RECORDATION NO. 10769-A Filed 1425

AUG 28 1979 -2 20 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 10769 Filed 1425

AUG 28 1979 -2 20 PM

INTERSTATE COMMERCE COMMISSION

DAIRYLAND POWER COOPERATIVE

La Crosse, Wisconsin

54601

August 17, 1979

No. AUG-2

Date

Fee $ 50.00

Washington, D.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Gentlemen:

I enclose for recording an original and two photostatic copies each of a "Supplemental Mortgage and Security Agreement" among Dairyland Power Cooperative, the United States of America and National Rural Utilities Cooperative Finance Corporation, dated July 15, 1977. Attached to and made a part of the counterparts of the common mortgage of July 15, 1977, is an executed acknowledgment of mortgage lien specifically describing the after-acquired railcars.

The mortgagor is Dairyland Power Cooperative, a Wisconsin and Minnesota Corporation. The mortgagees are the United States of America and National Rural Utilities Cooperative Finance Corporation, a corporation existing under the laws of the District of Columbia.

The equipment covered by the terms of these agreements is described as follows:

> 242 ACF "Coalveyor" steel high-sided gondola railroad cars, of 4240 cubic feet capacity; AAR car type code G 292; AAR mechanical designation: GT; road numbers DAPX 1 through DAPX 242 (inclusive).

These documents do not represent any assignment of rights under or any supplement or amendment to any instrument previously recorded with the ICC.

I am enclosing Dairyland's check for $50.00 which we understand is the fee for recording this instrument.

The original documents should be returned to Floyd E. Wheeler, Esq., 25 West Main Street, Suite 801, Madison, Wisconsin, 53703.

Very truly yours,

DAIRYLAND POWER COOPERATIVE

Edward Holdorf

Edward Holdorf, President

FEE I.C.C. AUG 28 12 15 PM

FEW:gs

Enclosures

RECORDATION NO. 10769 Filed 1425

AUG 28 1979 -2 20 PM

INTERSTATE COMMERCE COMMISSION

Acknowledgement of Mortgage Lien

Dairyland Power Cooperative, a corporation organized under the laws of Wisconsin and Minnesota, and operating in the States of Wisconsin, Minnesota, Iowa and Illinois, with principal place of business at La Crosse, Wisconsin, does hereby acknowledge that pursuant to the after acquired property provisions in that certain instrument entitled:

"SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT
made by and among
DAIRYLAND POWER COOPERATIVE,
UNITED STATES OF AMERICA
and
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION
Dated as of July 15, 1977

and Financing Statement for Security Agreement under the Uniform Commercial Code of Iowa, Minnesota and Illinois."

hereinafter called the "Mortgage", the following described after acquired property is covered by the lien of said Mortgage with the same force and effect as though owned by Dairyland Power Cooperative on July 15, 1977, and specifically described as mortgaged property in the above described Mortgage instrument:

Description of Mortgaged Property

Description of cars:	Two hundred forty-two (242) ACF "Coalveyor" steel high-sided gondola type railroad cars with Rotary couplers on "A" end. Length over coupler 53'1". Extreme height 12'4". Light weight 50,900 lbs.
Capacity per car:	4240 cubic feet; 212,000 lbs. nominal capacity (157.037 cubic yards; 106 tons).
Reporting Marks:	DAPX 1 through 242, inclusive.
AAR Car Type Code:	G 292
AAR Mechanical Designation:	GT
Manufacturer:	ACF Industries, Inc. (Amcar Division) St. Louis, Missouri
Date Built:	June and July 1979

The above described property has been purchased by Dairyland Power Cooperative with the proceeds of a loan from National Rural Utilities Cooperative Finance Corporation (CFC) evidenced by a Secured Promissory Note made by Dairyland Power Cooperative to CFC dated August 17, 1979, in the principal sum of $8,425,000.

A counterpart of the Mortgage, dated July 15, 1977, securing said loan and constituting a mortgage lien on the above described after acquired property, is attached hereto and made a part hereof.

In Witness Whereof Dairyland Power Cooperative has caused this instrument to be executed in its behalf by its President and its corporate seal to be hereunto affixed and attested by its Board of Directors this 17th day of August 1979.

Executed in the presence of:

Ann J. Malin

Floyd E. Wheeler

DAIRYLAND POWER COOPERATIVE

By: Edward J. Holdorf, President

Attest: Allen E. Hoel, Secretary

State of Wisconsin)
(ss.
County of La Crosse)

Before me this 17th day of August 1979 came Edward J. Holdorf and Allen E. Hoel, to me known to be the President and Secretary, respectively, of Dairyland Power Cooperative, a corporation, who acknowledged that they executed the foregoing instrument in behalf of said corporation pursuant to authorization of its board of directors.

William D. Harvey
Notary Public, Dane County, Wisconsin
and Member Wisconsin State Bar
My Commission is Permanent

9/11/79

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Floyd E. Wheeler, Esq.
25 West Main Street Suite 801
Madison, Wisconsin 53703

Dear
Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/28/79 at 2:30pm, and assigned re-recordation number(s). 10769 & 10769-A

Sincerely yours,

Agatha L. Mergenovich

Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

Form - Orig. Common REA-CFC Elec. Mtg. - Ltd. - Power Supply 5/76

RECORDATION NO. 10769 Filed 1425

AUG 28 1979 -2 20 PM

INTERSTATE COMMERCE COMMISSION

(3447)

REA PROJECT DESIGNATION:

WISCONSIN 64LA1 LACROSSE

SUPPLEMENTAL

MORTGAGE

AND SECURITY AGREEMENT

made by and among
DAIRYLAND POWER COOPERATIVE,
UNITED STATES OF AMERICA

and

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION

Dated as of July 15, 1977

and Financing Statement for Security Agreement under the Uniform Commercial Code of Iowa, Minnesota and Illinois

Form - Orig. Common REA-CFC Elec. Mtg. - Ltd. - Power Supply 5/76

RECORDATION NO. 10769 Filed 1425

AUG 28 1979 -2 20 PM

INTERSTATE COMMERCE COMMISSION

Case No. 3447

REA PROJECT DESIGNATION:

WISCONSIN 64LA1 LACROSSE

SUPPLEMENTAL

MORTGAGE

AND SECURITY AGREEMENT

made by and among
DAIRYLAND POWER COOPERATIVE,
UNITED STATES OF AMERICA

and

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION

Dated as of July 15, 1977

and Financing Statement for Security Agreement under the Uniform Commercial Code of Iowa, Minnesota and Illinois

No. 59

THIS INSTRUMENT GRANTS A SECURITY INTEREST BY A TRANSMITTING UTILITY

County of debtor's residence: LaCrosse County, Wisconsin

SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT, dated as of July 15, 1977, made by and among DAIRYLAND POWER COOPERATIVE (hereinafter called the "Mortgagor"), a corporation existing under the laws of the States of Wisconsin and Minnesota, UNITED STATES OF AMERICA (hereinafter called the "Government") acting through the Administrator of the Rural Electrification Administration (hereinafter called "REA"), and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (hereinafter called "CFC"), a corporation existing under the laws of the District of Columbia (the Government and CFC being hereinafter sometimes collectively called the "Mortgagees").

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Government, certain mortgage notes all payable in installments to the order of, or obligating the Mortgagor otherwise to, the Government, of which the mortgage notes (hereinafter collectively called the "Outstanding REA Notes") identified in the eighth recital hereof (hereinafter called the "Instruments Recital") are now outstanding and held by the Government, all of which Outstanding REA Notes evidence indebtedness created by loans made or guaranteed by the Government pursuant to (a) the Rural Electrification Act of 1936, as amended, including without limitation the amendment thereof of May 11, 1973 by P.L. 93-32 (7 U.S.C. 901 et seq.; such Act, as so amended, being hereinafter called the "Act") and (b) the loan contract or amending loan contract and, where applicable, a contract under which the Government, pursuant to the Act, guaranteed the repayment by the Mortgagor of a loan or loans, such contracts being identified in the Instruments Recital under the heading "REA Loan Agreement" (said loan contract or other contract, as it or they may have been heretofore amended, and as it or they may from time to time be amended or supplemented, and any contract under which the Government shall guarantee, pursuant to the Act, the repayment by the Mortgagor of a loan or loans made by a third party or parties to the Mortgagor, being hereinafter collectively called the "REA Loan Agreement"); and

WHEREAS, the Outstanding REA Notes are secured by the security instruments (hereinafter collectively called the "REA Mortgage") made by the Mortgagor to the Government identified in the Instruments Recital; and

WHEREAS, the Mortgagor, the Government and CFC desire to add CFC as a secured party under the REA Mortgage and further desire to amend, supplement and consolidate the REA Mortgage; and

WHEREAS, under the provisions of the Act and other applicable law, the Administrator of REA is authorized to amend, supplement and consolidate the REA Mortgage as herein provided; and

WHEREAS, the changes in the REA Mortgage which the parties thereto and hereto desire now to effect make advisable the consolidating and restating of each of the instruments constituting the REA Mortgage in its entirety.

NOW, THEREFORE, this Supplemental Mortgage and Security Agreement

WITNESSETH:

That each of the instruments constituting the REA Mortgage is hereby amended, supplemented and consolidated to read in its entirety from and after the date of execution of this Supplemental Mortgage and Security Agreement (the REA Mortgage, as amended, supplemented and consolidated hereby, being herein called "this Mortgage") as follows:

WHEREAS, it is contemplated that the Outstanding REA Notes shall be secured hereby, as well as additional notes and refunding, renewal and substitute notes (hereinafter collectively called the "Additional REA Notes") which may from time to time be executed and delivered by the Mortgagor to evidence indebtedness created by loans made or guaranteed by the Government pursuant to the Act, as hereinafter provided (the Outstanding REA Notes and any Additional REA Notes being hereinafter collectively called the "REA Notes"); and

WHEREAS, the Mortgagor has determined at this time to borrow funds also from CFC pursuant to a loan agreement, identified in the Instruments Recital, between the Mortgagor and CFC (such loan agreement as it may from time to time be amended or supplemented being hereinafter called the "CFC Loan Agreement" and, together with the REA Loan Agreement, collectively the "Loan Agreements") and has accordingly duly authorized the execution and delivery to CFC of its mortgage note (identified in the Instruments Recital and hereinafter called the "Interim CFC Note"); and

WHEREAS, the instruments referred to in the preceding recitals and the Maximum Debt Limit referred to in article I, section 1 hereof are hereby identified as follows:

INSTRUMENTS RECITAL

"REA Loan Agreement" (exclusive of amendments), dated as of July 1, 1949

"CFC Loan Agreement", dated as of June 15, 1977

"Interim CFC Note": (Of even date herewith):

Principal Amount	Initial Maturity Date	Interest Rate
$10,000,000	five years from the date thereof	Variable

"Maximum Debt Limit" for purposes of article I, section 1 hereof shall be one billion dollars ($1,000,000,000).

"Outstanding REA Notes":

Forty-one ------ (41) certain mortgage notes in an aggregate principal amount of $ 356,385,950------- , all of which will finally mature on or before thirty-four years from year of last advance.

"REA Mortgage": Instrument	Date	Trustee, if any
Indenture of Deed of Trust	June 1, 1942	The American Exchange Ban
Supplemental Indenture	August 20, 1943	The American Exchange Ban
Supplemental Indenture	October 10, 1945	The American Exchange Ban
Mortgage	May 31, 1958	
Supplemental Mortgage	August 17, 1957	
Supplemental Mortgage	March 29, 1972	
Supplemental Mortgage	September 28, 1973	
Supplemental Mortgage	September 19, 1975	

WHEREAS, it is contemplated that the Interim CFC Note shall be secured hereby, as well as additional notes and refunding, renewal and substitute notes (hereinafter collectively called the "Additional CFC Notes" and, together with the Additional REA Notes, the "Additional Notes") which may from time to time be executed and delivered by the Mortgagor to CFC as hereinafter provided (the Interim CFC Note and any Additional CFC Notes being hereinafter collectively called the "CFC Notes"; and the REA Notes and the CFC Notes, collectively, being hereinafter called the "notes"); and

WHEREAS, the Government and CFC are authorized to enter into this Mortgage; and

WHEREAS, to the extent that any of the property described or referred to in this Mortgage is governed by the provisions of the Uniform Commercial Code of any state (hereinafter called the "Uniform Commercial Code"), the parties hereto desire that this Mortgage be regarded as a "security agreement" and as a "financing statement" for said security agreement under the Uniform Commercial Code;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH that, in order to secure the payment of the principal of and interest on the notes, according to their tenor and effect, and further to secure the due performance of the covenants, agreements and provisions contained in this Mortgage and the Loan Agreements and to declare the terms and conditions upon which the notes are to be secured, the Mortgagor, in consideration of the premises, has executed and delivered this Mortgage, and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over, unto the Mortgagees, and their respective assigns, all and singular the following described property (hereinafter sometimes called the "Mortgaged Property"):

I

All right, title and interest of the Mortgagor in and to the electric generating plants and facilities and electric transmission and distribution lines and facilities now owned by the Mortgagor, wherever located, including without limitation those located in the Counties of Ashland, Barron, Bayfield, Buffalo, Burnett, Chippewa, Clark, Crawford, Dunn, Eau Claire, Grant, Iron, Jackson, Juneau, LaCrosse, Lafayette, Marathon, Monroe, Pepin, Pierce, Polk, Price, Richland, Rusk, Sauk, Sawyer, St. Croix, Taylor, Trempealeau, Vernon, Washburn, and Wood in the State of Wisconsin; Fillmore, Freeborn, Houston, Mower, Olmsted, Wabasha, and Winona in the State of Minnesota; Allamakee, Clayton, Chickasaw, Fayette, Floyd, Howard, Mitchell, Winnebago, Winneshiek, and Worth in the State of Iowa; and Carroll and Jo Daviess in the State of Illinois, or hereafter constructed or acquired by the Mortgagor, wherever located, and in and to all extensions and improvements thereof and additions thereto, including all substations, service and connecting lines (both overhead and underground), poles, towers, posts, crossarms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes, fixtures, appliances, generators, dynamos, water turbines, water wheels, boilers, steam turbines, motors, switch boards, switch racks, pipe lines, machinery, tools, supplies, switching and other equipment, and any and all other property of every nature and description, used or acquired for use by the Mortgagor in connection therewith and including, without limitation, the following described property, to wit:

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Ashland Substation
   Grantor Bayfield Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Ashland
   Date Recorded 28 May 1975, Volume 309
   Page 348, Instrument Recording No. X186074

2. Site Common Name Butternut Substation
   Grantor Price Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Ashland
   Date Recorded 4 June 1975, Volume 309
   Page 456, Instrument Recording No. X186143

3. Site Common Name Glidden Substation
   Grantor Price Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Ashland
   Date Recorded 4 June 1975, Volume 309
   Page 456, Instrument Recording No. X186143

4. Site Common Name High Bridge Substation
   Grantor Bayfield Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Ashland
   Date Recorded 28 May 1975, Volume 309
   Page 348, Instrument Recording No. X186074

5. Site Common Name Barron Substation Site
   Grantor Abraham Blatter, Hedwig Blatter and Barbara Blatter
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Barron
   Date Recorded 9-11-47, Volume 125
   Page 193, Instrument Recording No. 280349

6. Site Common Name Barron Substation Site
   Grantor Russel E. Erickson and Ruby A. Erickson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Barron
   Date Recorded 5-13-66, Volume 322
   Page 527, Instrument Recording No. 356780

7. Site Common Name Cameron Substation Site
   Grantor Arlie Wetzel
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Barron
   Date Recorded 6-21-71, Volume 371
   Page 626, Instrument Recording No. 380588

8. Site Common Name Chetek Substation Site
   Grantor Leon Horton and Leah Horton
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Barron
   Date Recorded 6-29-50, Volume 129
   Page 313, Instrument Recording No. 292018

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Clayton Substation Site
   Grantor August Eggert and Wilhelmeina Eggert
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Barron
   Date Recorded 5-10-49, Volume 127
   Page 466, Instrument Recording No. 287765

2. Site Common Name Cumberland Substation Site
   Grantor Joseph and Evelyn Sparish
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Barron
   Date Recorded 10-8-58, Volume 143
   Page 634, Instrument Recording No. 325061

3. Site Common Name Haugen Substation Site
   Grantor Lawrence Weilep
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Barron
   Date Recorded 7-21-48, Volume 127
   Page 67, Instrument Recording No. 284226

4. Site Common Name Bayfield Substation
   Grantor Bayfield Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Bayfield
   Date Recorded 28 May 1975, Volume 279
   Page 30-34, Instrument Recording No. 300670

5. Site Common Name Barksdale Substation
   Grantor Bayfield Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Bayfield
   Date Recorded 28 May 1975, Volume 279
   Page 30-34, Instrument Recording No. 300670

6. Site Common Name Bibon Substation
   Grantor Bayfield Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Bayfield
   Date Recorded 28 May 1975, Volume 279
   Page 30-34, Instrument Recording No. 300670

7. Site Common Name Cable Substation
   Grantor Bayfield Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Bayfield
   Date Recorded 28 May 1975, Volume 279
   Page 30-34, Instrument Recording No. 300670

8. Site Common Name Herbster Substation
   Grantor Bayfield Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Bayfield
   Date Recorded 28 May 1975, Volume 279
   Page 30-34, Instrument Recording No. 300670

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Iron River Substation
   Grantor Bayfield Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Bayfield
   Date Recorded 28 May 1975, Volume 279
   Page 30-34, Instrument Recording No. 300670

2. Site Common Name Telemark Substation
   Grantor Bayfield Electric Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Bayfield
   Date Recorded 28 May 1975, Volume 279
   Page 30-34, Instrument Recording No. 300670

3. Site Common Name Alma Plant
   Grantor John H. Larew and wife
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 1-31-46, Volume 87
   Page 369, Instrument Recording No. 94566

4. Site Common Name Alma Plant
   Grantor City of Alma
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 3-6-46, Volume 89
   Page 106, Instrument Recording No. 94709

5. Site Common Name Alma Plant
   Grantor Robert L. Tenney
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 3-6-46, Volume 89
   Page 106, Instrument Recording No. 94710

6. Site Common Name Alma Plant
   Grantor Fred C. Lehmon and wife
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 3-6-46, Volume 89
   Page 108, Instrument Recording No. 94712

7. Site Common Name Alma Plant
   Grantor La Ferne Schopper
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 3-11-46, Volume 87
   Page 402, Instrument Recording No. 94729

8. Site Common Name Alma Plant
   Grantor Earl Harry
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 3-15-46, Volume 89
   Page 123, Instrument Recording No. 94754

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Alma Plant
   Grantor John Burgmeier and wife
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 3-15-46, Volume 89
   Page 124, Instrument Recording No. 94755

2. Site Common Name Alma Plant
   Grantor Miller and Keil
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 6-25-46, Volume 91
   Page 213, Instrument Recording No. 97490

3. Site Common Name Alma Plant
   Grantor John H. Larew and wife
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 3-6-47, Volume 89
   Page 107, Instrument Recording No. 94711

4. Site Common Name Alma Plant
   Grantor Earl Harry
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 3-15-46, Volume 89
   Page 125, Instrument Recording No. 94756

5. Site Common Name Alma Plant
   Grantor U.S.A. by Sec. of Army
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 7-22-49, Volume 92
   Page 450, Instrument Recording No. 100658

6. Site Common Name Alma Plant
   Grantor City of Alma
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 10-30-51, Volume 96
   Page 126, Instrument Recording No. 103576

7. Site Common Name Alma Plant
   Grantor U.S.A. by Sec. Interior
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 1-20-55, Volume 98
   Page 481, Instrument Recording No. 107793

8. Site Common Name Alma Plant Site
   Grantor U.S.A. - Department of Interior
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 2-15-60, Volume 105
   Page 298, Instrument Recording No. 114701

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Alma Plant Site
   Grantor U.S.A. through General Services Administration
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 7-23-57, Volume 101
   Page 390, Instrument Recording No. 111086

2. Site Common Name Alma Microwave Site
   Grantor Allen G. Wald
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 11-8-68, Volume 111
   Page 81, Instrument Recording No. 128778

3. Site Common Name Alma Microwave Site
   Grantor Andrew H. Noll
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 10-30-68, Volume 111
   Page 192, Instrument Recording No. 128758

4. Site Common Name Alma Transmitter Site
   Grantor Alvin A. Hoch and Olivia Hoch
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 9-30-47, Volume 90
   Page 487, Instrument Recording No. 97955

5. Site Common Name Bachhuber Land
   Grantor Max O. & Georgia Bachhuber
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 16 October 1972 Volume 123
   Page 161, Instrument Recording No. 135317

6. Site Common Name Cochrane Substation Site
   Grantor John and Pauline Kamrowski
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 7-30-58, Volume 103
   Page 453, Instrument Recording No. 112501

7. Site Common Name Cream Substation Site
   Grantor Esther E. Herold
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded May 24, 1971, Volume 120
   Page 546, Instrument Recording No. 132811

8. Site Common Name Gilmanton Substation Site
   Grantor Oscar B. Glanzman, also known as O.B. Glanzman and Hilda E. Glanzman
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 7-5-49, Volume 92
   Page 422, Instrument Recording No. 100581

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Land for Exchange
   Grantor Carl Norman Gleiter and Rose I. Gleiter
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 9-6-62, Volume 110
   Page 97, Instrument Recording No. 118135

2. Site Common Name Lookout Substation Site
   Grantor Myron and Mabel Winsand
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 11-15-61, Volume 108
   Page 505, Instrument Recording No. 117138

3. Site Common Name Lookout Substation Site
   Grantor Myron Winsand and Mabel Winsand
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 8-17-61, Volume 108
   Page 424, Instrument Recording No. 116795

4. Site Common Name Glencoe Substation Site
   Grantor Wilmer Pritz
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 6-5-70, Volume 120
   Page 217, Instrument Recording No. 131332

5. Site Common Name Nelson Substation Site
   Grantor Henry Strand and Olga Strand
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Buffalo
   Date Recorded 8-12-52, Volume 96
   Page 385, Instrument Recording No. 104485

6. Site Common Name Grantsburg Substation Site
   Grantor Lowell D. Hoffman and Eunice Hoffman
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Burnett
   Date Recorded 11-5-70, Volume 246
   Page 205, Instrument Recording No. 169418

7. Site Common Name Hertel Substation Site
   Grantor Ellen Josephine Miller and Edgar Miller
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Burnett
   Date Recorded 6-6-49, Volume 61
   Page 29, Instrument Recording No. 124026

8. Site Common Name Jackson Substation Site
   Grantor Henry A. Tetrault and Alverna Tetrault
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Burnett
   Date Recorded 6-25-68, Volume 229
   Page 595, Instrument Recording No. 162258

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Jackson Substation Site
   Grantor The Federal Land Bank of St. Paul
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Burnett
   Date Recorded 7-30-70, Volume 244
   Page 59, Instrument Recording No. 168402

2. Site Common Name Lewis Substation
   Grantor Wisconsin Power Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Burnett
   Date Recorded 3-11-42, Volume 76
   Page 257, Instrument Recording No. 108959

3. Site Common Name Cadott
   Grantor Eau Claire Electric Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Chippewa
   Date Recorded 7 January, 1974, Volume 399
   Page 582-583, Instrument Recording No. 366576

4. Site Common Name Colburn Substation Site
   Grantor Walter Phelps
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Chippewa
   Date Recorded 12-1-49, Volume 160
   Page 114, Instrument Recording No. 255224

5. Site Common Name Eagle Point Substation Site
   Grantor Wisconsin Power Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Chippewa
   Date Recorded 3-11-42, Volume 167
   Page 158, Instrument Recording No. 222455

6. Site Common Name Elk Mound OCB Station Site
   Grantor Wisconsin Power Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Chippewa
   Date Recorded 3-11-42, Volume 167
   Page 158, Instrument Recording No. 222455

7. Site Common Name Elk Mound Switching Station
   Grantor Charles Quale and Ellen A. Quale
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Chippewa
   Date Recorded 4-20-49, Volume 195
   Page 128-129, Instrument Recording No. 252936

8. Site Common Name Elk Mound Transmission Substation Site
   Grantor Clarence J. Johnson and Alice Johnson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Chippewa
   Date Recorded _____, Volume _____
   Page _____, Instrument Recording No. _____

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Holcombe Substation Site
   Grantor Henry and Mary Elizabeth Staudacher
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Chippewa
   Date Recorded 6-24-49, Volume 195
   Page 177-178, Instrument Recording No. 253657

2. Site Common Name New Auburn Substation Site
   Grantor Albert H. Kressin and Frieda E. Kressin
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Chippewa
   Date Recorded 12-20-50, Volume 160
   Page 124, Instrument Recording No. 259460

3. Site Common Name Eagle Point #2 Distribution Substation
   Grantor Raymond J. Seibel and Genevieve H. Seibel
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Chippewa
   Date Recorded 10-18-76, Volume 440
   Page 265, Instrument Recording No. 385237

4. Site Common Name Drywood Transmission Substation
   Grantor Henry Carl Boettcher
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Chippewa
   Date Recorded 4-30-76, Volume 431
   Page 465, Instrument Recording No. 381250

5. Site Common Name Colby Substation Site
   Grantor Clarence T. Uerling and Aloria Uerling
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Clark
   Date Recorded 4-30-49, Volume 119
   Page 501, Instrument Recording No. 264850

6. Site Common Name Eidsvold
   Grantor Emil and Valeria Kodl
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Clark
   Date Recorded 13 March, 1975, Volume 319
   Page 348, Instrument Recording No. 356162

7. Site Common Name Granton Substation Site
   Grantor Harland Kuhl and Bettie Kuhl
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Clark
   Date Recorded 9-13-49, Volume 119
   Page 503, Instrument Recording No. 266168

8. Site Common Name Longwood Substation Site
   Grantor W.D. Tisdale A/K/A william D. Tisdale & Clara M. Tisdale
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Clark
   Date Recorded 8-12-52, Volume 119
   Page 507, Instrument Recording No. 276316

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Longwood Substation Site
Grantor Wisconsin Power Cooperative
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Clark
Date Recorded 3-12-42, Volume 157
Page 327, Instrument Recording No. 234287

2. Site Common Name Loyal Substation Site
Grantor Leo Rueth and Agnes Rueth
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Clark
Date Recorded 9-27-52, Volume 119
Page 510, Instrument Recording No. 276735

3. Site Common Name Lublin Substation Site
Grantor Ralph Bartosewicz and Anna Bartosewicz
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Clark
Date Recorded 3-4-48, Volume 119
Page 500, Instrument Recording No. 259899

4. Site Common Name Pine Valley Substation Site
Grantor Kurt Marg
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Clark
Date Recorded 10-12-66, Volume 239
Page 407, Instrument Recording No. 322410

5. Site Common Name Sherwood Substation Site
Grantor Louis Rosandick and Elizabeth A. Rosandick
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Clark
Date Recorded 9-26-63, Volume 209
Page 623, Instrument Recording No. 312628

6. Site Common Name T-Corners Interconnection Site
Grantor Willis Birkett and Mildred Birkett
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Clark
Date Recorded 12-11-63, Volume 210
Page 371, Instrument Recording No. 313334

7. Site Common Name Willard Substation Site
Grantor John T. Verschay and Olive Verschay
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Clark
Date Recorded 7-11-50, Volume 175
Page 356, Instrument Recording No. 269144

8. Site Common Name Withee Substation Site
Grantor Frank C. Stigen and Amelia Stigen
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Clark
Date Recorded 7-31-45, Volume 119
Page 493, Instrument Recording No247497

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Eastman Substation Site
   Grantor Catherine Schmidt and Norbert W. Schmidt and Nina M. Schmidt
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Crawford
   Date Recorded 2-18-52, Volume 194
   Page 116, Instrument Recording No. 138908

2. Site Common Name Gays Mills Substation Site
   Grantor Crawford Electric Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Crawford
   Date Recorded 4-29-44, Volume 170
   Page 75, Instrument Recording No. 122493

3. Site Common Name Mount Zion Substation Site
   Grantor Charles A. Bannan and Emma Bannan
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Crawford
   Date Recorded 8-25-51, Volume 194
   Page 37, Instrument Recording No. 137055

4. Site Common Name Soldiers Grove Substation Site
   Grantor Milton F. Gander and Gynith P. Gander
   Grantee Dariyland Power Cooperative
   Recording Information:
   State Wisconsin, County Crawford
   Date Recorded 1-13-70, Volume 253
   Page 236, Instrument Recording No. 173469

5. Site Common Name Connersville Substation Site
   Grantor George and Vera Danovsky
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded 1-27-65, Volume 173
   Page 512, Instrument Recording No. 273487

6. Site Common Name Downsville Substation Site
   Grantor Christian A. Haase and Mabel H. Haase
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded 3-3-49, Volume 149
   Page 80, Instrument Recording No. 228869

7. Site Common Name Dunn Substation Site
   Grantor Wisconsin Power Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded 3-11-42, Volume 132
   Page 126, Instrument Recording No. 204274

8. Site Common Name Elk Creek Hydro Site
   Grantor Eau Claire Electric Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded 12-12-50, Volume 152
   Page 15, Instrument Recording No. 234329

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Elk Mound Substation Site
   Grantor Lloyd Christopherson and Frances Christopherson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded 2-21-52, Volume 152
   Page 310, Instrument Recording No. 237662

2. Site Common Name Knapp Substation Site
   Grantor Fredrick A. and Anna M. Bird
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded 9-26-63, Volume 173
   Page 116, Instrument Recording No. 269761

3. Site Common Name Lucas Substation Site
   Grantor Theodore Pax, Jr., and Ruth Pax
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded 4-9-69, Volume 209
   Page 112-13, Instrument Recording No. 286197

4. Site Common Name Rock Falls Substation Site
   Grantor Bruce Prissel and Patricia Prissel
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded 10-27-60, Volume 166
   Page 537, Instrument Recording No. 262201

5. Site Common Name Wheeler Substation Site
   Grantor Julius Stevens
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded 5-13-49, Volume 149
   Page 127, Instrument Recording No. 229519

6. Site Common Name Colfax
   Grantor Sylvia Hazel Lee
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded 16 July, 1973, Volume 236
   Page 814, Instrument Recording No. 301329

7. Site Common Name Augusta Substation Site
   Grantor Paul A. Ida and Theo M. Ida
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Eau Claire
   Date Recorded 7-22-52, Volume 194
   Page 573, Instrument Recording No. 268226

8. Site Common Name Brackett Substation Site
   Grantor Leo and Luella H. Michels
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Eau Claire
   Date Recorded August 3, 1972, Volume 385
   Page 61 and 62 Instrument Recording No. 393798

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Cleghorn #2 Substation Site
   Grantor Byron B. and Mildred L. Lamont
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Eau Claire
   Date Recorded April 5, 1971, Volume 356
   Page 766-767, Instrument Recording No. 381742

2. Site Common Name Ludington Substation Site
   Grantor Dennison Nichols
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Eau Claire
   Date Recorded 3-25-49, Volume 194
   Page 176, Instrument Recording No. 250669

3. Site Common Name Ludington #2 Substation Site (future)
   Grantor Herman F. and Martha Hagedorn
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Eau Claire
   Date Recorded July 2, 1959, Volume 225
   Page 357, Instrument Recording No. 306935

4. Site Common Name Seymour Substation Site
   Grantor August and Emma Konklin
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Eau Claire
   Date Recorded 12-30-58, Volume 225
   Page 203, Instrument Recording No. 304034

5. Site Common Name Union Substation Site
   Grantor John Maenner & Josephine A. Maenner
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Eau Claire
   Date Recorded 8-13-52, Volume 194
   Page 577, Instrument Recording No. 268601

6. Site Common Name Washington Sub
   Grantor Christy T. Hauge and Betty L. Hauge
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Eau Claire
   Date Recorded 2-2-76, Volume 433
   Page 589, Instrument Recording No. 426036

7. Site Common Name Beetown Substation Site
   Grantor Sarah Salis
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 6-3-52, Volume 304
   Page 248, Instrument Recording No 233328

8. Site Common Name Castle Rock Substation Site
   Grantor Henry L. Everson and Agnes Everson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 5029052, Volume 204
   Page 571, Instrument Recording No. 233855

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Cassville Radio Tower Site
   Grantor Peter Esser and Eva Esser
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 12-22-51, Volume 204
   Page 568, Instrument Recording No. 228246

2. Site Common Name Cuba City
   Grantor William and Mabel Schneider
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 5-3-63, Volume 383
   Page 32, Instrument Recording No. 369090

3. Site Common Name Fennimore Regulator Station Site
   Grantor George W. Kemnitzer
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded _____, Volume _____
   Page _____, Instrument Recording No. _____

4. Site Common Name Fennimore Substation Site
   Grantor Willard E. James and Clara D. James
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 9-23-50, Volume 292
   Page 2 Instrument Recording No. 215173

5. Site Common Name Jerrett
   Grantor Gilbert P. & Jean Kuehl
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 18 March, 1974, Volume 495
   Page 251, Instrument Recording No. 440781

6. Site Common Name Lancaster Distribution Substation Site
   Grantor Grant Electric Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 4-29-44, Volume 258
   Page 517, Instrument Recording No. 160107

7. Site Common Name Lancaster Transmission Substation
   Grantor Wilbur & Wilma L. Stanton
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 2-24-47, Volume 267
   Page 577, Instrument Recording No. 181993

8. Site Common Name Mount Hope Substation Site
   Grantor Charles J. Carmody and Nora Carmody
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 12-5-51, Volume 204
   Page 567, Instrument Recording No. 22774

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Platteville Substation Site
   Grantor Leo J. Weittenhiller
   Grantee Dariyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 7-19-52, Volume 204
   Page 575, Instrument Recording No. 234742

2. Site Common Name Stoneman Steam Plant
   Grantor Village of Cassville
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 5-19-49, Volume 204
   Page 534, Instrument Recording No.

3. Site Common Name Stoneman Steam Plant
   Grantor George and Abbie Clancy
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 5-24-49, Volume 282
   Page 226, Instrument Recording No.

4. Site Common Name Stoneman Steam Plant
   Grantor Klindt-Geiger Canning Company
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded 5-19-49, Volume 282
   Page 211, Instrument Recording No.

5. Site Common Name Jack Oak Island
   Grantor U.S. of America Administrator of General Services
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Grant
   Date Recorded November 5, 1962, Volume 379
   Page 470, Instrument Recording No. 362091

6. Site Common Name Iron Belt Substation
   Grantor Bayfield Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Iron
   Date Recorded 29 May 1975, Volume 96
   Page 645-647, Instrument Recording No. 72969

7. Site Common Name Iron Belt #2 Distribution Substation
   Grantor Martin Herrala
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Iron
   Date Recorded 2-3-77, Volume 105
   Page 44, Instrument Recording No. 75768

8. Site Common Name Pine Lake Substation
   Grantor Bayfield Electric Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Iron
   Date Recorded 29 May 1975, Volume 96
   Page 645-647, Instrument Recording No. 72969

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Hixton Substation No. 2 Site
   Grantor Arvin M. Anderson and Helen I. Anderson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Jackson
   Date Recorded 5-11-71, Volume 195
   Page 141, Instrument Recording No. 196932

2. Site Common Name Hixton Substation Site
   Grantor Wisconsin Power Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Jackson
   Date Recorded 3-11-42, Volume 124
   Page 485 to 495, Instrument Recording No. 140498

3. Site Common Name Humbird Substation Site
   Grantor Elsie Solum
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Jackson
   Date Recorded 3-12-69, Volume 184
   Page 111, Instrument Recording No. 192520

4. Site Common Name Melrose Substation Site
   Grantor Albert Johnson and Peter Johnson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Jackson
   Date Recorded 5-12-49, Volume 116
   Page 153, Instrument Recording No. 159651

5. Site Common Name Merrillan Substation Site
   Grantor Glen E., Edson R., Phyllis E. and Dorothy I. Gearing
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Jackson
   Date Recorded 2-23-61, Volume 161
   Page 502, Instrument Recording No. 177987

6. Site Common Name Shamrock Substation Site
   Grantor Donald Rhyme and Beatrice Rhyme
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Jackson
   Date Recorded 10-8-65, Volume 173
   Page 233, Instrument Recording No. 186166

7. Site Common Name Elroy Substation Site
   Grantor Oakdale Cooperative Electrical Association
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Juneau
   Date Recorded 8-3-55, Volume 156
   Page 51, Instrument Recording No. 190960

8. Site Common Name Mauston Substation Site
   Grantor Edward J. Mullowney and Ruth E. Mullowney
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Juneau
   Date Recorded 2-17-49, Volume 146
   Page 391, Instrument Recording No. 178445

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name: New Lisbon Substation Site
   Grantor: City of New Lisbon
   Grantee: Dairyland Power Cooperative
   Recording Information:
   State: Wisconsin, County: Juneau
   Date Recorded: 7-8-58, Volume: 159
   Page: 81, Instrument Recording No.: 196609

2. Site Common Name: Armenia Distribution Substation
   Grantor: Okray Produce Company
   Grantee: Dairyland Power Cooperative
   Recording Information:
   State: Wisconsin, County: Juneau
   Date Recorded: 12-29-76, Volume: 232
   Page: 734, Instrument Recording No.: 247643

3. Site Common Name: Dairyland Headquarters Site
   Grantor: Herman Tillman
   Grantee: Dairyland Power Cooperative
   Recording Information:
   State: Wisconsin, County: La Crosse
   Date Recorded: 4-7-49, Volume: 226
   Page: 129, Instrument Recording No.:

4. Site Common Name: Dairyland Headquarters Site
   Grantor: Harold and Leona Bashaw
   Grantee: Dairyland Power Cooperative
   Recording Information:
   State: Wisconsin, County: La Crosse
   Date Recorded: 9-14-55, Volume: 257
   Page: 14, Instrument Recording No.: 635583

5. Site Common Name: La Crosse Radio Tower & Grandad Bluff Sub Site
   Grantor: George Kohlmeier
   Grantee: Dairyland Power Cooperative
   Recording Information:
   State: Wisconsin, County: La Crosse
   Date Recorded: 7-19-49, Volume: 226
   Page: 391, Instrument Recording No.: 526177

6. Site Common Name: Greenfield Substation Site
   Grantor: Lester and Laura Krause
   Grantee: Dairyland Power Cooperative
   Recording Information:
   State: Wisconsin, County: La Crosse
   Date Recorded: 8-25-64, Volume: 385
   Page: 1, Instrument Recording No.: 755542

7. Site Common Name: Midway Substation Site
   Grantor: Wenzel Stremcha and Adeline Stremcha
   Grantee: Dairyland Power Cooperative
   Recording Information:
   State: Wisconsin, County: La Crosse
   Date Recorded: 9-12-62, Volume: 352
   Page: 649, Instrument Recording No.: 733192

8. Site Common Name: New Amsterdam Substation Site
   Grantor: Clarence J. Johnson and Pearl M. Johnson
   Grantee: Dairyland Power Cooperative
   Recording Information:
   State: Wisconsin, County: La Crosse
   Date Recorded: 7-28-54, Volume: 249
   Page: 510, Instrument Recording No.: 613947

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name New Amsterdam Switching Station Site
   Grantor John Van Dunk and Gertrude Van Dunk
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County La Crosse
   Date Recorded 10-17-69, Volume 463
   Page 563, Instrument Recording No. 798104

2. Site Common Name New Amsterdam Transmission Substation Site
   Grantor LaVern Kleinsmith and Ruth Ardelle Kleinsmith
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County La Crosse
   Date Recorded 10-21-68, Volume 450
   Page 102, Instrument Recording No. 790533

3. Site Common Name Sand Lake Coulee Substation Site
   Grantor Stanley G. Peterson and Irene H. Peterson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Lafayette
   Date Recorded 11-6-68, Volume 450
   Page 552, Instrument Recording No. 790900

4. Site Common Name Argyle Substation Site
   Grantor Warner Rufenacht and Esther Rufenacht
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Lafayette
   Date Recorded 11-14-57, Volume 138
   Page 485, Instrument Recording No. 177477

5. Site Common Name Belmont Substation Site
   Grantor Margaret E., Johanna, Michael T. and Mary C. Mulcahy
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Lafayette
   Date Recorded 8-25-59, Volume 142
   Page 257, Instrument Recording No. 180040

6. Site Common Name Gratiot Substation Site
   Grantor Hattie Ronnerud etal., Margaret Ronnerud
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Lafayette
   Date Recorded 12-13-53, Volume 128-128
   Page 577-573, Instrument Recording No. 170496-170494

7. Site Common Name New Lamont Substation Site
   Grantor Rosella Carpenter
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Lafayette
   Date Recorded 7-29-59, Volume 142
   Page 128, Instrument Recording No. 179930

8. Site Common Name Bell Center Transmissin Sub
   Grantor Chicago Title and Trust Company
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Vernon
   Date Recorded 3-23-73, Volume 278
   Page 169, Instrument Recording No. 180361

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Menominee Distribution Substation
   Grantor Chicago Title and Trust Company
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Illinois, County Jo Daviess
   Date Recorded _____, Volume _____
   Page _____, Instrument Recording No. _____

2. Site Common Name Shullsburg Substation Site
   Grantor Walter Cherry and Mary Florence Cherry
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Lafayette
   Date Recorded 8-20-59, Volume 142
   Page 239 Instrument Recording No. 180028

3. Site Common Name Spencer Substation Site
   Grantor Elmer and Gladys Helsten
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Marathon
   Date Recorded 6-4-59, Volume 446
   Page 143, Instrument Recording No 506875

4. Site Common Name Cashton Substation Site
   Grantor Barbara Leuck Mayme Leuck a/k/a/ Mamie Leuck, & Matt Leuck
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Monroe
   Date Recorded 9-2-53, Volume 192
   Page 212 Instrument Recording No. 245569

5. Site Common Name Kendall Substation
   Grantor Frank Dechant and Gertrude Dechant
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Monroe
   Date Recorded 10-30-75, Volume 244
   Page 257, Instrument Recording No. 322596

6. Site Common Name Leon Substation Site
   Grantor Robert and Sharon Miller
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Monroe
   Date Recorded April 21, 1973, Volume 237
   Page 529, Instrument Recording No. 311068

7. Site Common Name Mather Substation Site
   Grantor Franklin A. Nelson and 12 Others
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Monroe
   Date Recorded 8-6-62, Volume 212
   Page 81, Instrument Recording No. 271328

8. Site Common Name Oakdale Substation Site
   Grantor Tri-State Power Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Monroe
   Date Recorded 3-11-42, Volume 165
   Page 26-33 inc Instrument Recording No. 210136

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Oakdale No. 2 Substation Site
   Grantor Condemnation - Commissioners Award
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Monroe
   Date Recorded 8-27-68, Volume On record with Clerk of Court-
   Page ____, Instrument Recording No. Monroe County

2. Site Common Name Sparta
   Grantor Robert Snow
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Monroe
   Date Recorded March 21, 1975, Volume 234
   Page 560, Instrument Recording No. 306027

3. Site Common Name Tomah Substation Site
   Grantor Carl H. Westpfahl and Ida Westpfahl
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Monroe
   Date Recorded 9-13-50, Volume 184
   Page 380, Instrument Recording No. 236493

4. Site Common Name Tunnel City Substation Site
   Grantor John F. Richards and Winifred Richards
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Monroe
   Date Recorded 2-1-65, Volume 217
   Page 595, Instrument Recording No. 579450

5. Site Common Name Ella Substation Site
   Grantor Orrin Knapp and Josephine Knapp
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Pepin
   Date Recorded 9-26-49, Volume 17
   Page 157, Instrument Recording No. 46653

6. Site Common Name Beldenville Substation Site
   Grantor George V. Killian and Elizabeth Killian
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Pierce
   Date Recorded 8-25-51, Volume 211
   Page 543, Instrument Recording No. 188335

7. Site Common Name El Paso Substation Site
   Grantor Oscar Swenson and La Verne Swenson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Pierce
   Date Recorded 3-25-54, Volume 225
   Page 438, Instrument Recording No. 193681

8. Site Common Name Esdaile Substation Site
   Grantor Walter Brenner and Martha Brenner
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Pierce
   Date Recorded 11-9--64, Volume 270
   Page 326, Instrument Recording No. 218760

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Trimbelle Substation Site
   Grantor Herman V. Johnson and Pearl V. Johnson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Pierce
   Date Recorded 11-9-64, Volume 270
   Page 325, Instrument Recording No. 218759

2. Site Common Name Amery Substation Site
   Grantor Earl A. Gorres and Hope P. Gorres
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Polk
   Date Recorded 12-8-65, Volume 272
   Page 25, Instrument Recording No. 316993

3. Site Common Name Apple River Substation Site
   Grantor John Stone and Maria Stone and Martin Stone
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Polk
   Date Recorded 9-1-51, Volume 125
   Page 17, Instrument Recording No. 261750

4. Site Common Name Apple River Substation Site
   Grantor Martin H. Johnson & Olive Johnson & William Johnson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Polk
   Date Recorded 2-10-77, Volume 381
   Page 687, Instrument Recording No. 367788

5. Site Common Name Blackbrook
   Grantor Eli J. & Gladys D. Derosier
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Polk
   Date Recorded 20 September 1974, Volume 369
   Page 336, Instrument Recording No. 360306

6. Site Common Name Bunyan Substation Site
   Grantor Irvin S. Hansen and Norma Hansen
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Polk
   Date Recorded 5-12-60, Volume 218
   Page 616, Instrument Recording No. 293673

7. Site Common Name Bunyan Site
   Grantor Wisconsin Power Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Polk
   Date Recorded 3-12-42, Volume 159
   Page 4, Instrument Recording No. 223091

8. Site Common Name Country Dam Substation Site
   Grantor Albin Lindquist & Clarence Lindquist & Esther Lindquist
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Polk
   Date Recorded 3-11-70, Volume 313
   Page 564, Instrument Recording No. 335382

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Farmington Substation Site
   Grantor Elizabeth M. Nelson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Polk
   Date Recorded 10-23-58, Volume 205
   Page 31, Instrument Recording No. 387628

2. Site Common Name Luck Substation Site
   Grantor Laurel Johansen and Jessie Johansen
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Polk
   Date Recorded 8-8-62, Volume 240
   Page 228, Instrument Recording No. 302818

3. Site Common Name Sand Lake Substation Site
   Grantor Godfrey Nelson, a/k/a A. Godfrey Nelson and Ella Nelson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Polk
   Date Recorded 9-9-48, Volume 171
   Page 250, Instrument Recording No. 250730

4. Site Common Name Catawba Distribution Substation Site
   Grantor Norviel A. Weyers
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Price
   Date Recorded 6-1-76, Volume 202
   Page 214, Instrument Recording No. 203040

5. Site Common Name Ogema Substation
   Grantor Price Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Price
   Date Recorded 4 June 1975, Volume 195
   Page 306, Instrument Recording No. 199680

6. Site Common Name Crane Chase
   Grantor Price Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Price
   Date Recorded 4 June 1975, Volume 195
   Page 306, Instrument Recording No. 199680

7. Site Common Name Phillips Substation
   Grantor Price Electric Cooperative, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Price
   Date Recorded 4 June 1975, Volume 195
   Page 306, Instrument Recording No. 199680

8. Site Common Name Phillips Distribution Substation
   Grantor Vernia Sir
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Price
   Date Recorded 6-28-76, Volume 202
   Page 742, Instrument Recording No. 203404

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Ash Ridge Substation Site
   Grantor Mertie B. Fowell
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Richland
   Date Recorded 4-18-52, Volume 67
   Page 326, Instrument Recording No. 113014

2. Site Common Name Boaz Substation Site
   Grantor Robert L. Propp and Esther Propp
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Richland
   Date Recorded 4-21-49, Volume 67
   Page 321, Instrument Recording No. 108032

3. Site Common Name Eagle Substation Site
   Grantor Keefer Mc Intyre and Mildred D. McIntyre
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Richland
   Date Recorded 11-21-68, Volume 122
   Page 566 & 567, Instrument Recording No. 142321

4. Site Common Name Rockbridge Substation Site
   Grantor Henry, Eva, Donald and Catherine Barreau
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Richland
   Date Recorded 7-12-52, Volume 667
   Page 327, Instrument Recording No. 113442

5. Site Common Name Conrath Substation Site
   Grantor Kenneth Fawley and Stella Fawley
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 2-3-64, Volume 109
   Page 365-366, Instrument Recording No. 151499

6. Site Common Name Flambeau Hydro Site
   Grantor Frederick F. Hillyer, guardian of Eddena A. Morey
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 6-18-49, Volume 78
   Page 632, Instrument Recording No. 124628

7. Site Common Name Flambeau Hydro Site
   Grantor 1st Nat'l Bank-Madison,Wis.-trustee for C.B. Morey Estate
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 6-18-49, Volume 78
   Page 632-633, Instrument Recording No. 124629

8. Site Common Name Flambeau Hydro Site
   Grantor Earl and Alice E. Swoverland
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 5-5-47, Volume 43
   Page 410, Instrument Recording No. 119673

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Flambeau Hydro Site
   Grantor Laura H. and Clarence J. Hanson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 3-18-47, Volume 79
   Page 49, Instrument Recording No. 119280

2. Site Common Name Flambeau Hydro Site
   Grantor Fred A. and Dorothy Hennekens
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 6-24-47, Volume 78
   Page 416, Instrument Recording No120084

3. Site Common Name Flambeau Hydro Site
   Grantor E.L.A. and Helen Bruger
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 5-2-47, Volume 73
   Page 560, Instrument Recording No. 119645

4. Site Common Name Flambeau Hydro Site
   Grantor Frank and Esther Zimmer
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 1-6-49, Volume 43
   Page 415, Instrument Recording No. 123796

5. Site Common Name Flambeau Hydro Site
   Grantor Joseph G. and Lucille M. Schwalen
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 3-13-47, Volume 80
   Page 470, Instrument Recording No. 119258

6. Site Common Name Flambeau Hydro Site
   Grantor C. E. and Dorothy Teitgen
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 7-17-47, Volume 43
   Page 411, Instrument Recording No. 120232

7. Site Common Name Flambeau Hydro Site
   Grantor Ladysmith Agency, Inc.
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 8-25-47, Volume 78
   Page 434, Instrument Recording No. 120542

8. Site Common Name Flambeau Hydro Site
   Grantor Lake Superior District Power Company
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 6-4-52, Volume 84
   Page 251, Instrument Recording No. 130280

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Flambeau Hydro Site
   Grantor William G. and Marie Zimmer
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 10-28-47, Volume 81
   Page 117, Instrument Recording No. 121063

2. Site Common Name Flambeau Hydro Site
   Grantor Frank and Esther Zimmer
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 5-13-53, Volume 87
   Page 66, Instrument Recording No. 132061

3. Site Common Name Flambeau Hydro Site
   Grantor Joseph and Helen Ferr and Anna Ferr
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 5-2-49, Volume 43
   Page 418, Instrument Recording No. 124367

4. Site Common Name Flambeau Hydro Site
   Grantor M. Dorn, J.Slidel, M. Viles, M. Viles, R. Viles & H. Viles
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 1-11-49, Volume 78
   Page 595-596, Instrument Recording No. 123823

5. Site Common Name Flambeau Hydro Site
   Grantor Cornelius and Petronalla Groothuisen
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 9-19-51, Volume 86
   Page 517, Instrument Recording No. 129128

6. Site Common Name Flambeau Hydro Site
   Grantor Frank M. and Luella Leonherd
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 5-2-49, Volume 43
   Page 419, Instrument Recording No. 124368

7. Site Common Name Flambeau Hydro Site
   Grantor James F. and Agnes Petros
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 12-31-49, Volume 86
   Page 79, Instrument Recording No. 125704

8. Site Common Name Flambeau Hydro Site
   Grantor Alfred M. and Ruth Rindal
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 4-4-47, Volume 80
   Page 502, Instrument Recording No. 119417

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Flambeau Hydro Site
   Grantor Menasha Wooden Ware Company
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 1-6-49, Volume 69
   Page 206, Instrument Recording No. 123795

2. Site Common Name Flambeau Hydro Site
   Grantor Ida Schmitt
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 7-19-47, Volume 80
   Page 640, Instrument Recording No. 120256

3. Site Common Name Flambeau Hydro Site
   Grantor Annie Mautner
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 10-13-49, Volume 84
   Page 33 & 34, Instrument Recording No. 125273

4. Site Common Name Hawkins Substation Site
   Grantor Stanley Vrana and Amelia Vrana
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 10-20-70, Volume 144
   Page 536-537, Instrument Recording No. 165031

5. Site Common Name Weyerhauser Distribution Substation
   Grantor Conrad E. Weinert & Theresa C. Weinert
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Rusk
   Date Recorded 8-12-76, Volume 182
   Page 185, Instrument Recording No. 181966

6. Site Common Name Red Stone Lake
   Grantor Wilbert A. & Gladys Treptow - Joan P. & Gayle I. McSweeney
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Sauk
   Date Recorded 12 October 1973, Volume 378
   Page 409-411, Instrument Recording No. 391879 & 391881

7. Site Common Name Hayward Substation Site
   Grantor Vivaian Levinson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Sawyer
   Date Recorded 7-21-48, Volume 42
   Page 350, Instrument Recording No. 85791

8. Site Common Name Round Lake Substation Site
   Grantor Charles Phillip Morris and Clara L. Morris
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Sawyer
   Date Recorded 1-18-56, Volume 42
   Page 362, Instrument Recording No. 100251

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Sister Bay Distribution Substation
   Grantor Rose Marie Paul
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Sawyer
   Date Recorded 4-26-76, Volume 270
   Page 9, Instrument Recording No. 154942

2. Site Common Name Baldwin Plant Site
   Grantor Harold D. and Eleanor Olson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County St. Croix
   Date Recorded 7-10-45, Volume 281
   Page 264,265,266, Instrument Recording No. 209420

3. Site Common Name Deer Park Substation Site
   Grantor Andrew Kahler and Abigail Kahler
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County St. Croix
   Date Recorded 5-17-51, Volume 300
   Page 409, Instrument Recording No. 230906

4. Site Common Name Glenwood Substation Site
   Grantor Lawrence W. Anderson and Mary M. Anderson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County St. Croix
   Date Recorded 3-20-61, Volume 375
   Page 351 & 352, Instrument Recording No. 264738

5. Site Common Name Houlton Substation Site
   Grantor Ernest Rehder and Helen Rehder and Mary Rehder
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County St. Croix
   Date Recorded 7-9-59, Volume 359
   Page 530 & 531, Instrument Recording No. 258689

6. Site Common Name Roberts Substation Site
   Grantor Nels C., Marie G., William H. & Jane P. Beim
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County St. Croix
   Date Recorded 5-7-49, Volume 300
   Page 79, Instrument Recording No. 224655

7. Site Common Name Troy Substation Site
   Grantor Alfred Griffey and Bessie Griffey
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County St. Croix
   Date Recorded 8-14-54, Volume 315
   Page 260, Instrument Recording No. 240494

8. Site Common Name Woodville O.C.B. Site
   Grantor Jacob Reinhardt and Edna V. Reinhardt
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County St. Croix
   Date Recorded 7-6-49, Volume 300
   Page 105, Instrument Recording No. 225114

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Woodville Substation Site
   Grantor Odin A. and Christine Solstad
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County St. Croix
   Date Recorded 2-26-52, Volume 300
   Page 521, Instrument Recording No. 233234

2. Site Common Name Woodville #2
   Grantor Sigvard E. & Dorothy J. Stene
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County St. Croix
   Date Recorded 7 December 1973, Volume 506
   Page 37, Instrument Recording No. 319697

3. Site Common Name Glenmont Distribution Substation
   Grantor Leo Armbruster and Mabel Armbruster
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County St. Croix
   Date Recorded 12-30-76, Volume 547
   Page 206, Instrument Recording No. 337418

4. Site Common Name Browning Substation Site
   Grantor Joseph Feryvance and Iva Feryance
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Taylor
   Date Recorded 10-5-57, Volume 127
   Page 89, Instrument Recording No. 150758

5. Site Common Name Gilman Substation Site
   Grantor Merl L. Samplawski
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Taylor
   Date Recorded 9-29-71, Volume 145
   Page 127, Instrument Recording No. 179996

6. Site Common Name Hannibal Substation Site
   Grantor Ermon F. Henke and Irma Henke
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Taylor
   Date Recorded 2-16-52, Volume 113
   Page 362, Instrument Recording No. 139546

7. Site Common Name Medford Substation Site
   Grantor Norbert, Inez, Hugo, Susan Egle & Heirs of George Egle Estate
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Taylor
   Date Recorded 4-6-51, Volume Condemnation Report
   Page , Instrument Recording No. Filed with Clerk of Cir.Crt. Taylor Co. Wis. 4-10-51

8. Site Common Name Stetsonville Substation Site
   Grantor Wisconsin Power Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Taylor
   Date Recorded 3-1-42, Volume 103
   Page 211, Instrument Recording No. 113985

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Stetsonville Substation
   Grantor Delmar W. Smith and Edith H. Smith
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Taylor
   Date Recorded 11-17-54, Volume 118
   Page 475, Instrument Recording No. 145406

2. Site Common Name Arcadia Substation
   Grantor Jake Sonsalla and Tackla Sonsalla
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Trempealeau
   Date Recorded 8-13-56, Volume 119
   Page 36, Instrument Recording No. 161077

3. Site Common Name Arcadia Microwave
   Grantor Anton P. Pehler and Josephine Pehler
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Trempealeau
   Date Recorded 10-21-68, Volume 163
   Page 15, Instrument Recording No. 189294

4. Site Common Name Elk Creek Substation
   Grantor Caroline Torson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Trempealeau
   Date Recorded 5-23-47, Volume 106
   Page 209, Instrument Recording No. 141390

5. Site Common Name Frenchville Substation
   Grantor Julius Hegge and Ragna Hegge
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Trempealeau
   Date Recorded 9-3-52, Volume 114
   Page 243, Instrument Recording No. 152806

6. Site Common Name Hegg Substation
   Grantor Florence Vehrenkamp
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Trempealeau
   Date Recorded 9-14-63, Volume 132
   Page 148, Instrument Recording No. 176020

7. Site Common Name Independence Substation
   Grantor John J. Kuka and Verna Kuka
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Trempealeau
   Date Recorded 9-9-46, Volume 106
   Page 28, Instrument Recording No. 139527

8. Site Common Name Pleasantville Substation
   Grantor John Mork and Millie Mork
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Trempealeau
   Date Recorded 10-9-53, Volume 114
   Page 557 Instrument Recording No. 155215

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Centerville Substation
   Grantor E. Alvin Schubert
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Trempealeau
   Date Recorded 2-7-72, Volume 188
   Page 638, Instrument Recording No. 198674

2. Site Common Name Strum Substation
   Grantor Spencer and Phyllis Olson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Trempealeau
   Date Recorded 8-2-72, Volume 192
   Page 660, Instrument Recording No. 200154

3. Site Common Name Genoa Plant
   Grantor Ralph B. Engh and Ellen Engh
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Vernon
   Date Recorded 10-25-68, Volume 145
   Page 538 Instrument Recording No. 226681

4. Site Common Name Genoa Plant
   Grantor George Blask, Jack Blask, Sidney Blask & Mildred Blask
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Vernon
   Date Recorded 10-25-68, Volume 144
   Page 694, Instrument Recording No. 225624

5. Site Common Name Genoa Plant
   Grantor Tri-State Power Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Vernon
   Date Recorded 3-11-42, Volume 105
   Page 621 Instrument Recording No. 173742

6. Site Common Name Genoa Plant
   Grantor Chicago, Burlington & Quincy Railroad Company
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Vernon
   Date Recorded _____, Volume _____
   Page _____, Instrument Recording No. _____

7. Site Common Name Genoa Plant
   Grantor Ralph B. and Ellen Engh
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Vernon
   Date Recorded 8-31-49, Volume 116
   Page 447, Instrument Recording No. 194970

8. Site Common Name Genoa Plant
   Grantor George Blask
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Vernon
   Date Recorded 9-1-49, Volume 116
   Page 448, Instrument Recording No. 194988

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Genoa Plant
Grantor Trussoni Family
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Vernon
Date Recorded Quit Claim Deed, Volume
Page , Instrument Recording No.

2. Site Common Name Genoa Radio Transmitter
Grantor W. C. Pedretti and Agnes Pedretti
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Vernon
Date Recorded 11-22-46, Volume 111
Page 308 Instrument Recording No. 187159

3. Site Common Name Hillsboro Transmission Substation
Grantor Frederick F. Sholtes, by Clause A. Sholtes, his guardia
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Vernon
Date Recorded 4-13-53, Volume 118
Page 466, Instrument Recording No. 202750

4. Site Common Name Hillsboro Distribution Substation
Grantor Victor J., Beatrice D. Sylvester, Alois J. & Juliett
Grantee Dairyland Power Cooperative Galarowic
Recording Information:
State Wisconsin, County Vernon
Date Recorded 6-10-47, Volume 104
Page 436, Instrument Recording No. 189114

5. Site Common Name Hillsboro Transmission Substation
Grantor Harold G. Baldwin & Sandra Baldwin
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Vernon
Date Recorded 12-6-73, Volume 209
Page 141, Instrument Recording No. 258078

6. Site Common Name La Farge Substation
Grantor Clarence P. Magnhild C. Brown
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Vernon
Date Recorded 4-29-49, Volume 116
Page 350, Instrument Recording No. 194309

7. Site Common Name Liberty Pole Substation
Grantor Rexall H. Streeter & Julia Streeter
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Vernon
Date Recorded , Volume
Page , Instrument Recording No.

8. Site Common Name Purdy Substation
Grantor Oscar Fauske and Gladys Fauske
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Vernon
Date Recorded 8-11-52, Volume 118
Page 350, Instrument Recording No. 201376

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Sauk Substation
   Grantor Arlie Rick and Rose Marie Rick
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Vernon
   Date Recorded 2-28-58, Volume 134
   Page 331, Instrument Recording No. 214302

2. Site Common Name Stoddard Substation
   Grantor Charles Knudson and L. A. Kenneda and Lucinda Kenneda
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Vernon
   Date Recorded 9-8-50, Volume 117
   Page 610, Instrument Recording No. 197236

3. Site Common Name Viroqua O.C.B
   Grantor Tri-State Power Cooperative
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Vernon
   Date Recorded 3-11-42, Volume 105
   Page 621, Instrument Recording No. 173742

4. Site Common Name Westby Substation No. 2
   Grantor Norvel Buros and Evelyn Buros
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Vernon
   Date Recorded 7-27-66, Volume 161
   Page 213, Instrument Recording No. 235072

5. Site Common Name Westby Substation No. 2
   Grantor Loren Bergh and Arlene Bergh
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Vernon
   Date Recorded 7-27-66, Volume 161
   Page 210, Instrument Recording No. 235070

6. Site Common Name Shell Lake Substation
   Grantor Gordon Krantz and Mary E. Krantz
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Washburn
   Date Recorded 9-5-62, Volume 52
   Page 257, Instrument Recording No. 125978

7. Site Common Name Spooner Substation
   Grantor Clifford N. Nelson and Lillian Nelson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Washburn
   Date Recorded 7-26-49, Volume 52
   Page 238, Instrument Recording No. 103485

8. Site Common Name Spring Brook Substation
   Grantor Frank Zimbrick and Pauline Zimbrick
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Wisconsin, County Washburn
   Date Recorded 5-11-76, Volume 180
   Page 346, Instrument Recording No. 160671

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Babcock Substation
Grantor Morris Tannenbaum
Grantee Dairyland Power Cooperative
Recording Information:
State Wisconsin, County Wood
Date Recorded 5-10-67, Volume 384
Page 13, Instrument Recording No. 478269

2. Site Common Name Canton Substation
Grantor Frederick H. Kiehne, Edward J. Kiehne and Evelyn Kiehne
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Fillmore
Date Recorded 12-15-54, Volume 195
Page 542, Instrument Recording No. 153822

3. Site Common Name Cherry Grove Substation
Grantor Elizabeth Sibigtroth
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Fillmore
Date Recorded 9-23-62, Volume 200
Page 461 Instrument Recording No. 177122

4. Site Common Name Fountain Substation
Grantor Ernest Schroeder and Thera Schroeder
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Fillmore
Date Recorded 9-13-60, Volume 200
Page 186-187, Instrument Recording No. 169724

5. Site Common Name Granger Substation
Grantor John D. and Bernice Fishbaugher
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Fillmore
Date Recorded 11-27-59, Volume 200
Page 83, Instrument Recording No. 167399

6. Site Common Name Harmony Distribution Substation
Grantor George E. Todd and Wilma B. Todd
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Fillmore
Date Recorded 12-30-42, Volume 167
Page 506, Instrument Recording No. 120001

7. Site Common Name Harmony Substation
Grantor Stanley Todd and Josephine Todd
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Fillmore
Date Recorded 10-2-46, Volume 176
Page 249-50, Instrument Recording No. 130859

8. Site Common Name Henrytown Substation
Grantor Eleanor V. Onstine
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Fillmore
Date Recorded 12-24-62, Volume 200
Page 408-409 Instrument Recording No. 175404

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Peterson Substation
Grantor Arnold Hogie and Inez Hogie
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Fillmore
Date Recorded 10-26-51, Volume 187
Page 593, Instrument Recording No. 145926

2. Site Common Name Spring Valley No. 2 Substation
Grantor Donald D. Rodenz, Lurana Sullivan Rodenz & Hulda Sul
Grantee Dairyland Power Cooperative liva
Recording Information:
State Minnesota, County Fillmore
Date Recorded 4-27-66, Volume 214
Page 234 & 235 Instrument Recording No. 183976 & 183977

3. Site Common Name Rushford Distribution Substation
Grantor Donald B. Woxland
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Fillmore
Date Recorded 2-3-77, Volume 225
Page 119, Instrument Recording No. 212135

4. Site Common Name Alden Substation
Grantor Freeborn Mower Cooperative Light and Power Assn.
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Freeborn
Date Recorded 11-4-52, Volume 132
Page 83-84, Instrument Recording No. 157524

5. Site Common Name Corning Substation
Grantor Emma, Harland and Nelda J. Hanson
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Freeborn
Date Recorded 9-3-58, Volume 154
Page 591, Instrument Recording No. 183461

6. Site Common Name Freeborn Substation
Grantor Sidney R. Miller and Lura E. Miller
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Freeborn
Date Recorded 7-15-55, Volume 142
Page 309, Instrument Recording No. 169304

7. Site Common Name Glenville Substation
Grantor Walter Lang and Gladys Lang
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Freeborn
Date Recorded 6-19-51, Volume 127
Page 335-36, Instrument Recording No. 152271

8. Site Common Name Lerdal Substation
Grantor Peder B. Dyrdal and Cora Dyrdal
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Freeborn
Date Recorded 11-13-51, Volume 128
Page 617-18, Instrument Recording No. 153860

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Mansfield Substation
   Grantor Orrin I. Opdahl and Lucille E. Opdahl
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Freeborn
   Date Recorded 9-9-63, Volume 172
   Page 141, Instrument Recording No. 204636

2. Site Common Name Twin Lakes Plant
   Grantor John Donehue
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Freeborn
   Date Recorded 3-22-49, Volume 118
   Page 461-462 Instrument Recording No. 143187

3. Site Common Name Twin Lakes Plant
   Grantor Howard and Jessie Towne
   Grantee dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Freeborn
   Date Recorded Info not avail, Volume
   Page , Instrument Recording No.

4. Site Common Name Brownsville Substation
   Grantor Joseph D. and Margaret Moriarty
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Houston
   Date Recorded 5-19-64, Volume 188
   Page 252, Instrument Recording No. 96530

5. Site Common Name Caledonia Substation
   Grantor Edward H. Deters and Sarah Deters
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Houston
   Date Recorded 9-7-56, Volume 194
   Page 439, Instrument Recording No. 83271

6. Site Common Name Houston Substation
   Grantor W. R. Anderson and Helen Anderson
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Houston
   Date Recorded 7-21-49, Volume 165
   Page 518, Instrument Recording No. 71674

7. Site Common Name La Crescent Substation
   Grantor Henry Mades, Jr., and Laura Mades
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Houston
   Date Recorded 7-13-65, Volume 217
   Page 24, Instrument Recording No. 98569

8. Site Common Name Spring Grove Substation
   Grantor George H. Deters and Alpha Deters
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Houston
   Date Recorded 6-17-49, Volume 165
   Page 502, Instrument Recording No. 71524

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Adams Substation (Vacant)
   Grantor Andrew J. Smith and Rosemarie Smith
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Mower
   Date Recorded 4-23-52, Volume 169
   Page 468, Instrument Recording No. 205783

2. Site Common Name Brownsdale Substation
   Grantor Alvina Majerus
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Mower
   Date Recorded 6-8-49, Volume 158
   Page 279, Instrument Recording No. 189063

3. Site Common Name London Substation
   Grantor Hilding High and Laura High, James W. Read and
   Grantee Dairyland Power Cooperative Juanita Read
   Recording Information:
   State Minnesota, County Mower
   Date Recorded 6-15-55, Volume 193
   Page 293, Instrument Recording No. 222803

4. Site Common Name Rose Creek No. 2 Substation
   Grantor Anton Klause and Hazel Klause
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Mower
   Date Recorded 2-4-65, Volume 256
   Page 310 Instrument Recording No. 271856

5. Site Common Name Sargeant Substation
   Grantor Allen Wilhelm
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Mower
   Date Recorded 4-24-73, Volume 302
   Page 413, Instrument Recording No. 302276

6. Site Common Name Taopi Substation
   Grantor Otto Voigt and Gertrude Voigt
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Mower
   Date Recorded 6-19-52, Volume 169
   Page 545, Instrument Recording No. 206715

7. Site Common Name Rochester Substation
   Grantor Stephen Stellpflug and Frances Stellphflug
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Olmsted
   Date Recorded 12-2 0-55, Volume 268
   Page 370, Instrument Recording No. 223282

8. Site Common Name Land for Exchange
   Grantor Walter Bedtka and Dorothy E. Bedtka
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Wabasha
   Date Recorded 12-9-64, Volume 145
   Page 518, Instrument Recording No. 124411

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Lewiston Substation
Grantor Neil G. Bain
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Winona
Date Recorded 8-27-53, Volume 202
Page 491, Instrument Recording No. 162503

2. Site Common Name Stockton Substation
Grantor Le Roy Gaulke and Ilse Gaulke
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Winona
Date Recorded 6-1-70, Volume
Page , Instrument Recording No. 223200

3. Site Common Name Witoka Substation
Grantor Arthur A. H. Aldinger and Lillian Aldinger
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Winona
Date Recorded 12-18-52, Volume 202
Page 463, Instrument Recording No. 160467

4. Site Common Name Witoka #2 Substation
Grantor Ralph R. and Barbara R. Frick
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Winona
Date Recorded 8/17/72, Volume Microfilmed
Page , Instrument Recording No. 232297

5. Site Common Name Wyattville Substation
Grantor Helen Lafka
Grantee Dairyland Power Cooperative
Recording Information:
State Minnesota, County Winona
Date Recorded 9-24-47, Volume 202
Page 25, Instrument Recording No. 142521

6. Site Common Name Dorchester Substation Site
Grantor Alton and Josephine Kumpf
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Allamakee
Date Recorded 3/25/75, Volume 102
Page 368, Instrument Recording No. 2428

7. Site Common Name Waterville Substation
Grantor Robert Ferdinand Gronna and Dorothy M. Gronna
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Allamkee
Date Recorded 8-22-58, Volume 84
Page 338, Instrument Recording No. 2448

8. Site Common Name Waukon Substation
Grantor Harold, Bernice Willard and Matilda Fritz
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Allamakee
Date Recorded 7-11-49, Volume 80
Page 335, Instrument Recording No. 2180

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Alta Vista Substation
   Grantor Tracey Burgart et al
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Iowa, County Chickasaw
   Date Recorded 5-16-52, Volume 76
   Page 477, Instrument Recording No. 2094

2. Site Common Name Little Turkey Substation
   Grantor Frank J. Novotny and Mary Novotny
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Iowa, County Chickasaw
   Date Recorded 2-17-49, Volume 76
   Page 153, Instrument Recording No. 499

3. Site Common Name Little Turkey Addition
   Grantor Frank J. Novotny
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Iowa, County Chickasaw
   Date Recorded 11-12-65, Volume 92
   Page 79, Instrument Recording No. 3893

4. Site Common Name Elkader Substation
   Grantor Henry Fritz and Mathilda Fritz
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Iowa, County Clayton
   Date Recorded 5-25-49, Volume 113
   Page 204, Instrument Recording No. 2732

5. Site Common Name Mederville Substation
   Grantor Leland Lange and Mabel Lange
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Iowa, County Clayton
   Date Recorded 2-27-52, Volume 115
   Page 52, Instrument Recording No. 0979

6. Site Common Name Millville Substation
   Grantor Larry W. Meisner and Mardell Meisner
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Iowa, County Clayton
   Date Recorded 8-31-70, Volume 128
   Page 333, Instrument Recording No. 1662

7. Site Common Name National Substation
   Grantor Raymond and Amanda Werges
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Iowa, County Clayton
   Date Recorded 6-17-69, Volume 127
   Page 226, Instrument Recording No. 1282

8. Site Common Name Postville Substation
   Grantor Fred J. Panncke and Caroline Panncke
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Iowa, County Clayton
   Date Recorded 12-16-48, Volume 108
   Page 478-479, Instrument Recording No. 5408

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Postville No.2 Substation
Grantor Donald E. Bugenhagen and Linda Bugenhagn
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Clayton
Date Recorded 8-31-70, Volume 128
Page 329-330, Instrument Recording No. 1659

2. Site Common Name Postville Pole Storage
Grantor State of Iowa
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Clayton
Date Recorded 11-8-76, Volume 137
Page 191-192, Instrument Recording No. 2712

3. Site Common Name Banks Substation
Grantor Lee F. Barry, minor - Joe C. Barry - Guardian
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Fayette
Date Recorded 8-18-70, Volume 138
Page 486, Instrument Recording No. 1729

4. Site Common Name Echo Valley Substation
Grantor Harry L. Olesen and helen F. Olesen
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Fayette
Date Recorded 12-13-51, Volume 121
Page 226, Instrument Recording No. 8929

5. Site Common Name Eldorado Distribution Substation
Grantor Estate of Agnes T. Hammersland
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Fayette
Date Recorded 12-2-75, Volume 145
Page 388-390, Instrument Recording No. 3462

6. Site Common Name Hawkeye Substation
Grantor Alva R. Gager and Alta A. Gager
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Fayette
Date Recorded 12-5-52, Volume 124
Page 412, Instrument Recording No. 8150

7. Site Common Name Hawkeye - ISP Interconnection
Grantor Lee and Effee Pleggenkuhle
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Fayette
Date Recorded _____, Volume _____
Page _____, Instrument Recording No. _____

8. Site Common Name Bassett Substation
Grantor Ethel M. Ohm and S. V Ohm
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Floyd
Date Recorded 1-26-66, Volume 93
Page 197, Instrument Recording No. 187

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Floyd Substation
Grantor Axel Jasperson and Mamie Jasperson
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Floyd
Date Recorded 2-25-66, Volume 93
Page 221, Instrument Recording No. 399

2. Site Common Name Floyd Substation
Grantor Axel Jasperson
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Floyd
Date Recorded 2-25-66, Volume 93
Page 221, Instrument Recording No. 399

3. Site Common Name Cresco Distribution Substation
Grantor Hawkeye Tri-County Electric Cooperative
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Howard
Date Recorded 4-29-44, Volume 41
Page 467-470 Instrument Recording No. 1009

4. Site Common Name Cresco No. 2 Substation
Grantor Clifford L. & Edith Burgess, Victor & Kaia Benson
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Howard
Date Recorded 8-6-65, Volume 54
Page 521-2, 520-1 Instrument Recording No. 2378 and 2379

5. Site Common Name Saratoga Substation
Grantor Marguerite C Wooner and D. L. Woonder
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Howard
Date Recorded 12-27-50, Volume 49
Page 342-3, Instrument Recording No. 4853

6. Site Common Name Schley Substation
Grantor Francis E. Vokaty and Blanche Vokaty
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Howard
Date Recorded 7-22-64, Volume 54
Page 452-3, Instrument Recording No. 2127

7. Site Common Name Carpenter Substation
Grantor Minnie Johnel and Peter Johnel
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Mitchell
Date Recorded 4-2-51, Volume 60
Page 475, Instrument Recording No. 1640

8. Site Common Name Little Cedar Substation
Grantor Fred G. Hill and Gladys Hill
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Mitchell
Date Recorded 6-2249, Volume 60
Page 328, Instrument Recording No. 2882

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Meroa Substation
Grantor Lawrence W. Hartwig and Luella Hartwig
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Mitchell
Date Recorded 9-13-55, Volume 62
Page 62, Instrument Recording No. 4979

2. Site Common Name Grant Substation
Grantor Winnebago Rural Electric Cooperative Association
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Winnebago
Date Recorded 6-10-60, Volume 99
Page 295, Instrument Recording No. 3158

3. Site Common Name Lincoln Substation
Grantor Ben B. Bruhns and Lena Bruhns
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Winnebago
Date Recorded 4-30-59, Volume 99
Page 59, Instrument Recording No. 2328

4. Site Common Name Linden Substation
Grantor Sidney J & Sylvia Indvik
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Winnebago
Date Recorded 5-5-59, Volume 99
Page 24, Instrument Recording No. 2375

5. Site Common Name Logan Substation
Grantor John Solomonson and Opal Solomonson
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Winnebago
Date Recorded 6-4-59, Volume 99
Page 72, Instrument Recording No. 2783

6. Site Common Name Logan Interconnection N-42
Grantor Deloris I. Schmidt and Richard B. Schmidt
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Winnebago
Date Recorded 2-6-64, Volume 105
Page 267 Instrument Recording No. 511

7. Site Common Name Mt. Valley Substation
Grantor Arthur O. Aslakson
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Winnebago
Date Recorded 5-26-59, Volume 99
Page 72, Instrument Recording No. 2664

8. Site Common Name Festina Substation
Grantor Edward Bruening and Theresa Bruening
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Winneshiek
Date Recorded 52, Volume 1052
Page , Instrument Recording No.

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Locust Substation
Grantor Knut Iverson
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Winneshiek
Date Recorded 5-6-49, Volume 213
Page 251, Instrument Recording No. 1803

2. Site Common Name Nordness Substation
Grantor Henry E. Mork and Rosella J. Mork
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Winneshiek
Date Recorded 1-19-49, Volume 213
Page 200, Instrument Recording No. 0228

3. Site Common Name Worth Substation
Grantor Elroy S. Breen and Clarence M. Breen
Grantee Dairyland Power Cooperative
Recording Information:
State Iowa, County Worth
Date Recorded 5-26-59, Volume 27
Page 612, Instrument Recording No.

4. Site Common Name Chadwick Substation
Grantor Eugene Dayboll, Sr. and Nellie A Dayboll
Grantee Dairyland Power Cooperative
Recording Information:
State Illinois, County Carroll
Date Recorded 3-31-70, Volume 121
Page 509, Instrument Recording No. 338480

5. Site Common Name Mt. Carroll Substation
Grantor ~~Daniel Weidman and Mattie C. Weidman~~
Grantee Dairyland Power Cooperative
Recording Information:
State Illinois, County Carroll
Date Recorded 9-14-54, Volume 102
Page 525, Instrument Recording No. 192533

6. Site Common Name Palisades Substation
Grantor Sara Rath Ehredt
Grantee Dairyland Power Cooperative
Recording Information:
State Illinois, County Carroll
Date Recorded 10-10-72, Volume 125
Page 182, Instrument Recording No. 344427

7. Site Common Name Elizabeth Substation
Grantor Adolph Krug and Lillian Krug
Grantee Dairyland Power Cooperative
Recording Information:
State Illinois, County Jo Daviess
Date Recorded 11-17-53, Volume 144
Page 89, Instrument Recording No. 69613

8. Site Common Name Galena Substation
Grantor Viola A. Korte
Grantee Dairyland Power Cooperative
Recording Information:
State Illinois, County Jo Daviess
Date Recorded 11-18-66, Volume 176
Page 892 and 893, Instrument Recording No. 112853

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Tyrone Energy Park
   Grantor Henry and Betty Burrack
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded Dec. 14, 1973, Volume 240
   Page 368, Instrument Recording No. 303279

2. Site Common Name Tyrone Energy Park
   Grantor John W. Jr. and Callista Weiss; Hubert L. & Marjorie Weiss
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded Jan. 17, 1974, Volume 241
   Page 17, Instrument Recording No. 303605

3. Site Common Name Tyrone Energy Park
   Grantor Cyrus and Bernilla Catt
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded Dec. 14, 1973, Volume 240
   Page 361, Instrument Recording No. 303274

4. Site Common Name Tyrone Energy Park
   Grantor Francis A. and Joyce Mulheron
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded July 7, 1973, Volume 236
   Page 583, Instrument Recording No. 301195

5. Site Common Name Tyrone Energy Park
   Grantor William J. & Helen Bauer
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded March 14, 1974, Volume 242
   Page 68, Instrument Recording No. 304214

6. Site Common Name Tyrone Energy Park
   Grantor William J.& Helen Bauer
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded March 14, 1974, Volume 242
   Page 69-70, Instrument Recording No. 304215

7. Site Common Name Tyrone Energy Park
   Grantor Erwin & Merle Baskin
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded Jan. 17, 1974, Volume 241
   Page 18, Instrument Recording No. 303606

8. Site Common Name Tyrone Energy Park
   Grantor Willard A. Fedie
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded Feb. 8, 1974, Volume 241
   Page 303, Instrument Recording No. 303821

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Tyrone Energy Park
   Grantor Dorothy Koller & Carol Neis
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded Oct. 24, 1974, Volume 246
   Page 779, Instrument Recording No. 307083

2. Site Common Name Tyrone Energy Park
   Grantor Henry L. and Betty Burrack
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded Dec. 14, 1973, Volume 240
   Page 367, Instrument Recording No. 303278

3. Site Common Name Tyrone Energy Park
   Grantor Henry L. and Betty Burrack
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded Dec. 20, 1973, Volume 240
   Page 462, Instrument Recording No. 303349

4. Site Common Name Tyrone Energy Park
   Grantor Ronald J. and Elizabeth Mulheron
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded July 26, 1973, Volume 237
   Page 193, Instrument Recording No. 301485

5. Site Common Name Tyrone Energy Park
   Grantor Wilfred J. and Bonnie Bauer
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded March 27, 1973, Volume 234
   Page 523, Instrument Recording No. 299981

6. Site Common Name Tyrone Energy Park
   Grantor Thomas and Clara Wittig
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded Oct. 15, 1973, Volume 238
   Page 771, Instrument Recording No. 302442

7. Site Common Name Tyrone Energy Park
   Grantor Edward I. Weber
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded Sept. 21, 1973, Volume 238
   Page 443, Instrument Recording No. 302225

8. Site Common Name Tyrone Energy Park
   Grantor Jos. H. and Madalyn Riedner
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded Oct. 16, 1973, Volume 238
   Page 783, Instrument Recording No. 302452

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Tyrone Energy Park
Grantor James S. Mulheron
Grantee Northern States Power Company
Recording Information:
State Wisconsin, County Dunn
Date Recorded July 5, 1973, Volume 236
Page 477, Instrument Recording No. 301143

2. Site Common Name Tyrone Energy Park
Grantor Fred and Clara Weissinger
Grantee Northern States Power Company
Recording Information:
State Wisconsin, County Dunn
Date Recorded May 17, 1974, Volume 243
Page 612, Instrument Recording No. 305204

3. Site Common Name Tyrone Energy Park
Grantor Arthur J. and Beulah Scott
Grantee Northern States Power Company
Recording Information:
State Wisconsin, County Dunn
Date Recorded March 21, 1974, Volume 242
Page 237, Instrument Recording No. 304332

4. Site Common Name Tyrone Energy Park
Grantor Bruce D. & Patricia Prissel
Grantee Northern States Power Company
Recording Information:
State Wisconsin, County Dunn
Date Recorded Feb. 20, 1974, Volume 241
Page 474, Instrument Recording No. 303954

5. Site Common Name Tyrone Energy Park
Grantor Kenneth & Beatrice Rinholen
Grantee Northern States Power Company
Recording Information:
State Wisconsin, County Dunn
Date Recorded Dec. 1, 1973, Volume 240
Page 55, Instrument Recording No. 303054

6. Site Common Name Tyrone Energy Park
Grantor Sara L. Keeler
Grantee Northern States Power Company
Recording Information:
State Wisconsin, County Dunn
Date Recorded Nov. 29, 1973, Volume 240
Page 41, Instrument Recording No. 303042

7. Site Common Name Tyrone Energy Park
Grantor Donald and Verna Fenner
Grantee Northern States Power Company
Recording Information:
State Wisconsin, County Dunn
Date Recorded Nov. 29, 1973, Volume 240
Page 42, Instrument Recording No. 303043

8. Site Common Name Tyrone Energy Park
Grantor Clarency A. & Marian Fedie
Grantee Northern States Power Company
Recording Information:
State Wisconsin, County Dunn
Date Recorded April 1, 1974, Volume 242
Page 408, Instrument Recording No. 304454

DAIRYLAND POWER COOPERATIVE REAL ESTATE

1. Site Common Name Tyrone Energy Park
   Grantor Henry F. and Clara Falkner
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded April 14, 1977, Volume 265
   Page 470, Instrument Recording No. 317407

2. Site Common Name Tyrone Energy Park
   Grantor Anastasia Cider
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded Jan. 11, 1974, Volume 240
   Page 727, Instrument Recording No. 303533

3. Site Common Name Tyrone Energy Park
   Grantor Harold C. & Carolyn Lucille Bauer
   Grantee Northern States Power Company
   Recording Information:
   State Wisconsin, County Dunn
   Date Recorded April 14, 1977, Volume 265
   Page 471, Instrument Recording No. 317408

4. Site Common Name Scales Mound Substation
   Grantor Clem Grant and Mary Grant
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Illinois, County Jo Daviess
   Date Recorded 7-8-49, Volume 133
   Page 129 & 130, Instrument Recording No. 53942

5. Site Common Name Harmony Substation
   Grantor George T. Morem and Marian E. Morem
   Grantee Dairyland Power Cooperative
   Recording Information:
   State Minnesota, County Fillmore
   Date Recorded 11-9-56, Volume 199
   Page 296, Instrument Recording No. 159076

6. Site Common Name _____
   Grantor _____
   Grantee _____
   Recording Information:
   State _____, County _____
   Date Recorded _____, Volume _____
   Page _____, Instrument Recording No. _____

7. Site Common Name _____
   Grantor _____
   Grantee _____
   Recording Information:
   State _____, County _____
   Date Recorded _____, Volume _____
   Page _____, Instrument Recording No. _____

8. Site Common Name _____
   Grantor _____
   Grantee _____
   Recording Information:
   State _____, County _____
   Date Recorded _____, Volume _____
   Page _____, Instrument Recording No. _____

II

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor of electric transmission or distribution lines, or systems, whether underground or overhead or otherwise, or of any electric generating plant, wherever located;

III

All right, title and interest of the Mortgagor in, to and under any and all licenses, franchises, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition, or operation of electric transmission or distribution lines, or systems, or any electric generating plant or plants, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged, or pledged;

IV

All right, title and interest of the Mortgagor in, to and under any and all contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm, corporation or governmental body or agency providing for the purchase, sale, exchange or transmission of electric power or energy by the Mortgagor together with any and all other accounts, contract rights and general intangibles (as such terms are defined in the applicable Uniform Commercial Code) heretofore or hereafter acquired by the Mortgagor;

V

Also, all right, title and interest of the Mortgagor in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein to the extent only, however, that the subjection of such property to the lien hereof shall not be contrary to law;

Together with all rents, income, revenues, profits and benefits at any time derived, received or had from any and all of the above-described property of the Mortgagor.

Provided, however, that except as hereinafter provided in section 13(b) of article II hereof, no automobiles, trucks, trailers, tractors or other vehicles (including without limitation aircraft or ships, if any) owned or used by the Mortgagor shall be included in the Mortgaged Property.

TO HAVE AND TO HOLD all and singular the Mortgaged Property unto the Mortgagees and their respective assigns forever, to secure equally and ratably the payment of the principal of and interest on the notes, according to their tenor and effect, without preference, priority or distinction as to interest or principal (except as otherwise specifically provided herein) or as to lien or otherwise of any note over any other note by reason of the priority in time of the execution, delivery or maturity thereof or of the assignment or negotiation thereof, or otherwise, and to secure the due performance of the covenants, agreements and provisions herein and in the Loan Agreements contained, and for the uses and purposes and upon the terms, conditions, provisos and agreements hereinafter expressed and declared.

ARTICLE I

ADDITIONAL NOTES

SECTION 1. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may from time to time (1) execute and deliver one or more Additional REA Notes to evidence indebtedness created by loans made or guaranteed by the Government, acting through the Administrator, pursuant to the Act, and (2) execute and deliver to CFC one or more Additional CFC Notes to evidence loans made by CFC. 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 Additional 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 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 and the relevant lender shall prescribe; provided, however, that the notes at any one time secured hereby shall not exceed in the aggregate principal amount the amount identified in the Instruments Recital as the Maximum Debt Limit, and no note shall mature more than fifty (50) years after the date hereof.

No Additional CFC Notes shall be secured by this Mortgage without the prior written approval thereof by the Government.

SECTION 2. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may from time to time execute, acknowledge, deliver, record and file mortgages supplemental to this Mortgage which thereafter shall form a part hereof, for the purpose of formally confirming this Mortgage as security for the notes. Nothing herein contained shall require the execution and delivery by the Mortgagor of a supplemental mortgage in connection with the issuance hereunder or the securing hereby of notes except as hereinafter provided in section 13 of article II hereof.

ARTICLE II

PARTICULAR COVENANTS OF THE MORTGAGOR

The Mortgagor covenants with the Mortgagees and the holders of notes secured hereby (hereinafter sometimes collectively called the "noteholders") and each of them as follows:

SECTION 1. The Mortgagor is duly authorized under its articles of incorporation and by-laws and the laws of the State of its incorporation and all other applicable provisions of law to execute and deliver the Interim CFC Note, the Outstanding REA Notes and this Mortgage and to execute and deliver Additional Notes; and all corporate action on its part for the execution and delivery of the Interim CFC Note, the Outstanding REA Notes and this Mortgage has been duly and effectively taken; and the Interim CFC Note, the Outstanding REA Notes and this Mortgage are, or when executed and delivered will be, the valid and enforceable obligations of the Mortgagor in accordance with their respective terms.

SECTION 2. The Mortgagor warrants that it has good right and lawful authority to mortgage the property described in the granting clauses of this Mortgage for the purposes herein expressed, and that the said property is free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the

title thereto, except (i) the lien of this Mortgage and taxes or assessments not yet due; (ii) deposits or pledges to secure payment of workmen's compensation, unemployment insurance, old age pensions or other social security; and (iii) deposits or pledges to secure performance of bids, tenders, contracts (other than contracts for the payment of borrowed money), leases, public or statutory obligations, surety or appeal bonds, or other deposits or pledges for purposes of like general nature in the ordinary course of business. The Mortgagor will, so long as any of the notes shall be outstanding, maintain and preserve the lien of this Mortgage superior to all other liens affecting the Mortgaged Property, and will forever warrant and defend the title to the property described as being mortgaged hereby to the Mortgagees against any and all claims and demands whatsoever. The Mortgagor will promptly pay or discharge any and all obligations for or on account of which any such lien or charge might exist or could be created and any and all lawful taxes, rates, levies, assessments, liens, claims or other charges imposed upon or accruing upon any of the Mortgagor's property (whether taxed to the Mortgagor or to any noteholder), or the franchises, earnings or business of the Mortgagor, as and when the same shall become due and payable; and whenever called upon so to do the Mortgagor will furnish to the Mortgagees or to any noteholder adequate proof of such payment or discharge, provided, however, that this provision shall not be deemed to require the payment or discharge of any tax, rate, levy, assessment or other governmental charge while the Mortgagor is contesting the validity thereof by appropriate proceedings in good faith and so long as it shall have set aside on its books adequate reserves with respect thereto.

SECTION 3. Except to secure loans to the Mortgagor, or to a third party or parties the obligation of which is assumed by the Mortgagor, made or guaranteed by the Government or made by CFC, in each case in the manner specified in section 1 of article I hereof, the Mortgagor will not, without the consent in writing of the Government, charge, assign, pledge, mortgage or otherwise encumber any of its property, real or personal, tangible or intangible, wheresoever located, which at the time is, or at any time may become, subject to the lien of this Mortgage, but in no event contrary to the provisions of section 2 of this article II, except that, in the event that the Mortgagor shall have duly applied for a loan from another lender or lenders which the Government shall have in writing approved and determined to be financially feasible for the Mortgagor, then the Mortgagor may obtain a commitment for such loan from such other lender or lenders and agree, if the Government consents thereto, to so encumber its property by amending this Mortgage to secure under this Mortgage, in such manner as the Government shall prescribe, the evidence of such loan from such other lender or lenders, and in such event CFC will consent to and execute and deliver, an amendment to this Mortgage, or such other instrument as may be appropriate, in order to secure such note or notes of such other lender or lenders under this Mortgage; provided that, by such amendment to this Mortgage or otherwise, such other lender or lenders shall receive substantially the same, and in no event greater, rights or powers than those granted to CFC under this Mortgage, and provided further that, any such amendment to this Mortgage and any charge, assignment, pledge, mortgage or other encumbrance incurred pursuant to this section 3 shall comply with the indenture, dated as of December 1, 1972, between CFC and Manufacturers Hanover Trust Company, as Trustee.

SECTION 4. The Mortgagor will duly and punctually pay the principal of and interest on the notes at the dates and places and in the manner provided therein, according to the true intent and meaning thereof, and all other sums becoming due hereunder. The Mortgagor may at any time make prepayments, on account of all or part of the principal of the notes, to the extent and in the manner therein and in the Loan Agreements set forth; provided, however, that (i) any prepayment of any of the CFC Notes shall be accompanied by a simultaneous prepayment of each of the REA Notes issued in connection with such CFC Note as a result of a Contemporaneous Loan, all as hereinafter set forth and (ii) any prepayment of any of the REA Notes shall be accompanied by a simultaneous prepayment of each of the CFC Notes issued in connection with such REA Note as a result of a Contemporaneous Loan, all as hereinafter set forth (at the premium, if any, prescribed in the CFC Loan Agreement). Prepayments which are required to be apportioned between CFC Notes on the one hand and the REA Notes on the other hand under the above proviso shall be apportioned according to the proportions which the aggregate unpaid principal amount of such CFC Notes and the aggregate unpaid

principal amount of such REA Notes, respectively, bear to the aggregate unpaid principal amount of such CFC Notes and REA Notes, collectively, on the date of prepayment and shall be applied to such notes and installments thereof as may be designated by the respective noteholders at the time of any such prepayment. As used in this section 4, the term "Contemporaneous Loan" shall mean a loan made pursuant to a loan agreement or agreements providing for a loan or loans secured by this Mortgage, the making of which by either lender is conditioned upon the making of a loan, therein described, by the other lender. For purposes of this section 4, the term "REA Notes" shall not be deemed to include notes which refund, renew or are in substitution for Outstanding REA Notes.

SECTION 5. The Mortgagor will at all times, so long as any of the notes shall be outstanding, take or cause to be taken all such action as from time to time may be necessary to preserve its corporate existence and to preserve and renew all franchises, rights of way, easements, permits and licenses now or hereafter to it granted or upon it conferred, and will comply with all valid laws, ordinances, regulations and requirements applicable to it or its property. The Mortgagor will not (1) without the approval in writing of the Government consolidate with or merge into any other corporation or permit any other corporation to merge into the Mortgagor or acquire all or substantially all of the business or assets of another corporation if such acquisition is analogous in purpose or effect to a merger or consolidation, or so consolidate or merge or permit any such merger or so acquire any such business or assets without the approval in writing of the holders of not less than 66-2/3% in principal amount of the notes at the time outstanding, which holders shall include the Government so long as it is a holder of any notes then outstanding (such holder or holders, including the Government so long as it is a holder of any notes then outstanding, being hereinafter sometimes called the "two-thirds noteholders") unless the corporation surviving such transaction shall have assumed the payment of the notes and the performance of the Mortgagor's covenants in this Mortgage, or (2) without the approval in writing of the two-thirds noteholders, sell, lease or transfer (or make any agreement therefor) any capital asset, unless the fair market value of such asset is less than $50,000 and the aggregate value of assets so sold, leased or transferred in any 12-month period is less than $200,000 and the proceeds of such sale, lease or transfer, less ordinary and reasonable expenses incident to such transaction, are immediately (i) applied as a prepayment of the notes, pro rata according to the aggregate unpaid principal amount of the notes, to such installments thereof as may be designated by the respective noteholders at the time of any such prepayment, (ii) in the case of dispositions of equipment, materials or scrap, applied to the purchase of other property useful in the Mortgagor's business, not necessarily of the same kind as the property disposed of, which shall forthwith become subject to the lien of this Mortgage or (iii) set aside as a deposit in the construction fund contemplated by Account Number 132.1 of the Uniform System of Accounts prescribed by REA for its Electric Borrowers (hereinafter, as in effect on the date hereof, called the "Uniform System of Accounts"). Any reference in this Mortgage to any Account Number of the Uniform System of Accounts shall apply to such Account Number included in the Uniform System of Accounts as of March 1, 1973, or to any other Account Number which may be thereafter prescribed with respect to the information contemplated by the Account Number herein specified; or, if no such Account Number shall be applicable after such date to the accounts of the Mortgagor for such information, such reference shall apply to the corresponding information otherwise determined in an appropriate manner.

SECTION 6. (a) The Mortgagor will at all times maintain and preserve the Mortgaged Property and each and every part and parcel thereof in good repair, working order and condition and in compliance with all applicable laws, regulations and orders, and will from time to time make all needful and proper repairs, renewals, and replacements, and useful and proper alterations, additions, betterments and improvements, and will, subject to contingencies beyond its reasonable control, at all times keep its plant and properties in necessary continuous operating condition and use all reasonable

diligence to furnish the consumers served by it through the Mortgaged Property, or any part thereof, with an adequate supply of electric energy and other services furnished by the Mortgagor. If any substantial part of the Mortgaged Property is leased by the Mortgagor to any other party, the lease agreement between the Mortgagor and the lessee shall obligate the lessee to comply with the provisions of subsections (a) and (b) of this section in respect of the leased facilities and to permit the Mortgagor to operate the leased facilities in the event of any failure by the lessee to so comply.

(b) The Mortgagor will cause the sum of the amount used during each period of five consecutive calendar years for maintenance, renewals, and replacements of the Mortgaged Property and any available Maintenance Credit (as hereinbelow defined), to be at least equal to the lesser (hereinafter called the "Standard") of either (i) 10% of the result obtained by deducting from the amount of Operating Revenues and Patronage Capital (as shown on line 32 of REA Bulletin 1-1 for Power Supply Borrowers, as now in effect, with respect to each calendar year) of the Mortgagor for such five-year period, the sum of operating expenses as shown on line 35, 36 and 37 of said REA Bulletin and Fixed Costs on Production Plant (Account Numbers 403.1, 408, 427, 924, 925, and 926, as shown on lines 18, 19, 20 and 21 of REA Form 12d, rev. 12/70, and the corresponding Accounts of REA Forms 12e and 12f, rev. 12/70, as applicable) of the Mortgagor for such five-year period, or (ii) 15% of the sum obtained by adding the amount charged to Depreciation and Amortization Expense (as shown on line 47 of said REA Bulletin) and Maintenance Expense-Total (as shown on line 42 of said REA Bulletin) of the Mortgagor for such five-year period.

The term "Maintenance Credit" shall mean the sum of (1) the excess of the amount used in each period of five consecutive calendar years for maintenance, renewals and replacements over the Standard during such five-year period and (2) the amount of such excesses from prior years, less amounts thereof previously utilized as permitted by this section.

The term "Maintenance Deficit" shall mean the amount by which the Standard in each period of five consecutive calendar years exceeds the sum of (1) the amount applied during such five-year period for maintenance, renewals and replacements and (2) the amount of any available Maintenance Credit.

The amount used for maintenance in each year shall be the amount shown for the Mortgagor for such year on line 42 of said REA Bulletin 1-1, as now in effect, and the amounts used for renewals and replacements shall be based upon improvements and replacements of Utility Plant associated with retirements thereof, less net salvage value.

In furtherance of the covenant contained in this subsection (b), the Mortgagor will, within five months after the close of the fifth complete calendar year after the year in which construction of the facilities financed with the proceeds of the Interim CFC Note is completed, and within five months after the end of each five-year period following said fifth calendar year, furnish to the Mortgagees an Officer's Certificate, setting forth separately and in reasonable detail:

(1) The amount of Operating Revenues and Patronage Capital derived by the Mortgagor from the Mortgaged Property during the five preceding calendar years and the Mortgagor's Operation Expense-Total, Fixed Costs on Production Plant, Depreciation and Amortization Expense, and Maintenance Expense-Total for such five-year period;

(2) The amounts used during such five preceding calendar years for maintenance, renewals and replacements of the Mortgaged Property;

(3) Any Maintenance Credit not theretofore utilized as permitted by this section and the computation thereof; and

(4) The resulting Maintenance Credit or Maintenance Deficit.

In case any such Officer's Certificate shows a Maintenance Deficit, the Mortgagor shall either (i) immediately apply an amount equal to the largest integral multiple of $1,000 which equals or is less than the amount so determined to the prepayment of the notes, pro rata according to the unpaid principal amounts thereof (such prepayments to be applied to such installments thereof as may be designated by the respective noteholders at the time of any such prepayment), or (ii) immediately deposit the amount so determined in a bank or banks satisfactory to the Government to be held by such bank or banks in a Restricted Maintenance Fund in trust for the benefit of the noteholders pursuant to a trust agreement satisfactory to the Government; provided, however, that at the direction or with the approval of the Government, the Mortgagor may cause funds held in such Restricted Maintenance Fund to be applied to the making of expenditures for maintenance, renewals and replacements of the Mortgaged Property; provided, further, however, that in the event that there shall have been a balance in said Restricted Maintenance Fund at the end of each of two such consecutive reporting periods, the Government may thereafter cause the funds held therein to be applied as provided in clause (i) above; and provided, further, however, that in the event of such a Maintenance Deficit, the Mortgagor may promptly cause to be made an inspection of the Mortgaged Property by a professional engineer satisfactory to the Government and may cause to be issued a report of such engineer, satisfactory in form and substance to the Government, stating the minimal aggregate amount which, in his judgment, is then needed for maintenance, renewals, and replacement of the Mortgaged Property in accordance with sound industry practices, and in the event such amount shall be less than such Maintenance Deficit, the maximum amount which the Mortgagor shall be required to apply to prepayment or to deposit in a Restricted Maintenance Fund pursuant to this paragraph shall in all events be the amount so stated by such professional engineer.

In case any such certificate shows a Maintenance Credit, the Mortgagor may withdraw the amount of such Maintenance Credit from said Restricted Maintenance Fund to the extent that there is an accumulated balance therein, and the Government, as agent of the noteholders, shall in such case cause such withdrawal to be permitted.

The amount of any Maintenance Credit not utilized to reduce a Maintenance Deficit or so withdrawn from the Restricted Maintenance Fund shall be available until utilized for such purposes.

The Mortgagor agrees that it will, within five months after the close of each calendar year after the year in which construction of the facilities financed with the proceeds of the Interim CFC Note is completed (other than during years in which an Officer's Certificate is required to be furnished pursuant to the fifth paragraph of this subsection (b)) furnish to the Mortgagees an Officer's Certificate, setting forth separately and in reasonable detail the amounts described in clauses (1) and (2) of said paragraph for the preceding calendar year; provided, however, that the foregoing requirements to furnish the Officer's Certificate pursuant to this paragraph and the fifth paragraph of this subsection (b) shall not relieve the Mortgagor of the obligation to furnish any Officer's Certificate with respect to maintenance, renewals and replacements of the Mortgaged Property previously required under the REA Mortgage.

SECTION 7. Except as specifically authorized in writing in advance by the Government and subject in all events to the provisions of section 2 of this article II, the Mortgagor will purchase all materials, equipment and replacements to be incorporated in or used in connection with the Mortgaged Property outright, and not subject to any conditional sales agreement, chattel mortgage, bailment lease, or other agreement reserving to the seller any right, title or lien. The Mortgagor will not, without the approval in writing of the Government, become or be obligated under Long-Term Leases for the rental from others of Restricted Property if the aggregate amount of rentals thereunder accrued or which may accrue during any period of 12 calendar months shall exceed 2% of the Equity of the Mortgagor at the time any determination of such rental obligations is made hereunder. As used herein, the term "Equity" shall have the meaning assigned to it in section 16 of this article II.

"Long-Term Leases" shall mean leases having unexpired terms (taking into account terms of renewal at the option of the lessor, whether or not such leases have theretofore been renewed) of more than 12 months, and "Restricted Property" shall mean all properties other than automobiles, trucks, trailers, tractors, other vehicles (including without limitation aircraft and ships), office, garage and warehouse space and office equipment (including, without limitation, computers).

SECTION 8. (a) The Mortgagor will take out, as the respective risks are incurred, and maintain the following classes and amounts of insurance: (1) fidelity bonds covering each officer and employee of the Mortgagor in not less than the following amounts, based on the estimated annual gross revenues of the Mortgaged Property:

Annual Gross Revenue			Amount of Coverage
Less than		$ 200,000	$ 10,000
$200,001	to	400,000	20,000
400,001	to	600,000	40,000
600,001	to	800,000	60,000
800,001	to	1,000,000	80,000
	over	1,000,000	100,000

and each collection agent of the Mortgagor shall be included in such fidelity bonds for not less than $2,500, or 10 percent of the highest amount collected annually by any one collection agent, whichever is greater; (2) workmen's compensation insurance covering all employees of the Mortgagor, in such amounts as may be required by law, or if the Mortgagor or any of its employees are not subject to the workmen's compensation laws of the State or States in which the Mortgagor conducts its operations, then its workmen's compensation policy shall provide voluntary compensation coverage to the same extent as though the Mortgagor and such employees were subject to such laws; and including occupational disease liability coverage, and "additional medical" coverage of not less than $10,000 in States where full medical coverage is not required by law; (3) public liability and property damage liability insurance, covering ownership liability, and all operations of the Mortgagor, with limits for bodily injury or death of not less than $100,000 for one person and $300,000 for each accident, and with limits for property damage of not less than $50,000 for each accident and $100,000 aggregate for the policy period; (4) liability insurance on all motor vehicles, trailers, semitrailers, and aircraft used in the conduct of the Mortgagor's business, whether owned, non-owned or hired by the Mortgagor, with bodily injury limits of not less than $100,000 for one person and $300,000 for each accident, and with property damage limits of $25,000 for each accident; in connection with aircraft liability, also passenger bodily injury limits of $100,000 per person and $300,000 for each accident; (5) comprehensive, or separate fire, theft and windstorm insurance covering loss of or damage to all owned motor vehicles, trailers, and aircraft of the Mortgagor, having a unit value in excess of $1,000, in an amount not less than the actual cash value of the property insured; (6) fire and extended coverage insurance, designating the Government and CFC as mortgagees in the policy, on each building and its contents, and on any other property of the Mortgagor, other than power lines and other distribution facilities, including without limitation property situated at each storage location of materials and supplies, poles and crossarms, owned by the Mortgagor, having a value at any one location in excess of $5,000, or in excess of one percent of the total plant value, whichever is larger, and in an amount not less than 80 percent of the current cost to replace the property new, less actual depreciation; and (7) boiler and machinery insurance, if the Mortgaged Property includes electric generating facilities, in an amount for each accident not less than the actual current cash value of the property of the Mortgagor and of other adjacent property that could be damaged thereby.

The Mortgagor will also, from time to time, increase or supplement the classes and amounts of insurance specified above to the extent requested by the Government or the holder or holders of not less than a majority in principal amount of the notes at the time outstanding (hereinafter called the "majority noteholders")

or required to conform to the accepted practice of companies of the size and character of the Mortgagor. The Mortgagor will, upon request of either of the Mortgagees, submit to the Mortgagees a schedule of its insurance in effect on the date specified in such request and copies of any policies or contracts relating thereto.

The foregoing insurance coverage shall be obtained by means of bond and policy forms approved by regulatory authorities, including standard REA endorsements and riders used by the insurance industry to provide coverage for REA borrowers. Each policy or other contract for such insurance shall 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 at least 10 days after written notice to the Mortgagees of cancellation.

(b) In the event of damage to or the destruction or loss of any portion of the Mortgaged Property which shall be covered by insurance, unless the Government shall otherwise agree, the Mortgagor shall replace or restore such damaged, destroyed or lost portion so that the Mortgaged Property shall be in substantially the same condition as it was in prior to such damage, destruction or loss, and shall apply the proceeds of the insurance for that purpose; provided, however, that in the event the Mortgagor, with agreement therefor by the Government, shall not so replace or restore such damaged, destroyed or lost portion of the Mortgaged Property, the Mortgagor shall apply the proceeds of the insurance as a ratable prepayment of or on account of the unpaid principal of the notes, to such installments thereof as may be designated by the respective noteholders at the time of any such payment. The Mortgagor shall replace the loss or shall commence such restoration promptly after such damage, destruction or loss shall have occurred and shall complete such replacement or restoration as expeditiously as practicable, and shall pay or cause to be paid out of the proceeds of such insurance all costs and expenses in connection therewith so that such replacement or restoration shall be so completed that the portion of the Mortgaged Property so replaced or restored shall be free and clear of all mechanics' liens and other claims.

Sums recovered under any fidelity bond by the Mortgagor for a loss of funds advanced under the notes or recovered by a Mortgagee for any loss under such bond shall, unless otherwise directed by the two-thirds noteholders, be applied to the prepayment of the notes, pro rata according to the unpaid principal amounts thereof (such prepayments to be applied to such installments thereof as may be designated by the respective noteholders at the time of any such prepayment), or to construct or acquire facilities approved by the two-thirds noteholders, which will become part of the Mortgaged Property.

SECTION 9. In the event of the failure of the Mortgagor in any respect to comply with the covenants and conditions herein contained with respect to the procuring of insurance, the payment of taxes, assessments and other charges, the keeping of the Mortgaged Property in repair and free of liens and other claims or to comply with any other covenant contained in this Mortgage, either Mortgagee shall have the right (without prejudice to any other rights arising by reason of such default) to advance or expend moneys for the purpose of procuring such insurance, or for the payment of insurance premiums, taxes, assessments or other charges, or to save the Mortgaged Property from sale or forfeiture for any unpaid tax or assessment, or otherwise, or to redeem the same from any tax or other sale, or to purchase any tax title thereon, or to remove or purchase any mechanic's liens or other encumbrance thereon, or to make repairs thereon or to comply with any other covenant herein contained or to prosecute or defend any suit in relation to the Mortgaged Property or in any manner to protect the Mortgaged Property and the title thereto, and all sums so advanced for any of the aforesaid purpose with interest thereon at the highest legal rate but not in excess of ten per centum (10%) per annum shall be deemed a charge upon the Mortgaged Property in the same manner as the notes at the time outstanding are secured and shall be forthwith paid to the Mortgagee making such advance or advances upon demand. It shall not be obligatory for any Mortgagee in making any such advances or expenditures to inquire into the validity of any such tax title, or of

any of such taxes or assessments or sales therefor, or of any such mechanics' liens or other encumbrance. A Mortgagee acting hereunder shall not be liable to the Mortgagor, the other Mortgagees or any noteholder except for losses resulting from gross negligence or willful misfeasance.

SECTION 10. The Mortgagor will not, without the approval in writing of the Government: (a) construct, make, lease, purchase or otherwise acquire any extensions or additions to its system or enter into any contract therefor, except such extensions or additions as may be financed with loans evidenced by additional notes; (b) enter into any contract or contracts for the operation or maintenance of all or any part of its property, for the purchase of electric power or energy, for the sale for resale, or for the sale to the ultimate consumer, of electric power and energy in excess of 1,000 kilowatts, for any transmission, interconnection or pooling arrangements, or for the use by others of any of its property; (c) incur any expenses for legal, engineering, supervisory, accounting or other similar services, except such reasonable expenses as are incurred in the routine course of business; or (d) deposit any of its funds, regardless of the source thereof, in any bank or other depositary which is not a member of the Federal Deposit Insurance Corporation, or the successor thereof, or of a Federal Reserve Bank.

SECTION 11. The Mortgagor will not pay its directors, as such, any salaries for their services, except such as shall have been approved by the Government, provided that nothing herein contained shall preclude any director from serving the Mortgagor in any other capacity and receiving compensation therefor. Salaries and wages paid officers and employees shall be reasonable and in conformity with the usual practice of corporations of the size and nature of the Mortgagor.

SECTION 12. The Mortgagor will at all times keep, and safely preserve, proper books, records and accounts in which full and true entries will be made of all of the dealings, business and affairs of the Mortgagor, in accordance with the methods and principles of accounting prescribed in the Uniform System of Accounts. The Mortgagor will prepare and furnish each of the Mortgagees not later than the 20th day of each month, or at less frequent intervals when specified by such Mortgagee, financial and statistical reports on its condition and operations. Such reports shall be in such form and include such information as may be specified by such Mortgagee, including without limitation an analysis of the Mortgagor's revenues, expenses and consumer accounts. The Mortgagor will cause to be prepared and furnished to each of the Mortgagees, at least once during each 12-month period during the terms hereof, a full and complete report of its financial condition as of a date (hereinafter called the "Fiscal Date") not more than 90 days prior to the date such report is furnished to the Mortgagees hereunder, and of its operations for the 12-month period ended on the Fiscal Date, in form and substance satisfactory to the Government, audited and certified by independent certified public accountants satisfactory to the Government and accompanied by a report of such audit in form and substance satisfactory to the Government. Either Mortgagee, through its representatives, shall at all times during reasonable business hours have access to, and the right to inspect and make copies of, any or all books, records and accounts, and any or all invoices, contracts, leases, payrolls, canceled checks, statements and other documents and papers of every kind belonging to or in the possession of the Mortgagor or in anywise pertaining to its property or business.

SECTION 13. (a) The Mortgagor will from time to time upon written demand of the Government or CFC make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered all such further and supplemental indentures of mortgage, deeds of trust, mortgages, financing statements, continuation statements, security agreements, instruments and conveyances as may reasonably be requested by the Government or CFC, and take or cause to be taken all such further action as may reasonably be requested by the Government or CFC to effectuate the intention of these presents and to provide for the securing and payment of the principal of and interest on the notes equally and ratably according to the terms thereof and for the purpose of fully conveying, transferring and confirming unto the Mortgagees the property hereby conveyed, mortgaged and pledged, or intended so to be, whether now owned by the Mortgagor or hereafter acquired by it and to reflect the assignment of the rights or interests of either of the Mortgagees or of any noteholder hereunder or under any note. The Mortgagor will cause this Mortgage and any and all supplemental indentures

of mortgage, mortgages and deeds of trust and every security agreement, financing statement, continuation statement and every additional instrument which shall be executed pursuant to the foregoing provisions forthwith upon execution to be recorded and filed and rerecorded and refiled as conveyances and mortgages and deeds of trust of and security interests in real and personal property in such manner and in such places as may be required by law or reasonably requested by either Mortgagee in order fully to preserve the security for the notes and to perfect and maintain the superior lien of this Mortgage and all supplemental indentures of mortgage, mortgages and deeds of trust and the rights and remedies of the Mortgagees and the noteholders.

(b) In the event that the Mortgagor suffers in the future a deficit in net income, as determined in accordance with methods of accounting prescribed in section 12 of article II hereof, for any fiscal year while any of the notes are outstanding, the Mortgagor will at any time or times upon written demand of the Government or CFC make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered all such further and supplemental indentures of mortgage, mortgages, security agreements, financing statements, instruments and conveyances, and take or cause to be taken all such further action, as may reasonably be requested by either Mortgagee in order to include in this Mortgage, as Mortgaged Property, and to subject to all the terms and conditions of this Mortgage, all right, title and interest of the Mortgagor in and to, all and singular, the automobiles, trucks, trailers, tractors, aircraft, ships and other vehicles then owned by the Mortgagor, or which may thereafter be owned or acquired by the Mortgagor. From and after the time of such written demand of the Government or CFC, such vehicles shall be deemed to be part of the Mortgaged Property for all purposes hereof.

SECTION 14. Any noteholder may, at any time or times in succession without notice to or the consent of the Mortgagor or any other noteholder 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 Mortgagor 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 Mortgagor, subject to applicable laws and rules and orders of regulatory bodies, will design its rates for electric energy and other services furnished by it with a view to paying and discharging all taxes, maintenance expenses, cost of electric energy and other operating expenses of its electric transmission and distribution system and electric generating facilities, if any, and also to making all payments in respect of principal of and interest on the notes when and as the same shall become due, to providing and maintaining reasonable working capital for the Mortgagor and to maintaining a Times Interest Earned Ratio (herein called "TIER") of not less than 1.0 and a Debt Service Coverage (herein called "DSC") of not less than 1.0. Where a change in design is proposed, the Mortgagor shall so redesign its rates to comply with the requirements of the preceding sentence, except that Net Patronage Capital or Margins, as defined below, shall be determined as though the rates proposed by the Mortgagor had been in effect for each of the 3 calendar years immediately preceding the date of such determination. The Mortgagor shall give 90 days prior written notice to each of the Mortgagees of any proposed change in its general rate structure.

For purposes of this section, TIER of the Mortgagor shall mean the average of the two largest ratios with respect to each of the three years (herein called the "test years") last preceding the date of the determination as to the adequacy of the design of rates, determined as follows: for each test year: add Net Patronage or Capital (as computed for purposes of Line B.29 on REA Form 12a) of the Mortgagor to Interest Expense (as computed for purposes of Line B.20 on REA Form 12a) of the Mortgagor, and divide the total so obtained by Interest Expense (as so computed) of

the Mortgagor; provided, however, that in computing Interest Expense, there shall be added, to the extent not otherwise included, an amount equal to 33-1/3% of the excess of rentals of Restricted Property (as defined in section 7 of article II hereof) under Long-Term Leases (as defined in section 7 of article II hereof) of the Mortgagor over 2% of the Mortgagor's Equities and Margins (as defined in the Uniform System of Accounts). Any reference in this Mortgage to REA Form 12a shall apply to the 12/71 revision (or to the revision of any other date which may be specified) of such REA Form 12a or to any later revision thereof which shall have been at the time prescribed for use by REA; if some other form containing the corresponding information shall at the time be prescribed by REA, such reference shall apply to the corresponding item in such other form; or if no such form is applicable to the accounts of the Mortgagor, such reference shall apply to the corresponding information otherwise determined in a comparable manner.

For purposes of this section, DSC of the Mortgagor shall mean the average of the two largest ratios with respect to each of the test years, determined as follows: for each test year: add Net Patronage Capital or Margins (as computed in accordance with the principles set forth in the preceding paragraph hereof) and Interest Expense (as computed in accordance with the principles set forth in the preceding paragraph hereof) of the Mortgagor to Depreciation and Amortization Expense (an amount as computed for purposes of Line B.18 on REA Form 12a) of the Mortgagor, and divide the total so obtained by an amount equal to the sum of all payments of principal and interest required to be made during each of the test years on account of Total Long-Term Debt (as computed for purposes of Line A.35 on REA Form 12a, including interest computed in the same manner as Interest Expense, as provided above) of the Mortgagor; provided, however, that in the event that any Long-Term Debt (being any amount included in Total Long-Term Debt computed as provided above) has been refinanced during any test year the payments of principal and interest required to be made during such year on account of such Long-Term Debt shall be based (in lieu of actual payments required to be made on such refinanced Debt) upon the larger of (i) an annualization of the payments required to be made with respect to the refinancing debt during the portion of such year such refinancing debt is outstanding or (ii) the payments of principal and interest required to be made during the following year on account of such refinancing debt.

SECTION 16. The Mortgagor will not, in any one year, without the approval in writing of the two-thirds noteholders, declare or pay any dividends, or pay or determine to pay any patronage refunds, or retire any patronage capital or make any other cash distributions (such dividends, refunds, retirements and other distributions being hereinafter collectively called "distributions"), to its members, stockholders or consumers if after giving effect to any such distribution the total Equity of the Mortgagor will not equal or exceed 40% of its total assets and other debits; provided, however, that the Mortgagor may nevertheless make distributions in any year up to 25% of the patronage capital and margins received by the Mortgagor in the next preceding year where after giving effect to any such distribution the total Equity of the Mortgagor will equal or exceed 20% of its total assets and other debits, and provided, further, however, that in no event will the Mortgagor make any distributions if there is unpaid when due any installment of principal of or interest on the notes, if the Mortgagor is otherwise in default hereunder or if, after giving effect to any such distribution, the Mortgagor's total current and accrued assets would be less than its total current and accrued liabilities.

For the purpose of this section, a "cash distribution" shall be deemed to include any general cancellation or abatement of charges for electric energy or services furnished by the Mortgagor, but not the repayment of a membership fee of not in excess of $100 upon termination of a membership. As used or applied in this Mortgage (1) "Equity" shall mean the aggregate of Equities and Margins (as such terms are defined in the Uniform System of Accounts) and Subordinated Indebtedness; and (2) "Subordinated Indebtedness" shall mean unsecured indebtedness of the Mortgagor, payment of which shall be subordinated to the prior payment of the notes by subordination agreement in form and substance satisfactory to the two-thirds noteholders.

SECTION 17. In the event that the Mortgaged Property, or any part thereof, shall be taken under the power of eminent domain, all proceeds and avails therefrom, except to the extent that both of the Mortgagees shall consent to other use and application thereof by the Mortgagor, shall forthwith be applied by the Mortgagor: first, to the ratable payment of any indebtedness by this Mortgage 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, to such installments thereof as may be designated by the respective noteholders at the time of any such payment, and, fourth, the balance shall be paid to whosoever shall be entitled thereto; provided, however, that any noteholder may cause funds to which it may be entitled under clause third hereof to be applied by the Mortgagor to the making of a deposit in the construction fund contemplated by Account 131.2 of the Uniform System of Accounts instead of causing such funds being applied to the prepayment of any note held by such noteholder.

SECTION 18. The Mortgagor will not at any time employ, or enter into any contract for the employment of, any general manager of the Mortgagor's system or any person exercising comparable authority to such a manager, unless such employment or such contract shall first have been approved by the Government. If, during such periods as the Mortgagor shall be in default in the making of payment or payments of principal of or interest on one or more of the notes or otherwise be in default hereunder, the Government shall at any time give notice to the Mortgagor that in its opinion such system is not being efficiently operated and shall request the termination of the employment of any such manager or person exercising comparable authority, or shall request the termination of any operating contract in respect of any such system, the Mortgagor 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 person exercising comparable authority, or for the operation of any such system, shall contain provisions to permit compliance with the foregoing covenants.

SECTION 19. The Mortgagor will well and truly observe and perform all of the covenants, agreements, terms and conditions contained in the Loan Agreements, as from time to time amended, on its part to be observed or performed. The Mortgagor will promptly furnish each Mortgagee with written notice of any amendment or modification of any Loan Agreement with the other Mortgagee and of the occurrence of any event of default under any such Loan Agreement. For purposes of this Mortgage, in the event of any inconsistency between the terms of this Mortgage and the terms of either Loan Agreement, the terms of this Mortgage shall govern.

SECTION 20. The Mortgagor will promptly notify the Mortgagees in writing of any change in location of its chief place of business or the office where its records concerning accounts and contract rights are kept.

SECTION 21. The Mortgagor will obtain all such rights of way, easements from landowners and releases from lienors as shall be necessary or advisable in the conduct of its business, and, if requested by either Mortgagee, deliver to such Mortgagee evidence satisfactory to such Mortgagee of the obtaining of such rights of way, easements or releases.

SECTION 22. The Mortgagor will not, without the written approval of the Government, hereafter make any loan or advance to, or make any investment in, or purchase or make any commitment to purchase any stock, bonds, notes or other securities of, or guarantee, assume or otherwise become obligated or liable with respect to the obligations of, any person, firm or corporation, except (i) securities or deposits issued, guaranteed or fully insured as to payment by the United States Government or any agency thereof, (ii) Capital Term Certificates or other securities of CFC, (iii) capital credits resulting from the payment for power and energy purchased and actually received from a generating and transmission cooperative of which the Mortgagor is a member, (iv) loans, deposits, advances, investments, securities

and obligations which the Mortgagor has, prior to the date hereof, committed itself to make, purchase or undertake, as the case may be, and as to which the Mortgagor has given the Mortgagees notice in writing prior to the date hereof, and (v) such other loans, deposits, advances, investments and obligations as may from time to time be made, purchased or undertaken by the Mortgagor; provided, however, that the aggregate cost of investments, plus the total unpaid principal amount of loans, deposits, advances and obligations, permitted under this clause (v) shall not at any time exceed 3% of the total utility plant (as such term is defined in the Uniform System of Accounts) of the Mortgagor.

SECTION 23. If all the REA Notes have been paid and discharged while any of the CFC Notes are still outstanding, all rights and powers of the Government and the holders of the REA Notes under this Mortgage shall immediately vest in CFC and the holders of the CFC Notes, respectively, and, correspondingly, if all the CFC Notes have been paid and discharged while any of the REA Notes are still outstanding, all rights and powers of CFC and the holders of the CFC Notes under this Mortgage shall immediately vest in the Government and the holders of the REA Notes, respectively. CFC, the Government, the Mortgagor and the noteholders shall execute and deliver such instruments, assignments, releases or other documents as shall be reasonably required to carry out the intention of this section.

ARTICLE III

REMEDIES OF THE MORTGAGEES AND NOTEHOLDERS

SECTION 1. If one or more of the following events (hereinafter called "events of default") shall happen, that is to say:

(a) default shall be made in the payment of any installment of or on account of interest on or principal of any note or notes when and as the same shall be required to be made whether by acceleration or otherwise;

(b) any representation or warranty made by the Mortgagor herein, in the Loan Agreements or in any certificate delivered hereunder or thereunder shall prove to have been incorrect or untrue in any material respect;

(c) default shall be made in the due observance or performance of any of the covenants, conditions or agreements on the part of the Mortgagor contained in sections 3, 4, 5, 7, 10, 16 and 22 of article II hereof;

(d) default shall be made in the due observance or performance of any other of the covenants, conditions or agreements on the part of the Mortgagor, in any of the notes or in this Mortgage contained, and such default shall continue for a period of thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Mortgagor by any noteholder;

(e) the Mortgagor shall file a petition in bankruptcy or be adjudicated a bankrupt or insolvent, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of its property, or shall institute proceedings for its reorganization or proceedings instituted by others for its reorganization shall not be dismissed within thirty (30) days after the institution thereof;

(f) a receiver or liquidator of the Mortgagor or of any substantial portion of its property shall be appointed and the order appointing such receiver or liquidator shall not be vacated within thirty (30) days after the entry thereof;

(g) the Mortgagor shall forfeit or otherwise be deprived of its corporate charter or franchises, permits, easements or licenses required to carry on any material portion of its business;

(h) a final judgment shall be entered against the Mortgagor and shall remain unsatisfied or without a stay in respect thereof for a period of thirty (30) days; or

(i) a violation of the terms of any subordination agreement delivered pursuant to section 16 of article II hereof shall have occurred;

then in each and every such case the Government, to the extent permitted by applicable state law on behalf of all the noteholders, may, in its discretion

(aa) without protest, presentment or demand, declare all unpaid principal of and accrued interest on the notes to be due and payable immediately; and upon any such declaration all such unpaid principal and accrued interest so declared to be due and payable shall become and be due and payable immediately, anything contained herein or in any note or notes to the contrary notwithstanding;

(bb) take immediate possession of the Mortgaged Property, collect and receive all credits, outstanding accounts and bills receivable of the Mortgagor and all rents, income, revenues and profits pertaining to or arising from the Mortgaged Property, or any part thereof, and issue binding receipts therefor; and manage, control and operate the Mortgaged Property as fully as the Mortgagor might do if in possession thereof, including, without limitation, the making of all repairs or replacements deemed necessary or advisable;

(cc) proceed to protect and enforce the rights of the Mortgagees and the rights of the noteholder or noteholders under this Mortgage by suits or actions in equity or at law in any court or courts of competent jurisdiction, whether for specific performance of any covenant or any agreement contained herein or in aid of the execution of any power herein granted or for the foreclosure hereof or hereunder or for the sale of the Mortgaged Property, or any part thereof, or to collect the debts hereby secured or for the enforcement of such other or additional appropriate legal or equitable remedies as may be deemed most effectual to protect and enforce the rights and remedies herein granted or conferred, and in the event of the institution of any such action or suit either Mortgagee shall have the right, irrespective of the adequacy of the security, to have appointed a receiver of the Mortgaged Property and of all rents, income, revenues and profits pertaining thereto or arising therefrom derived, received or had from the time of the commencement of such suit or action, and such receiver shall have all the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law, and if either Mortgagee shall make application for the appointment of a receiver the Mortgagor hereby expressly consents that the court to which such application shall be made may, irrespective of the adequacy of the security, make said appointment; and

(dd) sell or cause to be sold all and singular the Mortgaged Property or any part thereof, and all right, title, interest, claim and demand of the Mortgagor therein or thereto, at public auction or otherwise, as may be prescribed or permitted, and in the manner prescribed or permitted by applicable law.

SECTION 2. (a) Upon the expiration of 30 days after the happening of an event or events of default, any right or remedy herein or by law conferred which the Government shall not have proceeded to exercise or enforce may, to the extent permitted by applicable state law, be exercised and enforced by the holder or holders of not less than twenty-five per centum (25%) in principal amount of the notes at the time outstanding (hereinafter called the "25% noteholders") on behalf of all the noteholders.

(b) Notwithstanding the provisions of section 1 of this article III and subsection (a) of this section, if, in the opinion of counsel satisfactory to the Government, the Government may not lawfully act on behalf and for the benefit of the noteholders other than the Government, CFC shall have the right, immediately upon the happening of an event or events of default and notwithstanding any action taken by the Government thereunder or otherwise, to exercise and enforce any right or remedy herein or by law conferred. Furthermore, notwithstanding said

provisions, at any time after the happening of an event of default under section 1(a) of this article III with respect to any note the holder of such note may declare all unpaid principal of and interest on such note to be due and payable immediately; and upon any such declaration all such unpaid principal and accrued interest so declared to be due and payable shall become and be due and payable immediately, anything contained herein or in such note to the contrary notwithstanding. Nothing in this Mortgage contained shall affect or impair the right, which is absolute and unconditional, of any holder of any note which may be secured hereby to enforce the payment of the principal of or interest on such note on the date or dates any such interest or principal shall become due and payable in accordance with the terms of such note.

SECTION 3. The Mortgagor covenants that it will give immediate written notice to both of the Mortgagees and to all of the noteholders of the occurrence of an event of default or in the event that any right or remedy described in clauses (aa) through (dd) of section 1 of this article III is exercised or enforced, or any action is taken to exercise or enforce any such right or remedy. Each Mortgagee covenants that it will give immediate written notice to the other Mortgagee of the occurrence of any event of default of which it has knowledge or in the event that such Mortgagee exercises or enforces any right or remedy described in said clauses (aa) through (dd), or takes any action to exercise or enforce any such right or remedy.

SECTION 4. At any sale hereunder any noteholder or noteholders shall have the right to bid for and purchase the Mortgaged Property, or such part thereof as shall be offered for sale.

SECTION 5. Any proceeds of funds arising from the exercise of any rights or the enforcement of any remedies herein provided after the payment or provision for the payment of any and all costs and expenses in connection with the exercise of such rights or the enforcement of such remedies and any other sums received by the Mortgagees, the disposition of which is not otherwise herein specifically provided for, shall be applied first, to the payment of indebtedness hereby secured other than the principal of or interest on the notes; second, to the ratable payment of interest which shall have accrued on the notes and which shall be unpaid; third, to the ratable payment of or on account of the unpaid principal of the notes; and the balance, if any, shall be paid to whosoever shall be entitled thereto. Any proceeds or funds collected by the Government under this Mortgage for the account or benefit of, or which are distributable or attributable to, CFC or any holder of any note other than an REA Note are not payments of principal of or interest on the REA Notes as contemplated by 7 United States Code Annotated § 903(f) and shall be held by the Government in trust for the benefit of CFC or such holder, as the case may be, and in no event shall be deemed to be moneys received for the use of the United States of America as contemplated by 31 United States Code Annotated § 484 or 31 United States Code Annotated § 495.

SECTION 6. Every right or remedy herein conferred upon or reserved to the Mortgagees or to the noteholders shall be cumulative and shall be in addition to every other right and remedy given hereunder or now or hereafter existing at law, or in equity, or by statute. The pursuit of any right or remedy hereunder shall not be deemed to be an election and shall not preclude the pursuit of any other right or remedy.

SECTION 7. The Mortgagor, for itself and all who may claim through or under it, covenants that it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the Mortgaged Property may be situated and the Mortgagor, for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law.

SECTION 8. If at any time after an event of default and prior to the institution of foreclosure proceedings, all payments in respect of principal and interest which shall have become due and payable by the terms of the notes shall be paid to the respective noteholders, and all other defaults hereunder and under the notes shall have been cured, together with reimbursement for any resulting expense

or damage, to the satisfaction of all the noteholders, together with interest at the highest legal rate but not in excess of ten per centum (10%) per annum, then and in every such case, the Mortgagee or Mortgagees who shall have instituted any of the foregoing remedies may, by written notice to the Mortgagor, waive such default or defaults, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 9. For purposes of this article III, to the extent permitted by applicable state law, each noteholder appoints the Mortgagee or Mortgagees exercising any remedy as above provided as its attorney(s)-in-fact for such purpose.

SECTION 10. Nothing herein contained shall be deemed to authorize the Mortgagees to authorize or consent to or accept or adopt on behalf of any noteholder any plan of reorganization, arrangement, adjustment or composition affecting the notes or the rights of any holder thereof, or to authorize the Mortgagees to vote in respect of the claim of any noteholder in any such proceeding.

SECTION 11. Any rights of action and claims under this Mortgage or the notes may be prosecuted and enforced by the Mortgagee or Mortgagees prosecuting and enforcing the same without the possession of any of the notes or the production thereof in any proceeding relating thereto, and, to the extent permitted by applicable state law, any such proceeding instituted by either Mortgagee shall be brought in its own name as attorney-in-fact for the noteholders, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Mortgagees, their agents and counsel, be for the ratable benefit of the noteholders in respect of which such judgment has been recovered.

ARTICLE IV

POSSESSION UNTIL DEFAULT-DEFEASANCE CLAUSE

SECTION 1. Until some one or more of the events of default shall have happened, the Mortgagor shall be suffered and permitted to retain actual possession of the Mortgaged Property, and to manage, operate and use the same and any part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the rents, revenues, issues, earnings, income, products and profits thereof or therefrom, subject to the provisions of this Mortgage.

SECTION 2. If the Mortgagor shall well and truly pay or cause to be paid the whole amount of the principal of and interest on the notes at the times and in the manner therein provided, according to the true intent and meaning thereof, and shall also pay or cause to be paid all other sums payable under the Loan Agreements and hereunder by the Mortgagor and shall well and truly keep and perform, according to the true intent and meaning of this Mortgage, all covenants herein required to be kept and performed by it, then and in that case, all property, rights and interests hereby conveyed or assigned or pledged shall revert to the Mortgagor and the estate, right, title and interest of the Mortgagees and the noteholders shall thereupon cease, determine and become void and the Mortgagees and the noteholders, in such case, on written demand of the Mortgagor but at the Mortgagor's cost and expense, shall enter satisfaction of this Mortgage upon the record. In any event, each noteholder, upon payment in full to him by the Mortgagor of all principal of and interest on any note held by him and the payment and discharge by the Mortgagor of all charges due to such noteholder hereunder, shall execute and deliver to the Mortgagor such instrument of satisfaction, discharge or release as shall be required by law in the circumstances.

ARTICLE V

MISCELLANEOUS

SECTION 1. It is hereby declared to be the intention of each of the parties hereto that all electric generating plants and appurtenances thereto, transmission and distribution lines, or systems, embraced in the Mortgaged Property, including, without limitation, all rights of way and easements granted

or given to the Mortgagor or obtained by it to use real property in connection with the construction, operation or maintenance of such plants, lines, or systems, and all service and connecting lines, poles, posts, crossarms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes and fixtures forming part of, or used in connection with, such plants, lines, or systems, and all other property physically attached to any of the foregoing-described property, shall be deemed to be real property.

SECTION 2. All of the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind its successors and assigns, whether so specified or not, and all titles, rights and remedies hereby granted to or conferred upon the Mortgagees shall pass to and inure to the benefit of the successors and assigns of the Mortgagees and shall be deemed to be granted or conferred for the ratable benefit and security of all who shall from time to time be the holders of notes executed and delivered as herein provided. The Mortgagor and each of the Mortgagees hereby agree to execute and deliver such consents, acknowledgements and other instruments as may be reasonably requested by either of the Mortgagees or any noteholder in connection with any assignment of the rights or interests of either Mortgagee or any noteholder hereunder or under the notes. Notwithstanding the foregoing, no sale, assignment or transfer of any CFC Notes, and no assignment of any right or power of CFC hereunder, shall be effective as against the Government or the Mortgagor, unless such sale, assignment or transfer shall have been previously approved in writing by the Government, it being understood that no such approval shall be required for or in connection with any assignment, transfer, mortgage, hypothecation or pledge (hereinafter called a "security interest") by CFC of any CFC Notes or any right or power of CFC or the holder of any CFC Notes hereunder in connection with a borrowing by CFC, which security interest provides that the rights and powers of CFC and the holders of CFC Notes under the CFC Notes and this Mortgage shall be exercised by the holders thereof or CFC unless and until a default by CFC exists under the terms governing such security interest and that the restrictions herein contained shall not apply to any sale, assignment, transfer or other disposition pursuant to the terms governing such security interest and shall not apply to any such disposition by any person other than CFC.

SECTION 3. The descriptive headings of the various articles of this Mortgage were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

SECTION 4. All demands, notices, reports, approvals, designations, or directions required or permitted to be given hereunder shall be in writing and shall be deemed to be properly given if mailed by registered mail addressed to the proper party or parties at the following addresses:

As to the Mortgagor:
P.O. Box 817
LaCrosse, Wisconsin 54601

As to the Mortgagees: CFC: National Rural Utilities Cooperative Finance Corporation
1115 - 30th Street, N. W.
Washington, D. C. 20007

The Government:
Rural Electrification Administration
Washington, D. C. 20250

and as to any other person, firm, corporation or governmental body or agency having an interest herein by reason of being the holder of any note or otherwise, at the last address designated by such person, firm, corporation, governmental body or agency to the Mortgagor and the Mortgagees. The Mortgagor or the Mortgagees may from time to time designate to each other a new address to which demands, notices,

reports, approvals, designations or directions may be addressed and from and after any such designation the address designated shall be deemed to be the address of such party in lieu of the address hereinabove given.

SECTION 5. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Mortgage shall not affect the remaining portions hereof, nor shall any such invalidity as to one Mortgagee or as to any holder of notes hereunder affect the rights hereunder of the other Mortgagee or any other holder of notes.

SECTION 6. The following terms used in this Mortgage have the meanings assigned to them in the following respective provisions hereof:

Term	Provisions
Mortgagor	First paragraph hereof
Government	First paragraph hereof
REA	First paragraph hereof
CFC	First paragraph hereof
Mortgagees	First paragraph hereof
Act	First recital
REA Loan Agreement	First recital
Outstanding REA Notes	First recital
REA Mortgage	Second recital
this Mortgage	Witnesseth clause
Additional REA Notes	Sixth recital
REA Notes	Sixth recital
CFC Loan Agreement	Seventh recital
Loan Agreements	Seventh recital
Interim CFC Note	Seventh recital
Additional CFC Notes	Ninth recital
Additional Notes	Ninth recital
CFC Notes	Ninth recital
notes	Ninth recital
Uniform Commercial Code	Eleventh recital
Mortgaged Property	Granting clause
noteholders	First paragraph, article II
Contemporaneous Loan	Section 4, article II
Standard	Section 6, article II
Maintenance Credit	Section 6, article II
Maintenance Deficit	Section 6, article II
Restricted Maintenance Fund	Section 6, article II
Long-Term Leases	Section 7, article II
Restricted Property	Section 7, article II
Uniform System of Accounts	Section 12, article II
Fiscal Date	Section 12, article II
TIER	Section 15, article II
DSC	Section 15, article II
distributions	Section 16, article II
cash distribution	Section 16, article II
Equity	Section 16, article II
Subordinated Indebtedness	Section 16, article II
events of default	Section 1, article III
security interest	Section 2, article V

Accounting terms not referred to above are used in this Mortgage in accordance with the meanings given them in the Uniform System of Accounts or, failing provision therefor in said System, the meanings given them by generally accepted accounting practices. Any reference herein to "directors" or "board of directors" shall be deemed to mean "trustees" or "board of trustees", as the case may be.

SECTION 7. To the extent that any of the property described or referred to in this Mortgage is governed by the provisions of the Uniform Commercial Code this Mortgage is hereby deemed a "security agreement" under the Uniform Commercial Code, and a "financing statement" under the Uniform Commercial Code for said security agreement. The mailing addresses of the Mortgagor as debtor, and of the Mortgagees as secured parties, are as set forth in section 4 of this article V.

SECTION 8. The Mortgagor agrees to indemnify and save harmless each of the Mortgagees against any liability or damages which either of them may incur or sustain in the exercise and performance of their powers and duties hereunder. For such reimbursement and indemnity, the Mortgagees shall be secured under this Mortgage in the same manner as the notes and all such reimbursements for expense or damage shall be paid to the Mortgagees incurring or suffering the same with interest at the rate specified in section 9 of article II hereof.

SECTION 9. At all times when any note is held by the Government, or in the event the Government shall assign a note without having insured the payment of such note, this Mortgage shall secure payment of such note for the benefit of the Government or such uninsured holder thereof, as the case may be. Whenever any note may be sold to an insured purchaser, it shall continue to be considered a "note" as defined herein, but as to any such insured note the Government, and not such insured purchaser, shall be considered to be, and shall have the rights of, the noteholder for purposes of this Mortgage. Notice of the rights of the Government under the preceding sentence shall be set forth in all such insured notes. As to any note which may evidence a loan or loans guaranteed pursuant to the Act, the Government, and not the guaranteed lender or lenders, shall be considered to be, and shall have the rights of, the noteholder for purposes of this Mortgage.

SECTION 10. Any reference herein to the Administrator shall be deemed to mean the Administrator of the Rural Electrification Administration or his duly authorized representative or any other person or authority in whom may be vested the duties and functions which the Administrator is now or may hereafter be authorized by law to perform.

SECTION 11. This Mortgage may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, DAIRYLAND POWER COOPERATIVE----------
---------- , as Mortgagor, has caused this Supplemental Mortgage and Security Agreement to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagee, has caused this Supplemental Mortgage and Security Agreement to be signed in its name and its

corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and UNITED STATES OF AMERICA, as Mortgagee, has caused this Supplemental Mortgage and Security Agreement to be duly executed in its behalf, all as of the day and year first above written.

DAIRYLAND POWER COOPERATIVE

(Seal)

by _____
Raymond O. Johnson
President

Attest: _____
Allen E. Hoel Secretary

Executed by the Mortgagor
in the presence of:

_____
Ann J. Malin

_____
Witnesses Margaret C. Sonneborn

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION

by _____
Governor
J. K. Smith

(Seal)

Attest: _____
Assistant Secretary. Ira Shesser

Executed by National Rural Utilities
Cooperative Finance Corporation,
Mortgagee, in the presence of:

_____
Sarah L. Dodson

_____
Witnesses Linda G. Minor

UNITED STATES OF AMERICA

by _____
Joseph Vellone
Acting Administrator
of
Rural Electrification Administration

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

_____
Susan E. Braun

_____
Witnesses Helen E. Conner

STATE OF WISCONSIN)
)
COUNTY OF LA CROSSE)

On this 15th day of July, 1977, personally came before me, Raymond O. Johnson, President and Allen E. Hoel, Secretary, of DAIRYLAND POWER COOPERATIVE a corporation, to me known to be the persons who executed the foregoing instrument and to be such officers, and acknowledged that they executed the same as such officers as the free act and deed of said corporation by its authority.

I hereby certify that said instrument was executed in my presence and in the presence of the subscribing witnesses aforesaid.

Floyd E. Wheeler
Notary Public, ~~State and County, aforesaid.~~
State of Wisconsin - Floyd E. Wheeler

(Notarial Seal)

My commission ~~expires~~: is Permanent

DISTRICT OF COLUMBIA)
) SS

On this 29 day of June, 1977, personally came before me, a Notary Public in and for the District of Columbia, J. K. Smith, and Ira Shesser, Governor and Secretary of National Rural Utilities Cooperative Finance Corporation respectively, to me known to be the persons who executed the foregoing instrument and to be such officers and acknowledged that they executed the same as such officers as the free act and deed of said corporation by its authority, and that they delivered the same as such.

I hereby certify that said instrument was executed in my presence and in the prsence of the subscribing witnesses aforesaid.

Ruth Stockton
Ruth Stockton Notary Public

(Notarial Seal)

My commission expires My Commission Expires April 30, 1978

DISTRICT OF COLUMBIA) SS

On this 27 day of June 1977, personally came before me, Dorothy Benton, a Notary Public in and for the District of Columbia, JOSEPH VELLONE Acting, Administrator of the Rural Electrification Administration of the United States of America, to me known to be the person who executed the foregoing instrument and to be such officer, and acknowledged that he executed the same as such officer on behalf of the United States of America as its free act and deed by its authority, and that he delivered the same as such.

I hereby certify that said instrument was executed in my presence and in the presence of the subscribing witnesses aforesaid.

Dorothy Benton
Dorothy Benton Notary Public

(Notarial Seal)

My commission expires 10/14/78

This instrument was drafted by an attorney in the Office of General Counsel, United States Department of Agriculture, Washington, D. C.