

securing and payment of the principal of and interest on the notes and for the purpose of fully conveying, transferring, and confirming unto the Trustee the property hereby conveyed and transferred, or intended so to be, whether now owned by the Corporation or hereafter acquired by it. The Corporation will cause this Indenture and any and all supplemental mortgages and deeds of trust, and every additional instrument, which shall be executed pursuant to the foregoing provisions forthwith upon execution to be recorded and filed and rerecorded and refilled as conveyances and mortgages and deeds of trust of real and personal property in such manner and in such places as may be required by law in order fully to preserve the security for the notes and to perfect and maintain the superior lien of the Underlying Mortgage and of this Indenture and of all supplemental mortgages and deeds of trust, and the rights and remedies of the Trustee and the note-holders.

SECTION 14. Any noteholder may, at any time or times in succession without notice to or the consent of the Corporation and upon such terms as such noteholder may prescribe, grant to any person, firm, or corporation who shall have become obligated to pay all or any part of the principal of or interest on any note held by or indebtedness owed to such noteholder or who may be affected by the lien hereby created, an extension of the time for the payment of such principal or interest, and after any such extension, the Corporation will remain liable for the payment of such note or indebtedness to the same extent as though it had at the time of such extension consented thereto in writing.

SECTION 15. The Corporation, subject to applicable laws and rules and orders of regulatory bodies, will charge for electric energy and other services furnished by it rates which shall be sufficient to pay and discharge all taxes, maintenance expense, cost of electric energy, and other operating expenses of its electric transmission and distribution system and electric generating facilities, if any, and also to make all payments in respect of principal of and interest on the notes when and as the same shall become due, and to provide and maintain a reasonable reserve for working capital of the Corporation.

SECTION 16. The Corporation will not declare or pay any dividends or make any distributions to its members or stockholders or to consumers except in the event and to the extent that there shall be surplus earnings of the Corporation remaining after payment of or provision for the items enumerated in section 15 of this article II, and unless there shall remain after such payment or distribution reserves in an aggregate amount at least equal to the total of the interest and principal payments required to be made during the next following calendar year in respect of all notes which shall at the time be outstanding.

SECTION 17. In the event that the Trust Estate, or any part thereof, shall be taken under the power of eminent domain; all proceeds and avails therefrom, except to the extent that all noteholders shall consent to other uses and application thereof by the Corporation, shall forthwith be applied by the Corporation: first, to the ratable payment of any indebtedness by this Indenture secured other than principal of or interest on the notes; second, to the ratable payment of interest which shall have accrued on the notes and be unpaid; third, to the ratable payment of or on account of the unpaid principal of the notes; and fourth, the balance shall be paid to whosoever shall be entitled thereto.

SECTION 18. The Corporation will not at any time employ, or enter into any contract for the employment of, any manager or superintendent of any electric transmission and distribution system or electric generating plant embraced in the Trust Estate, or any chief operator, engineer or other employee in active charge of any electric generating plant or electric transmission line embraced in the Trust Estate unless such employment or such contract shall first have been approved by the holder or holders of not less than a majority in principal amount of the notes at the time outstanding. If, during such periods as the Corporation shall be in default in the making of a payment or payments of principal of or interest on one or more of the notes, the holder or holders of not less than a majority in principal amount of the notes at the time outstanding shall at any time give notice to the Corporation that in their opinion any such transmission and distribution system, transmission line or generating plant is not being efficiently operated and shall request the termination of the employment of any such manager or superintendent, or of any such chief operator, engineer, or employee, or shall request the termination of any operating contract in respect of any such transmission and distribution system, transmission line or generating plant, the Corporation will terminate such employment or operating contract within thirty (30) days after the date of such notice. All contracts in respect of the employment of any such manager or superintendent, or of any such chief operator, engineer