

together with all rents, income, revenues, profits and benefits at any time derived, received or paid from any and all of the above-described property of the Mortgagor, TO HAVE AND TO HOLD the same forever, for the uses and purposes and upon the terms, conditions, provisos and agreements expressed and declared in the Mortgage, as amended and supplemented hereby.

2. The Outstanding Notes are hereby confirmed as notes of the Mortgagor entitled to the security of the Mortgage, as amended and supplemented by this Supplemental Mortgage, and of the property by the Mortgage and this Supplemental Mortgage mortgaged and pledged, or intended so to be, equally and ratably with one another and with other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby, without preference, priority or distinction of any one of the Outstanding Notes or such other notes over any other thereof and irrespective of the dates of the execution, delivery or maturity thereof, or of the assignment or negotiation thereof.

3. The term "additional notes" as used in the Mortgage, as amended and supplemented hereby, shall include, in addition to the notes included in said term as defined in the Mortgage, notes executed by the Mortgagor and delivered to the Government to evidence indebtedness of the Mortgagor incurred by the assumption by the Mortgagor of indebtedness of a third party or third parties to the Government created by a loan or loans theretofore made by the Government to such third party or third parties pursuant to and for the purposes specified in the Rural Electrification Act of 1936, as from time to time amended, or the Emergency Relief Appropriation Act of 1935.

4. Section 2 of Article I of the Mortgage is amended to read as follows:

Section 2. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may from time to time execute and deliver to the Government one or more additional notes to evidence loans made by the Government to the Mortgagor pursuant to the Rural Electrification Act of 1936, as from time to time amended (hereinafter called the "Act"), or to evidence indebtedness of the Mortgagor incurred by the assumption by the Mortgagor of the indebtedness of a third party or parties to the Government, created by a loan or loans theretofore made by the Government to such third party or parties pursuant to the Act or the Emergency Relief Appropriation Act of 1935. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may also from time to time execute and deliver one or more notes to refund any note or notes at the time outstanding and secured hereby, or in renewal of or in substitution for any such outstanding note or notes. Additional notes and refunding, renewal and substituted notes shall contain such provisions and shall be executed and delivered upon such terms and conditions as the board of directors of the Mortgagor in the resolution or resolutions authorizing the execution and delivery thereof shall prescribe; provided, however, that the notes at any one time secured hereby shall not exceed one million

dollars (\$ 1,000,000 - - - ) in aggregate principal amount and no note shall mature more than fifty (50) years after the date hereof. Additional notes and refunding, renewal and substituted notes, when and as executed and delivered, shall be secured by this Mortgage, equally and ratably with all other notes at the time outstanding, without preference, priority, or distinction of any of the notes over any other of the notes by reason of the priority of the time of the execution, delivery, or maturity thereof, or of the assignment or negotiation thereof.