ora Haggard; thence along Ora Haggard's line South 83 degrees 00' West 1457 feet; thence North 2 degrees 35' West 1462 feet to a post, corner to said Haggard and Andy Dykes; thence along Dykes' line South 83 degrees 00' West 320 feet; thence North 81 degrees 30' West 790 feet to Oak tree, corner to Haggard and John Hisle; thence along Hisle's line South 10 degrees 00' West 970 feet to post, corner to said Hisle and Jesse Haggard; thence down a ravine and along Haggard's line South 51 degrees 30' East 140 feet; thence South 35 degrees 00' East 140 feet; thence South 67 degrees 45' East 160 feet; thence South 43 degrees 00' East 74 feet; thence South 29 degrees 00' East 256 feet; thence South 36 degrees 00' East 188 feet; thence South 26 degrees 00' East 80 feet; thence South 14 degrees 00' East 160 feet; thence South 6 degrees 30' West 130 feet, corner to Haggard and Osborne; thence South 7 degrees 00' East 385 feet; thence South 1 degree 45' East 313 feet to gate post, corner to Osborne and J. Ballard estate; thence along Ballard line North 89 degrees 00' East 572 feet to post, corner to same; thence South 5 degrees 00' East 260 feet; thence South 3 degrees 30' East 640 feet; thence South 1 degrees 30' East 108 feet; thence South 7 degrees 30' East 88 feet; thence South 9 degrees 00' East 100 feet; thence South 12 degrees 00' East 217 feet to post, corner to Ballard and Osborne; thence along Osborne and Richardson's lines North 84 degrees 00' East 1542 feet to post corner to I. B. Haggard; thence along Haggard's line North 16 degrees 00' East 3025 feet to the place of beginning, containing 223-14/100 acres, more or less.

Tract 2: Beginning at a corner post on the north bank of a branch, said post being about 600 yards north of the Hunt-Red River Road and about 100 yards west of the first fork in the north fork of Cotton Creek, a corner to W. A. Ballard; thence with said Ballard and the existing fence N 22°10' W 533 feet to a point in the fence; thence N 21°49' W 347 feet to a twin 8 inch white oak in the fence corner; thence S 85°54' E 113 feet to a point in the fence; N 88°26' E 192.8 feet to a point in the fence on the east bank of a branch; thence S 83°35' E 204 feet to a point in the fence; thence N 84°13' E 267 feet to a corner fence post on the east side of the north fork of Cotton Creek; thence up said fork with the existing fence N 1°09' E 169 feet to a point in the fence on the east bank of same; thence crossing the fork N 2°54' W 188 feet to a point in the fence; thence N 7°11' W 72 feet to a 6 inch Walnut in the fence; thence N 15°43' W 105 feet to an 8 inch oak in the fence; thence N 1°12' W 148 feet to a 14 inch sycamore in the fence corner at the forks of the branch, a corner to W. A. Ballard and Oliver Wood, Jr.; thence with said Wood and the existing fence up said branch N 63°07' W 102 feet to a point in the fence; thence N 65°46' W 211 feet to a 6 inch Walnut in the fence corner on the south bank of the branch; thence leaving the branch with Woods' line S 54°55' W 69.2 feet to a point in the fence; thence S 50°08' W 699 feet to a corner fence post; thence N 41°23' W 453 feet to a point in the fence; thence N 38°40' W 229 feet to a point in the fence; thence N 34°54' W 78 feet to a corner fence post at a gate; thence S 42°47' W 18.5 feet crossing the road to a 20 inch forked Cedar in the fence corner, a corner to Oliver Wood, Jr., and Roy Haggard; thence with said Haggard and the existing fence N 59°55' W 301 feet to a point in the fence; thence N 62° 25' W 456 feet to an 18 inch Maple in the fence corner, a corner to Roy Haggard and Lynwood Wiseman; thence with said Wiseman and the old fence line S 67°43' E 180 feet to a fence post on the west bank of a branch; thence crossing the branch S 63°10' E 87 feet to an 8 inch Walnut; thence S 66°20' E 145.8 feet to a 16 inch cedar; thence down the west side of the branch S 11°25' W 193.8 feet to a 14 inch Burr Oak; thence S 17°14' W 43 feet crossing the forks of the branch to a set stone on the west bank; thence continuing with the meanders of the branch S 41°30' E 90 feet; S 58°50' E 90 feet; S 31°30' E 120 feet; S 36°05' E 153 feet to the corner of a wire and stone fence on the west bank at the mouth of the branch, a corner to W. A. Ballard; thence with said Ballard, down the branch; thence S 36°56' E 53 feet crossing said drain to a 20 inch black oak in the fence; thence down the branch with the existing fence S 65°59' E 54 feet to a 12 inch forked cedar in the fence; thence S 12°21' E 63.7 feet to an angle in the fence; thence S 34°55' E 85.7 feet to a point in the fence; thence S 34° 07' E 172 feet to a Walnut snag in the fence; thence S 7°01' W 39 feet to an 8 inch twin Walnut in the fence corner on the west side of the branch; thence S 47°42' E 86 feet crossing the branch to a point in the fence on the east bank of said branch; thence S 52°22' E 100 feet to a point in the

fence; thence S 48°41' E 117 feet to a 4 inch dogwood in the fence; thence S 57°20' E 146 feet to a point in the fence; thence S 69°30' E 100 feet to a point in the fence; thence S 60°05' E 166 feet to the beginning, containing an area of 37.325 acres more or less.

Being the same property conveyed from Michael Rowady, Master Comisser for Clark Circuit Court on behalf of Oliver Wood, et al, by Master Commissioner's Deed dated August 12, 1981, and recorded in Deed Book 250, Page 509, Clark County Clerk's Office.

#### Tract SM-2

The following tracts of land located in southeastern Clark County:

Tract One: Beginning at a post corner to Booth and Asa Kidd; thence along Asa Kidd's remaining property n 6°20' E 970 feet to a stake; thence N 4°10' W 485 feet to a stake in Hignite's line; thence along his line S 83°30' W 1605 feet to a stone corner to Booth; thence along Booth's line S 2° 50' E 1465 feet to a stone corner to same; thence N 82°25' E 1468 feet to the place of beginning, containing 51.945 acres of land.

Tract Three: Beginning at a post corner to Goolman and in line of Floyd T. Willoughby's present farm; thence N 17° 20' W 654 feet to post corner to Goolman and in Goodes original line (now Shelby Harris); thence along said line N 86° 00' W 383.4 feet to south bank of Howards Upper Creek; thence crossing said creek N 69° 00' W 297 feet to the north bank of said creek; thence S 89° 45' W 107.3 feet; S 67° 30' W 450 feet to center of said creek and division line between Andrew and Roscoe Dykes and said Willoughby and a small creek entering same from South; thence up said division line the average of said small creek S 11° 00' E 260 feet; thence S 27° 10' E 134 feet; thence S 08° 00' E 148 feet to post on south side of creek; thence S 06° 15' W 475 feet to center of stone fence and corner in Haggard line, and corner to said Dykes; thence along Haggard and Willoughby line passing corner to same at approximately 130 feet; said line in all is N 83° 10' E 562 feet to a sugar tree stump, corner to Willoughby by presence farm; thence N 07° 30' W 248 feet to post corner to said Willoughby; thence continuing along Willoughby line N 80° 45' E 1107 feet to a post the place of beginning, containing 30.8 acres of land.

Being a portion of the same property conveyed from Sarah Willoughby to East Kentucky Power Cooperative, Inc. by Deed dated May 29, 1979, and recorded in Deed Book 241, Page 210, Clark County Clerk's Office.

Tract SM-3

A certain tract or parcel of land in Clark County, Kentucky, lying on the waters of Upper Howards Creek and bounded on the North by lands of Haggard; on the East by Osborne heirs; on the South by Ballard and on the West by Wilson and Portwood, containing 19 acres more or less.

Being the same property conveyed from Lynwood Wiseman, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 9, 1979, and recorded in Deed Book 240, Page 305, Clark County Clerk's Office.

Tract SM-4

All that certain tract of land, lying and being in the County of Clark, State of Kentucky located about twelve (12) miles southeast of Winchester, Kentucky, and being on the south side of Kentucky Highway 974 known as the Red River Road on the waters of Bull Run Creek, a tributary of the Kentucky River, and being more particularly described as follows: BEGINNING at a fence post corner in the line of the old original line common to Leoff Curtis on the north bank of the Bull Run Creek; thence S 75°41' E 142.7 feet to a 24 inch elm on the north bank of said creek, corner to William Sams; thence N 02°21' E at 202.0 feet passing an iron pipe, in all 213.0 feet to a bottle cap in the center of the Red River Road common to William Sams and in the line of John Richardson; thence with the corner of said road N 86°09' W 168.9 feet to a bottle cap in the center of said road, common to Leoff Curtis and in the line of said Richardson; thence S 06°30' E in part with said original line at 11.2 feet passing the fence corner, in all 190.1 feet to the beginning, containing an area of 0.70 acres more or less.

Being the same property conveyed from Mary I. Smith to East Kentucky Power Cooperative, Inc. by Deed dated March 28, 1979, and recorded in Deed Book 240, Page 197, Clark County Clerk's Office.

Tract SM-5

That certain tract of land in Clark County 1.2 miles southwest of Trapp described as follows:

Tract 2. Beginning at an Iron Pin at a fence post, said point being on the north side of the entrance to said tract approximately 1400 feet along the passway from Red River Road, a common corner to Richardson, and coordinates of said point being N 134,964.586, E 2,041,472.928 of the Kentucky State Plane Coordinate System – North Zone, thence with the line of Richardson;

1. South 03°08' East 456.46 feet to an Iron Pin at a fence post, thence
2. South 86°37' West 265.99 feet to a set stone, thence
3. South 04°53' West 750.39 feet to an Iron Pin at a fence post, common corner to Scobee and Tract 2, thence with the common division line of Tract 2
4. North 72°00' West 1377.32 feet to an Iron Pin, thence
5. South 85°15' West 190.48 feet to an Iron Pin, thence
6. North 84°13' West 538.58 feet to an Iron Pin, common corner to Scobee and East Kentucky Power, thence with the line of East Ky. Power
7. North 07°38' West 100.22 feet to an Iron Pin at centerline of gas line, thence
8. North 05°43' West 494.51 feet tot a 24" Sycamore, thence
9. North 06°36' West 550.28 feet to an Iron Pin at a fence post, thence
10. South 82°05' East 604.62 feet to an Iron Pin at a fence post, thence
11. North 13°52' East 366.37 feet to an Iron Pin, thence
12. North 12°49' East 216.12 feet to an Iron Pin at a fence post, thence
13. North 79°56' East 622.19 feet to an Iron Pin at a fence post, common corner to East Kentucky Power and Thomas, thence with the line of Thomas
14. South 24°24' East 331.21 feet to an Iron Pin at a fence post, thence
15. South 72°18' East 161.35 feet to an Iron Pin at a fence post on the west side of farm road, thence
16. South 73°43' East 697.64 feet to an Iron Pin at centerline of gas line, thence
17. South 73°16' East 127.89 feet to an Iron Pin at a fence post, common corner to Thomas and Richardson, thence with the line of Richardson
18. South 06°39' East 112.31 feet to an Iron Pin at the centerline of gas line; thence
19. South 04°42' East 281.16 feet to the beginning containing 81.56 acres more or less

Being the same property conveyed from Robert H. Scobee to East Kentucky Power Cooperative, Inc. by Deed dated June 20, 1980, and recorded in Deed Book 245, Page 493, Clark County Clerk's Office.

Tract SM-6

Beginning at a post corner to Asa Kidd and Ira Haggard; thence along Asa Kidd's line N 15°00' E 254 feet to a locust tree; thence N 2°30' W 1435 feet to a post corner to Hignite and Goolman; thence along same S 79°30' W 692 feet; thence S 81°00' W 508 feet to post; thence S 8°00' E 252 feet to post corner to same; thence S 83°30' W 444 feet to post in Hignite's line and corner to Ora Haggard; thence along Haggard's line s 4°10' E 485 feet;

thence 6° W 970 feet to post corner to Ora Haggard and Booth and Ira Haggard; thence along Ira Haggard's line N 82°30' E 981 feet to walnut tree; thence N 86°30' E 130 feet to walnut tree; thence N 80°30' E 326 feet to oak tree; thence N 64°30' E 161 feet to a walnut tree; thence N 78°10' E 91 feet to the place of beginning, containing 60.861 acres.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. as follows:

- from Sarah Willoughby by deed dated May 29, 1979, and recorded in Deed Book 241, Page 210;
- from Harold Willoughby, et al, by deed dated January 22, 1980, and recorded in Deed Book 245, Page 539;
- from Beulah Barnett, et al, by deed dated May 29, 1979, and recorded in Deed Book 241, Page 214; and,
- from Katherine Bowen, et vir, by Special Commissioner's Deed dated July 12, 1984, and recorded in Deed Book 264, Page 195.

All documents are of record in the Clark County Clerk's Office.

#### Tract SM-7

Lying on the waters of Bull Run Creek. Beginning at a point in William Oliver's line, thence with Oliver's line N45 East about 48 poles to a drain corner to Dr. W. S. Tuttle thence with his line to Mary Burner's line thence with her line down the Creek about 35 poles, thence East with a division line between said Chambers and Watkins to the beginning, containing 15 acres more or less.

Being the same property conveyed from Roscoe Watkins, et al, to East Kentucky Power Cooperative, Inc. by Deed dated May 4, 1979, and recorded in Deed Book 240, Page 679, Clark County Clerk's Office.

#### Tract SM-8

A certain tract of land adjoining the Red River Pike in Clark County, Kentucky, and bounded and described as follows:

Beginning at a stone corner on the south margin of said pike, and corner to D. Brock; thence with said Brock's line S 64 ¼° W 352.9 feet to a stone corner to same; thence S 35° W 225.5 feet to a walnut tree, corner to same; thence S 1 ½° W 389.5 feet to a stone corner to said Brock; thence S 31° W 308 feet to a stone corner to said Brock and Osborne; thence N 74 ¼° W 631.7 feet to a stone corner, thence N 24 ¼° W 337.5 feet to a stake, corner to Charlie Oliver; thence N 4° E 363 feet to a stake corner; thence N 11° 25'



E 543.2 feet to James Henry; thence 4° 40' E 561 feet to a stone corner and continued in all 570 feet to the middle of said pike; thence with the middle of same N 88° E 265 feet; S 80° E 105 feet; S 68° E 261 feet; S 40° 35' E 252 feet; S 28° E 124.3 feet; S 17 ¼° E 175 feet; thence N 44 ¾° E 200 feet; S 27 ½° E 120 feet; S 40 ½° E 147 feet to the beginning, containing 38.4 acres, more or less of land.

Being the same property conveyed from Grace Thomas to East Kentucky Power Cooperative, Inc. by Deed dated July 25, 1980, and recorded in Deed Book 246, Page 11, Clark County Clerk's Office.

Tract SM-9

That certain tract of land in Clark County lying near the waters of Upper Howards Creek:

Beginning in the center of the Cotton Branch Road; thence along same S 79° 40' E 499 feet; thence along average center of said road, Goolman's line, N 21° 55' E 313 feet; thence N 23° 45' E 200 feet; thence N 12° 30' E 350 feet; thence N 52° 25' E 400 feet; thence N 47° 50' E 200 feet; thence N 62° 10' E 200 feet; thence N 45° E 240 feet; thence N 39° 30' E 272 feet; thence N 59° 10' E 180 feet; thence N 20° 30' E 290 feet; thence N 11° E 175 feet; thence N 02° 50' W 350 feet; thence N 25° E 510 feet; thence North 500 feet, corner to John Todd; thence continuing in the road along Todd's line N 19° 30' E 220 feet; thence N 01° W 106 feet to edge of Howards Creek; thence crossing same N 32° 25' E 230 feet; thence N 25° 20' W 400 feet; thence N 06° 30' E 170 feet; thence N 61° 40' W 310 feet; thence N 45° 10' W 404 feet to gate, corner to Todd; thence S 49° 50' W 50 feet; thence N 57° 10' W 179 feet to corner to Ernest Goolman and H. S. Richardson; thence along their line S 56° 30' W 349 feet; thence S 82° 15' W 48 feet; thence S 39° 40' W 466 feet; thence S 80° 45' W 1152 feet, corner in line of Ora Haggard and Floyd Willoughby; thence S 02° 30' E 972 feet; thence S 15° W 254 feet to corner of Haggard and Willoughby; thence S 10' W 169 feet; thence S 06° 30' W 145 feet; thence S 18° 35' E 304 feet; thence South 127 feet; thence S 16° 30' W 345 feet; thence S 14° E 530 feet; thence S 17° E 400 feet; thence S 50' E 1076 feet to the beginning, containing 199.9 acres, more or less.

Being the same property conveyed from Robert D. Stone, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 11, 1980, and recorded in Deed Book 246, Page 184, Clark County Clerk's Office.

Tract SM-10

Beginning at a stone corner to Elizabeth Quisenberry thirteen links from the center of the pike S 2-3/4° W 129 poles to the Kentucky River; thence down said river binding on the North bank N 80° W 19 poles, S 82° W 30 poles to a stake corner to Oliver; thence with his line N 6-1/2° W 133 poles to a stake in the Allensville Pike; thence with said pike s 4-1/2° E 61.44 poles to the beginning containing 45 acres of land, more or less.

There is excepted herefrom .70 acres previously conveyed to Mary Smith by Deed dated November 20, 1970, recorded in Deed Book 196, Page 77, Clark County Records.

Being the same property conveyed from William T. Sams, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 28, 1979, and recorded in Deed Book 240, Page 200, Clark County Clerk's Office.

Tract SM-11

Tract I. A certain tract of land in the Allensville turnpike in Clark County, Kentucky, and bounded as follows: Beginning at a stake corner to the McKinney heirs; thence with their line N 11 1/2° E 11 poles to a stone corner to said heirs, N 71 1/2° E 40 poles to a stone; thence N 80° E 28.5 poles to a stone; thence S 2 1/2° E 10 poles to a stone; thence S 14° E 32.2 poles to a stone in said piece; thence with same N 84 3/4° W 76.34 poles to the beginning, containing 15 acres, 1 rood, and 29 square poles, more or less.

Tract II. A certain tract or parcel of land in Clark County, Kentucky, at a stake in the Allensville Pike, corner to L. P. Brock land; thence west with the center of said pike to a stake in the Willis Hisle line; thence east with said Hisle line to a stone corner in the said Willis Hisle and L. P. Brock; thence S 2° E 11 poles to the beginning, containing four acres of land, more or less

Being the same property conveyed from John D. Richardson, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 4, 1979, and recorded in Deed Book 240, Page 326, Clark County Clerk's Office.

Tract SM-12

A certain tract or parcel of land situated on the Red River Pike in Clark County, Kentucky, about ten miles from Winchester, Kentucky, bounded as follows:

Beginning at a stone on the south side of said pike, corner to L.D. Brock; thence along his line S 1° 30' E 494 feet to a stone corner to same; thence N 80° W 920 feet to a post corner to L. D. Brock and Wm. Osborne; thence along Osborne's line S 4° E 853 feet to a post corner to Osborne; thence S 87° 10' W 267 feet to a stone corner to Osborne; thence S 4° 15' W 747 feet to a post corner to Osborne; thence S 69° 50' E 1216 feet to a stone near a ravine, corner to Wright heirs and Curtis; thence N 30° 33' E 289 feet to a sugar tree corner to R. L. Curtis; thence N 80° E 403 feet to a walnut tree, corner to Curtis; thence S 70° E 180 feet to a walnut tree; thence S 16° 30' E 388 feet to a hackberry tree; thence S 31° 30' E 326 feet to center of Bull Run Creek, corner to Curtis; thence up the average center of creek N 73° 30' E 185 feet; thence N 47° E 256 feet; thence N 63° 30' E 231 feet; thence N 49° E 260 feet to the center of Bull Run Creek; thence N 29° 30' E 350 feet; thence N 18° E 100 feet; thence N 4° 100' W 180 feet; thence along the creek N 32° 30' E 170 feet to center of the pike; thence along the average center of same N 20° W 320 feet; thence N 34° W 470 feet; thence N 52° W 325 feet; thence N 61° W 440 feet; thence N 59° 45' W 260 feet; thence N 21° 30' W 280 feet; thence N 1° 30' E 210 feet; thence N 37° 45' W 310 feet; thence S 75° 30' W 120 feet; thence S 6° 30' W 235 feet; thence S 60° W 380 feet; thence S 81° W 50 feet to the place of beginning containing 131.16 acres of land.

There is excepted from the above described real estate a tract of land containing approximately 1.41 acres for the Brock Cemetery together with the right of ingress and egress thereto which tract of land is located in Clark County, Kentucky, approximately 13.2 miles southeast of Winchester and 1.2 miles southwest of Trapp along Highway 89 and being west of Highway 89 along the Red River Road approximately 2.5 miles, a passway to said tract being approximately 700 feet west of the intersection of Goolman Road and Red River Road and which exception is more particularly described as follows:

Beginning at a set Iron Pin, said point being approximately 1700 feet along the passway from Red River Road and bears North 11° 53' East 156.34 feet from an iron pin/fencepost corner at Scobee, a common corner to Tract 2 (Scobee) and Tract 1 (Richardson Heirs), and coordinates of said point being N 134,661.805, E 2,041,530.076 of the Kentucky State Plane Coordinate System – North Zone, thence with the common division line with Tract 1, N 09° 25' W 132.53 feet to an Iron Pin; thence N 05° 30' E 64.84 feet to an Iron Pin; thence N 43° 22' E 92.44 feet crossing the road to an Iron Pin; thence S 34° 07' E 190.32 feet to an Iron Pin at a fence post, said point being the existing corner of the cemetery tract; thence with the fence line of said cemetery S 73° 37' E 182.92 feet to an Iron Pin at a fence post; thence leaving said fence S 72° 57' East 19.96 feet to an Iron Pin; thence S 15° 21'

W 130.15 feet to an Iron Pin; thence N 79° 08' W 20.03 feet to an Iron Pin at a fence post, said point being corner to existing cemetery fence; thence with said fence N 74° 18' W 53.39 feet to an Iron Pin at a fence post; thence S 86° 15' W 36.40 feet to an Iron Pin at a fence post, thence N 66° 36' W 102.81 feet to an Iron Pin at a fence post, said point being a corner to the existing cemetery fence; thence N 79° 19' W 115.15 feet to the beginning containing 1.41 acres, more or less.

Being the same property conveyed from Earl Richardson, et al, to East Kentucky Power Cooperative, Inc. by Deed dated August 18, 1980, and recorded in Deed Book 246, Page 261, Clark County Clerk's Office.

#### Tract SM-13

A certain tract of land in the county and state aforesaid and adjoining the Allensville and Mouth of Red River Turnpike, beginning at a point in the center of said pike, and corner to said Farney; thence with the meanders of said pike and with the average middle thereof S 74 ½° E 9.12 poles, S 1/4° E 13 poles, S 32 ½° E 11 poles, S 49 ¼° E 31 poles to a stone near the margin of the metal of said pike, corner to Asa Brock; thence departing from said pike and with a line of said Brock S 2 ½° E 30 poles to a stone, corner to said Brock; thence with a line of same N 81° W 55.4 poles to a stone, corner to Claiborn Brock; thence 22.6 with his line N 74 ¼° W 22.6 poles to a stone corner to said Farney; thence with his line N 30 ¼° E 18.9 poles to a stone; thence N 1 ¼° E 23.6 poles to a walnut; thence N 34-3/4° E 13.6 poles to a stone; thence N 64° E 21.8 poles to the beginning, containing 21 acres, 3 roods and 32 square poles (21.95 acres).

Being the same property conveyed from Earl Richardson, et al, to East Kentucky Power Cooperative, Inc. by Deed dated April 21, 1981, and recorded in Deed Book 250, Page 183, Clark County Clerk's Office.

#### Tract SM-14

Tract 1. A certain tract or parcel of land situated in Clark County, Kentucky, on Cotton Branch, and bounded as follows: BEGINNING at a stone corner to Lot No. 21; thence east 685 feet to a stone; thence east 423 feet to a stone, corner to Lot No. 4; thence north 177 feet to a hickory tree in A. N. Bush's line, corner to Lot No. 4; thence 917 feet with A. N. Bush's line to an oak tree, corner to Lot No. 2; thence south with agreed line 550 feet to the beginning, containing six (6) acres, more or less, and being Lot No. 1 in the division of the lands of George Osborne, deceased, and devised to his heirs by Will dated November 8, 1899 of record in the Clark County Court Clerk's Office in Will Book 2, Page 94.

Tract 2. A tract of land containing 1-1/2 acres and located on Cotton Branch in Clark County, Kentucky together with the residence thereon and described as follows: BEGINNING at the mouth of a small branch and near the public road; thence up said branch S 78-1/2° E 12.64 poles to a stake; thence N 53-3/4° E 12.64 poles to a stake; thence N 78-1/4° W 12.64 poles to a stake in the center of Cotton Branch; thence down said branch S 52-3/4° W 12.64 poles to the beginning, containing one (1) acre, more or less.

Also another small tract adjoining the aforesaid land and bounded by the lands of Jerry Reeves and Elizabeth Osborne, Nat Tuttle, Mattie Henry and Hannah Henry, and being just enough to straighten the upper line fence of Hannah Henry and Mattie Henry, and containing about one-fourth (1/4) of an acre of land.

Tract 3. A certain tract of land situated in Clark County, Kentucky, on Cotton Branch and bounded as follows: BEGINNING at a hickory tree, corner to Lot No. 3; thence east with A. N. Bush and Amanda Tuttle's line 790 feet to a stone corner to Amanda Tuttle; thence south with Amanda Tuttle and I.N. Tuttle's lines 384 feet to a corner to John Brock; thence with his lines 1346 feet to a stone in the line of Lot No. 3; thence east 423 feet with the line of Lot No. 3 to a stone corner to Lot No. 3; thence north with the line of Lot No. 3 a distance of 177 feet to the beginning, containing six (6) acres, more or less, and being Lot No. 4 in the division of lands of George A. Osborne.

Being the same property conveyed from George N. Osborne, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 2, 1981, and recorded in Deed Book 248, Page 184, Clark County Clerk's Office.

Tract SM-15

A certain tract of land on the waters of Bull Run Creek in Clark County, Kentucky, on the south side of the Allensville-Red River Road and being more particularly described as follows:

Beginning at a p.k. nail in the centerline of Allensville-Red River Road a corner common to Dewey Barrett, thence meandering with the centerline of said road, S 58° 44' E 133.92 feet to a p.k. nail, S 52° 51' E 138.09 feet to a p.k. nail, S 57° 01' E 65.82 feet to a p.k. nail, S 65° 27' E 75.85 feet to a p.k. nail, S 59° 24' E 45.02 feet to a p.k. nail, S 48° 49' E 119.21 feet to a p.k. nail, S 60° 26' E 40.35 feet to a p.k. nail, S 78° 23' E 46.08 feet to a p.k. nail, S 80° 02' E 98.56 feet to a p.k. nail, S 82° 17' E 99.18 feet to a p.k. nail, S 85° 26' E 103.82 feet to a p.k. nail, S 89° 59' E 59.32 feet to a p.k.

nail, N 83° 41' E 54.06 feet to a p.k. nail, S 87° 41' E 39.81 feet to a p.k. nail, S 44° 09' E 32.38 feet to a p.k. nail, S 20° 43' E 32.70 feet to a p.k. nail, S 01° 26' W 32.48 feet to a p.k. nail, S 19° 35' W 38.78 feet to a p.k. nail and S 24° 42' W 53.44 feet to a p.k. nail in the centerline of Red River Road a common corner to Handy; thence with a division line between Tracts 1a and 1b, S 72° 53' W 408.69 feet to an iron pin; thence S 15° 24' E 240.36 feet to an iron pin; thence S 07° 12' W 160.22 feet to an iron pin; thence S 66° 00' W 111.68 feet to an iron pin; thence S 52° 50' W 74.32 feet to an iron pipe in a fence a corner common to tract 1b and Eurell Chambers; thence with said Chambers, N 82° 19' W 910.43 feet to an iron pipe in the fence, a corner common to Barrett; thence N 13° 11' E 801.04 feet to an iron pipe in the fence; thence N 13° 00' E 292.96 feet to the beginning, containing 21.95+/- acres, more or less.

Being the same property conveyed from William E. Merritt, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 4, 1979, and recorded in Deed Book 240, Page 711, Clark County Clerk's Office.

#### Tract SM-16

Tract No. 1. Beginning at a point in Howard's Creek corner to Mrs. Sarah Wilcox and William Wilson; thence with a line of William Wilson down the creek S 12.15 W. 4.12 chains to a point on the west side of the creek; thence S 12.52 E crossing the creek 7.43 chains to a point or stone on the East side of the creek; thence departing from the creek N. 16.45 E. 4.41 chains to a stone in the mouth of a drain; thence up said drain N 76.39 E 6.20 chains to a stone near the top of the hill; thence N 13.08 E 2.90 chains to a stone corner to Mrs. Sarah Wilcox; thence with the old survey S. 89 W 1.50 chains; thence N 84 W 1.10 chains to a mark in a rock in a fall in a branch; thence N 87.30 W 2.50 to a stone; thence N 11 W 2.50 chains; thence S 75 W 3.50 chains to the beginning containing 5.275 acres, more or less.

Being the same property conveyed from Isaac F. McKinney, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 9, 1983, and recorded in Deed Book 258, Page 78, Clark County Clerk's Office.

#### Tract SM-17

Beginning at a stone corner to Mary Jane Curtis, being a pointer in the center of the Allensville Turnpike Rod; thence with said road binding on the center South 73° East 12 poles; thence S 1° East 12 poles; thence South 29° East 10 poles; thence South 49° East 17.84 poles; thence South 49-1/4° East 13.28 poles; thence South 56° East 1.48 poles to a stake; thence North 59°

East 24.28 poles; thence North 5-1/2° East 15.08 poles; thence North 86° East 6.9 poles; thence South 42° East 15.6 poles to a stake in the center of said Pike; corner to Elizabeth Adams; thence with her line North 80-1/2° East 10 poles to a stone; thence North 16° West 50 poles to a stone; thence North 40° West 14 poles to the beginning, containing 22-3/4 acres, more or less.

Also the following described tract or parcel of land situated in Clark County, Kentucky, near the Kentucky River and on the Allensville Pike, near the junction of the Red River and Kentucky River, bounded as follows:

Beginning at a stake corner to Luc J. Devary; thence North 85° 30' East 156 feet to a stake; thence North 31° West 620 feet to a stake; thence South 17° East 567 feet to the place of beginning, containing 1.028 acres, more or less.

Being the same property conveyed from Everett Cecil Johnson, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 31, 1980, and recorded in Deed Book 244, Page 617, Clark County Clerk's Office.

#### Tract SM-18

A certain tract or parcel of land situated in Clark County, Kentucky, about ten miles east of Winchester and on the waters of Upper Howards Creek, and bounded and described as follows: Beginning in the center of old Cotton Branch road, corner to Goolman and Osborne; thence up said road N54°00'E 333 feet; thence N60°00'E 230 feet; thence N83°00'E 180 feet; thence N89°50'E 84 feet; thence N79°00'E 217 feet; thence S78°25'E 110 feet; thence S89°00'E 371 feet; thence N88°15'E 273 feet; thence S79°40'E 452 feet to point in center of road at end of division line and corner to Asa Kidd's remaining property; thence along Kidd's line and division line N0°50'W 1076 feet to post; thence N17°00'W 400 feet; thence N14°00'W 530 feet; thence N16°30'E 345 feet; thence N 127 feet; thence N 18°35'W 304 feet; thence N0°30'E 145 feet; thence N 15°10'E 169 feet to post corner to Asa Kidd and Ora Haggard; thence along Haggard's line S78°10'W 91 feet to a walnut tree; thence S64°30'W 161 feet to oak tree; thence S80°30'W 324 feet to walnut tree; thence S86°30'W 130 feet to walnut tree; thence S64°30'W 161 feet to oak tree; thence S80°30'W 324 feet to walnut tree; thence S86°30'W 130 feet to walnut tree; thence S82°30'W 981 feet to post corner to Ora Haggard and Booth; thence along Booth's line S15°30'W 3016 feet to post corner to Osborne; thence N82°30'E 200 feet; thence N85°00'E 309 feet to post; thence N11°00'E 152 feet to the place of beginning, containing 138.733 acres of land.

Being the same property conveyed from Ira B. Haggard, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 20, 1978, and recorded in Deed Book 239, Page 172, Clark County Clerk's Office.

Tract SM-19

A certain tract or parcel of land situated in Clark County, Kentucky, on the Allensville Road and which is bounded on the North by the lands of James W. Tuttle, on the East by the lands of Lena Jones, on the South by the lands of James T. Osborne and by the Allensville Road, and on the West by the lands of Elizabeth Osborne and John Henry; containing 33 acres, more or less.

There is excepted from the foregoing a certain small parcel containing approximately one-fourth of an acre which was conveyed to Mattie Henry, et al, by deed recorded in Deed Book 86, Page 546, Clark County Court Clerk's Office, and reference is made thereto for a description of said exception.

Being the same property conveyed from David M. Haggard, Sr. to East Kentucky Power Cooperative, Inc. by Deed dated January 19, 1979, and recorded in Deed Book 239, Page 335, Clark County Clerk's Office.

Tract SM-20

1. That certain tract or parcel of land situated, lying and being in Clark County, Kentucky, on the Red River Pike and Upper Howard's Creek, about nine miles from Winchester, and bounded as follows:

BEGINNING in the center of said Pike, corner to Charles Oliver, a point opposite a locust tree near a gate and opposite a log house on the north side of the Pike, thence along division line South 43 degrees 30 minutes West 678 feet; thence South 22 degrees 00 minutes East 205 feet; thence South 1 degree 00 minutes East 121 feet; thence 14 degrees 00 minutes West 200 feet; South 64 degrees 00 minutes West 40 feet to an elm tree on the edge of Howard's Creek; thence down the Bank of same South 16 degrees 30 minutes West 254 feet; South 74 degrees 45 minutes West 321 feet; thence South 68 degrees 10 minutes West 114 feet; South 26 degrees 00 minutes West 71 feet; thence South 33 degrees 10 minutes East 228 feet; thence South 45 degrees 30 minutes East 145 feet; thence South 38 degrees 45 minutes East 392 feet; thence South 45 degrees 00 minutes East 224 feet; South 69 degrees 40 minutes East 230 feet; South 32 degrees 30 minutes East 185 feet; South 30 degrees 45 minutes West 118 feet; South 65 degrees



45 minutes West 195 feet; thence South 18 degrees 10 minutes West 63 feet; thence South 15 degrees 00 minutes West 63 feet; thence South 15 degrees 00 minutes East 94 feet; South 13 degrees 45 minutes East 33 feet; South 38 degrees 00 minutes West 125 feet; South 24 degrees 30 minutes East 112 feet; South 60 degrees 45 minutes East 110 feet; South 41 degrees 00 minutes East 238 feet; South 60 degrees 00 minutes West 80 feet; South 72 degrees 30 minutes West 150 feet; thence South 71 degrees 00 minutes West 173 feet; South 73 degrees 00 minutes West 252 feet; South 62 degrees 30 minutes West 310 feet; South 61 degrees 15 minutes West 228 feet; South 78 degrees 00 minutes West 350 feet to the edge of Kentucky River; thence up the Bank of the River South 34 degrees 15 minutes East 113 feet; South 40 degrees 00 minutes East 547 feet; South 41 degrees 30 minutes East 300 feet; South 36 degrees 00 minutes East 300 feet; South 38 degrees 00 minutes East 253 feet; South 34 degrees 00 minutes East 230 feet to Tom Gravett's line; thence leaving the River and along Gravett's line North 64 degrees 00 minutes East 1100 feet; thence North 64 degrees 00 minutes East 1417 feet to a stone corner in Henry Wright's line; thence North 22 degrees 30 minutes West 918 feet to an elm tree, corner to G. W. Osborne; thence North 9 degrees 30 minutes West 200 feet; North 7 degrees 15 minutes West 600 feet; North 6 degrees 00 minutes West 1073 feet; thence South 81 degrees 50 minutes East 604 feet; thence North 13 degrees 15 minutes East 588 feet to a post corner to G. W. Osborne; thence North 79 degrees 45 minutes East 623 feet, corner to J. T. Osborne; thence North 3 degrees 50 minutes East 283 feet; thence North 9 degrees East 286 feet passing J. T. Osborne to a point corner to Devary; thence South 85 degrees 45 minutes West 600 feet; thence South 83 degrees 45 minutes West 182 feet to a post corner to W. G. Devary; thence North 9 degrees 30 minutes West 650 feet to the center of the Red River Pike, corner to Devary; thence along center of said Pike South 72 degrees 30 minutes West 381 feet; South 76 degrees 30 minutes West 266 feet; South 55 degrees 50 minutes West 518 feet; South 78 degrees 45 minutes West 165 feet; thence North 81 degrees 45 minutes West 256 feet; North 71 degrees 30 minutes West 306 feet to the place of beginning, containing 246 acres, more or less. And there is added to the foregoing described land a strip forty (40) feet wide measured from where the line strikes Howard's Creek to Gravett's line, containing five (5) acres.

There is reserved and excepted from said above described land the following described part thereof, to-wit:

Beginning at a point corner to Richardson and Robinson, thence along division line South 8 degrees 50 minutes East 623-5/10 feet to a post, corner to J. A. Carl; thence along Carl's line North 80 degrees 00 minutes 622-5/10 feet to a post, corner to Carl and J. T. Osborne; thence along Osborne's line

North 4 degrees 00 minutes East 321 feet; thence North 11 degrees 00 minutes East 248 feet to tree corner to Osborne and W. M. Richardson; thence along Richardson's line South 86 degrees 30 minutes West 783-7/10 feet to the place of beginning, containing 9-361/1000 acres, more or less.

2. A certain tract or parcel of land situated in Clark County, Kentucky, on the Red River turn-pike Road, and bounded and described as follows:

BEGINNING in the center of the Red River Turnpike Road, corner to Mrs. Mary C. Robinson's line; thence around same South 21 degrees 30 minutes East 87 feet to an elm tree on Bank of Creek; thence along the Bank of Creek South 20 degrees 35 minutes West 102 feet to an elm tree; thence South 7 degrees 00 minutes West 100 feet to a stake; thence South 24 degrees 00 minutes West 36 feet to a stake; thence South 24 degrees 00 minutes West 36 feet to a stake; thence South 63 degrees 30 minutes West 83 feet to a stake; thence South 76 degrees 10 minutes West 92 feet to a stake; thence North 42 degrees 30 minutes West 156 feet to a stake in the edge of road four (4) feet from a fence; thence along said fence being four (4) feet therefrom North 48 degrees 00 minutes East 126 feet to a stake near where the old scales stood; thence North 50 degrees 00 minutes East 259 feet to the beginning, containing 1-41/100 acres, and being the same property which was conveyed by Clark County Board of Education to Arthur Gravett, of the parties of the first part, by deed dated February 14, 1948, of record in Deed Book No. 134, page 264, Clark County Court Clerk's office. And being the same parcel which was mentioned as an exception in the deed conveying the first above described tract herein in Arthur Gravett and Bettie Gravett.

Said properties hereinabove described are subject to certain Easements conveyed to Tennessee Gas Transmission Company by instruments dated June 17, 1949, of record in Deed Book No. 137, Pages 151 and 208; and October 11, 1956 of record in Deed Book No. 153, page 638, both in the Clark County Court Clerk's office.

Being the same property conveyed from Clyde Gravett, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 27, 1979, and recorded in Deed Book 240, Page 541, Clark County Clerk's Office.

#### Tract SM-21

Tract One. A certain tract or parcel of land situated in Clark County, Kentucky, on upper Howards Creek, and bounded and described as follows:

Beginning at a stone corner to Cyrus Curtis, and James W. Tuttle; thence up the branch and with the line of said Curtis N 36-3/4° E 4 poles; N 81-1/4° E 22 poles; N 45° 20' E 16.44 poles; thence passing over a stone corner to William A. Goolman and with his line S 70° E 38 poles to a stone corner to said William A. Goolman; thence with a division line of same and John T. Goolman N 62° E 156 poles to a stone in J. T. Tuttle's line; thence with his line N 1/2° W 61.5 poles to a notch in rock in branch in the Irvine and Winchester dirt road and corner to T. J. Tuttle; thence down said branch and with the average middle of said road, and binding on the line of said Tuttle N 78-1/4° W 34 poles; N 64-1/4° W 22 poles; N 53° W 18 poles; N 73-1/4° W 18 poles; N 54° W 12 poles; N 72° 9' W 27.64 poles to a stone on the bank of the branch, corner to J. W. Tuttle; thence up said branch and public road, and binding on the line of said J. W. Tuttle S 42° W 11.6 poles; S 20° W 12 poles; S 4° 13' E 28 poles; S 31-1/4° W 10 poles; thence S 10-1/2° W 10 poles; thence departing from said branch S 45-1/2° W 8 poles to a walnut stump in the south margin of said road, and corner to I. N. Tuttle farm; thence with center line of said road binding on the line of J. W. Tuttle, S 75-1/2° W 5.48 poles; S 39-1/2° W 12 poles; S 38° 41' W 10 poles; S 50° W 14 poles; S 59-1/2° W 12 poles; S 44° W 12 poles; S 64° W 5.9 poles to a stone on said J. W. Tuttle's line; thence running with same road and J. W. Tuttle's line S 47° 12' W 14 poles; S 12-1/4° W 23.38 poles; S 22-1/2° W 28.5 poles to a stone in said road, corner to J.W. Tuttle and Milton Conkwright; thence departing from said road and with Conkwright's line S 15-1/2° E 16.64 poles to a place where a bee stump stood; One hundred sixty-five (165) acres, three roods and four poles of land.

Tract Two. A certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Bull Run Creek, and bounded on the north by the land of J. T. Goolman heirs, on the east by the lands of Bell Goolman; on the south by the land of C. M. Curtis' heirs and Eddie McKinney, containing 24 acres, more or less, it being understood and agreed that the west line runs with the division fence between the land herein described, and the land of Eddie McKinney.

Being the same property conveyed from Floyd Goolman, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 2, 1979, and recorded in Deed Book 239, Page 485, Clark County Clerk's Office.

#### Tract SM-22

Tract Two. Beginning at a 30 inch sycamore on the north bank of Upper Howards creek, and said point further being S 55°34'W, a distance of 348.73 feet from the end of a rock wall on the southwest side of the White Conkwright Road a corner to lands now or formerly owned by Ernest

Goolman and Robert D. and William Stone; thence, running S 57°25'W, a distance of 77.78 feet, more or less, to a point; thence, running S 48°09'W, a distance of 78.88 feet, more or less, to a six (6) inch maple; thence, running S 38°44'W, a distance of 29.68 feet, more or less, to a 10 inch ash; thence, running S 44°01'W, a distance of 74.55 feet, more or less, to a 16 inch white oak; thence, running S 39°30'W, a distance of 228.56 feet, more or less, to a fence post; thence, running S 80°45'W, a distance of 1141.32 feet, more or less, to a corner fence post; thence, running N 02°35'W a distance of 460.08 feet, more or less, to a corner fence post; thence, running N 79°28'E, a distance of 488.00 feet, more or less, to a 10 inch white oak; thence, running S 34°09'E a distance of 24.34 feet, more or less, to a fence post; thence, running N 65°41'E, a distance of 51.10 feet, more or less, to a 14 inch black oak; thence, running N 79°25'E, a distance of 213.83 feet, more or less, to a 10 inch dogwood; thence running N 76°14'E a distance of 167.20 feet, more or less, to a fence post; thence, running N 81°48'E, a distance of 44.75 feet more or less, to a 26 inch ash; thence, running N 73°26'E, a distance of 269.81 feet, more or less, to the center line of Upper Howards Creek; thence, running S 56°20' and with the creek a distance of 326.24 feet, more or less, to the point of beginning, containing 14.42 acres, more or less.

Being the same property conveyed from Ernest Goolman, et ux, to East Kentucky Power Cooperative, Inc. by Deed of Clarification dated August 8, 1980, and recorded in Deed Book 246, Page 130, Clark County Clerk's Office.

#### Tract SM-23

Tract One. A certain tract of land situated on Upper Howards Creek in Clark County, Kentucky, on the County Road about one mile and a half from the turnpike leading to Ruckerville, and bounded as follows: Beginning at corner of the 165 acre tract, in a road and branch; thence along said tract 0° 30' W 32.5 chains to corner in Bull Run Creek; thence up said Creek S 85-3/4° E 6 chains; thence S 72-3/4° E 2.68 chains; thence S 73° E 2.56 chains; thence leaving Bull Run Creek N 88 1/4° E 2.88 chains to fence post, corner to Cal White; thence N 49 1/2° E 7.27 chains to L. & N. right-of-way; thence along said right-of-way N 32° W 1300 feet; thence S 76° W 26 feet; thence N 12° 30' W 500 feet; thence N 28° 30' W 300 feet; thence N 45° W 428 feet to center of public road; thence S 52° 30' W 456 feet to place of beginning, containing approximately 57 acres.

Tract Two. Fifteen acres of hillside land located near, but not contiguous to, Tract One above described. And being a part of the property conveyed to second parties by deed dated April 15, 1930, of record in Deed Book 108,

Page 341 in the Clark County Clerk's Office. Second party acquired the interest of H. S. Richardson in the aforesaid deed as shown by Affidavit of Descent of record in Deed Book 168, Page 600, in the Clark County Clerk's Office.

Being the same property conveyed from Ernest Goolman, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 2, 1979, and recorded in Deed Book 239, Page 482, Clark County Clerk's Office.

There is excepted from the above described Tracts the following:

Beginning in the line of East Kentucky Power Cooperative, Inc., thence N 31° 04' W for 133.48 feet to a 16" Hackberry; thence N 31° 10' W for 190.25 feet to a 20" Sycamore; thence S 82° 41' W for 121.03 feet to a point; thence S 70° 57' E for 186.88 feet to a point; thence S 39° 56' E for 201.31 feet to the line of East Kentucky Power Cooperative, Inc.; thence with the line of East Kentucky Power Cooperative, Inc. S 73° 26' W for 269.81 feet to the point of beginning, and containing 1.54 acres, more or less.

Being the same property conveyed from East Kentucky Power Cooperative, Inc. to Ernest Goolman, et ux, by Quitclaim Deed dated March 30, 1979, and recorded in Deed Book 241, Page 137, Clark County Clerk's Office.

#### Tract SM-24

Tract 3. A certain tract or parcel of land, containing in the aggregate about 58 acres, more or less, and consisting of three tracts adjoining each other, and described as follows:

- A. Beginning at a stone corner to Lot No. 1 in W. S. Tuttle's line; thence with his line and down the creek South 60-1/2 degrees West 22.28 poles; thence South 52-1/2 degrees West 7 poles to a stone corner to Lot No. 4; thence with the line of Lot No. 4 South 48 degrees East 56 poles to a stone corner to Lot No. 3; thence with line of Lot No. 3 North 58-1/2 degrees East 30 poles to a stone corner to Lot No. 1; thence with the line of Lot No. 1 North 48-1/2 degrees West 60 poles to the beginning, containing eleven (11) acres of land, less one (1) acre reserved for graveyard, more or less.
- B. Beginning at a stone corner to J. N. C. Tuttle, and line of A. B. Tuttle; thence with her line North 85 degrees 30 minutes East 6.82 poles to a sugar tree; thence South 72 degrees East 8.54 poles to a stone corner to Susan J. Bush thence with her line North 2-1/2 degrees West 72 poles to

a stone, corner to T. J. Tuttle on Bull Run Creek; thence North 87-1/2 degrees West 16 poles; thence North 60 degrees West 29 poles to a stake; thence North 79 degrees West 10 poles to a stake; thence North 75 degrees West 22 poles; thence South 83 degrees West 21 poles to a stone in corner to W. Tuttle's line, and corner to J. A. Tuttle; thence with his line South 37-1/2 degrees East 59.66 poles to a stone corner to J. N. C. Tuttle; thence South 42-1/2 degrees East 60.36 poles to the beginning, containing 28 acres, 2 rood and 9 square poles of land, more or less. EXCEPTING from this tract a small tract of land which was conveyed by Chenault and wife to the L&N Railroad Company by deed recorded in the Clark County Clerk's office in Deed Book 85, Page 318, and Deed Book 87, Page 100, which said deeds are referred to for more particular descriptions of said excluded tracts, which contain 1.35 acres, more or less.

- C. A certain tract of land lying in Clark County, Kentucky, on the waters of Bull Run Creek, bounded as follows: Beginning at a stone, corner to Lot No. 2; thence South 58-1/2 degrees West 69 poles to a stone corner to Lot No. 4; thence South 48-1/2 degrees East 37 poles to a stone, corner to Mose Chambers; thence North 26-1/2 degrees East 2 poles; thence North 47-1/2 degrees East 5 poles to a stone corner in original A. B. Tuttle line; thence North 49 degrees East 11.84 poles; North 72-1/2 degrees East 16.80 poles; North 85 degrees 30 minutes East 58 poles to a stone corner to Lot No. 1; thence with that line North 50-1/2 degrees West 60 poles to the beginning, containing 19 acres of land, more or less.

Tract 4. A certain tract or parcel of land situated in Clark County, Kentucky, near Trapp Post Office near the right-of-way of the L&N Railroad and corner to Chambers; thence along Chambers' line North 08°25' East 483 feet; thence South 87° East 155 feet to a post in the L&N right-of-way; thence along said right-of-way North 8°10' West 160 feet; thence North 9°30' West 100 feet; thence 11°30' West 100 feet; thence North 13°31' West 882 feet; thence North 10° West 223 feet to a post corner to the L&N right-of-way and Goolman; thence along the Goolman line south 80° West 24 feet; thence South 8°30' West 165 feet; thence South 1°30' East 506 feet to a stone; thence North 71° West 140 feet; thence South 86°50' West 1069 feet to a post; thence South 72° 15' West 280 feet; thence South 51°30' West 190 feet to a post, corner to John Watkins and Goolman; thence South 3°30' West 506 feet to a stone fence, corner to Watkins; thence along the Watkins line, North 84°15' East 242 feet; thence South 67°30' East 1282 feet to a post corner to Watkins; thence South 13°45' West 103 feet to a stone on the side of the road, a corner to Chambers

and Watkins; thence with the center of said road North 84°15' East 404 feet to the beginning, containing 43.03 acres, more or less.

Said property is subject to a fencing contract with the L&N Railroad Company dated May 21, 1964, of record in Deed Book 172, page 64, of said Clerk's office.

Being the same property conveyed from Herbert Devary, et al, to East Kentucky Power Cooperative, Inc. by Deed dated July 6, 1979, and recorded in Deed Book 241, Page 647, Clark County Clerk's Office.

#### Tract SM-25

Tract 1. A certain tract of land lying on the waters of Bull Run Creek in Clark County, Kentucky, and bounded as follows: Beginning at a stone in the line of John T. Goolman and corner to Cyrus Curtis; thence with his line south 11 ½° west 53 poles S 15° 04' east 7.80 poles to a stone corner; thence N 84° 56' east 77.8 poles to a stone; thence N 14° east 40 poles to an elm tree on the southeast side of Bull Run Creek; thence up said creek as it meanders N 34° east 4.68 poles to an elm tree in a line known as the N. C Tuttle line; thence N 3° west 20 poles to a stone on the east side of Bull Run Creek; thence N 33 ¼° west 8.75 poles to a stone corner to Dr. W. S. Tuttle; thence with his line N 44 ½° east 18 poles N 43° east 15 poles, N 33 ½° east 24 poles, N 61-3/4° east 36.56 poles to a stone corner to J. T. Tuttle on the southeast side of Bull Run Creek; thence departing from said creek and with T. J. Tuttle's line N ½° west 51.4 poles to a stone corner to said John T. Goolman S 62° west 156 poles to a stone corner to same; thence with John T. Goolman's line N 70° west 38 poles to the beginning, containing 100 acres, one rood and four square poles of land.

Tract 2. A certain tract of land lying on the waters of Bull Run Creek in Clark County, Kentucky, and bounded as follows: Beginning at a stone corner to A. Chenault, and running with his line N 46° west 56 poles to a stake on the west side of Bull Run Creek, corner to J. Goolman; thence with his line down the creek S 56° west 23 poles to a stake corner to same; thence S 46° west 6.40 poles to a stake corner to same; thence south 41° west 9.8 poles to corner to same; thence S 56° west 6.8 poles; thence 36 1/2° west 21 poles; thence S 25° east 20 poles to a point near the creek; thence S 43° west 4 poles to a stake; thence S 18 ½° east 33 poles; thence S 8 ½° east 12.6 poles to a sycamore stump; thence N 19 ½° east 21 poles to a stone corner to Mose Chambers; thence N 69° east 40 poles to a stone corner to same; thence N 39 ½° east 16 poles to the beginning, containing 26 acres and one rood of land.

Tract 3. A certain tract of land in Clark County, Kentucky on Red River Pike and Bull Run Creek about two miles south of the mouth of Red River, and described as follows: Beginning at a stone corner to Mose Chambers and Mrs. Curtis; thence with Mose Chambers' line N 88° 45' east 528 feet; thence S 72° 15' east 478.5 feet to a stone at Bull Run Creek; thence N 45° 20' east 387.4 feet to a stone corner to John Watkins; thence N 2° 15' east 136.9 feet to a stone; thence N 1° 35' east 462 feet to a stone near the mouth of a branch; thence N 6° 55' west 207.9 feet to a stone corner to J. and W. Goolman; thence N 26° 00' west 297 feet to an old stump; thence along Goolman's line S 15° 55' west 495 feet to a stone; thence along Mrs. Curtis' line S 05° 35' east 732 feet to the place of beginning, containing 24.193 acres of land.

Tract 4. Being two parcels of land both situated in Clark County, Kentucky, on the waters of Bull Run Creek, bounded and described as follows, to-wit: (1) Beginning at a stone corner to W. S. Tuttle; thence with the line N 75 ½ degrees W 29 poles to a sugar tree; thence N 78 degrees W 26 poles to a stone corner to Mary Bruner and W. S. Tuttle; thence with said Bruner's line S 19 ½ degrees W 37 poles to the Allensville Turnpike; thence with said pike binding on the center thereof to said Bull Run Creek; thence up the creek with its meanders to the beginning, containing about ten (10) acres and being the same tract conveyed as recorded in Deed Book 60 page 177 in the Clark County Clerk's office.

Tract 5. (2) A certain tract of land on the waters of said creek adjoining the lands of Cyrus Curtis on the west, Mary Chambers on the east containing twenty (20) acres, more or less, and being the same conveyed to Moses Chambers by Leland Hathaway, as Master Commissioner by deed dated May 29, 1903, recorded in Deed Book 71, Page 638, in the Clark County Clerk's office.

Tract 6. Also a certain tract of land situated in Clark County, Kentucky, lying on the waters of Bull Run Creek and bounded as follows: Beginning at a stone corner, an oak tree pointer; thence with a division fence of Moses Chambers as it now runs to a coffee bean stump in W. A. Oliver's line thence with his line on the east, south and west to the beginning, containing eight acres, more or less, with a right of passway as allowed to said land in the deed from Moses Chambers to James Robinson, and being the same land conveyed to Vernon Chambers by James Robinson, and wife by deed of dated March 13, 1912, and of record in the Clark County Clerk's office in Deed Book No. 87, page 370.

Tract 7. (2) A certain tract of land situated in Clark County, Kentucky, lying on the waters of Bull Run Creek, and including all of the land lying on



the east side of Bull Run Creek and bounded on the north by the lands of John Watkins, on the east by the land of Ambrose Chenault, on the south by the same land conveyed to Aaron Chambers by Moses Chambers and wife by deed of date January 27, 1917, and of record in the Clark County Clerk's office in Deed Book No. 94, page 414.

Being the same property conveyed from Elwood Devary, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 23, 1979, and recorded in Deed Book 240, Page 57, Clark County Clerk's Office.

#### Tract SM-26

Tract 1. A certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Red River and bounded and described as follows: Beginning at a stone corner to Mrs. Edith Curtis Warren and D. E. McKinney; thence along D. E. McKinney's line S 75-30' W 970 feet to a Stone on a ridge; thence S 75-45' W 970 feet to a stone on a ridge; thence S 73-45' W 1290 feet to a stone; thence S 75-45' W 970 feet to a stone on a ridge; thence S 73-45' W 1290 feet to a stone; thence N 23 E 1100 feet to a post, corner to Goolman and D. E. McKinney; thence S 84 W 93 feet to a point in Goolman's line and corner to W. N. McKinney's original tract; thence along W. N. McKinney's original tract; thence along W. N. McKinney's original tract S 28 W 477 feet; thence S 26 W 184 feet; thence S 23-25' W 700 feet to a post corner to same; thence S 26 W 184 feet; thence S 52 E. 147 feet; thence S 28 W 326 feet; thence N 78 W 104 feet to center of Red River Road; thence along the average center of the said Road S 2-10 W 284 feet to Abner; thence along Abner's lines S 79-50' E 400 feet; thence S 86-10' E 404 feet; thence N 0-15' W 182 feet; thence N 74-45' E 706 feet to a Hackberry tree; thence S 84-14' E 463 feet to a point corner to Abner and Mrs. E. Curtis; thence along her lines N 43-20' E 200 feet; thence N 35 E 183 feet; thence N 19-30' E 1083 feet to the place of beginning, containing 52.2 acres of land.

Tract 2. A certain tract or parcel of land situated in Clark County, Kentucky, on the Red River Turnpike Road, beginning at a stone in I. N. Tuttle's line on the West side of the branch; thence with the agreed line S 28 W 72 poles to a stone; thence S 44 ¼ W 2 poles; thence S 25 W 4 poles to a stone; thence S 14 ½ W 3 poles; S 20 W 23 poles to a small mulberry bush on the bank of the branch; thence S 22 W 17 poles to a stake; thence S 32 ¾ W 5 poles to a stake; thence S 12 W 14.64 poles to a stake; thence S 37 ½ W 5 poles to a stake; in the bed of the branch; thence departing from the branch with the agreed line S 49 E 10 poles to a stone; thence S 26 W 18 ½ poles to a stone; thence N 82 ¾ W 6 poles to a stake in the center of the Allensville Turnpike; thence with the same an agreed to the said Hisle

and Cruse; thence with the same and binding original line; thence N 87 W 4.10 poles to a stake in Brock's line; thence N 7 W 19 poles to a stake; thence N 25 W 4 poles to Cruse and Hisle's original corner; thence N 37 ½ E 4 poles to a stake in the pike; thence with same being on the center of Brock's line; thence with his line N 7 W 34 poles to a stake; thence N 84 poles; thence N 32 ½ W 15 poles to a black walnut on the branch; thence with Mrs. L. F. Adams' line and I. N. Tuttle's line N 80 ½ E 74 poles to the beginning, containing 25 acres and 3 roods and 5 square poles of land, excepting all that portion of the land lying on the West side of the Allensville Road, containing between three quarter and one acre.

Tract 3. Beginning at a hickory tree corner to the Chas. W. Brock land; thence with his line S 45 E 33.4 poles to a stone corner to the said Brock; thence S 14 W 27.68 poles to a stone; thence S 13 ½ E 71 poles to a stake on the north bank of the Kentucky River; thence up the same as it meanders N 55 ½ E 15.2 poles; thence N 56 E 25 poles to a stake; thence N 75 ½ E 1.51 poles to a stake; thence departing from said river and with the line of the land formerly owned by S. W. Brock N 6 ½ W 133.56 poles to a stone corner to Wm. A. Oliver; thence with his line S 88 ½ W 16 poles to a stake in John T. Brock's line; thence with his line and Bull Run Creek as it meanders down same S 24 W 10.2 poles; thence S ½ W 1 poles; thence S 77 W 7.72 poles to a stake; thence S 4 E 65.24 poles to a stone in the south branch of Bull Run Creek; thence S 63 ½ W 8.84 to a stone corner to John T. Brock; thence S 61 W 10 poles; thence S 47 W 12 poles to the beginning, containing 36 acres and 8 poles of land.

Tract 4. A certain tract or parcel of land adjoining the tract above described and bounded as follows: Beginning at a stone corner to the S. W. Brock land and Emily D. Oliver line, S 88 ½ W 16 poles to a stake in Bull Run Creek; thence up the same N 24 E 8 poles to a stake, black locust pointer in John T. Brock's line; thence departing from said creek N 73 ¾ E 13.5 poles to a stake in the pike; thence S 6 ¾ E 10.5 poles to the beginning, containing 2 roods and 25 square poles of land.

Tract 5. A certain tract or parcel of land adjoining the tracts above described, and bounded as follows: Beginning at a stake in the branch, black locust pointer thence up the same N 24 E 6 poles; thence N 18 W 11.16 poles; thence N 32 ½ E 7.82 poles; thence N 24 ½ W 3 poles; thence east to a stake in center of Allensville pike, corner to Sylvester Dixon; thence along the center of same and with said Dixon's line to a stake in the line of W. A. Oliver containing 1 acre more or less of land.

Tract 6. A certain tract of land situated in Clark County, Kentucky, adjoining the lands above described and bounded as follows: Lot "A" in the

report of survey of S. W. Brock's land on file in suit of S. W. Brock's assignee vs. S. W. Brock and C. and beginning at a stone on the Allensville turnpike road corner to Wm. Oliver; thence with his line S 6 ½ E 133 poles to a stake on the bank of the Kentucky River; thence up the river binding on the north bank N 80 E 50 poles to a stake on the river, corner to Mrs. Susan Wilcoxson; thence with her line N 6 ½ W 133 poles to a stone on the pike; thence with same binding on the center N 84 ½ W 11 poles; thence S 77 W 39.4 poles to the beginning, containing 42 acres, 3 roods and 30 square poles of land.

Tracts 7 and 8. All the right, title and interest of first parties in and to a certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Bull Run Creek and bounded and described as follows: Beginning at a line on the east fork of Bull Run Creek; thence S 13° E 31.6 poles to a sugar tree, marked fore and half; thence S 29° W 13.3 poles to a small blue ash tree, corner to Joel Oliver's heirs; thence S 31° W 42 poles to a large beech tree marked fore and half; thence S 39° E 14 poles to a stake in John Martin's line; thence with the division line N 21 ½° E 83 poles to the beginning, containing fifty acres of land, more or less.

Also a certain tract or parcel of land situated in the County of Clark and State of Kentucky and bounded and described as follows: Adjoining the tract above described, and bounded on the north by the lands of Henry Wright's widow; on the east by the lands of Asa Brock; on the south by Bull Run Creek and the tract above described and on the west by the Charles Oliver tract of land, now owned by J. M. Stevenson and Haggard, and containing 23 acres, more or less.

Being the same property conveyed from Leoff Curtis, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 22, 1979, and recorded in Deed Book 240, Page 50, Clark County Clerk's Office.

#### Tract SM-27

The following tracts of property located in southeastern Clark County:

Tract Four. A certain tract or parcel of land situated in Clark County, Kentucky, on the Red River turnpike road, and beginning at a point in the center of said road; thence S 89° 30' E 140.6 feet to a point in center of said road; thence N 81° 00' E 785.4 feet to a stone in center of said road; thence N 19° 05' W 610.5 feet; thence N 16° 15' E 627 feet to a stone; thence N 29° 15' E 327 feet to a stone, corner to widow Jones; thence N 5° 35' W 732 feet to a corner to Jones and Goolman; thence S 89° 45' W 261 feet to a stone; thence N 12° 55' W 196 feet; thence S 88° 00' W 367 feet to a post

corner to S. McKinney; thence S 14° 35' E 532 feet to a stone; thence S 19° 05' W 1034 feet to a stone; thence S 47° 00' W 414.5 feet to a walnut tree, corner to S. McKinney and Dixon; thence S 1° 55' W 154.4 feet to a locust tree; thence S 11° 10' E 528 feet to the beginning, containing 35.190 acres of land.

Tract Five. Beginning at a stone on the south side of the Allensville turnpike road, 13 links from the center of said pike, being the division corner in the division of the land of Susan Wilcox, deceased; thence with the division line S 2 3/4° W 129 poles to the Kentucky River; thence up the river, binding on the north bank S 80° E 39 poles; thence S 50° E 10 poles to a sycamore tree, corner; thence departing from the river N 20° E 21 poles to a white oak and blue ash, an original corner; thence N 10 1/4° E 108.4 poles to a stone in the branch; thence N 35° E 33.48 poles to a stone in the pike; thence with the pike S 82° W 33.64 poles to a stone; thence S 79 1/4° W 52 poles; thence E 4.28 poles; thence N 84 1/2° W 4.56 poles to the beginning, containing 55 acres of land, saving and excepting therefrom a tract of land containing 11 acres and one rood of land conveyed by Elizabeth Quisenberry to V. B. Quisenberry, by deed dated November 14, 1902, and of record in the Clark County Clerk's office in Deed Book 72, Page 500 to which deed reference is hereby made for a more particular description of said exception.

Being the same property conveyed from Sarah Willoughby to East Kentucky Power Cooperative, Inc. by Deed dated May 29, 1979, and recorded in Deed Book 241, Page 210, Clark County Clerk's Office.

#### Tract SM-28

Tract 1A. A certain tract of land located in Clark County, Kentucky approximately 12 +/- miles south east of Winchester near the waters of Bull Run Creek, on the north side of the Allensville-Red River Road and being more particularly described as follows: Beginning at a P.K. nail in the center of the Red River Road, thence leaving said road with an existing fence;

1. North 84°24' West and 231.70' to an iron pin;
2. South 88°37' West and 55.92' to an iron pin;
3. South 68°22' West and 180.75' to an iron pin;
4. South 74°11' West and 108.34' to an iron pin;
5. North 66°22' West and 98.50' to an iron pin;
6. North 60°02' West and 434.04' to an iron pin;
7. South 09°52' West and 15.08' to an iron pin;

8. North 87°34' West and 251.97' to an iron pin; Corner to Elwood Devary (formerly) new East Ky RECC, thence with the division line fence;
9. North 04°34' East and 562.02' to an iron pin;
10. North 84°58' East and 244.52' to an iron pin;
11. South 68°37' East and 331.62' to an iron pin;
12. South 67°18' East and 946.22' to an iron pin;
13. South 12°21' West and 104.82' to a P.K. nail in the centerline of Red River Road, thence meandering with the centerline of said road;
14. South 59°24' West and 61.92' to a P.K. nail;
15. South 49°07' West and 59.76' to a P.K. nail;
16. South 39°03' West and 59.59' to a P.K. nail;
17. South 30°59' West and 62.58' to the beginning containing 16.80 +/- acres.

Tract 1C. A certain tract of land located in Clark County, Kentucky approximately 12 +/- miles south east of Winchester on the waters of Bull Run Creek on the North side of Allensville-Red River Road and being more particularly described as follows:

Beginning at a P.K. nail in the center of Allensville-Red River Road thence leaving said road;

1. North 05°20' East and 275.30' to an iron pin; in the division line fence between this tract and the lands of Elwood Devary (formerly) now East Ky. RECC, thence with the fence;
2. South 65°24' East and 55.78' to an iron pin;
3. North 65°42' East and 301.38' to an iron pin;
4. North 79°57' East and 86.42' to an iron pin;
5. South 88°25' East and 513.06' to an iron pin;
6. North 01°34' East and 535.56' to an iron pin;
7. North 08°57' East and 69.90' to an iron pin; Corner to Tract 1B thence with the division line of this tract and Tract 1B;
8. North 74°55' East and 335.91' to an iron pin w/steel post;
9. South 17°29' West and 320.01' to an iron pin w/steel post;
10. South 58°33' East and 47.22' to an iron pin w/steel post;
11. North 72°49' East and 50.08' to an iron pin w/steel post;
12. North 46°56' East and 96.99' to an iron pin w/steel post;
13. North 63°12' East and 205.58' to an iron pin w/steel post;
14. North 70°57' East and 396.18' to an iron pin w/steel post;
15. South 46°16' West and 431.17' to an iron pin w/steel post;
16. South 18°19' West and 441.56' to an iron pin w/steel post;
17. South 24°38' East and 280.11' to an iron pin w/steel post;
18. South 66°32' West and 623.92' to an iron pin;

19. South 19°51' West and 279.47' to a P.K. nail in the centerline of Allensville-Red River Road, thence meandering with the centerline of said road;
20. North 80°02' West and 98.56' to a P.K. nail;
21. North 86°12' West and 67.34' to a P.K. nail;
22. North 78°23' West and 46.08' to a P.K. nail;
23. North 60°26' West and 40.35' to a P.K. nail;
24. North 48°49' West and 119.21' to a P.K. nail;
25. North 59°24' West and 45.02' to a P.K. nail;
26. North 65°27' West and 75.85' to a P.K. nail;
27. North 57°01' West and 65.82' to a P.K. nail;
28. North 52°51' West and 138.09' to a P.K. nail;
29. North 58°44' West and 133.92' to a P.K. nail;
30. North 61°42' West and 76.70' to a P.K. nail;
31. North 70°44' West and 73.66' to a P.K. nail;
32. North 81°05' West and 60.83' to the beginning containing 27.32+/- acres.

Tract 1D. A certain tract of land located in Clark County, Kentucky approximately 12+/- miles south east of Winchester, on the waters of Bull Run Creek, on the north side of Allensville-Red River Road and being more particularly described as follows:

Beginning at a P.K. nail in the center of Allensville-Red River Road, thence leaving said road with an existing division line fence between this tract and the lands of Elwood Devary (formerly) now East Ky RECC,

1. North 04°14' West and 49.80' to an iron pin;
2. North 53°48' East and 31.79' to an iron pin;
3. North 20°34' East and 68.35' to an iron pin;
4. North 00°32' West and 52.33' to an iron pin;
5. North 15°56' West and 60.85' to an iron pin;
6. North 27°29' East and 97.16' to an iron pin;
7. North 14°31' East and 63.85' to an iron pin;
8. North 40°17' East and 36.79' to an iron pin;
9. South 86°17' East and 252.58' to an iron pin;
10. South 61°08' East and 206.81' to an iron pin;
11. South 51°14' West and 102.46' to an iron pin;
12. South 67°00' West and 202.93' to an iron pin;
13. South 01°07' East and 133.91' to a P.K. nail in the center of Allensville-Red River Road thence meandering with the centerline of said road,
14. South 86°13' West and 23.17' to a P.K. nail;
15. South 84°39' West and 260.52' to the beginning containing 3.07+/- acres.

Tract No. 2. A certain tract or parcel of land situated in Clark County, Kentucky, being Lot No. 4 in the division of the lands of Aaron Chambers, and beginning at a point in the Allensville (Winchester and Red River) turnpike road, and in the division line between Lots 3 and 4; thence along the pike S 85 W 290.7 feet; thence along the pike S 39 05' W 552 feet to a corner to W. F. Skinner; thence S 13 05' W 1798 feet to an old white oak stump; thence S 78 25' E 501 feet to a stone, the division line between Lots 3 and 4; thence along the division line N 31 05' E 2366.5 feet to the place of beginning, containing 25.566 acres of land.

Tract No. 3. A certain tract or parcel of land in Clark County, adjoining Tract No. 2, above described and bounded as follows: Beginning at a stone on the south side of the Winchester and Red River pike, corner to Aaron Chambers; thence S 86 35' W 380 feet; thence S 80 W 364 feet; thence S 6 W 220 feet; thence S 75 30' W 277 feet; thence S 9 E 204 feet; thence S 49 20' E 683 feet; thence N 13 05' E 605 feet; thence N 39 30' E 542 feet to the place of beginning, containing 11 acres and 1 rood of land.

Tract No. 4. A certain tract or parcel of land situated in Clark County, Kentucky, and being Lot No. 3 on the plat of the division of the lands of Lizzie Chambers, deceased, and beginning on the division line of Lots Nos. 2 and 3; thence N 56 0' W 80.8 feet to a point; thence N 81 10' W 233 feet; thence S 85 0' W 161.3 feet to division line between Lots Nos. 3 and 4; thence Leaving the pike and along division line S 13 5' W 2366.5 feet to a stone corner to Lot No. 3; thence S 78 25' E 267 feet to a stone; thence N 76 50' E 100 feet to stone, division line between Lots Nos. 2 and 3; thence along division line N 13 5' E 2372.4 feet to the place of beginning, containing 25.566 acres of land, more or less.

Being the same property conveyed from Dewey Barrett, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 14, 1979, and recorded in Deed Book 241, Page 95, Clark County Clerk's Office.

Tract SM-29

All that certain tract or parcel of land lying and being in the County of Clark, State of Kentucky situated about 15 miles southeast of Winchester, Kentucky on the north side of Red River Road and on the waters of Bull Run Creek, a tributary of the Kentucky River and being Parcel No. 2 on the plat of lands of Dewey Barrett and Laura Barrett of record in Plat Book 3, page 36 in the Clark County Court Clerk's Office. Said parcel of land is more particularly described as follows: BEGINNING at a point in the center of Red River Road opposite a set stone on north side of said road

common to Dewey Barrett and Tract No. 4 of said Barrett; thence N 04° E 134.1 feet crossing a branch and a drain to a set stone on north edge of said drain; thence N 72° 07' E 203.0 feet crossing said drain to a set stone on southeast edge of said drain; thence N 57° 48' E 103.0 feet crossing said drain to a fence post corner common to Dewey Barrett and Elwood Devary; thence S 10° 49' W 275.1 feet crossing said drain to a point in center of Red River Road opposite a 12" black walnut on north side of said road common to Dewey Barrett and said Tract No. 4 of Barrett's; thence with center of Red River Road N 82° 13' W 83.8 feet; thence N 86° 53' W 155.0 feet to the place of beginning, containing an area of 1.10 acres more or less.

Being the same property conveyed from Clyde Douglas Barrett, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 23, 1979, and recorded in Deed Book 240, Page 113, Clark County Clerk's Office.

#### Tract SM-30

A certain tract of land located generally in Clark County, Kentucky, at the end of the Midway Road and being located on the west side of the L&N Railroad and more particularly described as follows:

Beginning at a point located in the R/W of the L&N Railroad and the centerline of the old Midway Road, thence with the center of the old road bed and the division line of Goolman and Stone

1. South 43°16' West and 146.39 feet; thence
2. South 46°45' West and 292.66 feet; thence
3. South 88°05' West and 56.71 feet; thence
4. North 73°12' West and 255.31 feet; thence
5. North 86°23' West and 191.01 feet; thence
6. North 65°15' West and 282.76 feet; thence
7. North 70°33' West and 142.56 feet; thence
8. North 49°41' West and 150.35 feet; thence
9. North 57°04' West and 211.23 feet; thence
10. North 82°46' West and 117.87 feet; thence
11. North 63°54' West and 192.40 feet; thence
12. North 52°46' West and 156.92 feet; thence
13. North 72°26' West and 328.55 feet; thence
14. North 57°46' West and 86.40 feet; thence
15. North 28°10' West and 114.62 feet; thence
16. North 02°38' West and 276.32 feet; thence
17. North 03°43' West and 208.03 feet; thence
18. North 18°59' East and 192.37 feet; thence



19. North 08°50' East and 177.57 feet to a 12" Maple, said point common to Stone and Tract 1, thence leaving the center of said road, corner to Stone, and with the division line of Tract 1
20. North 47°55' East and 258.64 feet to a 26" Elm, thence
21. North 61°44' East and 94.22 feet to a iron pin, thence
22. North 72°03' East and 93.91 feet to a iron pin, thence
23. North 80°33' East and 152.69 feet to a iron pin, thence
24. South 86°23' East and 222.44 feet to a fence post, thence
25. North 42°53' East and 164.56 feet to a fence post, thence
26. North 50°24' East and 169.02 feet to a fence post, thence
27. North 68°01' East and 79.56 feet to a fence post, thence
28. South 65°00' East and 209.66 feet to a point in the west R/W of L&N Railroad, thence with the R/W of the Railroad
29. South 02°58' West and 456.12 feet; thence
30. South 16°03' East and 488.68 feet; thence
31. South 30°06' East and 332.96 feet; thence
32. South 38°35' East and 170.40 feet; thence
33. South 44°24' East and 167.22 feet; thence
34. South 52°01' East and 311.36 feet; thence
35. South 56°06' East and 353.82 feet to the beginning containing 60.63 acres more or less.

Being the same property conveyed from Woodrow Crow, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 24, 1979, and recorded in Deed Book 240, Page 465, Clark County Clerk's Office.

#### Tract SM-31

Tract One. A certain tract of land situated in Clark County, Kentucky on the waters of Cotton's Branch, to-wit: Beginning at a stone corner to Lot 1, thence East 547 feet with John Brock's line to stone in said John Brock's line; thence North with an agreed line 550 feet to an oak tree in A. N. Bush's line; thence West with his line 680 feet to a stone corner in Hampton's line; thence South with Hampton's line 355 feet to a stone corner to Lot #1; thence East 100 feet to a stone corner to Lot #1; thence South E 275 feet to a stone corner to Lot #1; thence South 124 feet to the beginning containing five (5) acres, more or less, of land. This being Lot #2 in the division of the lands of George H. Osborne, deceased, and devised to his heirs by Will dated November 8<sup>th</sup>, 1889 and of record in the County Clerk's Office of Clark County, Kentucky in Will Book 2, Page 94.

Tract Two. A certain tract of land situated in Clark County, Kentucky, on Cotton Branch, and bounded as follows: Beginning at a stone corner in Hampton old line on the south side of the branch; thence East 131 feet to a

stone corner to Racy Wright; thence North 100 feet, more or less to a stone in Lot No. 2 of the division of the lands of George H. Osborne; thence in a northwesterly direction 275 feet to a stone, corner to Lot No. 2; thence West 100 feet, more or less, to a stone corner in Hampton line; thence south with said Hampton's line to the beginning, containing one acre more or less, and being Lot No. 1 in said division.

Being the same property conveyed from Oliver M. Chism, et al, to East Kentucky Power Cooperative, Inc. by Deed dated February 15, 1979, and recorded in Deed Book 239, Page 541, Clark County Clerk's Office.

Tract SM-32

A certain tract or parcel of land lying and being in Clark County, Kentucky, on Upper Howards Creek and bounded and described as follows, to-wit:

Beginning in center of branch road, corner to Asa Kidd; thence up said road N 54° E 333 feet; thence N 60° E 230 feet; thence N 83° E 180 feet; thence N 89° 50' E 84 feet; thence N 79° E 218 feet; thence N 78° 25' E 110 feet; thence N 89° E 371 feet; thence N 88° 15' E 273 feet; thence S 79° 40' E 951 feet to corner to Goolman; thence along his line S 26° 15' E 100 feet; thence S 15° 15' E 245 feet; thence S 36° 30' E 256 feet to a stone corner to Mrs. Curtis; thence down branch S 32° 10' W 300 feet; thence S 45° 15' W 236 feet; thence S 33° 30' W 240 feet; thence S 29° 15' W 191 feet to tree, corner to J. W. Goolman; thence along his line N 7° W 141 feet to sugar tree; thence N 58° 45' W 784 feet to walnut tree; thence N 84° W 1355 feet to a stone corner to J. W. Goolman; thence N 22° 45' W 250 feet; thence N 19° 15' W 140 feet; thence N 18° 15' W 160 feet to the place of beginning, containing approximately 61 acres of land.

Being the same property conveyed from Melvin Agee, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 20, 1978, and recorded in Deed Book 239, page 170, Clark County Clerk's Office.

Tract SM-33

A certain parcel or parcels of land located approximately 10 miles southeast of Winchester along the waters of Upper Howards Creek and being more particularly described as follows:

Beginning at an iron pin at a 4" Ash Tree, being a corner to lands of East Kentucky Power and Oliver Wood, Jr., thence with the line of woods, North 13 degrees 22' West – 11.11 feet to an iron pin in the fence, thence, North 43 degrees 44' East – 211.28 feet to an iron pin at an 8" maple, thence,

North 43 degrees 39' East – 106.54 feet to an iron pin in the fence, thence, North 37 degrees 25' East – 226.99 feet to an iron pin on the creek bank, thence, North 37 degrees 25' East – 27.00 feet to a point in the center of Upper Howards Creek, corner to Oliver Woods, Jr., and Ora Haggard, thence meandering with the center of Upper Howards Creek and the line of Haggard. South 28 degrees 43' East – 200.19 feet to point in the center of said creek, thence, South 34 degrees 15' East – 393.52 feet to a point in the center of said creek, thence, South 43 degrees 41' East – 221.97 feet to an iron pin in the center of said creek, thence, North 87 degrees 20' East – 50.00 feet to a point in the center of said creek, thence, North 75 degrees 25' East – 105.96 feet to a point in the center of said creek, corner to Ora Haggard, Ernest Goolman, and East Kentucky Power, thence with the line of East Kentucky Power, South 31 degrees 12' East – 161.28 feet to an iron pin at a 16" Hackberty, thence, South 31 degrees 06' East – 133.47 feet to an iron pin at a 26" Ash, thence, South 81 degrees 46' West – 44.75 feet to an iron pin at a fence post, thence, 76 degrees 12' West – 167.19 feet to an iron pin at a 10" Dogwood, thence, South 79 degrees 23' West – 213.80 feet to an iron pin at a 14" Black Oak, thence, South 65 degrees 39' West - 51.10 feet to an iron pin at a fence post; thence, North 34 degrees 11' West – 24.34 feet to an iron pin at a 10" White Oak, thence, South 79 degrees 26' West – 487.98 feet to an iron pin at a fence post, thence, North 17 degrees 08' West – 647.12 feet to the beginning containing 13.90 plus or minus acres.

Being a part of the same property conveyed to East Kentucky Power Cooperative, Inc., from Ora D. Haggard and Nona Haggard, his wife, by Deed dated November 25, 1980 and recorded in Deed Book 247 at page 412 of the Clark County Clerk's office.

#### Tract SM-34

A certain parcel or parcels of land located approximately 13 miles southeast of Winchester, Kentucky, and being located approximately 250 feet west of Red River Road and being more particularly described as follows:

Beginning at an iron pin in the fence, corner to lands of Merritt, East Kentucky Power and Mulfinger, thence with the line of Mulfinger,

1. South 01° 17' West - 451.74 feet to an iron pin, thence
2. South 02° 43' East - 141.18 feet to an iron pin in the fence, thence
3. North 75° 28' West - 206.46 feet to an iron pin in the fence, thence
4. North 63° 58' West - 229.09 feet to an iron pin in the fence, thence
5. North 04° 46' East - 104.89 feet to an iron pin, thence

6. South 75° 55' East - 130.35 feet to an iron pin, thence
7. North 12° 14' West - 258.61 feet to an iron pin, thence
8. North 30° 09' West - 97.19 feet to an iron pin, thence
9. North 58° 45' West - 110.58 feet to an iron pin, thence
10. North 74° 24' West - 114.49 feet to an iron pin, thence
11. North 24° 13' West - 23.24 feet to an iron pin in the fence, comer to Mulfinger and East Kentucky Power, thence with the line of East Kentucky Power,
12. South 82° 26' East- 597.22 feet to the beginning containing 4.60 acres more or less.

Being the same property conveyed from Louis F. Mulfinger to East Kentucky Power Cooperative, Inc., by deed dated June 13, 1980, and recorded in Deed Book 245, Page 370, in the Clark County Clerk's Office.

Tract SM-35

Tract 1: A certain tract of land on the Red River Turnpike about nine miles East of Winchester, Clark County, Kentucky, bounded and described as follows, to-wit: BEGINNING at a sycamore tree on south side of Red Bridge over Howards Upper Creek, on the west side of Creek, thence down the center of Howards Creek S 29 30 W 480 feet; S 14 E 208 feet; S 47 E 290 feet S 11 W 800 feet; S 5 E 133 feet; S 29 E 458 feet S 55-45' E 383 feet to center of said Creek near elm tree corner to the Robinsons tract; thence leaving said Creek; and along Robinson's line N 64 E 55 feet N 14 E 200 feet N 1 W 121 feet N 22 W 205 feet; N 43-30' E 678 feet to center of Red River Turnpike near a gate; thence along average center of said pike S 71-30' E 306 feet; S 81-45' E 256 feet; I 78-45' E 165 feet N 55-50' E 518 feet; N 76-30' E 266 feet; N 72-30' E 381 feet to center of Pike; thence leaving said pike S 10-30' E 47 feet to end of water gap corner to Devary; thence along Devary's line N 70 E 395 feet N 25 W 56 feet; to center of said Pike; thence along center of same N 68 E 176 feet; thence leaving said pike N 14 E 56 feet to center of Creek; thence N 81 E 88 feet to point on Creek bank corner to Devary; thence leaving said creek N 25-30' W 297 feet corner to Dickson; thence N 17-45' W 150 feet to edge of Creek; thence N 8-45' E 825 feet to point in center of Creek thence N 14 E 225 feet; thence N 1 W 143 feet corner to Dickson; thence N 72-50' W 241 feet to point corner to C. B. Osborne's heirs thence along same N 60 W 164 feet N 73-30' W 231 feet N 57-30' W 181 feet N 52-30' W 292 feet N 1-45' E 39 feet N 29 W 34 feet N 38-30' W 161 feet N 32 W 41 feet; N 14 W 84 feet N 48-15' W 94 feet to sugar tree corner to Italian; thence along his lines S 86 W 935 feet; S 85-30'

W 200 feet N 89 W 85 feet S 79-30' W 450 feet to small trees corner to Wilson; thence along his line S 15 W 300 feet; thence crossing a fork of Howards Creek S 55 W 334 feet to center of Creek corner to Wilson; thence down the average center of same S 11 W 213 feet; thence S 3-45' E 523 feet; thence S 17 W 169 feet thence S 24 W 292 feet to sycamore tree, the place of beginning, containing 211 acres of land.

Tract 2: A certain tract of land situated in Clark County, Kentucky on the Red River Turnpike Road about twelve (12) miles East of Winchester, and bounded and described as follows: BEGINNING at a point corner to Richardson; thence along division line S 8° 50' E 623.5 feet to a post corner to J. A. Carl; thence along Carl's line N 80° 00' E 622.5 feet to a post corner to Carl and J. T. Osborne; thence along Osborne's line N 4° 00' E 321 feet; thence N 11° 00' E 248 feet to a tree corner to Osborne and W. M. Richardson; thence along Richardson's line S 86° 30' W 783.8 feet to place of beginning, containing 9.361 acres of land.

Tract 3: A certain tract or parcel of land containing about seventeen (17) acres, more or less, situated in Clark County, Kentucky, on the waters of Cotton Branch, and bounded as follows: On the North by the lands of J. W. Dixon, on the East by the lands of J. T. Osborne, and on the South and West by Henry Oliver, deceased.

Tract 4: A certain tract or parcel of land, lying, and being on the waters of Cotton Branch in Clark County, Kentucky, and bounded on the north by what is commonly known as the A. N. Bush place and on the East by the lands of Elizabeth Osborne, and the Cotton Branch Road, on the south by the Allensville Turnpike Road, and on the West by the lands of Henry Oliver and James A. Osborne, the foregoing boundary comprising so much of what is known as the W. H. Powell homestead tract as was deeded to said Powell by John D. Reed and wife, Abner Shearer and wife, and Mary Curtis and husband, by several deeds to said Powell, except about one acre, more or less, of the land deeded to Powell by Shearer and wife, which parcel of about one acre is especially reserved and excepted from this conveyance and is the extreme south-west corner of the 36 acres and 16 roods formerly deeded to Powell by Shearer and wife and fronts on the Allensville Turnpike Road about 70 yards and runs with the line of Henry Oliver, on the west at right angles with the pike, and is bounded on the North and East by the remainder of said 36 acres and 16 poles which is included in this deed, the lands herein conveyed containing 50 acres, more or less.

Tract 5: A certain tract or land and all improvements thereon situated on the north side of Allensville Pike, in Clark County, Kentucky, bounded and

described as follows: On the north, east and west by the lands of Millie F. Ballard, and on the south by Allensville Turnpike, containing about one acre of land.

Tract 6: A certain tract of land on Allensville Pike in Clark County, Kentucky, bounded and described as follows: BEGINNING at a stake or stone on the east side of Cotton Branch; thence S 86 17' W 46.8 poles to a stone corner to C. Osborne; thence 25 E 58 poles to a stone corner to Henry Oliver; thence S 73 E 13.5 poles to a stone on the west side of the branch and with the line of James Henry, containing 9 acres and 12 square poles of land.

Being the same property conveyed from Leon J. Ballard, et ux to East Kentucky Power Cooperative, Inc., by deed dated April 17, 1979, and recorded in Deed Book 240, Page 321, in the Clark County Clerk's Office.

#### Tract SM-36

A certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Upper Howard's Creek, bounded as follows: Beginning at an elm corner to Mrs. Polly Bush; thence with her line S 47.5 E, 17.72 poles; thence S 20 E, 10 poles; thence S 54.75 E, 19.25 poles; thence S 43.25 E, 16 poles; thence S ½ E, 19.18 poles to a stone to Canterberry Osborne; thence in the mouth of a drain; thence up the same with the said Osborne's line N 63 W, 19 poles to a stone corner in the branch; thence leaving the branch S 47 W, 47.64 poles to a stake; thence N 65 W, 34 poles; thence N 25.5 E, 26.68 poles to a stone; thence with F. S. Allen's original line N 71 W, 25 poles; thence N 21.5 E, 70.24 poles to a stone corner; thence S 80.6 poles to the beginning, containing 53 acres 1 rod and 5 square poles of land.

Being the same property conveyed from Garland B. Haggard, et ux to East Kentucky Power Cooperative, Inc., by deed dated January 19, 1979, and recorded in Deed Book 239, Page 632, in the Clark County Clerk's Office.

#### Tract SM-37

Tract 1: A certain tract of land lying and being in Clark County, Kentucky, on the waters of Howards Upper Creek, and bounded as follows: Beginning at a stone, corner to John Hawkins and Mrs. Bush; thence with said Rankin's line N 20 ½ W 622 feet to a stone corner; thence N 24 ¾ W 98.5 feet to a stone corner; thence N 16 W 207 feet to a stone; thence N 10 ½ W 310.8 feet to a stone corner; thence N 11 ½ W 92.5 feet to a stone corner; thence N 32 ½ W 170.5 feet to a stone corner; thence N 34 ½ W 334.3 feet to a stake near a branch, west side of public road; thence N 54

¼ W 185 feet to a sassafras tree, corner on west side of road, and corner to Thos. Tuttle; thence with same S 42 - 35' W 1296.5 feet to a walnut tree; corner to same; thence S 49 - 55' W 546.3 feet to a stake in branch; thence S 56 ¾ E 2183 feet to a stake, corner to A. Chenault; thence S 43 ¾ E 143 feet to a stake corner; thence S 51 ½ E 76 feet to a stake corner to same; thence S 77 E 191.7 feet to a stone corner to Mrs. Bush; thence with Mrs. Bush's line S 89 ½ E 248.6 feet; thence S 28 ¾ E 786.4 feet; thence S 84 E 584.1 feet to the beginning, containing 51.35 acres of land, excepting therefrom 175/1000 of an acre sold to the L & N Railroad Company and 2 ½ acres sold to John T. Goolman.

Tract 2: That certain tract or parcel of land, in Clark County, Kentucky, on the waters of Upper Howards Creek, and on the county road known as the Cotton Branch Road, about a half mile from the turnpike leading to Ruckerville, and described as follows; to wit: Bounded on the North and east by the center of said public road: known as the Cotton Branch road: bounded on the South by lands of Cal White, said southern line running from a sassafras tree in said road margin to a walnut to said R.R. right of way, and bounded on the west by the right of way of the Louisville & Nashville Railroad, containing thirty eight and 734/1000 acres.

Being the same property conveyed from Ernest Goolman, et ux to East Kentucky Power Cooperative, Inc., by deed dated August 8, 1980, and recorded in Deed Book 246, Page 136, in the Clark County Clerk's Office.

#### Tract SM-38

Tract 1: Beginning at a stone corner to Mrs. Edith Curtis Warren; thence along her line N 17° W 534 feet; thence S 88° 40' W 1089 feet; thence N 71° 31' W 316 feet, corner to Goolman; thence S 38° 00' W 298 feet corner to Goolman and W. N. McKinney; thence along W. N. McKinney S 23° W 1100 feet to a stone; thence N 73° 45' E 290 feet to a stone on a ridge; thence N 71° 30' E 970 feet to the place of beginning, containing 34.5 acres of land.

Tract 2: Beginning at a corner fence post in Belle Goolman's line, a corner to Floyd Goolman; thence with said Floyd Goolman's line N 68° 30' W 147 feet to a point in fence; thence N 87° 30' W 532 feet to a point in fence; thence N 66° 30' W 484 feet to a point in fence; thence N 65° 20' W 177 feet to a point in fence; thence N 65° 40' W 119 feet to a corner fence post in hollow, corner to Floyd Goolman and Willie Goolman; thence with said Willie Goolman's line S 23° 00' W 216 feet to a point in fence; thence S 21° 20' W 440 feet to a corner fence post; thence N 76° 00' W 19 feet to an 18 inch walnut tree in fence corner; thence S 16° 40' W 232 feet to a

corner fence post, a corner to said Willie Goolman and D. E. McKinney; thence with said McKinney's line S 64° 30' E 171 feet to a point in fence; thence S 71° 30' E 97 feet to angle post in fence; thence S 88° 30' E 344 feet to a point in fence; thence N 89° 00' E 240 feet to a point in fence; thence N 88° 45' E 552 feet to a corner fence post in D. E. McKinney's line, a corner to Cecil Johnson; thence with said Johnson's line N 88° 15' E 368 feet to a corner fence post in Belle Goolman's line, a corner to said Johnson; thence with said Belle Goolman's line N 11° 30' W 341 feet to the beginning, containing an area of 23.6 acres.

Tract 3: Beginning at a stone corner to lots Nos. 5, 7, and 8; thence N 43° W 83 poles to a stone in the branch in the public road; thence up said branch N 61 ½° E 7.56 poles; thence N 52° E 4.44 poles to a stake corner to Sallie Tuttle and George H. Osborne; thence with Osborne's line N 80° E 68.35 poles to a stake in a drain, corner to George H. Osborne and I. N. Tuttle; thence with said Tuttle's line S 25° E 64.35 poles to a stone corner to Lot No. 5; thence with the line of Lot 5 S 68 ½° W 52 poles to the beginning, containing 29 acres, 2 roods and 19 square poles of land.

Tract 4: Beginning with a stake corner to I. N. Tuttle; thence with his line N 25 W 73 poles to a stone corner; thence S 68 ½ W 52 poles to a stone corner to lot Nos. 6, 7 and 8; thence with the line of No. 8 S 42 ½ E 13 poles to a stone in the line of Lot A on the map, and with the line of A N 79 ¾ E 53.68 poles to the beginning Lot No. 5 containing 21 acres, 2 roods and 35 square poles.

Tract 5: Beginning at a Black Walnut corner to Haden Cruse; thence S 79 ¾ W 38 poles to a stake in the center of the pike; thence with same bending on the center S 20 ½ E 5 poles; thence S ¾ W 12 poles; thence S 31 E 10 poles; thence S 63 ½ E 44 poles to a stake in the bridge in an original line; thence up a branch as it wanders and with the original line N ¾ W 39 poles; thence N 33 ½ W 15 poles to the beginning containing 10 acres and 10 square poles.

Tract 6: A certain small tract of land in Clark County, Kentucky, near Kentucky River on the Allansville Pike bounded and described as follows: Beginning on the east edge of said pike corner to Lucy J. Devary; thence along center line of said pike S 40-45 E 257 feet to point in center of pike corner to J. W. Goolman; thence leavin said pike and along Goolman's line N 82-30 E 165 feet to a stake; thence N 17 W 203 feet to a stake corner to Luch J. Devary; thence along her line S 85-30 W 273 feet to the place of beginning, containing 1.028 acres of land.



Being the same property conveyed from Leonard Goolman, et ux to East Kentucky Power Cooperative, Inc., by deed dated August 7, 1980, and recorded in Deed Book 246, Page 122, in the Clark County Clerk's Office.

Tract SM-39

Beginning at a stake corner to Mrs. Curtis; thence S 84-30 W 990 feet to a stake corner to Robert G. Curtis and G. W. Goolman; thence along Goolman's line N 21-40 W 1858 feet to a steon corner to G. W. Goolman and J. T. Goolman; thence along J. T. Goolman's line S 84 E 1355 feet to a walnut tree, thence S 58-45 E 784 feet to a sugar tree; thence S 71 E 141 feet to a small tree corner in Mrs. Curtis' line corner to G. W. Goolman; thence along his line S 20 W 854 feet to a stone; thence S 36-30 W 307 feet to the place of beginning, containing 55 and 64/100 acres of land.

Being the same property conveyed from Lena Mae Goolman to East Kentucky Power Cooperative, Inc., by deed dated August 7, 1980, and recorded in Deed Book 246, Page 125, in the Clark County Clerk's Office.

Tract SM-40

That certain tract of land situated on and adjoining the west right of way line of Kentucky Highway 89 about twelve miles from the City of Winchester in Clark County, Kentucky and being identified as Tract 1 on that certain plat prepared by Palmer Engineering Company according to a survey made by it which plat is of record in Plat Book 8 at Page 42 Clark County Court Clerk's office; containing 52.59 acres, more or less.

Being the same property conveyed from James W. Lynch, et al, to East Kentucky Power Cooperative, Inc., by deed dated September 9, 1980, and recorded in Deed Book 246, Page 446, in the Clark County Clerk's Office.

Tract SM-41

On the north by the lands of Kie Bishop and Shirley Richardson's heirs; on the east by State Highway No 89 and the Old Richmond and Mt. Sterling Road; on the south by the lands of James Shepherd and on the west by the L. & N. Railroad right-of-way, containing 27 acres, more or less.

Being the same property conveyed from Lillian J. Berryman to East Kentucky Power Cooperative, Inc., by deed dated September 2, 1980, and recorded in Deed Book 246, Page 374, in the Clark County Clerk's Office.

418. All that tract of property comprising the site of the East Kentucky Power Cooperative, Inc. Headquarters complex and being more particularly described as follows:

Tract H-1

All of that certain tract or parcel of land situated in Clark County, Kentucky, on the Winchester-Lexington Turnpike, U.S. Highway #60, about 4-1/2 miles west from Winchester, and more particularly bounded and described as follows:

BEGINNING at a point in the south property line of said tract, said property line also being the north right-of-way line of U.S. Highway #60 and said point also being forty (40) feet left (north) and opposite approximate station 114 + 08.94 of said Highway; thence running North 63°20'26" West along said right-of-way forty (40) feet left (north) and parallel to the center line of said Highway for a distance of 1153.24 feet, more or less, to a point in said right-of-way, said point being forty (40) feet left and radially opposite approximate station 102 + 55.7 of said Highway; thence continuing in a north-westerly direction along said right-of-way line forty (40) feet from and parallel to a 1° curve on the center line of said Highway for a distance of 547.16 feet, more or less, to a point in said right-of-way, said point also being forty (40) feet left and radially opposite approximate station 97 + 12.4 of said Highway; thence running North 68°46'26" West along said right-of-way forty (40) feet from a parallel to the center line of said Highway 144.9 feet, more or less, to a point in said right-of-way, said point also being forty (40) feet left and opposite approximately station 95 + 67.5 of said Highway, and said point also being in the west property corner between the parties of the first part herein and the property now owned by the Lizzie Van Meter heirs; thence running North 0°58'34" East along said property line 2172.5 feet, more or less, to a point in said property line, said point also being a corner to said Lizzie Van Meter heirs; thence running South 87° 40' 26" East along said property line 645 feet, more or less, to a point in said property line, said point also being a corner to said Lizzie Van Meter heirs; thence running North 4° 52' 34" East along said property line 1146 feet, more or less, to a point in said property line, said point also being in the south right-of-way line of Interstate Highway I-64, and said point further being 130 feet right (south) and radially opposite approximate station 558 + 97 of said Highway; thence running southeasterly along said right-of-way line 130 feet right (south) and parallel to a 0° 30' curve on center line of said Highway for a distance of 695 feet, more or less, to a point in said right-of-way line, said point also being 130 feet right and radially opposite approximate station 566 + 00 of said Highway; thence running South 62° 13' 01" East along said right-of-way line for a distance of 691.95 feet, more

or less, to a point in said right-of-way line, said point also being 130 feet right and radially opposite approximate station 573 + 00 of said Highway; thence running southeasterly along same said right-of-way line 130 feet right and parallel to a 0° 30' curve on the center line of said Highway for a distance of 578.66 feet, more or less, to a point in said right-of-way line, said point also being 130 feet right and opposite approximate station 578 + 85.30 of said Highway; thence running South 57° 32' 26" East along said right-of-way for a distance of 660.4 feet, more or less, to a point in said right-of-way, said point also being a corner to the parties of the first part herein and that of the property formerly owned by J. Scott Judy; thence running South 10° 22' 34" West along said property line 230 feet, more or less, to a point in said property line, said point also being corner to property formerly owned by J. Scott Judy; thence running South 28° 57' 34" West along said property line 2950 feet, more or less, to the point of beginning, containing 179 acres, more or less.

Being the same property conveyed to East Kentucky RECC from Earl L. Boyles and Margaret K. Boyles, husband & wife, by deed dated September 30, 1965, and recorded in Deed Book 175, Page 594; Clark County Clerk's Office.

LESS AND EXCEPT an outconveyance of 2.552 acres conveyed from East Kentucky RECC to H. L. Spurlock by deed recorded in Deed Book 177, Page 89, Clark County Clerk's Office.

#### Tract H-2

Beginning at a point (corner fence post) in the north right of way line of U.S. Highway #60 and said point also being 40 feet left (north) and opposite approximate highway station 107 + 02.94, said point also bears North 63°20'26" West 706 feet more or less of a property corner between the lands of East Kentucky Rural Electric Cooperative Corporation and Scott Judy; thence running North 20°09'04" East a distance of 628 feet more or less to a point (iron pin); thence running North 69°50'56" West a distance of 172.90 feet more or less to a point (iron pin); thence running South 21°30'09" West a distance of 606.50 feet more or less to a point (iron pin); said point also being in the north right of way line of U.S. Highway #60 and being 40 feet left (north) and opposite approximate highway station 105 + 14.74; thence running South 63°20'26" East along said Highway right of way 40 feet left and parallel to the center line of said Highway for a distance of 188.20 feet more or less to the point of beginning, and containing 2.552 acres more or less.

Being the same property conveyed from H. L. Spurlock, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 15, 1974, and recorded in Deed Book 214, Page 104, Clark County Clerk's Office.

- 419. All that tract of property known as the William C. Dale Electric Generating Plant, located at Ford, Kentucky, the parcels of which are more particularly described as follows:**

Tract D-1

Tract No. 1. Beginning at a point in Coleman Kindred's line, said point being N 5-22 E 29.7 feet from a large elm tree; thence with said Coleman Kindred's line S 62-42 E 346 feet to a fence post corner to Morris Amster; thence with said Amster's line S 5-23 E 594 feet to an angle in said line; thence with same S 5-22 W 321 feet to a point at the intersection of lots 11 and 12 of the Asher Lumber Company Addition; thence with the line of said Addition S 41-50 W 912 feet to an iron pin in the center of the road leading from Ford to Boonesborough; thence with the average center of said road N 0-19 E 50 feet; N 31-13 E 398.5 feet; N 14-05 E 153.5 feet N 5-50 E 562.7 feet; N 6-47 W 197 feet; N 15-38 W 224 feet; N 3-03 W 247 feet to an iron pin the center of the road corner to Alex Vaughn and Coleman Kindred; thence said Kindred's line S 83-23 E 77.5 feet to the beginning, containing 10.18 acres.

Tract No. 2: Beginning at iron in the center of the road leading from Ford to Boonesborough corner to Coleman Kindred and Alex Vaughn; thence with said Vaughn's line N 83-23 W 184 feet to a point in the flow and at the river when the water is 9/10 feet deep on the dam; thence up the river with said flow lie S 27-20 W 417 feet; S 34-40 W 389 feet S 27-20 W 282.5 feet; S 38-55 W 250 feet; S 26-08 W 194.6 feet; S 13-15 W 230 feet S 4-03 W 386 feet S 2-36 W 211.5 feet S 13-08 E 477.5 feet to a point 55 feet from the center line of the L & N Railroad and on the North side thereof; thence parallel with said center line 55 feet therefrom N 78-30 E 584.5 feet N 79-00 E 87.5 feet N 83-12 E 137 feet; thence S 6-48 E 5.0 feet; thence parallel with said center line and 50 feet therefrom S 87.45 E 124 feet to a point in said right of way line and corner to Florence Howard; thence departing from the railroad and with the line of Florence Howard N 20-05 W 150 feet N 58-00 E 55 feet to an iron pin the street line; thence N 20-15 W 531.2 feet to an iron pin in the center of the road leading from Ford to Boonesborough and corner to tract number one; thence with the line of tract No. 1 said line being the average center of the road to Boonesborough; N 0-19 E 50 feet N 31-13 E 398.5 feet N 14-05 E 153.5 feet N 5-50 E 562.7 feet N 6-47 W 197 feet N 15-38 W 224 feet; N 3-03 W 247 feet to the beginning, containing 43.98 acres.

Being the same property conveyed to East Kentucky RECC from Russell Grant, as Special Commissioner of the Clark County Court for and on behalf of Florence Howard by Deed dated November 20, 1951 and recorded in Deed Book 143, Page 101.

Tract D-2

Also, being the following described real estate in or near Ford, Clark County, Kentucky, on the west side of the Ford-Boonesboro Road and on the north side of the L.& N. right-of-way, more particularly described as follows (new survey):

Beginning at an iron pipe in the west margin of the Ford and Boonesboro Road in the line of East Kentucky Rural Electric Cooperative Corporation; thence with the said margin of said road S 35 43 E 80.4 feet to a fence post; thence S 22 43 E 91.9 feet to a fence post; thence S 00 29 W 57.5 feet to a stake in the said margin of said road in the north right-of-way fence of the L. & N. Railroad; thence N 82 06 W 68.4 feet to a stake in said right-of-way fence, a corner to East Kentucky Rural Electric Cooperative Corporation; thence with said Corporation N 19 59 W 152.2 feet to a stake; thence N 58 06 E 55 feet to an iron pipe; thence N 20 09 W 27.8 feet to the place of beginning, containing 0.30 acres, more or less.

Being the same property conveyed to East Kentucky RECC from Florence Howard, widow by Deed dated December 12, 1951, and recorded in Deed Boo 143, Page 188, Clark County Court Clerk's Office.

Tract D-3

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from Virgil McClanahan, Ollie B. Warner and George Holland, Trustees of the Free Pentecost Church of Riverside dated October 3, 1952 and recorded in Deed Book 144, Page 611;

Tract D-4

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from E. M. Vanderpool and Lora Vanderpool, his wife, dated October 3, 1952 and recorded in Deed Book 145, Page 83;

Tract D-5

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from Ida M. Maupin, unmarried, dated October 3, 1952 and recorded in Deed Book 144, Page 610;

Tract D-6

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from Robert Thompson, John Nickels and Watson Warner, Trustees of the Christian Church of Ford, dated January 23, 1954 and recorded in Deed Book 147, Page 319.

Tract D-7

Also, a tract or parcel of land at Ford, in the County of Clark, State of Kentucky, and being more particularly described as follows:

Beginning at a point in Grantor's north right of way line, fifty six and three tenths (56.3) feet northwardly along a radial line from a point in the center line of the southbound main track of the Cincinnati Division, formerly the Kentucky Division of the railroad of the Grantor at Valuation Station 5644/31, which point is one hundred forty and nine tenths (140.9) feet measured eastwardly along said center line of southbound main track from Mile Post 107 from Cincinnati; Ohio; thence eastwardly along Grantor's north right of way line a distance of two hundred forty six and five tenths (246.5) feet to a point opposite Valuation Station 5640/48; thence southwardly along Grantor's right of way line a distance of five (5) feet to a point; thence eastwardly along said Grantor's north right of way line a distance of eighty three (83) feet to a point, said point being seventy four and three tenths (74.3) feet northwardly along a radial line from a point in said center line of southbound main track at Valuation Station 5639/69; thence westwardly a distance of two hundred twenty seven (227) feet to a point, thirty five and eight tenths (35.8) feet northwardly along a radial line from a point in said center line of southbound main track; thence in a northwesterly direction turning an angle of  $71^{\circ} 25'$  to the right a distance of eighteen and two tenths (18.2) feet to a point; thence westwardly turning an angle of  $76^{\circ} 34'$  to the left a distance of one hundred sixty one (161) feet to a point, thirty four and nine tenths (34.9) feet northwardly along a radial line from a point in said center line of southbound main track; thence northwestwardly turning an angle of  $17^{\circ} 10'$  to the right a distance of eighty five (85) feet to the point of beginning, containing twenty four hundredths (0.24) acre, more or less.

Being the same property conveyed to East Kentucky RECC from Louisville & Nashville Railroad Company by Deed dated December 28, 1956, and recorded in Deed Book 202 at page 86.

Tract D-8

Also, all that part of a certain tract or tracts of land lying on the south side of the Ford Four Mile Road and being in Clark County, at Ford, Kentucky, and being more particularly described as follows, to-wit:

Beginning at a point in the centerline of the Ford-Four Mile Road and said point being directly opposite the north gatepost in the property line between the party of the first part and the property now owned by Troy E. Childers and Henry Wrenn, and said point further being a corner common to the property now owned by the party of the first part and to the property now owned by Troy E. Childers and Henry Wrenn; thence, running S 57° 48' E along the centerline of the Ford-Four Mile Road for a distance of 326.8 feet more or less, to a point in the centerline of said road; thence, continuing along the centerline of the same said road S 79° 40' E 69.0 feet; thence, N 80° 08' E 71.2 feet, thence, N 58° 22' E 228.0 feet; thence, N 52° 57' E 196.0 feet; thence, N 44° 51' E 128.0 feet; thence, N 38° 50' E 742.0 feet; thence, N 36° 01' E 416.0 feet, thence N 32° 53' E 187.0 feet; thence, N 35° 09' E 646.0 feet; thence, N 38° 44' E, a distance of 173.7 feet to a point in the centerline of the same Ford-Four Mile Road and said point also being directly opposite the north headwall of an existing culvert under said road; thence, running S 53° 52' E, a distance of 60.0 feet, more or less, to a point in the low waterline of the Kentucky river; thence, running downstream along said low waterline S 42° 35' W, a distance of 179.1 feet to a point in said low waterline; thence, continuing downstream along the same said low waterline of the Kentucky River S 35° 57' W 644.6 feet; thence, S 30° 29' W 189.6 feet; thence, S 32° 53' W 420.0 feet; thence, S 38° 52' W 749.1 feet; thence, S 44° 32' W 138.0 feet; thence, S 43° 48' W 463.8 feet; thence, S 47° 02' W 292.7 feet; thence, S 56° 57' W 304.8 feet; thence, S 66° 11' W 163.8 feet; thence S 86° 12' W 165.0 feet; thence, N 75° 43' W 84.1 feet; thence, N 61° 21' W 276.9 feet, thence, N 47° 29' W 366.5 feet; thence, continuing downstream along the same said low waterline of the Kentucky River, N 33° 49' W for a distance of 284.4 feet, more or less, to a point in said low waterline and said point also being a point in the south right-of-way line of the Louisville & Nashville Railroad Company and said point further being 306.6 feet from (south) and at right angles (90°) to the centerline of said Louisville & Nashville Railroad Company's northbound main track at location Station 5646+07.9; thence, running N 65° 43' E along the south right-of-way line of the Louisville & Nashville Railroad Company for a distance of 160.2 feet to a point in said right-of-way line; thence,

running N 64° 40' E along same said right-of-way line, a distance of 574.0 feet, more or less, to a point in said right-of-way line, and said point also being a corner common to the property now owned by the party of the first part and to the property now owned by Troy E. Childers and Henry Wrenn; thence, running S 36° 42' E along the property line of said Childers and Wrenn for a distance of 353.9 feet, more or less, to a point in said property line; thence, continuing along same property line S 40° 21' E a distance of 57.5 feet to a point in said property line, and said point also being a corner common to the property now owned by the party of the first part and to the property now owned by the same said Childers and Wrenn; thence, running N 44° 45' E along said property line 202.5 feet, more or less, to the point of beginning; containing 22.93 acres, more or less.

Excepted from the above described tract of land are two (2) strips of land totaling approximately 1.12 acres for roadway purposes for a total area of approximately 21.81 acres.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from Delena Rowland, an unmarried woman, by Deed dated September 21, 1974, and recorded in Deed Book 216 at page 464.

#### Tract D-9

Also, the following described real estate lying and being near Ford, Clark County, Kentucky, and said parcel being more particularly described as follows, to wit:

Beginning at a railroad spike in the center of the Ford and Four Mile Road a corner to Ray Rowland; thence with center of said road N 43° 21' W 91.6 feet to a railroad spike; thence N 17° 15' W 103.4 feet to a railroad spike in the center of said road, a corner to L & N Railroad Company; thence with said Railroad S 84° 39' W 206.1 feet to a point in the fence thence S 75° 40' W 30.6 feet to a stake in the fence, a corner to Ray Rowland in the line of the Railroad; thence with said Rowland S 32° 40' E 348.7 feet to a point in the fence; thence S 34° 45' E 56.5 feet to a fence post; thence N 50° 13' E 198.3 feet to the place of beginning, containing an area of 1.53 acres, more or less.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from Troy E. Childers, et al by Deed dated June 27, 1975, recorded in Deed Book 219, Page 692.

There is excepted from the above described property that property conveyed by East Kentucky Rural Electric Cooperative Corporation to the



Commonwealth of Kentucky for the use and benefit of the Department of Highways by Deed dated September 9, 1965 and recorded in Deed Book 175, Page 507.

Tract D-10

Also, the following described real estate lying and being near Ford, Clark County, Kentucky, said parcel being more particularly described as follows:

A certain house and store building located in the town of Ford, Clark County, Kentucky, and Lots 4, 5, 6, 7 and 8 in Block 1 of the Asher Lumber Company Addition as of record in the Clark County Court Clerk's office in Deed Book 57, pages 554 and 545.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from Darrell Estes, et ux, by deed dated May 14, 1993, and recorded in Deed Book 313, page 694.

Tract D-11

Also, the following described real estate lying and being near Ford, Clark County, Kentucky, said parcel being more particularly described as follows:

Beginning at an iron pin in the existing right-of-way of CSX Transportation, Inc. (formerly L&N Railroad), located South  $86^{\circ}17'37''$  East 85.00 feet from a point 56.3 feet north of and perpendicular to south bound station 5644+31 and corner to East Kentucky Power Cooperative Corporation, thence with the existing right-of-way and East Kentucky Power Cooperative Corporation;

North  $76^{\circ}32'23''$  East 161.00 feet to an iron pin, thence;

South  $26^{\circ}53'40''$  East 181.20 feet to an iron pin, thence;

North  $81^{\circ}41'23''$  East 227.00 feet to an iron pin, thence;

With a curve to the right, having a radius of 1005.366 feet, a length of 189.877 feet and a chord of South  $78^{\circ}44'23''$  East 189.59 feet to an iron pin in the existing right-of-way of Ford Road, twenty feet from the average center, thence leaving East Kentucky Power Cooperative Corporation with CSX Transportation, Inc. and the right-of-way of Ford Road twenty feet from the average center;

South 11 21'28" East 28.13 feet to an iron pin, 30 feet north of average centerline of CSX Transportation Track #634;

A curve to the left, having a radius of 2028.90 feet, a length of 152.858 feet, and a chord of North 83°51'53" West 152.82 feet to an iron pin, thence;

North 85°49'25" West 97.68 feet to an iron pin, thence;

A curve to the left, having a radius of 1303.57 feet, and length of 331.826 feet, and a chord of South 86°41'04" West 330.93 feet to an iron pin, thence;

North 10 36'21" West 6.35 feet to the beginning, containing 0.34± acres.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from CSX Transportation, Inc. by deed dated January 4, 1994 and recorded in Deed Book 319 at page 315.

All deeds conveying Tracts D-1 through Tract D-11 are of record in the Clark County Clerk's Office.

**INDENTURE  
EXHIBIT B**

**EXHIBIT B  
SCHEDULE OF PLANT AGREEMENTS**

None.

**INDENTURE  
EXHIBIT C**

**EXHIBIT C  
SCHEDULE OF WHOLESALE POWER CONTRACTS**

1. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Big Sandy R.E.C.C., dated October 1, 1964, as supplemented and amended
2. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Blue Grass Energy Cooperative Corporation, dated October 1, 1964, as supplemented and amended
3. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Clark Energy Cooperative, dated August 25, 1964, as supplemented and amended
4. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Cumberland Valley Electric, dated October 1, 1964, as supplemented and amended
5. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Farmers Rural Electric Cooperative, dated October 1, 1964, as supplemented and amended
6. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Fleming-Mason Energy Cooperative, dated October 1, 1964, as supplemented and amended
7. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Grayson R.E.C.C., dated October 1, 1964, as supplemented and amended
8. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Inter-County Energy Cooperative Corporation, dated October 1, 1964, as supplemented and amended
9. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Jackson Energy Cooperative, dated October 1, 1964, as supplemented and amended
10. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Licking Valley R.E.C.C., dated October 1, 1964, as supplemented and amended
11. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Nolin Rural Electric Cooperative Corporation, dated October 1, 1964, as supplemented and amended
12. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Owen Electric Cooperative, Inc., dated October 1, 1964, as supplemented and amended

13. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Salt River Electric Cooperative Corporation, dated October 1, 1964, as supplemented and amended
14. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Shelby Energy Cooperative Inc., dated October 1, 1964, as supplemented and amended
15. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and South Kentucky R.E.C.C., dated October 1, 1964, as supplemented and amended
16. Wholesale Power Contract between East Kentucky Power Cooperative, Inc. and Taylor County R.E.C.C., dated October 1, 1964, as supplemented and amended

**EXHIBIT D**  
**SCHEDULE OF CERTAIN EXCEPTED PROPERTIES**

All personal property acquired by the Company in connection with the construction of the Smith Circulating Fluidized Bed Generating Unit 1 and owned by the Company as of the date of this Indenture, including, but not limited to, the following:

**1. Turbine Generator Unit**

*Turbine:*

- a. Type: Tandem compound, double flow, single reheat, with 33.5-inch last stage blades.
- b. Throttle steam pressure, psig: 2,400.
- c. Throttle steam temperature, °F: 1,000.
- d. Reheat steam temperature, °F: 1,000.
- e. Rated exhaust pressure, in. Hg. abs.: 2.5.
- f. VWO rating, kW: 305,846.
- g. Guaranteed Capability, kW: 293,597.
- h. Speed, rpm: 3,600.
- i. Number of extraction openings: Seven.
- j. Governor type: Digital.

**2. Steam Generating Unit**

*Type:*

- a. Circulating Fluidized Bed (CFB).
- b. Single reheat, balanced draft furnace.

Design Conditions at Rated Continuous Capacity:

- a. Steam flow from super heater outlet, lb/hr: 2,018,142.
- b. Steam flow from re-heater outlet, lb/hr: 1,765,260.
- c. Pressure at super heater outlet, psia: 2,535.
- d. Pressure at high-pressure turbine outlet, psia: 704.3.
- e. Re-heater pressure drop: 39 psi.
- f. Pressure at combined reheat value inlet, psia: 633.9.
- g. Temperature at super heater outlet, °F: 1,005.
- h. Temperature at re-heater inlet, °F: 672.
- i. Temperature at re-heater outlet, °F: 1,005.
- j. Temperature of feed water at economizer inlet, °F: 502.2.
- k. Maximum gross boiler heat input: 3,000 MBtu/hr.

CFB Equipment List:

a. Equipment Received and Stored at Smith Station

1. Stem Drum and Internals C-1
2. Drum Hanger Rods C-1A
3. Furn. Lwr. Frt Inlet Hdr C-03
4. Furn. Upper Rear Outlet Hdr C-05
5. Furn. Upper Rear Outlet Ring Hdr C-10
6. Furn. Lwr. Side Inlet Hdr C-11
7. Furn. Upper Side Outlet Hdr C-13
8. Evap Inlet Hdr C-22
9. Evap Outlet Hdr C-24
10. BP Upper Side Inlet Hdr S-22
11. BP Lwr Side Outlet Hdr S-24
12. BP Lwr Inlet Hdr S-27
13. BP Upper Frt Ring Hdr S-29
14. FBHE Intermediate SH Inlet Hdr S-62
15. FBHE Intermediate SH Outlet Hdr S-65
16. FBHE Finishing SH Inlet Hdr S-70
17. FBHE Finishing SH Outlet Hdr S-73
18. FBHE RH Inlet Hdr R-14
19. Econ Outlet Hdr E-08
20. RH De-Super-Heater R-02
21. RH Inlet Hdr R-04
22. RH Outlet Hdr R-06
23. LTSH Out Hdr S-47
24. SH De-Super-Heater S-49
25. Furn. Upper Frt Fin Pnl C-04-U
26. Furn. Inter Rear Fin Pnl C-09-I
27. Furn. Upper Rear Fin Pnl C-09-U
28. Furn. Lwr Side Fin Pnl C-12-L
29. Furn. Upper Side Fin Pnl C-12-U
30. Furn. Roof Fin Pnl C-04-R
31. Evap. Vert Fin Pnl C-23
32. BP Lwr Frt Fin Pnl S-28-L
33. BP Upper Frt Fin Pnl S-28-U
34. BP Upper Frt Ring Hdr Pnl S-28-RP
35. BP Upper Rear Fin Pnl S-31
36. BP Lwr Side Fin Pnl S-23-L
37. BP Upper Side Fin Pnl S-23-U
38. BP Roof Fin Pnl S-30
39. FBHE Finishing SH Assys S-63

40. FBHE RH Assys R-15
41. Bare Tube Econ Upper Assys E-05-U
42. LTSH Lwr Assys S-46-L
43. FBHE Intermediate SH Inl Term Tbs 5-63-TI
44. FBHE Intermediate SH Out Term Tbs S-63-TO
45. FBHE Finishing SH Inl Term Tbs 5-71-TI
46. FBHE Finishing SH Out Term Tbs S-71-TO
47. FBHE RH Inl Term Tbs R-15-TI
48. FBHE RH Out Term Tbs R-15-TI
49. Econ Hgr Term Tbs E-07-TO
50. Econ Upper Hgr Tbs E-07-U
51. Upper Rear Fin Pnl C-09-RP
52. Single Evap Panel
53. ECON INLET SPOOL
54. ECON INLET LINK
55. ECON LINK TO STEAM DRUM
56. FBHE FINISHING SH INLET LINK
57. LINK TO SH DESH #1
58. LINK FROM SH DESH
59. FBHE RH INLET LINK
60. CAST CLAMPS RH -FIELD
61. CAST CLAMPS FIN SH-FIELD
62. CAST CLAMPS INT SH-FIELD
63. CAST CLAMP FASTENERS RH-FIELD
64. CAST CLAMP FASTENERS FIN SH-FIELD
65. CAST CLAMP FASTENERS INT SH-FIELD
66. SOOT BLOWER FULL RETRACTS
67. SOOT BLOWER FULL RETRACTS
68. SOOT BLOWER THIRD TRACTS
69. SOOT BLOWER PIPE, VLVS, FTTGS, SUPPTS
70. BACKPASS BUCKSTAYS
71. FURN UPPER BUCKSTAYS
72. FURN LWR BUCKSTAYS
73. STRUCT STL - TIER 1 :STRUCT STL - TIER 3
74. STRUCT STL - TIER 4
75. STRUCT STL PRESS PART SUPPT
76. STRUCT STL BOILER MAIN SUPPT
77. STRUCT STL ROOF FRAMING
78. STRUCT STL SOOT BLOWER SUPPT
79. STRUCT STL - FBHE
80. GRATING-TIER 1
81. GRATING-TIER 2
82. GRATING-TIER 3
83. GRATING-TIER 4



84. CHECKER PLATE-TIER 1
85. CHECKER PLATE-TIER 2
86. CHECKER PLATE-TIER 3
87. CHECKER PLATE-TIER 4
88. STAIR TREADS-TIER 1
89. STAIR TREADS-TIER 2
90. STAIR TREADS-TIER 3
91. STAIR TREADS-TIER 4
92. RAIL & TOE PLATE-TIER 1
93. RAIL & TOE PLATE-TIER 2
94. RAIL & TOE PLATE-TIER 3
95. RAIL & TOE PLATE-TIER 4
96. DECKING-TIER 1
97. DECKING-TIER 2
98. DECKING-TIER 3
99. DECKING-TIER 4
100. PA DUCT TO FURN BOTTOM
101. HOT PA DUCT> FUEL FEED CHUTES
102. SEC AIR DUCT TO FURN (Sect#1-SQ)
103. SEC AIR DUCT TO FURN (Sect#2-RD)
104. HOT PA DUCT TO SORBENT MILL
105. FURN BOTTOM PLENUM
106. FLUIDIZING AIR NOZZLES AT SEAL POT
107. FBHE FLUIDIZING AIR NOZZLES
108. FURN FLUIDIZING AIR NOZZLES
109. BFLY VLV-SORB MILL SAS
110. FLUIDIZING AIR BLR&MOTOR
111. FLUIDIZING AIR BLR&MOTOR
112. DAMPERS-ROUND DUCTS
113. DAMPERS-RECTANGULAR DUCTS
114. FLUIDIZING AIR BLOWER (Accoustic Encl)
115. GAS DUCT>AIR HTR
116. SOLIDS RETURN DUCT-SEAL POT>FBHE
117. FBHE ENCLOSURE - FIN SH
118. FBHE ENCLOSURE - RH
119. FBHE ENCLOSURE - INT SH
120. SOLIDS RETURN DUCT-SEAL POT>FURN
121. GAS OUTLET DUCT< ECON HOPPER>
122. SOLIDS RETURN DUCT-FBHE>FURN
123. DUCT - FURN TO CYCLONE
124. GAS OUTLET DUCT <EXPANSION PLATES>
125. ASH CTRL VLV - FBHE
126. CYCLONE ASSY
127. CYCLONE- VORTEX FINDER

128. CYCLONE DOME <WITH DUCT TO BP
129. SEAL POT
130. SNCR SYSTEM
131. SNCR SYS - PIPE,VLVS+SUPPTS
132. SNCR SYS - EQUIPMENT
133. SNCR SYS - STRUCT & HOUSINGS
134. SNCR SYS - Tanks Stations
135. SNCR SYS - INSTR & CTRLS
136. SNCR SYSTEM
137. SOLID FUEL SILO
138. SORBENT SILO
139. SOLID FUEL FEEDER
140. SORBENT FEEDER
141. WEIGHING SYS-SOLID FUEL
142. WEIGHING SYS-SORBENT
143. WEIGHING SYS-SOLID FUEL
144. SORBENT MILL SYS
145. SORBENT MILL MOTOR
146. SORBENT MILL SYS
147. STARTUP BURNER
148. STARTUP BURNER
149. HOISTS & T (BOILER MAINT)
150. HOISTS & T (FA BLOWER)
151. HOISTS & T (AIR HTR MAINT)
152. HOISTS & T (SORBENT MILL)
153. HOISTS & T (FA BLOWR MTR)
154. HOISTS & T (ASH SCREW COOLER)

b. Equipment Being Stored at Alstom Power Chattanooga Tn.

1. Furnace Down comers C-02
2. Furn. Lwr Rear Inlet Hdr C-08
3. BP Lwr Rear Inlet Hdr S-25
4. FBHE RH Outlet Hdr R-17
5. Econ Inlet Hdr E-4
6. Econ Junction Hdr E-06
7. LTSH Inlet Hdr S-32
8. Furn. Lwr Frt Fin Pnl C-04-L
9. Furn. Lwr Rear Fin Pnl C-09-L
10. Furn. Floor Fin Pnl C-07
11. BP Lwr Rear Fin Pnl S-26
12. FBHE Finishing SH Assys S-71
13. Bare Tube Econ Lwr Assys E-05-L
14. RH Lwr Assys R-05-L

- 15. RH Upper Assys R-05-U
- 16. LTSH Upper Assys S-46-U
- 17. Spare Tubing

**3. Alloy Piping**

*Material:*

- a. Main steam: A335 P22.
- b. Hot reheat: A335 P22.
- c. Cold Reheat: A106 Gr B.

**4. Boiler Feed Pumps**

- a. Number of pumps: Two (each 50% capacity).
- b. Capacity of each pump:
  - (i) Suction flow, gpm: 2,480.
  - (ii) Inter-stage flow, gpm: 100.
  - (iii) Discharge flow, gpm: 2,380.
- c. Total dynamic head, ft: 6,980.
- d. Temperature of feed-water at suction: 337.1 °F.
- e. Type: Horizontal, double-cased, multi-stage, centrifugal.
- f. Characteristics: Shut-off head not less than 115% nor in excess of 130% of rated head.
- g. Drive for the pump: Electric motor, 13,200 volts.
- h. Speed, rpm: 3,600 rpm (max.).
- i. Fluid Coupling:
  - (i) Type: Scoop tube design.
  - (ii) Location: Between the motor and main feed pump.
  - (iii) Turndown: 4 to 1.

**5. Feedwater Heaters**

*General Design:*

<i>Heater No.</i>	<i>Pressure Class</i>	<i>Type</i>	<i>Drain Cooler Section</i>	<i>De-superheating Section</i>
5	<i>Intermediate</i>	<i>Horizontal</i>	<i>Integral</i>	<i>Included</i>
6	<i>High</i>	<i>Horizontal</i>	<i>Integral</i>	<i>Included</i>
7	<i>High</i>	<i>Horizontal</i>	<i>Integral</i>	<i>Included</i>

*Terminal Temperature Differences:*

1. Heaters with de-superheating sections:
  - a. Heaters 5 and 6: 0 °F maximum.
  - b. Heater 7: 3 °F maximum.
2. Drain Coolers: 10 °F maximum.

*Tube Materials*

1. Medium-pressure heater: ASTM SA-688 Type 304.
2. High-pressure heaters: ASTM SA-688 Type 304N.

**6. Condenser**

*Design Conditions:*

1. Turbine exhaust steam flow, lb/hr: 1,347,092.
2. Heat transfer, Btu per sec.: 367,500.
3. Exhaust pressure at turbine maximum capability, in. Hg abs. with 89 °F circulating water (79 °F wet bulb): 3.15.

*Tubes:*

1. Outside diameter, in.: 0.75.
2. Effective area, sq.ft.: 135,700.
3. Wall thickness; BWG: 22.
4. Material: Stainless Steel, ASTM A249, Grade TP304.
5. Effective length, ft.: 48 Max.
6. Number: 14000.
7. Cleanliness factor, %: 90.

*Circulating Water:*

1. Number of passes: One.
2. Quantity of normal flow, gpm: 133,000.
3. Circulating water inlet temperature at turbine maximum capability:
  - a. 89 °F, with 79 °F wet bulb
  - b. 74 °F, with 50 °F wet bulb

*Water Boxes:*

1. Type: Divided.
2. Diameter of main inlets and outlets, inches: 66.

*Hot-well:*

1. Type: De-aerating.
2. Construction: Integral part of condenser shell.
3. Minimum active storage capacity: 5 minutes at full load.

EXHIBIT E  
SCHEDULE OF EXISTING OBLIGATIONS

I. Rural Utilities Service Obligations

Address: Rural Utilities Service  
U.S. Department of Agriculture  
1400 Independence Avenue, S.W.  
Washington, D.C. 20250

County and  
State of Residence: Washington, D.C.

- (1) Mortgage Note (L8), dated December 3, 1976, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$379,268,000, as amended by the Agreement Modifying Promissory Note (L8), dated March 27, 1992, by and among East Kentucky Power Cooperative, Inc., the Federal Financing Bank, and the United States of America, acting through the Administrator of the Rural Utilities Service (maturing on December 31, 2015).

Mortgage Note (L8) (Substitute Note), dated December 1, 1983, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$379,268,000, maturing on December 31, 2015, as amended by the Agreement Modifying Promissory Note (L8), dated March 27, 1992, by and among East Kentucky Power Cooperative, Inc., the Federal Financing Bank, and the United States of America, acting through the Administrator of the Rural Utilities Service (maturing on December 31, 2015).

- (2) Mortgage Note (M9), dated October 31, 1979, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$57,242,000, as amended by the Agreement Modifying Promissory Note (M9), dated March 27, 1992, by and among East Kentucky Power Cooperative, Inc., the Federal Financing Bank, and the United States of America, acting through the Administrator of the Rural Utilities Service (maturing on December 31, 2020).
- (3) Mortgage Note (N8), dated January 13, 1981, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$1,011,352,000, as amended by the Agreement Modifying Promissory Note (N8), dated November 26, 1993, by and among East Kentucky Power Cooperative, Inc., the Federal Financing Bank, and the United States of

America, acting through the Administrator of the Rural Utilities Service (maturing on December 31, 2018).

- (4) Mortgage Note (P12), dated August 29, 1984, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$6,975,000 (maturing on December 31, 2015).
- (5) Promissory Note (R12), dated June 12, 1995, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$18,894,000 (maturing on December 31, 2023).
- (6) Reimbursement Note (R12), dated June 12, 1995, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (7) Promissory Note (S8), dated June 12, 1995, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$108,808,000 (maturing on December 31, 2024).  
  
Substitute Note (S8), dated June 1, 1999, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$108,808,000 (maturing on December 31, 2024).
- (8) Reimbursement Note (S8), dated June 12, 1995, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (9) Mortgage Note (T62), dated March 2, 1998, made by East Kentucky Power Cooperative, Inc. to the United States of America, acting through the Administrator of the Rural Utilities Service, in the original face principal amount of \$12,251,000 (maturing on December 31, 2024).
- (10) Future Advance Promissory Note (T62), dated March 2, 1998, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$15,408,000 (maturing on March 2, 2024).
- (11) Reimbursement Note (T62), dated March 2, 1998, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (12) Future Advance Promissory Note (U8), dated March 2, 1998, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$6,626,000 (maturing on December 31, 2024).

- (13) Reimbursement Note (U8), dated March 2, 1998, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (14) Future Advance Promissory Note (V8), dated March 2, 1998, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$56,833,000 (maturing on December 31, 2024).
- (15) Reimbursement Note (V8), dated March 2, 1998, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (16) Future Advance Promissory Note (W8), dated December 31, 2000, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$85,600,000 (maturing on December 31, 2030).
- Substitute Note (W8), dated April 1, 2005, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$85,600,000 (maturing on December 31, 2030).
- (17) Reimbursement Note (W8), dated December 31, 2000, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (18) Future Advance Promissory Note (X8), dated January 2, 2002, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$92,300,000 (maturing on December 31, 2024).
- (19) Reimbursement Note (X8), dated January 2, 2002, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (20) Future Advance Promissory Note (Y8), dated December 4, 2002, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$223,500,000 (maturing on December 31, 2032).
- Substitute Note (Y8), dated April 2, 2007, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$223,500,000 (maturing on December 31, 2032).



- (21) Reimbursement Note (Y8), dated December 4, 2002, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (22) Future Advance Promissory Note (Z8), dated January 2, 2004, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$433,863,000 (maturing on December 31, 2038).
- (23) Reimbursement Note (Z8), dated January 2, 2004, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (24) Future Advance Promissory Note (AA8), dated January 2, 2004, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$27,645,000 (maturing on December 31, 2023).  
  
Substitute Note (AA8), dated March 2, 2009, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$27,645,000 (maturing on December 31, 2023).
- (25) Reimbursement Note (AA8), dated January 2, 2004, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (26) Future Advance Promissory Note (AB8), dated July 1, 2005, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$55,240,000 (maturing on December 31, 2034).
- (27) Reimbursement Note (AB8), dated July 1, 2005, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (28) Future Advance Promissory Note (AC8), dated April 2, 2007, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$64,240,000 (maturing on December 31, 2040).
- (29) Reimbursement Note (AC8), dated April 2, 2007, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).

- (30) Future Advance Promissory Note (AD8), dated April 2, 2007, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$481,388,000 (maturing on December 31, 2040).
- (31) Reimbursement Note (AD8), dated April 2, 2007, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (32) Future Advance Promissory Note (AE8), dated November 3, 2008, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$276,298,000 (maturing on December 31, 2039).
- (33) Reimbursement Note (AE8), dated November 3, 2008, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (34) Future Advance Promissory Note (AG8), dated November 3, 2008, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$457,510,000 (maturing on December 31, 2040).
- (35) Reimbursement Note (AG8), dated November 3, 2008, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (36) Future Advance Promissory Note (AH8), dated November 3, 2008, made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$108,147,000 (maturing on December 31, 2039).
- (37) Reimbursement Note (AH8), dated November 3, 2008, made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).
- (38) Future Advance Promissory Note (AK8), dated March 1, 2010 made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$140,716,000 (maturing on December 31, 2040).
- (39) Reimbursement Note (AK8), dated March 1, 2010 made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).

- (40) Future Advance Promissory Note (AL8), dated March 1, 2010 made by East Kentucky Power Cooperative, Inc. to the order of the Federal Financing Bank, in the original face principal amount of \$341,000,000 (maturing on December 31, 2044).
- (41) Reimbursement Note (AL8), dated March 1, 2010 made by East Kentucky Power Cooperative, Inc. to the order of the United States of America, acting through the Administrator of the Rural Utilities Service (due on demand).

**II. National Rural Utilities Cooperative Finance Corporation Obligations**

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

County and  
State of Residence: Loudoun County, Virginia

- (1) Project Note (1984B), dated October 15, 1984, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance Corporation, in the original face principal amount of \$141,300,000, as amended by the Supplement and Amendment of Agreements (1984B), dated as of September 1, 2012, by and among East Kentucky Power Cooperative, Inc., National Rural Utilities Cooperative Finance Corporation, County of Mason, Kentucky, U.S. Bank Trust National Association, Deutsche Bank Trust Company Americas and the United States of America, acting by and through the Administrator of the Rural Utilities Service (maturing on October 15, 2014) (National Rural Utilities Cooperative Finance Corporation is a Credit Enhancer).
- (2) Guaranty Note (1984B), dated October 15, 1984, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance Corporation, as amended by the Supplement and Amendment of Agreements (1984B), dated as of September 1, 2012, by and among East Kentucky Power Cooperative, Inc., National Rural Utilities Cooperative Finance Corporation, County of Mason, Kentucky, U.S. Bank Trust National Association, Deutsche Bank Trust Company Americas and the United States of America, acting by and through the Administrator of the Rural Utilities Service (due on demand).
- (3) Project Note (1993B), dated November 1, 1993, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance Corporation, in the original face principal amount of \$11,800,000, as amended by the Supplement and Amendment of Agreements (1993B), dated as of September 1, 2012, by and among East Kentucky Power Cooperative, Inc., National Rural Utilities Cooperative Finance Corporation, Pulaski County, Kentucky, Deutsche Bank Trust Company Americas and the United States of America, acting by and through the Administrator of the Rural Utilities Service (maturing on August 15,

2023) (National Rural Utilities Cooperative Finance Corporation is a Credit Enhancer).

- (4) Guaranty Note (1993B), dated November 1, 1993, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance Corporation, as amended by the Supplement and Amendment of Agreements (1993B), dated as of September 1, 2012, by and among East Kentucky Power Cooperative, Inc., National Rural Utilities Cooperative Finance Corporation, Pulaski County, Kentucky, Deutsche Bank Trust Company Americas and the United States of America, acting by and through the Administrator of the Rural Utilities Service (due on demand).
- (5) Amended and Restated Secured First Mortgage Promissory Note, Series 2012 CFC Note (9033), dated October 11, 2012, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance Corporation, in the original face principal amount of \$3,026,576.63 (maturing on August 29, 2019).
- (6) Amended and Restated Secured First Mortgage Promissory Note, Series 2012 CFC Note (9034), dated October 11, 2012, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance Corporation, in the original face principal amount of \$4,277,682.52 (maturing on December 31, 2024).
- (7) Amended and Restated Secured First Mortgage Promissory Note, Series 2012 CFC Note (9038), dated October 11, 2012, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance Corporation, in the original face principal amount of \$3,312,209.18 (maturing on March 2, 2024).
- (8) Amended and Restated Secured First Mortgage Promissory Note, Series 2012 CFC Note (9051-CB001), dated October 11, 2012, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance Corporation, in the original face principal amount of \$2,817,717 (maturing on December 1, 2023).
- (9) Amended and Restated Secured First Mortgage Promissory Note, Series 2012 CFC Note (9053-CB001), dated October 11, 2012, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance Corporation, in the original face principal amount of \$45,134 (maturing on December 1, 2023).
- (10) Amended and Restated Secured First Mortgage Promissory Note, Series 2012 CFC Note (9054-CB001), dated October 11, 2012, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance

Corporation, in the original face principal amount of \$1,391,250 (maturing on December 1, 2023).

- (11) Amended and Restated Secured First Mortgage Promissory Note, Series 2012 CFC Note (9056-CB001), dated October 11, 2012, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance Corporation, in the original face principal amount of \$4,358,948 (maturing on December 1, 2023).
- (12) Amended and Restated Project Note, dated October 11, 2012, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance Corporation, in the original face principal amount of \$18,000,000 (maturing on December 15, 2012) (National Rural Utilities Cooperative Finance Corporation is a Credit Enhancer).
- (13) Amended and Restated Guaranty Reimbursement Note, dated October 11, 2012, made by East Kentucky Power Cooperative, Inc. to the order of National Rural Utilities Cooperative Finance Corporation (due on demand).