

Schwab & Walter  
Attorneys at Law

10636 Linkwood Court  
(504) 767-1460 Baton Rouge, LA 70810-2854 Fax (504) 769-0010

15309-A  
RECORDATION NO. FILED 1990

DEC 10 1990 11:01 AM

INTERSTATE COMMERCE COMMISSION

John Schwab  
Gerald L. Walter, Jr.

William E. Hodgkins  
Anne Jordan Crochet  
J. Lee Alcock  
James C. Percy  
John M. Sharp

0-344A028

Reply to:

10114 Jefferson Highway  
P.O. Box 80491  
Baton Rouge, Louisiana 70898  
Telephone (504) 296-5095  
Fax (504) 296-5099

December 5, 1990

Interstate Commerce Commission  
12th Street and Constitution Avenue N.W.  
Washington, D.C. 20423  
Attn: Mildred Lee, Room 2303

DEC 10 10 55 AM '90  
MOTOR OPERATING UNIT

Dear Ms. Lee:

I enclose herewith one certified copy issued by the Clerk of Court of East Baton Rouge Parish and one uncertified copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Supplement to Supplemental Mortgage and Security Agreement ("Mortgage") dated November 28, 1990. The names and addresses of the parties to the document are as follows:

Mortgagor: Cajun Electric Power Cooperative, Inc  
10719 Airline Highway  
Baton Rouge, Louisiana 70816

Mortgagee: United States of America  
Rural Electrification Administration  
United States Department of Agriculture  
14th and Independence Avenue, S.W.  
Washington, D.C. 20250

National Bank for Cooperatives  
5500 S. Quebec Street  
Englewood, Colorado 80111

This filing is an amendment to that filing dated February 24, 1988, assigned recordation number 15509.

Attached hereto as Exhibit A. is a complete listing of the property covered by the Mortgage, being 848 hopper cars owned by Cajun Electric Power Cooperative, Inc. used in interstate commerce.

A short summary of the document to appear in the index follows:

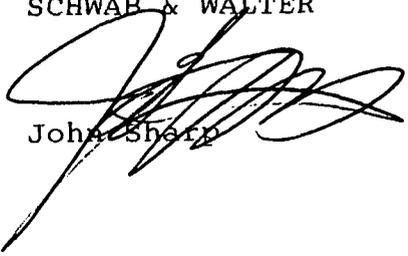
"Supplement to Supplemental Mortgage and Security Agreement among Cajun Electric Power Cooperative, Inc., 10719 Airline Highway, Baton Rouge, Louisiana 70816, as Mortgagor, and the United States of America, Rural Electrification Administration, United States Department of Agriculture, 14th and Independence Ave., S.W., Washington, D.C. 20250, and the National Bank for Cooperatives, Inc., 5500 S. Quebec Street, Englewood, Colorado, 80111, as Mortgagee, dated November 28, 1990, and covering all railroad cars owned by Cajun Electric Power Cooperative, Inc. on the date of the Supplement to Supplemental Mortgage and Security Agreement or thereafter acquired by it or its successors, including 848 hopper cars bearing the designation "CEPX"."

We have enclosed our check in the amount of \$15.00 to cover the expense of filing this amendment. Please return the original and any unneeded copies to us.

Thank you for your kind assistance in this matter.

Sincerely,

SCHWAB & WALTER

  
John Sharp

bah  
encl.

**Interstate Commerce Commission**  
Washington, D.C. 20423

12/10/90

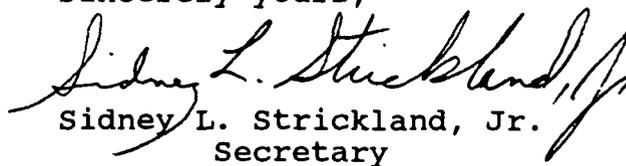
OFFICE OF THE SECRETARY

John M. Sharp  
Schwab & Walter  
10636 Linkwood COURT  
Baton Rouge, LA. 70810-2854

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/10/90 at 11:00AM, and assigned recordation number(s). 15509-A.

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

SUPPLEMENT TO  
SUPPLEMENTAL MORTGAGE  
AND SECURITY AGREEMENT

DATED AS OF NOVEMBER 28, 1990  
BY AND AMONG

CAJUN ELECTRIC POWER  
COOPERATIVE, INC.

UNITED STATES OF AMERICA and  
NATIONAL BANK FOR  
COOPERATIVES,  
(Successor to JACKSON BANK  
FOR COOPERATIVES  
(formerly New Orleans Bank  
for Cooperatives))

UNITED STATES OF AMERICA

BE IT KNOWN, that on November 28, 1990

REGISTRATION NO. 15509-A FILED 1990

DEC 19 1990 - 11 02 AM

INTERSTATE COMMERCE COMMISSION

BEFORE ME, the undersigned Notary Public in and for the District of Columbia, duly commissioned and qualified and in the presence of the witnesses hereafter named and undersigned.

PERSONALLY CAME AND APPEARED:

CAJUN ELECTRIC POWER COOPERATIVE, INC. (hereinafter called the "Mortgagor"), a corporation duly organized and existing under and by virtue of the laws of the State of Louisiana, domiciled at Baton Rouge, Louisiana, in the Parish of East Baton Rouge, State of Louisiana, herein represented by its President and its Secretary, fully and duly authorized to act herein under and by virtue of a resolution of the Board of Directors of the Mortgagor, a duly certified copy of which is annexed hereto and made a part hereof, United States of America (hereinafter called the "Government"), acting through the Administrator of the Rural Electrification Administration (hereinafter called the "Administrator"), Gary Byrne, fully and duly authorized to act herein under and by virtue of authority granted under 7 U.S.C. § 901 et seq., and NATIONAL BANK FOR COOPERATIVES, successor to the JACKSON BANK FOR COOPERATIVES, (formerly The New Orleans Bank for Cooperatives) (hereinafter called "Bank"), a national corporation existing under the laws of the United States of America (the Government and Bank being hereinafter sometimes collectively called the "Mortgagees"), the Bank being herein represented by James E. Allison, Senior Vice President, fully and duly authorized to act herein under and by virtue of resolutions, a duly certified copy of which is annexed hereto and made a part hereof.

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Government, or has assumed the payment of certain mortgage notes all payable in installments to or to the order of, or obligating the Mortgagor otherwise to, the Government, which mortgage notes (hereinafter collectively called the "Outstanding REA Notes") identified in the eighteenth 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 to a third party by the Government pursuant to 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 assumed by the Mortgagor or loans made or guaranteed by the Government pursuant to the Act; and

WHEREAS, as to any of the Outstanding REA Notes which evidence a loan or loans guaranteed pursuant to the Act, the Government has been assigned and shall have the rights of the noteholder under the Mortgage, as amended hereby; and

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized, executed and delivered to the Bank, certain mortgage notes (identified in the Instruments Recital as and hereinafter respectively called the "Discharged Bank Class IIA Note" and "Discharged Bank Class II Notes") which have been fully paid and are no longer secured hereunder; and

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Bank, a certain mortgage note (identified in the Instruments Recital as, and hereinafter called, the "Outstanding Bank Class IIA Note") which is now outstanding and held by the Bank and evidences a loan to be made by the Bank pursuant to Letter of Credit Reimbursement Agreements, one dated June 30, 1983 and one dated July 7, 1983, as such agreements may have been or may be hereafter amended, between the Mortgagor and the Bank (the Outstanding REA Notes and the Outstanding Bank Class IIA Note being hereinafter collectively called the "Outstanding Notes"); and

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

WHEREAS, the Mortgagor has failed to make certain payments of principal and interest when and as due on the Outstanding REA Notes; and

WHEREAS, the Mortgagor is indebted to the Government as a result of the Government's guarantees (hereinafter called "Guarantees") of certain of the Outstanding REA Notes, in addition to being indebted to the Government as a result of loans, made by the Government to the Mortgagor or to third parties and assumed by the Mortgagor, evidenced by certain other of the Outstanding REA Notes; and

WHEREAS, the Mortgagor was indebted to the Government as a result of the assignment of certain judgments (hereinafter called "Assigned Judgments") identified in the Instruments Recital by Citibank N.A. to the Government pursuant to a Letter Agreement, among the Government, the Mortgagor and Citibank N.A. dated June 19, 1989 (hereinafter called the "Letter Agreement"); and

WHEREAS, the Mortgagor, for value received, has duly authorized, executed and delivered to the Government, two mortgage notes (identified in the Instruments recital as and hereinafter collectively called the "Current Judgment Notes"), to be paraphrased "Ne Varictur" by me, Notary, for identification with this act, payable to the Government in satisfaction of and substitution for the Assigned Judgments; and

WHEREAS, the Mortgagor will be indebted to the Government as a result of the future assignment of a certain judgment (hereinafter called the "Third Judgment") identified in the Instruments Recital by Citibank N.A. to the Government pursuant to the Letter Agreement; and

WHEREAS, the Mortgagor will in the future duly authorize, execute and deliver a mortgage note (hereinafter called the "Additional Judgment Note"; the Current Judgment Notes and the Additional Judgment Note being hereinafter collectively called the "Judgment Notes") payable to the Government in satisfaction of and in substitution for the Third Judgment; and

WHEREAS, the Government and the Mortgagor have agreed to restructure the Mortgagor's payment obligations to the Government arising under or with respect to (i) the Outstanding REA Notes, (ii) the Guarantees and (iii) the Current Judgment Notes and the Third Judgment (and, after the substitution of the Additional Judgment Note for the Third Judgment, the Additional Judgment Note) (hereinafter collectively called "REA Related Debt") and have entered into a Debt Restructure Agreement dated as of May 31, 1990 between Cajun Electric Power Cooperative, Inc. and United States of America, acting through the Rural Electrification Administration (said agreement as it has been or may be hereafter amended, supplemented or restated being hereinafter called the "Debt Restructure Agreement"); and

WHEREAS, pursuant to the Debt Restructure Agreement, the Mortgagor has heretofore duly authorized, executed and delivered to the Government, Note A and Note B (each such Note being identified in the Instruments Recital and being hereinafter collectively called the "DRA Notes"), to be paraphrased "Ne Varietur" by me, Notary, for identification with this act, payable to the Government and evidencing the Mortgagor's restructured payment obligations to the Government; and

WHEREAS, it is intended that the Mortgagor's payment obligations be evidenced by both the documents evidencing the REA Related Debt, including, without limitation, the Outstanding REA Notes, and the DRA Notes; however, it is acknowledged that the Mortgagor shall make payments in accordance with the DRA Notes and Debt Restructure Agreement and that so long as no Event of Default has occurred hereunder or under the Debt Restructure Agreement, the Government may not exercise any right or remedy under the REA Related Loan Documents (as that term is defined in the Debt Restructure Agreement); and

WHEREAS, the Debt Restructure Agreement provides that the REA shall make on a timely basis all guarantee payments required by the FFB Guaranty, the Private Lender Guaranty and the CoBank Guaranty (as those terms are defined in the Debt Restructure Agreement); and

WHEREAS, upon the occurrence of an Event of Default hereunder or under the Debt Restructure Agreement the Government may enforce and recover Mortgagor's obligations as stated in either (i) the documents evidencing the REA Related Debt, or (ii) the DRA Notes; and

WHEREAS, it is intended that the Outstanding Notes, DRA Notes and the Judgment Notes be secured by the Mortgage, as amended and supplemented hereby, of the property hereinafter described as well as all other amounts and obligations described in the Mortgage as being secured thereby, other than the Discharged Bank Class II A Note and the Discharged Bank Class II Notes referenced herein; and

WHEREAS, the instruments referred to in the preceding recitals are hereby identified as follows:

**INSTRUMENTS RECITAL**

"DRA Note(s)": (Of even date herewith):

<u>Note</u>	<u>Principal Amount</u>	<u>Interest Rate (per month)</u>	<u>Final Payment Date</u>
Note A	\$2,147,994,670.00	.720%	December 31, 2026
Note B	\$1,037,007,550.00	.720%	December 31, 2036

"Current Judgment Notes": (Of even date herewith):

<u>Note</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Final Payment Date</u>
Judgment Note 1	\$32,198,545.50	9.51% per annum	on demand
Judgment Note 2	\$28,351,487.39	9.51% per annum	on demand

**"Assigned Judgments":**

**Judgment No. 1** entered on August 7, 1989 by the United States District Court for the Southern District of New York against Cajun Electric Power Cooperative, Inc. in case 88 Civ. 3191 (RO) in favor of Citibank N.A.

**Judgment No. 2** entered on August 7, 1989 by the United States District Court for the Southern District of New York against Cajun Electric Power Cooperative, Inc. in case 88 Civ. 3191 (RO) in favor of Citibank N.A.

**"Third Judgment":**

**Judgment No. 3** entered on August 7, 1989 by the United States District Court for the Southern District of New York against Cajun Electric Power Cooperative, Inc. in case 88 Civ. 3191 (RO) in favor of Citibank N.A.

**"Outstanding REA Notes":**

Fifty-two (52) certain mortgage notes as more specifically described in Exhibit A which is attached hereto and incorporated herein for all purposes.

**"Outstanding Bank Class IIA Note":**

One (1) note issued by the Mortgagor evidencing a loan to be made by the Bank and described as follows:

<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Date of Issuance</u>	<u>Final Maturity Date</u>	<u>Bank Designation</u>	<u>Secured hereunder up to the amount</u>
Bank	\$75,441,307.50	07/07/88	*	88-CEP-01 and 88-CEP-02	\$57,000,000

**"Discharged Bank Class IIA Note":**

<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Date of Issuance</u>	<u>Final Maturity Date</u>	<u>Bank Designation</u>	<u>Secured hereunder to the amount</u>
Bank	\$35,000,000.00	03/07/84	12/31/89	NOBC 5887	N/A

**"Discharged Bank Class II Notes":**

Five (5) certain notes issued by the Mortgagor evidencing loans made by the Bank and described as follows:

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\* The earlier of June 30, 2000, or seven years from the date of an advance thereunder.

	Named Payee	Stated Principal Amount	Date of Issuance (month/day/year)	Final Maturity Date	Designation
1.	Bank	\$18,000,000.00	04/07/77	12/31/91	NOBC 4679
2.	Bank	\$ 8,400,000.00	04/07/80	12/31/94	NOBC 4679-B
3.	Bank	\$ 3,158,420.70	11/01/85	**	NOBC 4679-D
4.	Bank	\$ 3,900,000.00	02/17/84	10/01/98	NOBC 4679-E
5.	Bank	\$9,000,000.00	03/07/84	10/01/98	NOBC 4679-F

"Mortgage":

Supplemental Mortgage and Security Agreement

Dated as of February 24, 1988

"Maximum Debt Limit" for purposes of article I, section 1 of the Mortgage, as amended hereby, shall be ten billion dollars (\$10,000,000,000).

WHEREAS, the Government is the owner or the designated noteholder of the Outstanding REA Notes, the Current Judgment Notes and the DRA Notes; the Bank is the owner of the Outstanding Bank Class IIA Note; and the Mortgagees are the owners of the Mortgage; and

WHEREAS, it was the intention of the Mortgagor at the time of the execution of the Mortgage (or, if the Mortgage consists of more than one instrument, at the time of the execution of the earliest instrument thereof) that the property of the Mortgagor of the classes described therein, as being mortgaged or pledged thereby, or intended so to be, whether then owned or thereafter acquired, would secure certain notes of the Mortgagor executed and delivered prior to the execution and delivery of the Mortgage (or, if the mortgage consists of more than one instrument, prior to the execution and delivery of the earliest instrument thereof), and certain notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as from time to time amended, supplemented, or restated and it is intended by the Mortgagor to confirm hereby the Mortgage and the property therein described as being mortgaged or pledged, or intended so to be, as security for the Outstanding Notes, and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby; and

WHEREAS, the Mortgage provides that the Mortgagor shall, upon the written demand of the Government or the Bank duly authorize, execute, and deliver and record and file all such supplemental mortgages and conveyances as may reasonably be requested by the Government or the Bank to effectuate the intention of the Mortgage and to provide for the conveying, mortgaging and pledging of the property of the Mortgagor intended to be conveyed, mortgaged or pledged by the Mortgagor to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto, or otherwise secured

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\*\* The earlier of June 30, 1995, or seven years from the date of an advance thereunder.

thereby, and the Government and the Bank have in writing requested the execution and delivery of this Supplement (hereinafter called "this Supplemental Mortgage") to the Mortgage pursuant to such provisions; and

WHEREAS, it is further intended by the Mortgagor, at the request and with the consent of the Mortgagees, to amend the Mortgage in the respects hereinafter set forth; and

WHEREAS, all acts, things, and conditions prescribed by law and by the articles of incorporation and bylaws of the Mortgagor have been duly performed and complied with to authorize the execution and delivery hereof and to make the Mortgage, as amended and supplemented hereby, a valid and binding mortgage to secure payment of the Outstanding Notes, the Current Judgment Notes, the DRA Notes and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby; as well as all other amounts and obligations described in the Mortgage as being secured thereby, other than the Discharged Bank Class II A Note and the Discharged Bank Class II Notes referenced herein; and

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

WHEREAS, to the extent that any of the property described or referred to herein or in the 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 Supplemental Mortgage and the Mortgage collectively be regarded as a "security agreement" under the Uniform Commercial Code and that this Supplemental Mortgage be regarded as a "financing statement" under the Uniform Commercial Code for said security agreement.

NOW, THEREFORE, in consideration of the premises and the sum of \$5 in hand paid by the Mortgagees to the Mortgagor, the receipt whereof by the Mortgagor prior to the execution and delivery of this Supplemental Mortgage is hereby acknowledged, this Supplemental Mortgage witnesseth as follows:

1. The Mortgagor has executed and delivered this Supplemental 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, grant a security interest and set over, unto the Mortgagees and their respective assigns, all and singular the real and personal property described in the Mortgage as being mortgaged thereby and all and singular the real and personal property of the Mortgagor falling within the classes of property embraced in the description of the "Mortgaged Property" set forth in the Mortgage, including, without limitation, all and singular the real and personal property of said description heretofore or hereafter acquired by or constructed by or on behalf of the Mortgagor, and wheresoever situate, including, without limitation, the "Existing Electric Facilities" identified and the real estate specifically described (by reference to deeds or otherwise) in the Mortgage and mortgaged thereby (except such portions, if any, thereof as have been released prior to the execution and delivery of this Supplemental Mortgage),

AND ALSO including, without limitation:

I

All right, title and interest of the Mortgagor in and to all extensions and improvements of the "Existing Electric Facilities", as provided above, 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, furniture, 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 whether or not in the Mortgagor's actual possession or held by others in storage as bailee or custodian for the Mortgagor;**

**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, or corporation or governmental body or agency providing for the purchase, sale or exchange of electric power or energy by the Mortgagor together with any and all other accounts, instruments, chattel paper, documents, records pertaining to the Mortgaged Property, contract rights and general intangibles heretofore or hereafter acquired by the Mortgagor;**

**V**

**Also deposit accounts, lawsuits and all awards and recoveries therefrom, cash on hand, insurance proceeds, insurance refunds and also, all right, title and interest of the Mortgagor in and to all other property, real or personal, movable or immovable, corporeal or incorporeal, 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 to the fullest extent permitted by law as if the same were now owned by the Mortgagor and were specifically described herein;**

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

**VI**

**The Mortgaged Property specifically shall include, without any limitation to the foregoing whatsoever, the property, rights, contracts, servitudes, rights of use and interests described in Exhibit B to this Supplemental Mortgage.**

**TO HAVE AND TO HOLD the same forever for the uses and purposes and upon the terms,**

conditions, provisos and agreements expressed and declared in the Mortgage, as amended and supplemented hereby, including, without limitation, to secure equally and ratably the payment of the principal of, premium, if any, and interest on the notes, according to their tenor and effect.

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

3. The DRA Notes and the Current Judgment Notes are hereby included within the term "REA Notes" and the term "notes", as defined in the Mortgage, as amended hereby and are entitled to the security of the Mortgage, as amended and supplemented hereby, and of the property by the Mortgage and this Supplemental Mortgage mortgaged and pledged, or intended so to be.

4. The Additional Judgment Note is hereby included within the term "Additional REA Notes", and the term "notes", as defined in the Mortgage, as amended hereby and will be entitled to the security of the Mortgage, as the Mortgage may be amended, supplemented or restated, and of the property thereby mortgaged and pledged or intended to be so mortgaged and pledged.

5. Additional, refunding, renewal and substituted notes executed and delivered pursuant to section 1 of article I of the Mortgage, as amended hereby, are hereby included within the terms "Additional Notes" and "notes", as defined in the Mortgage, as amended hereby and will be entitled to the security of the Mortgage, as the Mortgage may be amended, supplemented, or restated and of the property thereby mortgaged and pledged or intended to be so mortgaged and pledged.

6. The Mortgage is hereby amended by including therein, for purposes of article I, section 1 thereof, the Maximum Debt Limit provision contained in the Instruments Recital of this Supplemental Mortgage.

7. Section 2 of Article II of the Mortgage is amended by deleting "and" immediately before "(viii)" and by adding "and" and the following clause (ix) immediately following clause (viii) in the first sentence thereof:

(ix) any lien or security interest approved by the Government securing indebtedness incurred under any Working Capital Line of Credit or any Capital Addition Loan, as those terms are defined in the Debt Restructure Agreement.

8. Section 4 of Article II of the Mortgage is amended to read in its entirety as follows:

**SECTION 4. Payment of Notes; Prepayments.** The Mortgagor will duly and punctually pay the principal of and interest on the DRA Notes and the Outstanding Bank Class IIA Note at the dates and places and in the manner provided therein according to the true intent and meaning thereof, provided, however, nothing herein shall impair the right of the Government, in the event of a default hereunder or under the Debt Restructure Agreement, to recover Mortgagor's payment obligations as such obligations are stated in either (i) the documents evidencing the REA Related Debt or (ii) the DRA Notes, but not both. The Mortgagor may at any time make prepayments, on account of all or part of the principal of Note A or Note B to the extent and in the manner provided therein and in the Debt Restructure Agreement.

9. Section 5 of Article II of the Mortgage is amended by deleting the last sentence thereof and revising the second sentence thereof to read as follows:

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 unless the corporation surviving such transaction shall have assumed the payment of the notes and all of the obligations of the Mortgagor under the notes and the performance of the Mortgagor's covenants in this Mortgage, the Debt Restructure Agreement and the Loan Agreements, or (2) without the approval in writing of the Government, sell, lease or transfer (or make any agreement therefore) any capital asset unless the fair market value of such asset (or lease) is less than \$50,000 and the aggregate value of the assets so sold, leased or transferred in any 12 month period is less than \$200,000.

10. Section 7 of Article II of the Mortgage is amended by replacing the second sentence with the following:

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.

11. Subsection 8(a)(1) of Article II of the Mortgage is replaced in its entirety with the following:

(1) fidelity bonds covering each officer and employee of the Mortgagor in an amount not less than \$500,000;

12. Subsection 8(b) of Article II of the Mortgage is amended to read as follows:

(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 payment on the DRA Notes in accordance with section 2.06 of the Debt Restructure Agreement. 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 Government, be used for the same or similar purposes as the funds lost were to be used, or to construct or acquire facilities approved by the Government, which will become part of the Mortgaged Property.

13. Subsection 10(d) of Article II of the Mortgage is amended by changing the third word of that subsection to "of", and by changing the word "depository" to the word "depository."

14. Section 12 of Article II of the Mortgage is amended to change the phrase "20th day of each month" to the phrase "30th day of each month," and is further amended by replacing the period at the end of the first sentence thereof with a comma and adding the following at the end of and following such sentence:

as such term is defined in the Debt Restructure Agreement (and hereinafter 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.)

15. Subsection 13(b) of the Article II of the Mortgage is amended to read as follows:

(b) The Mortgagor will at any time or times upon written demand of the Government or the Bank 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 and other road vehicles then owned by 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 the Bank, such vehicles shall be deemed to be part of the Mortgaged Property for all purposes hereof.

16. Section 15 of Article II of the Mortgage is amended to read in its entirety as follows:

SECTION 15. The Mortgagor shall set its rates for electric energy and other services furnished by it at a level not less than that necessary to pay and discharge 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 all payments when due as required under Note A as set forth on the Note A Debt Service Schedule as such amounts may be revised pursuant to the Debt Restructure Agreement, and to make each Note B Defined Payment and each Note B Additional Payment when due in accordance with terms of Note B and the Debt Restructure Agreement, as those terms are defined by the Debt Restructure Agreement, and to make all payments required under Section 2.06 of the Debt Restructure Agreement. Nothing herein shall impair Mortgagor's obligation to pay the amounts owing on Note B when due.

17. Section 16 of Article II of the Mortgage is amended by replacing the first paragraph thereof with the following:

SECTION 16. Limitation on Dividends, Patronage Refunds and Other Cash Distributions. The Mortgagor will not, in any one year, without the approval in writing of the Government, 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, except for distributions funded by Cajun's Retained Share, as that term is defined in the Debt Restructure Agreement.

18. Section 17 of Article II of the Mortgage is amended to read in its entirety as follows:

**SECTION 17. Application of Proceeds from Condemnation.** 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 the Government shall consent to other use and application thereof by the Mortgagor, shall forthwith be applied by the Mortgagor as a payment of the DRA Notes in accordance with Section 2.06 of the Debt Restructure Agreement.

19. Section 19 of Article II of the Mortgage is amended to read in its entirety as follows:

**SECTION 19. Compliance with Other Agreements.** The Mortgagor will well and truly observe and perform all of the covenants, agreements, terms and conditions contained in the Debt Restructure Agreement and the Loan Agreements, as from time to time amended, on its part to be observed or performed. For the purpose of this Mortgage in the event of any direct conflict between the terms of (i) the Debt Restructure Agreement and (ii) the Mortgage or the Loan Agreements, the Debt Restructure Agreement will control; and in the event of any inconsistency between (i) the Mortgage and (ii) the Loan Agreements, the Mortgage will control. 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 default under any such Loan Agreement.

20. Section 20 of Article II of the Mortgage is amended to read in its entirety as follows:

**SECTION 20. Notice of Change in Place of Business.** The Mortgagor will not, without the prior written consent of the Government, change the location of its chief place of business or the office where its records and books are kept without giving the Mortgagees ninety (90) days prior written notice and shall not, without the prior written consent of the Government, move its principal office or the location where it keeps its books and records to any place outside the State of Louisiana.

21. Section 22 of Article II of the Mortgage is amended to read in its entirety as follows:

**SECTION 22. Limitations on Loans, Investments and Other Obligations.** Notwithstanding the terms of 7 CFR 1715 Subpart B, the Mortgagor will not, without the written approval of the Government, hereafter (a) make any loan or advance to or guarantee, assume or otherwise become obligated or liable with respect to the obligations of, any person, firm or corporation or (b) make any investment in, or purchase or make any commitment to purchase any stock, bonds, notes or other securities except (i) securities or deposits issued, guaranteed or fully insured as to payment by the United States Government or any agency thereof and (ii) Bank equities or securities the mortgagor is or may be obligated to purchase in accordance with the present terms of the Existing Bank Loan Agreements.

22. Subsection 1(a) of Article III of the Mortgage is amended by replacing the phrase "of any note or notes" with the phrase "Note A, Note B or the Outstanding Bank Class IIA Note."

23. Subsection 1(b) of Article III of the Mortgage is amended to read in its entirety as follows:

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

24. Subsection 1(d) of Article III of the Mortgage is amended by replacing the word "notes" with the phrase "Note A, Note B or the Outstanding Bank Class IIA Note."

25. Subsection 1(f) of Article III of the Mortgage is amended to read in its entirety as follows:

Mortgagor shall (i)(A) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian or similar fiduciary of itself or of all or a substantial part of its property, or (B) make a general assignment for the benefit of creditors, a composition or arrangement with creditors, or a readjustment of all or any substantial part of its debts, or (C) commence a voluntary case under the Bankruptcy Code seeking reorganization or an order for relief, or (D) seek to dissolve, liquidate, or take advantage of any other bankruptcy or insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding; or (ii) a proceeding shall be instituted in any court of competent jurisdiction against Mortgagor, under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking with respect to Mortgagor an order for relief in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of all or any substantial part of its debts, the appointment of a trustee, receiver, liquidator, keeper or custodian or similar fiduciary of Mortgagor or of all or any substantial part of its property, or other like relief with respect thereto under any bankruptcy or insolvency law if such proceeding is not being contested by Mortgagor in good faith, and, if such proceeding is being contested by Mortgagor in good faith, the same shall (A) result in the entry of an order for relief or any such adjudication or appointment or (B) continue undismissed or pending and unstayed for any period of ninety (90) consecutive days;

26. Subsection 1(g) of Article III of the Mortgage is deleted in its entirety.

27. Subsection 1(h) of Article III of the Mortgage is amended by renumbering it as Subsection 1(g).

28. Subsection 1(i) of Article III of the Mortgage is amended by renumbering it as Subsection 1(h) and is further amended to read in its entirety as follows:

(h) A final judgment having a material adverse effect on Mortgagor or its business or a final judgment for the payment of money (not fully and unconditionally covered by insurance) shall be rendered by a court of competent jurisdiction against Mortgagor which becomes executory or which is not dismissed, stayed or suspensively appealed or satisfied within thirty (30) days of the entry thereof; or

29. Subsection 1(j) of Article III of the Mortgage is amended by renumbering it as Subsection 1(i) and is further amended to read in its entirety as follows:

(i) a violation of the terms of any subordination agreement shall have occurred (for the purposes of this section, "subordination agreement" shall mean an agreement in form and substance satisfactory to the Government whereby unsecured indebtedness of the Mortgagor shall be subordinated to the prior payment of the notes);

30. Section 1 of Article III of the Mortgage is amended by adding the following subsections (j) and (k) immediately following subsection (i) (as renumbered hereby) in the first sentence thereof:

(j) any Event of Default (as therein defined) under the Debt Restructure Agreement;

(k) any event of default under any security instrument securing any Working Capital Line of Credit or any Capital Addition Loan, as such terms are defined in the Debt Restructure Agreement;

31. Subsection 1(aa) of Article III of the Mortgage is amended by adding the following language at the end of the current subsection (aa):

provided, however, the Government may recover Mortgagor's payment obligations as such obligations are stated in either (i) the documents evidencing the REA Related Debt, or (ii) the DRA Notes, but not both;

32. Section 2 of Article IV of the Mortgage is amended by replacing the phrase "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" with the phrase "either (i) Note A and Note B (which results in the REA Related Debt being deemed paid as provided in the Debt Restructure Agreement) and the Outstanding Bank Class IIA Note and shall also pay or cause to be paid all other sums payable under the Debt Restructure Agreement and hereunder by the Mortgagor, or (ii) the REA Related Debt and the Outstanding Bank Class IIA Note and shall also pay or cause to be paid all other sums payable under the Loan Agreements and hereunder by the Mortgagor."

33. Section 4 of Article V of the Mortgage is amended to read in its entirety as follows:

**SECTION 4. Notices.** (a) All demands, notices, reports and other communications required or permitted to be given hereunder shall be in writing and be sent by registered or certified mail, postage prepaid, return receipt requested or by telecopy, or delivered by hand:

If to Mortgagor, at:

Cajun Electric Power Corporative, Inc.  
10719 Airline Highway  
Baton Rouge, LA 70816  
Telecopy No.: (504) 296-1746  
Attention: Executive Vice President and  
General Manager

If to the Government, at:

RURAL ELECTRIFICATION ADMINISTRATION  
United States Department of Agriculture  
14th & Independence, S.W.  
Washington, D.C. 20250-1500  
Telecopy No.: (202) 382-1725  
Attention: Administrator

If to Bank, at:

National Bank for Cooperatives  
5500 South Quebec  
Englewood, CO 80111  
Telecopy No.: (303) 740-4002  
Attention: James E. Allison

or (i) to such other address or addressee as may be designated in writing by Mortgagor, Government or Bank and (ii) 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.

(b) All notices given hereunder shall be effective (i) if given by mail, on the third day after such communication is deposited in the mail, addressed as above provided, (ii) if given by telecopy, when such communication is transmitted to the appropriate number determined as above provided herein and the appropriate answer-back is received or receipt is otherwise acknowledged, or (iii) if personally delivered, when delivered to the addressee at the address determined as provided in this Section 4.

34. To the extent that any of the property described or referred to herein and in the Mortgage is governed by the provisions of the Uniform Commercial Code, the Mortgage and this Supplemental Mortgage, collectively, are hereby deemed a "security agreement" under the Uniform Commercial Code, and this Supplemental Mortgage is also hereby declared to be a "financing statement," under the Uniform Commercial Code for said security agreement. The mailing address of the Mortgagor as debtor, and of the Mortgagees as secured parties, are as set forth in section 33 of this Supplemental Mortgage. The Taxpayer Identification Number of the Mortgagor is 72-0655799 .

35. All of the terms, provisions and covenants of the Mortgage, except as expressly modified hereby, shall be and remain in full force and effect.

36. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Supplemental Mortgage shall not affect the validity of the remaining portions hereof.

37. Waiver of Production of Certificates. The production of any Mortgage or conveyance certificate is hereby waived and the Notary is hereby relieved and released from all responsibility and liability in the premises for such non-production.

THUS DONE AND PASSED, on the date first above written, in the presence of the undersigned witnesses who have signed this Supplement to Supplemental Mortgage and Security Agreement with the Mortgagor, the Government, the Bank and me, Notary, after due reading of the whole.

CAJUN ELECTRIC POWER COOPERATIVE, INC.

By: *Toxie Gerald*  
Toxie Gerald  
President

By: *Jerry D. Williams*  
Jerry D. Williams  
Secretary

UNITED STATES OF AMERICA

By: *Gary Byrne*  
Gary Byrne  
Administrator

NATIONAL BANK FOR COOPERATIVES

By: *James E. Allison*  
James E. Allison  
Senior Vice President

WITNESSES:

*[Signature]*  
*[Signature]*

*Margaret E. Barnes*  
Notary Public

*Commission Expires 9-14-95*

CERTIFICATE

I, Jerry D. Williams, do hereby certify that: I am the secretary of Cajun Electric Power Cooperative, Inc., (hereinafter called the "Cooperative"); the following is a true and correct copy of a resolution duly adopted by the Board of Directors of the Cooperative at a special meeting held November 12, 1990, and entered in the minute book of the Cooperative; and the meeting was duly and regularly called and held in accordance with the by laws of the Cooperative.

WHEREAS, the Cooperative has entered into a Debt Restructure Agreement dated May 31, 1990 with the United States of America, acting through the Rural Electrification Administration; and

WHEREAS, the Debt Restructure Agreement contemplates and requires a closing in order to fully implement the provisions of the Debt Restructure Agreement;

NOW THEREFORE BE IT RESOLVED, that the President and/or the Executive Vice President and General Manager is authorized on behalf of the Cooperative to execute and deliver under its corporate seal, which the secretary is directed to affix and attest, the following documents, substantially in the form of the documents submitted and discussed, copies of which are attached to and made a part of the minutes, in as many counterparts as shall be deemed advisable;

- (a) First Amendment to the Debt Restructure Agreement;
- (b) Supplement to Supplemental Mortgage and Security Agreement;
- (c) Note A payable to the United States of America in the principal amount of \$2,147,994,670.00;
- (d) Note B payable to the United States of America in the principal amount of \$1,037,007,550.00;
- (e) Demand Note payable to the order of the United States of America in the principal amount of \$32,198,545.50;
- (f) Demand Note payable to the order of the United States of America in the principal amount of \$28,351,487.39;

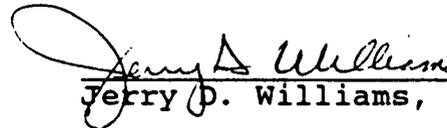
- (g) Amendment to Superceding Power Contract dated as of June 11, 1990, by and among the Cooperative, Beauregard Electric Cooperative, Inc., and the United States of America.
- (h) Amendment to Superceding Power Contract dated as of July 13, 1990, by and among the Cooperative, Bossier Rural Electric Membership Corporation, and the United States of America.
- (i) Amendment to Superceding Power Contract by and among the Cooperative, Concordia Electric Cooperative, Inc. and the United States of America.
- (j) Amendment to Superceding Power Contract dated as of June 29, 1990, by and among the Cooperative, Dixie Electric Membership Corporation and the United States of America.
- (k) Amendment to Superceding Power Contract dated as of June 21, 1990, by and among the Cooperative, Jefferson Davis Electric Cooperative, Inc. and the United States of America.
- (l) Amendment to Superceding Power Contract by and among the Cooperative, Northeast Louisiana Power Cooperative, Inc. and the United States of America.
- (m) Amendment to Superceding Power Contract dated as of June 29, 1990, by and among the Cooperative, Pointe Coupee Electric Membership Corporation and the United States of America.
- (n) Amendment to Superceding Power Contract by and among the Cooperative, Southwest Louisiana Electric Membership Corporation and the United States of America.
- (o) Amendment to Superceding Power Contract dated as of June 4, 1990, by and among the Cooperative, South Louisiana Electric Cooperative Association and the United States of America.
- (p) Amendment to Superceding Power Contract dated as of June 13, 1990, by and among the Cooperative, Teche Electric Cooperative, Inc. and the United States of America; and

BE IT FURTHER RESOLVED, that the officers of the Cooperative be and each of them is hereby authorized in the name and on behalf of the Cooperative to execute and deliver under its corporate seal, which the secretary is directed to affix and attest, the following documents in such form as the officer or officers executing the same shall deem appropriate, subject to approval by the Executive Vice-President and General Manager and General Counsel.

- (a) Supplement to First Preferred Fleet Mortgage;
- (b) Mortgage pursuant to 49 U.S.C. Section 11303;
- (c) Notice of Assignment of Accounts Receivable;
- (d) Notice of Assignment of Bank Accounts;
- (e) UCC Financing Statements;

BE IT FURTHER RESOLVED, that the officers of the Cooperative be and each of them is hereby authorized in the name and on behalf of the Cooperative to execute and deliver all such further instruments, make all such payments and do all such other acts as in the opinion of the officer or officers acting may be necessary or appropriate in order to carry out the purposes and intent of the foregoing resolution, subject to approval of the Executive Vice-President and General Manager and General Counsel.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Cooperative this 20 day of November, 1990.

  
\_\_\_\_\_  
Jerry D. Williams, Secretary

(Corporate Seal)

**RESOLUTION OF  
SIGNATORY AUTHORITY**

**WHEREAS**, Article V of the Bylaws of the National Bank for Cooperatives provides that all checks, drafts, and other orders for the payment of money, all notes and other evidences of indebtedness; all certificates of stock; all deeds, conveyances, endorsements, assignments, and other instruments of transfer; and all contracts, agreements, and other instruments and writings, shall be signed, executed, and delivered by such officers, agents, or employees of the bank, and in such a manner as may from time to time be authorized by the board;

**NOW, THEREFORE, BE IT RESOLVED**, that effective September 11, 1990, all signatory authority heretofore granted to officers of the bank is rescinded, and the following signatory authority is given under the aforesaid Article V of the Bylaws:

1. Checks, drafts, and other orders for the payment of money in an amount less than \$25,000 shall be signed by any one of the following:
  - (A) Chief Executive Officer
  - (B) President
  - (C) Senior Vice President and Treasurer
  - (D) Controller
  - (E) or by any employee of the bank named and designated in writing by the bank's Senior Vice President and Treasurer/Manager of Finance and Accounting Division, and approved by the Chief Executive Officer or his designee and who carries the title of Vice President, Assistant Vice President, Accounting Supervisor, Accounting Manager, Senior Accountant, Accountant, Money Management Specialist, Staff Accountant, or Cash Management Operations Assistant.

Any checks, drafts, and other orders for the payment of money in excess of \$25,000 must be signed by two of the above authorized individuals.

2. Collateral securities shall be assigned or endorsed and delivered by any one of the individuals named in number 1.
3. Promissory notes and other evidences of indebtedness shall be signed by two officers of the bank composed of (1) the Treasurer or any Assistant Treasurer, and also (2) by either the Chief Executive Officer, the President, the Chief Operating Officer, any Executive Vice President, any Senior Vice President, any Vice President, the Secretary, or Assistant Secretary.

4. Letters of Credit issued by the bank must be signed by any two of the following officers:
  - (A) Chief Executive Officer
  - (B) President
  - (C) Executive Vice President
  - (D) Senior Vice President
  - (E) Vice President
  - (F) Assistant Vice President
  - (G) Any employee designated in writing by the Executive Vice President--Loan Policy and Operations Group
  
5. All deeds, conveyances, endorsements, or assignments (other than for collateral security), and other instruments and contracts except checks, drafts, orders for the payment of money, and promissory notes shall be signed by the Chief Executive Officer, the President, the Chief Operating Officer, any Executive Vice President, any Vice President, any Assistant Vice President, the Treasurer, the Secretary, any Assistant Secretary, or by any employee so designated in writing by the Executive Vice President of Loan Policy and Operations Group. In addition, any contract for the purchase of goods and services may be executed by an employee properly designated as Purchasing Agent.

**FURTHER RESOLVED**, that the officers and employees named in number 1 are severally authorized to order the withdrawal or transfer of funds of this bank on deposit in any commercial bank by means of telegrams, or similar means of communication, such as teletype, telex, etc., prepared with key code words or figures, in such form and with such security arrangements, as may be agreed to between said commercial banks and the bank.

**FURTHER RESOLVED**, any signatures required pursuant to paragraphs 1 and 5 above may be executed through the use of facsimile signatures under the control of the person authorized to sign.

I, Kenneth T. Sullivan, corporate secretary of the National Bank for Cooperatives, do hereby certify that the above is a true and accurate representation of the action taken by the National Bank for Cooperatives Board of Directors at their meeting on September 11, 1990.

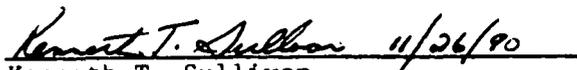
  
Kenneth T. Sullivan  
Corporate Secretary

EXHIBIT A

Outstanding REA Notes:

A. Notes evidencing loans made by the Government.

<u>Maker</u>	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dates of Issuance (month/day/year)</u>	<u>Dates of Final Maturity (month/day/year)</u>	<u>REA Designation</u>
1. Louisiana <u>1/</u> Electric Cooperative, Inc.	USA	\$ 1,000,000.00	11/01/68	11/01/2003	REA 3010
2. Louisiana Electric Cooperative, Inc.	USA	\$ 1,000,000.00	10/02/69	10/02/2004	REA 3020
3. Louisiana Electric Cooperative, Inc.	USA	\$ 1,000,000.00	02/04/70	02/04/2005	REA 3030
4. Louisiana Electric Cooperative, Inc.	USA	\$ 1,000,000.00	06/10/70	06/10/2005	REA 3040
5. Louisiana Electric Cooperative, Inc.	USA	\$ 3,000,000.00	07/11/70	07/11/2005	REA 3050
6. Louisiana Electric Cooperative, Inc.	USA	\$ 3,000,000.00	09/25/70	09/25/2005	REA 3060

1/ Louisiana Electric Cooperative, Inc., maker of Notes A 1-16, is now Cajun Electric Power Cooperative, Inc.

## EXHIBIT A

<u>Maker</u>	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dates of Issuance (month/day/year)</u>	<u>Dates of Final Maturity (month/day/year)</u>	<u>REA Designation</u>
7. Louisiana Electric Cooperative, Inc.	USA	\$ 5,000,000.00	11/30/70	11/30/2005	REA 3070
8. Louisiana Electric Cooperative, Inc.	USA	\$ 3,000,000.00	03/01/71	03/01/2006	REA 3080
9. Louisiana Electric Cooperative, Inc.	USA	\$ 5,000,000.00	04/01/71	04/01/2006	REA 3090
10. Louisiana Electric Cooperative, Inc.	USA	\$ 3,000,000.00	07/01/71	07/01/2006	REA 3100
11. Louisiana Electric Cooperative, Inc.	USA	\$ 3,000,000.00	09/23/71	09/23/2006	REA 3110
12. Louisiana Electric Cooperative, Inc.	USA	\$ 2,000,000.00	03/17/72	03/17/2007	REA 3120
13. Louisiana Electric Cooperative, Inc.	USA	\$ 2,500,000.00	07/21/72	07/21/2007	REA 3130
14. Louisiana Electric Cooperative, Inc.	USA	\$ 1,000,000.00	09/25/74	09/25/2009	REA 3140
15. Louisiana Electric Cooperative, Inc.	USA	\$ 1,000,000.00	03/05/76	03/05/2011	REA 3150

## EXHIBIT A

	<u>Maker</u>	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dates of Issuance (month/day/year)</u>	<u>Dates of Final Maturity (month/day/year)</u>	<u>REA Designation</u>
16.	Louisiana Electric Cooperative, Inc.	USA	\$11,417,100.00	03/04/77	03/04/2012	REA 3160
17.	Cajun Electric Power Cooperative, Inc.	USA	\$ 100,000.00	12/18/80	12/18/2015	REA 131-70
18.	Cajun Electric Power Cooperative, Inc.	USA	\$ 1,008,109.62	01/01/80	03/14/2003	REA 4210
19.	Cajun Electric Power Cooperative, Inc.	USA	\$ 1,065,200.00	01/01/80	03/15/2013	REA 14220
20.	Cajun Electric Power Cooperative, Inc.	USA	\$ 1,292,621.59	01/01/80	12/05/2013	REA 14200
21.	Cajun Electric Power Cooperative, Inc.	USA	\$ 280,146.00	01/01/80	12/15/2009	REA 14180
22.	Cajun Electric Power Cooperative, Inc.	USA	\$ 448,473.01	01/01/80	10/15/2011	REA 14190

EXHIBIT A

B. Assumption Notes made by Mortgagor evidencing the repayment of loans made by the Government.

	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dated as of (month/day/year)</u>	<u>Final Maturity Date</u>	<u>REA Designation</u>
1.	USA	\$ 529,000.00	01/01/80	09/20/2012	1
2.	USA	\$ 896,221.00	01/01/80	10/01/2014	2
3.	USA	\$1,497,082.00	01/01/80	10/18/2013	3
4.	USA	\$ 407,746.72	01/01/80	10/09/2010	4
5.	USA	\$ 947,435.00	01/01/80	11/15/2008	5

C. Notes evidencing loans made by the Jackson Bank for Cooperatives (formerly the New Orleans Bank for Cooperatives) now, the National Bank for Cooperatives, (the "Bank"), the repayment of which is guaranteed by the Government. <sup>2</sup>

	<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dates of Issuance (month/day/year)</u>	<u>Dates of Final Maturity (month/day/year)</u>	<u>REA Designation</u>	<u>Bank Designation</u>
1.	Bank	\$229,000,000	03/04/77	01/01/2011	NOBC 4681	T-4681
2.	Bank	\$140,000,000	04/07/80	01/01/2015	NOBC 5194	T-5194
3.	Bank	\$ 65,000,000	03/07/84	12/31/1999	NOBC 5886	T-5886
4.	Bank	\$150,000,000	03/07/84	12/31/2016	NOBC 5897	T-5897

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<sup>2</sup> The Government, not the Bank, for Notes C 1-4 or the FFB for Notes D 1-8, is the secured party hereunder and has the rights of the noteholder for purposes of this Mortgage.

EXHIBIT A

D. Notes evidencing loans made by the Federal Financing Bank ("FFB"), the repayment of which is guaranteed by the Government. <sup>3</sup>

<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Adjusted Face Amount</u>	<u>Dates of Issuance (month/day/year)</u>	<u>Dates of Final Maturity (month/day/year)</u>	<u>Project Identification Numbers</u>
1. FFB	\$400,000,000	\$191,820,164.54	02/25/88	12/31/2017	LA 30-B8
2. FFB	\$312,000,000	\$ 95,403,172.56	02/25/88	12/31/2017	LA 30-C8
3. FFB	\$ 23,158,000	\$ 6,000,000.00	02/25/88	12/31/2021	LA 30-D8
4. FFB	\$588,223,000	\$125,989,000.00	02/25/88	12/31/2017	LA 30-E8
5. FFB	\$300,000,000	\$215,954,391.00	02/25/88	12/31/2017	LA 30-G8
6. FFB	\$930,000,000	\$135,651,000.00	02/25/88	12/31/2019	LA 30-H8
7. FFB	\$495,000,000	\$414,843,434.34	02/25/88	12/31/2016	LA 30-K8
8. FFB	\$200,000,000	None	02/24/86	12/31/2020	LA 30-L8

E. Notes payable to the Trustee, as Trustee of Cooperative Utility Trusts (Cajun Series) 1988 - A1 through 1988-A12, inclusive, the repayment of which is guaranteed by the Government. <sup>4</sup>

<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dated (month/day/year)</u>	<u>Date of Final Maturity (month/day/year)</u>
1. Trustee <sup>5</sup>	\$ 21,896,000.00	02/25/88	03/04/1993
2. Trustee	\$ 37,750,000.00	02/25/88	03/04/1998
3. Trustee	\$440,354,000.00	02/25/88	03/04/2019

<sup>3</sup> The Government, not the Bank, for Notes C 1-4 or the FFB for Notes D 1-8, is the secured party hereunder and has the rights of the noteholder for purposes of this Mortgage.

<sup>4</sup> The Government, not the Trustee, for Notes E 1-12, is the secured party hereunder and has the rights of the noteholder for purposes of this Mortgage.

<sup>5</sup> First Interstate Bank of Arizona, N.A. as Trustee of Cooperative Utility Trust for Notes E 1-12.

EXHIBIT A

<u>Named Payee</u>	<u>Stated Principal Amount</u>	<u>Dated (month/day/year)</u>	<u>Date of Final Maturity (month/day/year)</u>
4. Trustee	\$ 8,759,000.00	02/25/88	03/04/1993
5. Trustee	\$ 15,101,000.00	02/25/88	03/04/1998
6. Trustee	\$176,140,000.00	02/25/88	03/04/2019
7. Trustee	\$ 8,759,000.00	02/25/88	03/04/1993
8. Trustee	\$ 15,101,000.00	02/25/88	03/04/1998
9. Trustee	\$176,140,000.00	02/25/88	03/04/2019
10. Trustee	\$ 6,158,000.00	02/25/88	03/04/1993
11. Trustee	\$ 10,619,000.00	02/25/88	03/04/1998
12. Trustee	\$123,857,000.00	02/25/88	03/04/2019
F.	One Demand Note, dated February 25, 1988, payable to the Government in the principal amount of \$43,176,230.30.		

**EXHIBIT B**

Supplement To Supplemental Mortgage  
and Security Agreement  
by Cajun Electric Power Cooperative, Inc.

1

**RIVER BEND NUCLEAR FACILITY**

**(West Feliciana Parish)**

An undivided thirty (30%) percent interest in and to the following described Parcels A, B, and C, together with all plants, works, structures, erections, buildings, fixtures and other improvements now or hereafter located thereon, and all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, said Parcels being described as follows:

**PARCEL A**

A certain tract or parcel of land containing 288.48 acres of land and being a part of Sections 57, 58 and 63, Township 3 South, Range 2 West, Parish of West Feliciana, Louisiana, said 288.48 acre tract of land being a circle with a 2000 foot radius is described as follows:  
Beginning at a concrete monument with a brass disc stamped Gulf States Utilities 19, located at the southeast corner of that certain 54.15 acre tract of land purchased by Gulf States Utilities Company from Eula Powell Breidenbach of which deed is dated January 21, 1974 and is recorded in Conveyance Book 64, Folio 380, of the Deed Records of West Feliciana Parish, Louisiana, said monument has Gulf States Utilities Company's local grid coordinates value of N 18,529.66, E 19,281.92;  
THENCE S 9 degrees 27' 23.136" W (Grid bearing S 45 degrees 42' 53.136" W) 2111.99 feet to the center of the above mentioned 288.48 acre tract of land, said center having Gulf States Utilities Company's coordinates of N 17,055.00, E 17,770.00.

**PARCEL B**

A certain tract or parcel of land located in Sections 45 and 66, Township 4 South, Range 2 West, West Feliciana Parish, Louisiana:

Commencing at a point common to the intersection of Sections 66 and 67, Township 4 South, Range 2 West, with the left bank of the Mississippi River, said point being described in that

certain act of transfer from C. W. Phillips and Tom Phillips to Gulf States Utilities Company, dated August 4, 1970, recorded Original No. 10053 records of West Feliciana Parish, Louisiana, said point has Gulf States Utilities Company local grid coordinates value of N 12,233.10, E 6,182.53;

THENCE Grid Bearing N 8 degrees 51' 48" E, up the said left bank of the Mississippi River, 1,365.43 feet to a point of which Gulf States Utilities Company's coordinates are N 13,582.30, E 6,392.91;

THENCE Grid Bearing S 64 degrees 48' 20" E, 445 feet to a point of which Gulf States Utilities Company's coordinates are N 13,392.86, E 6,795.58;

THENCE Grid Bearing S 32 degrees 18' 20" E, 912.04 feet to a point of which Gulf States Utilities Company's coordinates are N 12,622.00, E 7,283.00;

THENCE Grid Bearing S 65 degrees 14' 31" E, 188.78 feet to a point of which Gulf States Utilities Company's coordinates are N 12,542.94, E 7,454.43;

THENCE Grid Bearing S 24 degrees 59' 35" W, at 140 feet the centerline of Gulf States Utilities Company River Access Road and beginning point for Parcel "C" continuing Grid Bearing S 24 degrees 59' 35" W a total distance of 280 feet to a point of which Gulf States Utilities Company's coordinates are N 12,289.16, E 7,336.13;

THENCE Grid Bearing N 65 degrees 20' 10" W, 208.13 feet to a point of which Gulf States Utilities Company's coordinates are N 12,376.00, E 7,147.00;

THENCE Grid Bearing N 88 degrees 39' 27" W, 384.11 feet to a point of which Gulf States Utilities Company's coordinates are N 12,385.00, E 6,763.00;

THENCE Grid Bearing S 75 degrees 20' 33" W, 600 feet to a point of beginning and containing 21.65 acres of land.

#### PARCEL C

A certain tract or parcel of land located in Sections 45 and 66, Township 4 South, Range 2 West and Sections 58, 62 and 63, Township 3 South, Range 2 West, West Feliciana Parish, Louisiana, and being 150 feet on each side of the following described centerline:

Beginning at a point in the centerline of the Gulf States Utilities Company River Access Road, at Gulf States Utilities Company's coordinates of N 12,416.05, E 7,395.28, said point also being mentioned in Parcel "B" of this instrument;

THENCE with the centerline of said Gulf States Utilities Company Road and with the following grid courses;

THENCE S 65 degrees 00' 25" E, 115.53 feet to a point of a curve, said point has Gulf States Utilities Company's coordinates of N 12,367.24, E 7,499.99;

THENCE with a 1 degree curve to the left 299.30 feet to the point of tangent, said point has Gulf States Utilities Company's coordinates of N 12,247.93, E 7,774.44;

THENCE S 68 degrees 00' 00" E, 2,167.79 feet to a point of curve, said point has Gulf States Utilities Company's coordinates of N 11,435.86, E 9,784.38;

THENCE with a 5.75 degree curve to the left 852.17 feet to the point of tangent, said point has Gulf States Utilities Company's coordinates of N 11,471.91, E 10,610.03;

THENCE N 63 degrees 00' 00" E, 2,120.73 feet to a point of curve, said point has Gulf States Utilities Company's coordinates of N 12,434.70, E 12,499.62;

THENCE with a 5.75 curve to the left 573.91 feet to a point of tangent, said point has Gulf States Utilities Company's coordinates of N 12,824.31, E 12,910.19;

THENCE N 30 degrees 00' 00" E, 2,606.19 feet to a point of curve, said point has Gulf States Utilities Company's coordinates of N 15,081.34, E 14,213.28;

THENCE with a 5.75 degree curve to the right 591.30 feet to a point of tangent, said point has Gulf States Utilities Company's coordinates of N 15,478.72, E 14,639.43;

THENCE N 64 degrees 00' 00" E, 1,279.51 feet to a point of curve, said point has Gulf States Utilities Company's coordinates of N 16,039.62, E 15,789.44;

THENCE with a 5.5 degree curve to the right 228.25 feet to a point of termination on a 2000 foot arc line of which the center is at Gulf States Utilities Company's coordinates of N 17,055.00, E 17,770.00 and being the center of that certain 288.48 acre tract mentioned in Parcel "A" of this instrument, said point has Gulf States Utilities Company's coordinates of N 16,116.50, E 16,003.87 and containing 74.62 acres of land.

## BIG CAJUN I.

## (Pointe Coupee Parish)

(1) A certain tract or parcel of land situated in Pointe Coupee Parish, State of Louisiana, described in a certain deed, dated December 26, 1968, executed and delivered by Richard S. Glynn, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of the Parish of Pointe Coupee in the State of Louisiana, on December 27, 1968, in CB 81 No. 69, as amended by a certain correction deed, dated May 28, 1969, executed and delivered by Richard S. Glynn, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of the Parish of Pointe Coupee in the State of Louisiana, on May 29, 1969, in CB 84 No. 66, which property is more particularly described as follows:

A certain tract of land located in the Parish of Pointe Coupee, State of Louisiana, Sections 16 and 17, T4S-R11E and Section 91, T5S-R11E, on the West bank of the Mississippi River, being a portion of a tract known as "NINA PLANTATION", and more particularly described as Tract "A" and Tract "B" as follows:

Tract "A" - Beginning at a point on the West right-of-way line of La. State Hwy. 414 and 415, which point lies North 40°02'35" East 232.60 feet; South 30°40'55" East, 415.38 feet; South 12°09'55" East, 3054.34 feet; South 75°59'05" West, 31.02 feet from P. B. M. 162/d at Anchor, La., said point being the Northeast corner of Tract "A"; thence South 75°59'05" West, 1,300.27 feet; thence South 76°45'05" West, 276.83 feet; thence South 65°35'05" West, 318.25 feet to the Northwest corner of said Tract "A"; thence South 30°37'55" East, 451.28 feet; thence South 58°02'55" East, 136.43 feet; thence South 28°19'55" East, 244.00 feet; thence South 45°37'55" East, 111.00 feet; thence South 21°06'25" East, 93.00 feet; thence South 0°09'25" East, 234.00 feet; thence South 25°30'25" East, 184.00 feet; thence South 52°50'55" East, 446.00 feet; thence South 65°42'55" East, 188.00 feet; thence South 38°59'55" East, 238.00 feet; thence North 71°14'35" East, 237.00 feet; thence South 84°50'25" East, 211.00 feet; thence South 6°59'35" West, 177.00 feet; thence South 45°41'55" East, 93.00 feet; thence North 72°06'05" East, 89.00 feet; thence North 29°02'05" East, 96.00 feet; thence North 18°02'05" East, 105.00 feet; thence North 69°34'05" East, 74.00 feet; thence South 59°25'25" East, 133.00 feet; thence South 65°24'55" East, 192.70 feet to a point on the West right-of-way line of La. State Hwy. 414 and 415, said point being the Southeast corner of said Tract "A"; thence North 12°09'55" West along the West right-of-way line of La. State Hwy. 414 and 415, 2,431.12 feet to the point of beginning, said Tract "A" containing 75.507 acres.

Tract "B" - Beginning at a point on the East right-of-way line of La. State Hwy. 414 and 415, which point lies South 12°09'55" East, 449.58 feet and North 68°45'05" East, 54.69 feet from the Northeast corner of Tract "A", said point being the Northwest corner of Tract "B", thence North 68°45'05" East, 1,671.23 feet to the average low water plane of the Mississippi River and Northeast corner of Tract "B", thence South 10°24'16" East, 1,126.05 feet parallel to the Mississippi River, to the Southeast corner of Tract "B", thence South 68°45'05" West, 1,636.20 feet to a point on the East right-of-way line of La. State Hwy. 414 and 415, said point being the Southwest corner of Tract "B", thence North 12°09'55" West along the East right-of-way of La. State Hwy. 414 and 415, 1,120.00 feet to the point of beginning, said Tract "B" containing 41.988 acres, said Tract "B" being subject to levee right-of-way and such rights as are owned by Atchafalaya Basin Levee District and United States of America.

#### **NEW ROADS ENERGY CONTROL CENTER.**

##### **(Pointe Coupee Parish)**

(2) A certain tract of parcel of land situated in Pointe Coupee Parish, State of Louisiana, described in a certain act of Sale with Mortgage dated February 17, 1972, executed and delivered by Hewitt J. Fontaine and Bobby G. Fulmer, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk and Recorder of the Parish of Pointe Coupee, in the State of Louisiana, on February 17, 1972, in Conveyance Book 102, Entry number 97, which property is more particularly described as follows:

A certain lot or parcel of land, situated in the Parish of Pointe Coupee, State of Louisiana, in FAIRFIELD ESTATES : SUBDIVISION, which subdivision is fully shown on a map of survey thereof made by W. J. Cointment, Registered Land Surveyor, dated April 5, 1969, which map is annexed to an act recorded under Entry No. 156 of Book 84 of the conveyance records of Pointe Coupee Parish, Louisiana. The lot or parcel of land herein described and conveyed is further shown and described on a map of survey thereof made by W. J. Cointment, Registered Land Surveyor, dated October 9, 1971, a copy of which map of survey is annexed to an act of sale with mortgage dated February 17, 1972, recorded in Book 86, No. 90 of the Mortgage records of Pointe Coupee Parish, State of Louisiana. Said lot or parcel of land has a front of 549.91 feet on the north right of way limits of Louisiana Highway No. 1 which runs along False River, a depth on its west boundary line of 560.10 feet, a depth on its east boundary line of 510.00 feet and having a width on its north

boundary line of 563.76 feet and being bounded as follows: in front or South by said north right of way limits of La. Highway No. 1; in the rear or North by the south right of way limits of a 60-foot-wide street shown on said map of survey; on the West by the east right of way limits of Fairfield Avenue and on the East by property belonging to Hewitt J. Fontaine.

Said lot or parcel of land was allotted to Hewitt J. Fontaine and Bobby G. Fulmer in an act of partition with Lance J. Lemoine dated October 24, 1969, filed and recorded October 25, 1969 under Entry No. 118 of Book 87 of the conveyance records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT:

(A) A portion of said tract or parcel of land sold by Cajun Electric Power Cooperative, Inc., to Pointe Coupee Electric Membership Corporation; as described in a certain deed, executed as of June 17, 1982, and recorded in the Office of the Clerk and Recorder of the Parish of Pointe Coupee, State of Louisiana, on June 17, 1982, in Conveyance Book 230, Entry Number 135, which portion is more fully described as follows:

A certain tract or parcel of land together with all of the improvements, rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Sections 50 and 51, Township 4 South, Range 10 East, Southeastern Land District, Parish of Pointe Coupee, State of Louisiana; all as shown as TRACT A-1 on the Plat of Survey prepared by Rohan B. LaFleur, Registered Land Surveyor, dated April 16, 1980, a copy of which is attached to Act of Sale with Assumption of Mortgage filed in Conveyance Book 230, Entry No. 135, and Mortgage Book 140, Entry No. 79, on June 17, 1982, in the records of the Parish of Pointe Coupee, State of Louisiana, the boundary lines of said parcel of land being more particularly described as follows:

Commence at a point which is the Eastern corner of Fairfield Avenue and Louisiana Highway 1 which point is the POINT OF BEGINNING; thence proceed North 45 degrees 36 minutes 54 seconds East, along said Louisiana Highway 1, a distance of 378.22 feet to a point and corner; thence proceed North 42 degrees 17 minutes 47 seconds West a distance of 279.08 feet to a point and corner; thence proceed South 47 degrees, 42 minutes, 13 seconds West a distance of 51.84 feet to a point and corner; thence proceed North 42 degrees, 17 minutes, 47 seconds West a distance of 250.06 feet to a point and corner; thence proceed South 50 degrees 50 minutes 10 seconds West a distance of 301.79 feet to

a point and corner; thence proceed South 39 degrees, 45 minutes, 35 seconds East along said Fairfield Avenue, a distance of 559.97 feet to a point and POINT OF BEGINNING, said tract containing 4.26 acres, more or less; and

(B) Those properties or interests therein previously conveyed by Mortgagor in those acts enumerated in Section (a) of Schedule 1 to this Exhibit B.

III

BIG CAJUN II.

(Pointe Coupee Parish)

(3) A certain tract or parcel of land situated in Pointe Coupee Parish, State of Louisiana, described in a certain deed, dated July 15, 1974, executed and delivered by Rex E. Callicott, et ux, as grantor, to the Mortgagor, as grantee, and recorded in CB 117, Entry 173, of the Parish of Pointe Coupee in the State of Louisiana, on July 17, 1974, which property is more particularly described as follows:

FIRST: A certain tract or parcel of land, together with all the buildings and improvements thereon and all the rights, ways privileges, servitudes (both liberative and acquisitive) and advantages thereunto belonging or in anywise appertaining, including the batture in front thereof, the said tract or parcel of land being more particularly described as follows:

A certain tract or parcel of land, situated in the Parish of Pointe Coupee, State of Louisiana, comprising a portion of fractional Section 3, all of fractional Section 4, all of fractional Section 5, a portion of fractional Section 6, all of fractional Section 37, a portion of fractional Section 38, all in Township 4 South, Range 11 East, and bounded as follows: on the north in part by the land of Antoine Langlois and in part by the Mississippi River; on the east in part by the Mississippi River and in part by land now or formerly of Burgin Brothers; on the south by Section 35, Township 4 South, Range 11 East; and west by land of Antoine Langlois; said tract of land is shown on a plat of survey made by S. N. Garrett, Parish Surveyor, on May 10, 1938, and is attached to an act of partition between Antoine Langlois and Ben W. Cook, recorded in Conveyance Book P, Entry No. 1452, Conveyance Records of the Parish of Pointe Coupee, Louisiana.

LESS AND EXCEPT:

(A) That certain strip of land containing 23.83 acres, more or less, and designated on said plat of survey herein referred to as "Formerly Delphine Fortune."

Said tract as hereinabove described containing 1636.97 acres, more or less, together with the acreage contained in the batture belonging to the said hereinabove described tract of land.

(B) Those properties or interests therein previously conveyed by Mortgagor in those acts enumerated in Section (b) of Schedule 1 to the Exhibit B.

SECOND: A certain tract or parcel of land, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes (both liberative and acquisitive) and advantages thereunto belonging or in anywise appertaining, including the batture in front thereof, the said tract or parcel of land being more particularly described as follows:

A certain tract or parcel of land, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River, together with all batture rights, lying and being in the north by what is commonly known as "Preston Plantation", now the property of Ben W. Cook; east by the Mississippi River; south by what is commonly known as "Taylor Plantation," now the property of Ben W. Cook, and west by Section 38, Township 4 South, Range 11 East, said tract being designated as "Formerly Delphine Fortune" on a plat of survey made by S. N. Garrett, Parish Surveyor, on May 10, 1938, and which plat is attached to an act of partition between Antoine Langlois and Ben W. Cook, recorded in Book P, Entry No. 1452, Conveyance Records of the Parish of Pointe Coupee, Louisiana, reference to which plan is made for greater certainty of description. Said tract as herein described contains 23.83 acres, more or less.

THIRD: A certain tract or parcel of land, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes (both liberative and acquisitive) and advantages thereunto belonging or in anywise appertaining, including the batture in front thereof, the said tract or parcel of land being more particularly described as follows:

A certain tract or parcel of land, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and having a front of one and five-eighths (1 & 5/8)

arpents, more or less, by a depth of forty (40) arpents, more or less, and being bounded in front by the Mississippi River, on one side by property of Benjamin W. Cook, deceased, and on the other side by property of James C. Roberts.

The properties hereinabove described "FIRST", "SECOND" AND "THIRD" being the same property acquired by Rex E. Callicott from Atelia Bertrand and Voohries Bertrand by act of sale dated September 9, 1948, recorded as Entry No. 231 in COB 22, of the official records of the Parish of Pointe Coupee, Louisiana.

LESS AND EXCEPT:

ONE CERTAIN TRACT OR PARCEL OF LAND together with all improvements, rights of ways, privileges, servitudes, easements and advantages thereunto belonging or in anyway appertaining situated in Section 3, Township 4 South, Range 11 East, Parish of Pointe Coupee, State of Louisiana containing TEN (10) ACRES more or less, designated as TRACT A as more fully described on a Plat of Survey of said Property prepared by Daryl B. Patin, Registered Land Surveyor No. 2963 and Dated September 24, 1985, a certified copy dated October 8, 1985 of which has been marked "Exhibit-A" and attached to a certain partial release of mortgaged property, dated January 29, 1986 and recorded in Mortgage Book 175 Entry No. 122 in Pointe Coupee Parish, said Property being more fully described as follows:

From a point marking the Southwest corner of Section 38 in Township 4 South, Range 11 East proceed N 27° 42' 53" E, along Cajun Electric Power Cooperative, Inc.'s West property line a distance of 8554.645 feet to a point intersecting the South right-of-way limits of State Route LA 981 which is the point of beginning; from this point proceed along said South right-of-way limits of State Route LA 981, S 62° 56' 29" E a distance of 650 feet to a point and corner; thence proceed S 27° 42' 53" W a distance of 673.92 feet to a point and corner; thence proceed N 62° 17' 07" W a distance of 649.96 feet to a point and corner; thence proceed N 27° 42' 53" E a distance of 666.48 feet to the point of beginning, containing in all TEN (10) ACRES more or less and being a portion of the same property acquired by the Grantor on July 15, 1974 by Act of Cash Sale duly recorded in the Clerk of Court's office for the Parish of Pointe Coupee in Conveyance Book Number 117, Entry Number 173 on July 17, 1974.

## BIG CAJUN II RAIL CORRIDOR

### (Pointe Coupee Parish)

(4) A certain tract or parcel of land situated in Pointe Coupee Parish, State of Louisiana, described in a certain deed executed and delivered by Ruth Bennett Desselle, a divorcee, et al, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Court of the Parish of Pointe Coupee, in the State of Louisiana, on February 12, 1976, in Conveyance Book 130, Entry No. 139, which property is more particularly described as follows:

One (1) certain tract or parcel of land containing 23.79 acres together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, said tract or parcel of land being situated in Section 35, T-4-S, R-11-E, Parish of Pointe Coupee, State of Louisiana, said tract being more particularly shown on a plat entitled "Survey of a Portion of the Bennett Estate Located in Section 35, T-4-S, R-11-E, Parish of Pointe Coupee, La. for Cajun Electric Power Cooperative, Inc." by Alfred B. Williams, L.S., (hereinafter, "plat"), said tract being described on said plat as follows to wit:

Start at an iron pipe which marks the intersection of Sections 34, 35 and 37, T-4-S, R-11-E, Parish of Pointe Coupee, State of Louisiana (said point being marked "X" on the aforesaid plat) for a point of beginning, and go S 28°45' E a distance of 1,726.38 feet to a concrete monument (said concrete monument being marked "A" on the aforesaid plat) and corner; thence proceed S 72°03' W a distance of 1,006.47 feet to a concrete monument (said concrete monument being marked "B" on the aforesaid plat) and corner; thence proceed along a curved line a distance of 86.13 feet to a concrete monument (said concrete monument being marked "C" on the aforesaid plat) and corner; thence proceed N 00°08' E a distance of 1,109.99 feet to a concrete monument (said concrete monument being marked "D" on the aforesaid plat) and corner; thence proceed N 14°30' E a distance of 792.0 feet to an iron pipe (said iron pipe being marked "X" on the aforesaid plat) back to the point of beginning. Being a portion of the same property acquired by Ruth Bennett Desselle, Virginia Bennett Ackerman and Nella Bennett Zanger herein by Judgment of Possession rendered in proceedings entitled "Succession of Mrs. Annie Gray Harrell Bennett",

Probate No. 7486 of the 18th Judicial District Court, Parish of Pointe Coupee, State of Louisiana, the said Judgment of Possession being recorded in Conveyance Book 33, Entry No. 3401 of the official records of the Clerk and Recorder in and for the Parish of Pointe Coupee, State of Louisiana; being a portion of the same property acquired by Gordon Harrell Bennett and Stephen Foster Bennett herein by Judgment of Possession rendered in proceedings entitled "Succession of James Gordon Bennett", Probate No. 2934 of the 30th Judicial District Court, Parish of Beauregard, State of Louisiana, a certified copy of said Judgment of Possession being recorded in Conveyance Book 100, Folio 85 of the official records of the Clerk and Recorder in and for the Parish of Pointe Coupee, State of Louisiana; and being a portion of the same property acquired by Steven Gray Langlois herein by Judgment of Possession rendered in proceedings entitled "Succession of Mrs. Ellen Gray Bennett Langlois", Probate No. 24,214 of the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana, a certified copy of said Judgment of Possession being recorded in Conveyance Book 88 folio 203 of the official records of the Clerk and Recorder in and for the Parish of Pointe Coupee, State of Louisiana.

(5) A certain tract or parcel of land situated in Pointe Coupee Parish, State of Louisiana, described in a certain deed, dated February 18, 1976, executed and delivered by Hazel Langlois Powers, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Court of the Parish of Pointe Coupee in the State of Louisiana, on February 23, 1976, in Conveyance Book 130, Entry 210, which property is more particularly described as follows:

One (1) certain tract or parcel of land containing 54.76 acres, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, said tract or parcel of land being situated in Sections 86 and 87, T-4-S, R-10-E, Parish of Pointe Coupee, State of Louisiana, said tract being more particularly shown on a plat entitled "Survey of a Portion of the Hazel Langlois Powers Property Located in Sections 86 and 87, T-4-S, R-10-E, Parish of Pointe Coupee, Louisiana, For Cajun Electric Power Cooperative, Inc." dated July 16, 1975, prepared for Cajun Electric Power Cooperative, Inc. by Alfred B. Williams, L.S., (hereinafter, "plat"), said tract being described on said plat as follows to wit:

Start at an iron pipe which marks the extreme southwest corner of Section 87, T-4-S, R-10-E, and the extreme southeast corner

of Section 88, T-4-S, R-10-E, Parish of Pointe Coupee, State of Louisiana (said point being marked "X" on the aforesaid plat) and go S 67°33' E a distance of 625.70 feet to a point and corner; thence proceed S 62°30' E a distance of 171.77 feet to a concrete monument (said concrete monument being marked "A" on the aforesaid plat) for a point of beginning; thence proceed N 26° 28' E a distance of 1,863.19 feet to a concrete monument (said concrete monument being marked "B" on the aforesaid plat) and corner; thence proceed along a curved line a distance of 810.41 feet to a concrete monument (said concrete monument being marked "C" on the aforesaid plat) and corner; thence proceed S 00°08'W a distance of 1,222.13 feet to a concrete monument (said concrete monument being marked "D" on the aforesaid plat); thence proceed S 00° 00' E a distance of 1,657.62 feet to a concrete monument (said concrete monument being marked "E" on the aforesaid plat) and corner; thence proceed N 70° 31' W a distance of 330.50 feet to a concrete monument (said concrete monument being marked "F" on the aforesaid plat) and corner; thence proceed N 62°30' W a distance of 1,247.83 feet to a concrete monument (said concrete monument being marked "A" on the aforesaid plat) back to the point of beginning.

Being the same property acquired by Hazel Langlois Powers in a Tax Sale dated the 5th day of January, 1935, and recorded in Conveyance Book I, Entry No. 3086 of the official records of the Clerk and Recorder in and for the Parish of Pointe Coupee, State of Louisiana, and in an Act of Partition dated the 1st day of February, 1952, and recorded in Conveyance Book 33, Entry No. 320 of the official records of the Clerk and Recorder in and for the Parish of Pointe Coupee, State of Louisiana.

(6) A certain tract or parcel of land situated in Pointe Coupee Parish, State of Louisiana, described in a certain deed executed and delivered by Joseph Philibert Gosserand, et al, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of the Parish of Pointe Coupee, in the State of Louisiana, on September 25, 1975, in Conveyance Book 127, Entry No. 115, which property is more particularly described as follows:

One (1) certain tract or parcel of land containing 173.22 acres, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, said tract or parcel of land being situated in Sections 31 and 32, T-4-S, R-10-E, Parish of Pointe Coupee, State of Louisiana, said tract being more particularly shown on a plat entitled "Survey of a Portion of the Gosserand Estate Located in Sections 31 and 32,

T-4-S, R-10-E Parish of Pointe Coupee, Louisiana for Cajun Electric Cooperative, Inc." dated June 23, 1975, prepared for Cajun Electric Cooperative, Inc. by Alfred B. Williams, L.S.(hereinafter "plat"), said tract being described on said plat as follows to wit:

Start at a two and one-half (2-1/2") inch iron pipe which marks the extreme southeast corner of Section 88, T-4-S, R-10-E and the extreme southwest corner of Section 87, T-4-S, R-10-E, Parish of Pointe Coupee, State of Louisiana (said point being marked "X" on the aforesaid plat) and go S 67°33'00" E a distance of 491.7 feet to a concrete monument (said monument being marked "A" on the aforesaid plat) for a point of beginning; thence proceed S 67°33'00" E a distance of 134.00 feet to a concrete monument (said concrete monument being marked "B" on the aforesaid plat) and corner; thence proceed S 62°30'00" E a distance of 1072.64 feet to a concrete monument (said concrete monument being marked "C" on the aforesaid plat) and corner; thence proceed S 22°32'58" W a distance of 7614.65 feet to a concrete monument (said concrete monument being marked "D" on the aforesaid plat) and corner; thence proceed N 61°55'34" W a distance of 783.64 feet to a concrete monument (said concrete monument being marked "E" on the aforesaid plat) and corner; thence proceed N 19°22'47" E a distance of 7643.23 feet to a concrete monument (said concrete monument being marked "A" on the aforesaid plat) back to the point of beginning.

Being the same property acquired by the Mortgagor's grantors by Judgment of Possession rendered in proceedings entitled "Succession of Mrs. Lillian Cazayoux Gosserand", Probate No. 10,575 of the 18th Judicial District Court, Parish of Pointe Coupee, State of Louisiana, the said Judgment of Possession being recorded in Conveyance Book 96, Folio 195 of the official records of the Clerk and Recorder in and for the Parish of Pointe Coupee, State of Louisiana.

LESS AND EXCEPT a portion of said tract or parcel of land containing 8.15 acres and more particularly described as follows: Commencing at a point where the property line common to U. Pourciau and Cajun Electric Power Cooperative, Inc. intersects the North right of way limits of State Route LA 413, approximately 0.6 miles Southeast of the Town limits of the Town of New Roads, LA; thence proceed along said property lines North 19 degrees 22' 47" East a distance of 522.16 feet to a point marking the Northwest corner of the tract of land being described; thence along the arc of a curve to the right having a radius of 5,679.65 feet, the long chord of which bears South 52 degrees 35' 29" East, a distance of 436.36 feet (a distance of 436.46 feet) to a point; thence South 50 degrees 23' 23" East, a

distance of 404.93 feet to a point marking the Northeast corner of the tract of land being described; thence South 22 degrees 32' 58" West, a distance of 366.10 feet to a point marking the Southeast corner of the tract of land being described; thence North 61 degrees 55' 34" West along the North right of way limits of State Route LA 413, a distance of 783.64 feet, to the point of beginning.

LESS AND EXCEPT: Those properties or interests therein previously conveyed by Mortgagor in those acts enumerated in Section (b) of Schedule 1 to this Exhibit B.

#### IV

#### OTHER REAL ESTATE

#### QUINTON MICROWAVE TOWER SITE.

#### (Pointe Coupee Parish)

(7) A certain parcel or tract of land, consisting of 3.995 acres, more or less, situated in Section 12, Township 3 South, Range 8 East, in the Parish of Pointe Coupee, State of Louisiana, and being more particularly described as follows: Commence at a point on the South right of way line of Louisiana State Highway 419, which point is on the East bank of a canal, for a POINT OF BEGINNING; thence run North 70 degrees 46' East a distance of 400 feet to a point; thence run South 19 degrees 14' East a distance of 435 feet to a point; thence run South 70 degrees 46' West a distance of 400 feet to a point; thence run North 19 degrees 14' West a distance of 435 feet to a point; the actual POINT OF BEGINNING.

#### HEADQUARTERS BUILDING AND SITE.

#### (East Baton Rouge Parish)

(8) A certain tract or parcel of land designated as Lot 188B in Southpark Subdivision second filing, in the Parish of East Baton Rouge, State of Louisiana, more particularly described as follows: Beginning at a point which is the southeast corner of the intersection of Airline Highway and Alco Avenue; thence in a southeasterly direction along the eastern right of way line of Airline Highway, a distance of 545 feet to a point and point of beginning; thence in a northeasterly direction North 51 degrees 52 minutes 24 seconds East along the property line common to Lots 187 and 188A, a distance of 520.07 feet to a point and corner; thence due South along the East property line of Lot 195, a distance of 275.46 feet to a point

marked by an iron pipe; thence continuing due South a distance of 296.59 feet to an iron pipe and corner; thence North 38 degrees 7 minutes 36 seconds West, a distance of 300 feet to an iron pipe and corner; thence in a southwesterly direction, South 51 degrees 52 minutes 24 seconds West a distance of 166.88 feet to a point and corner; thence in a northwesterly direction along the eastern right of way line of Airline Highway, a distance of 150.00 feet to a point and point of beginning, said tract of land containing 2.8217 acres, more or less, being more particularly shown on a plat of survey made by Ray E. Ingram, Registered Land Surveyor, dated September 23, 1980, as acquired by the Mortgagor by Act of Sale from the Industrial Development Board of the Parish of East Baton Rouge, Louisiana dated July 29, 1982, recorded in East Baton Rouge Parish, Orig. 379, Bundle 9511.

#### HEADQUARTERS RESERVE SITE.

#### (East Baton Rouge Parish)

(9) A certain tract or parcel of land designated as Lot B-1, Southpark Subdivision, second filing, Parish of East Baton Rouge, State of Louisiana, more particularly described as follows: One (1) certain lot or parcel of ground, together with all of the rights, ways, privileges, servitudes; appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of East Baton Rouge, State of Louisiana, and being more particularly shown on the "Map Showing Survey of a Resubdivision of Lot B, Southpark, into Lots B-1 and B-2", prepared by Raul S. Gonzalez, C.E. and Surveyor, dated 8/4/76, a copy of which is attached to that Cash Sale dated June 28, 1979, recorded as Original 816, Bundle 9327, in the official records of East Baton Rouge Parish, Louisiana, and being more particularly described and designated on said map as LOT B-1, said Southpark Subdivision, second filing, containing 2.6636 acres; said lot measuring a total of 246.45 feet front on the westerly side of Southpark Drive, by a depth on its northerly sideline of 496.08 feet, by a depth on its southerly sideline of 457.31 feet, and measuring 243.39 feet across its rear or westerly line, being subject to a 15 foot servitude across its rear or westerly line, a 7.5 foot servitude along its northerly sideline, and a 5 foot sidewalk servitude and a 25 foot building setback line across its front or easterly line, all as shown on said recorded map; being the same property acquired by Cajun Electric Power Cooperative, Inc., by Cash Sale dated June 28, 1979, and recorded as Original 816, Bundle 9327, and in Conveyance Book 2731, folio 196, of the official records of the Clerk and Recorder in and for the Parish of East Baton Rouge, State of Louisiana.

**ZACHARY MICROWAVE SITE.**

**(East Baton Rouge Parish)**

(10) A certain parcel or tract of land, consisting of 11.82 acres, more or less, situated in Section 74, Township 5 South, Range 1 West, in the Parish of East Baton Rouge, State of Louisiana, and being more particularly described as follows, to wit: Commence at a concrete monument which is on the North property line of the former Cheley Carpentar property, thence run North 82 degrees 34 minutes 05 seconds West a distance of 855.68 feet to the actual POINT OF BEGINNING of the property being described; thence run South 1 degree 27 minutes 05 seconds West a distance of 991.36 feet to an iron rod which marks the Southeast corner of the plot of ground being described, which point is also on the North right of way line of the Gulf States Utility Company Transmission Line; thence run South 88 degrees 42 minutes 56 seconds West a distance of 500.57 feet along North right of way line to an iron rod which marks the Southwest corner of the plot of ground being described; thence run North 1 degree 27 minutes 05 seconds East a distance of 1067.63 feet to an iron rod which marks the Northwest corner of the plot of ground being described; thence run South 82 degrees 34 minutes 05 seconds East a distance of 502.74 feet to an iron rod, the actual POINT OF BEGINNING, as acquired by the Mortgagor by act of Cash Sale from Karen Carpenter, wife of/and Richard H. Baker dated November 20, 1978, recorded in East Baton Rouge Parish, Orig. 83, Bundle 9347, COB 2755, Folio 678.

**FRENCH SETTLEMENT SUBSTATION SITE.**

**(Livingston Parish)**

(11) A certain parcel or tract of land, consisting of 1.147 acres, more or less, situated in Section 38, Township 9 South, Range 4 East, in the Parish of Livingston, State of Louisiana, and being more particularly described as follows: Commence at the Southwest corner of an existing 1.93 acre tract owned by Dixie Electric Membership Corporation, as recorded in Conveyance Book 174, Folio 652 of the records of Livingston Parish, Louisiana, for a POINT OF BEGINNING; thence run North 45 degrees 37 minutes East a distance of 241.71 feet to a point; thence run South 34 degrees 29 minutes 11 seconds East a distance of 228.40 feet to a point; thence run South 45 degrees 37 minutes West a distance of 202.45 feet to a point; thence run North 44 degrees 23 minutes West a distance of 225.00 feet to a point, the actual POINT OF BEGINNING, said description comprising Parcel "A", as is more clearly shown by a plat of survey made by P. Daniel Wiggins, R.L.S., dated April 17, 1979.

**TALESHEEK MICROWAVE TOWER SITE.**

**(St. Tammany Parish)**

(12)(A) A certain parcel or tract of land, situated in Township 6 South, Range 13 East, in the Parish of St. Tammany, State of Louisiana, and being more particularly described as follows: Commence at a point which is the section corner common to Sections 9, 10, 15 and 16 of Township 6 South, Range 13 East, of the Parish of St. Tammany, State of Louisiana, which said point is also the southeast corner of said Section 9 and the POINT OF BEGINNING; thence North 0 degrees 13 minutes 4 seconds West (Actual) North 0 degrees 30 minutes 0 seconds East (Title), a distance of 341.79 feet (Actual) 341.50 feet (Title) to a point; thence North 87 degrees 33 minutes 0 seconds West (Actual) North 86 degrees 45 minutes 0 seconds West (Title), a distance of 494.50 feet (Title and Actual) to a point; thence South 0 degrees 17 minutes 55 seconds East (Actual) South 0 degrees 30 minutes 0 seconds West (Title), a distance of 365.00 feet (Title and Actual) to a point; thence North 89 degrees 45 minutes 35 seconds East (Actual) South 89 degrees 40 minutes 0 seconds East (Title), a distance of 493.45 feet (Actual) 493.90 feet (Title) to the POINT OF BEGINNING; thence omitting from Talisheek Substation property an area known as Parcel "A" which is described as follows:

**TALESHEEK SUBSTATION SITE.**

**(St. Tammany Parish)**

(12)(B) Commence at a point which is the section corner common to Sections 9, 10, 15 and 16 of Township 6 South, Range 13 East, of the Parish of St. Tammany, State of Louisiana, which said point is also the southeast corner of said Section 9; thence South 89 degrees 45 minutes 35 seconds West; a distance of 313.45 feet to the POINT OF BEGINNING; thence North 0 degrees 14 minutes 0 seconds East, a distance of 71.02 feet, to a point; thence North 87 degrees 26 minutes 1 second West, a distance of 130.20 feet, to a point; thence North 2 degrees 24 minutes 27 seconds East, a distance of 284.90 feet, to a point; thence North 87 degrees 33 minutes 0 seconds West, a distance of 64.15 feet, to a point; thence South 0 degrees 17 minutes 55 seconds East, a distance of 365.00 feet, to a point; thence North 89 degrees 45 minutes 35 seconds East, a distance of 180.00 feet, to the POINT OF BEGINNING. All in accordance with a plan of survey by R. P. Fontcuberta, Jr., R.L.S., dated December 11, 1978.

**DERIDDER SUBSTATION SITE.**

**(Beauregard Parish)**

(13) A certain parcel or tract of land, situated in the Parish of Beauregard, State of Louisiana, being more particularly described as commencing from the Southwest Corner of the West half of the Southeast Quarter of the Southwest Quarter of Section 36, Township 2 South, Range 9 West, North 89 degrees 45" East 288.55 feet to the point of beginning; thence North 1 degree 20' West 208 feet thence North 89 degrees 45' East 125 feet, thence South 1° 15' East 209 Feet, thence South 89 degrees 45' West 124.5 feet to point of beginning. Containing 0.58 acres, more or less, and being further identified by letter of appraisal prepared by Norman Terry, M. A. I., S. R. E. A., dated February 26, 1979.

**CLARENCE TOWER SITE.**

**(Natchitoches Parish)**

(14) A certain parcel of land consisting of approximately 5.16 acres, situated in the North One-Half (N 1/2) of Section 19, Township 10 North, Range 6 West, in the Parish of Natchitoches, State of Louisiana, and being more particularly described as follows: Commence at the Northwest corner of the Northeast Quarter of Section 19, for a POINT OF BEGINNING, which point is also the Northeast corner of the plot of ground being described, thence run South 1 degree 41' 59" West a distance of 450 feet to an iron rod which marks the Southeast corner of the plot of ground being described; thence run North 89 degrees 51' West a distance of 500 feet to an iron rod which marks the Southwest corner of the plot of ground being described; thence run North 1 degree 41' 59" West a distance of 450 feet to an iron rod which marks the Northwest corner of the plot of ground being described; thence run South 89 degrees 51' East a distance of 500 feet to an iron rod, the actual POINT OF BEGINNING.

**DARLINGTON MICROWAVE SITE.**

**(East Feliciana Parish)**

(16) A certain parcel or tract of land, consisting of 7.741 acres, more or less, situated in Sections 55 and 56, Township 2 South, Range 3 East, in the Parish of East Feliciana, State of Louisiana, and being more particularly described as follows: Commence at a point which is on the South right of way line of State Highway 10, which point is also on the West right of way line of the Gulf States Utilities Company, Inc. Transmission Line, for a POINT OF BEGINNING; thence run along said Gulf States Utilities Company right of way line South 4 degrees 36' 22" East a distance of 900.61 feet to a point; thence run North 85 degrees 23' 38" West a distance of 418.46 feet to a point; thence run North 10 degrees 07' 06" East a distance of 903.01 feet to a point, which is on the South right of way line of Louisiana State Highway 10 previously referred to; thence run along South right of way line of arc length 211.22 feet with radius of 1985.07 feet on chord bearing South 85 degrees 56' 45" East a chord distance of 211.12 feet to a point; thence run South 85 degrees 16' 19" East a distance of 120.61 feet to a point, the actual POINT OF BEGINNING.

This site occupies 8 acres in the east-central portion of East Feliciana Parish on the east side of LA 10, four miles north of Hatchersville, Louisiana, and 4.75 miles east of the Clinton Lookout Tower.

### **MONTGOMERY MICROWAVE TOWER SITE.**

**(Winn Parish)**

(17) A certain parcel or tract of land, consisting of 5.65 acres, more or less, situated in the Northwest quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 34, Township 9 North, Range 5 West, in the Parish of Winn, State of Louisiana, and being more particularly described as follows, to-wit: Commence at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34, thence run due South a distance of 431.85 feet to a point, thence run due East a distance of 327.58 feet to an iron rod which marks the Northwest corner of the plot of ground being described, the actual POINT OF BEGINNING; thence run South 89 degrees 26 minutes 09 seconds East a distance of 400.02 feet to an iron pipe which marks the Northeast corner of the plot of ground being described, which point also marks the Northwest corner of an existing 8.0 acre tract owned by the Louisiana Power and Light Co., as recorded in Conveyance Book 108, Folio 42 of the records of Winn Parish, Louisiana; thence run South 0 degrees 0 minutes 22 seconds West along the West boundary of said Louisiana Power and Light Co. tract a distance of 613.05 feet to an iron pipe which marks the Southeast corner of the property being described, which point is also the Southwest corner of the Louisiana Power and Light Co. tract previously referred to; thence run due West a distance of 400.00 feet to an iron rod which marks the Southwest corner of the plot of ground being described; thence run North 0 degrees 0 minutes 22 seconds East a distance of 617.00 feet to an iron rod, the actual POINT OF BEGINNING.

The site occupies five acres in the southwestern portion of Winn Parish, 3.5 miles north of Montgomery, Louisiana, on Ebenezer Campground Parish Road just west of the junction with LA 34.

### **MANY SUBSTATION SITE.**

**(Sabine Parish)**

(18) A certain tract or parcel of land with all the rights, ways, privileges, servitudes and advantages thereunto

belonging or in anywise appertaining, situated in Section 23, Township 7 North, Range 11 West, Parish of Sabine, State of Louisiana, being more particularly described as follows: Beginning at a point which is the northwest corner of the Northeast Quarter (NE1/4) of Section 23, Township 7 North, Range 11 West, at a 4" X 4" concrete post, thence South 702.7 feet to a point and point of beginning; thence South a distance of 475.1 feet to a point and corner marked by a 1/2" X 1 1/4" flat iron; thence North 89 degrees 00 minutes East a distance of 311 feet to a point and corner marked by a 5/8" iron rod; thence North 34 degrees 00 minutes West a distance of 565.1 feet to a point and point of beginning; said tract containing 1.70 acres, more or less, being more particularly shown on a plat of survey made by Jimmy R. Anyan, RLS, and dated November 10, 1980.

#### **MANSFIELD MICROWAVE TOWER SITE.**

##### **(DeSoto Parish)**

(19) A certain parcel of land consisting of 10.24 acres, more or less, situated in the North Half (N1/2) of Section 23, Township 12 North, Range 13 West, in the Parish of DeSoto, State of Louisiana, being more particularly described as follows: Commence at an iron pipe which marks the Southeast corner of an existing 2.11 acre tract owned by the Central Louisiana Electric Company, Inc., as recorded in Conveyance Book 211, Folio 559 of the records of DeSoto Parish, Louisiana, which point is also on the North right of way line of Louisiana State Highway 175, for a POINT OF BEGINNING; thence run North 0 degrees 0' 08" West a distance of 386.93 feet to an iron pipe which marks the Northeast corner of the Central Louisiana Electric Company tract previously referred to; thence run North 89 degrees 57' 09" West a distance of 100 feet to an iron pipe, which point is on the North property line of said Central Louisiana Electric Company tract; thence run North 1 degree 21' 41" East a distance of 505.78 feet to a point; thence run North 66 degrees 56' 11" East a distance of 1075.94 feet to an iron pipe; thence run South 23 degrees 03' 49" East a distance of 350.00 feet to an iron pipe; thence run South 66 degrees 56' 11" West a distance of 1075.00 feet to an iron pipe; thence run South 0 degrees 0' 08" East a distance of 599.86 feet to an iron pipe; thence run North 60 degrees West a distance of 57.74 feet to an iron pipe, the actual POINT OF BEGINNING.

OXBOW DEVELOPMENT SITE.

(Red River and DeSoto Parishes)

(20) A certain parcel or tract of land situated in the Parishes of Red River and DeSoto, State of Louisiana, and more particularly described as follows: Begin at the northeast corner of Section 20 T12N-R10W Red River Parish, LA. shown as Point #30 and from said corner run on the Section Line between Sections 20 and 21 S 0 degrees 25' E 2648.4 feet to Point #42; thence S 89 degrees 34' W 329.6 feet to Point #43; thence S 0 degrees 25' E 2640.9 feet to point #44; thence N 89 degrees 19' E 329.9 feet to Point #45; the corner common to Sections 20, 21, 28 and 29; thence S 0 degrees 09' E along the Section Line between Sections 28 and 29 2644.6 feet to Point #46; thence continue along said Section S 0 degrees 34' E 2696.0 feet to Points #1 and 47 being the corner common to Sections 29, 28, 32 and 33 T12N-R10W; thence continue along the Section Line between Sections 32 and 33 S 0 degrees 04' W 1582.0 feet to Points #48 and 2 to the top bank and across Bayou Pierre and into DeSoto Parish, La. from said Point 48 and 2 on a traverse along the High Bank of Bayou Pierre S 30 degrees 18' E 193.9 feet to Point #49; thence S 7 degrees 40' E 610.7 feet to Point #50; thence S 10 degrees 19' E 464.3 feet to Point #51; thence S 26 degrees 40' E 350.0 feet to Point #52; thence S 30 degrees 18' E 291.9 feet to Point #53; thence S 46 degrees 31' E 330 feet to Point #54; thence S 6 degrees 30' E 100.6 feet to Point #55; thence S 59 degrees 29' E 58 feet to Point #56. The intent of this instrument is to also include the area from the above described high bank traverse to the water's edge of Bayou Pierre.

Continue from Point #56 S 50 degrees 50' W 360.0 feet to Point #57; thence S 49 degrees 10' E 1660.4 feet to Point #58; thence S 0 degrees 04' W 240.0 feet to the Section Line between 33 T12N-R10W and Section 4 T11N-R10W; thence continue on the same line S 0 degrees 04' W to Point #59 a total distance between Points #58 and #59 of 2179.7 feet. Thence from Point #59 run S 49 degrees 10' W 2447.3 feet to the East Line of Section 5 and a total distance of 5132.8 feet to Point #60 on the South Line of Section 5 T11N-R10W; thence along the Section Line between Sections 5 and 8 S 89 degrees 49' W 3255.9 feet to the corner common the Sections 5, 8, 6 and 7 and being Point #1 and 26; thence along the Section Line between Sections 6 and 7 N 89 degrees 26' W 2666.0 feet to Point #2; thence along the Center of Section 6 run N 0 degrees 05' E 5255.6 feet to Point #3 being the North Quarter Corner of Section 6 T11N-R10W and the South Quarter Corner of Section 31 T12N-R10W; thence from said Corner

#3 run North 1320.4 feet to Point #4; thence run S 89 degrees 56' W 1322.3 feet to Point #5; thence run N 0 degrees 01' W 1321.2 feet to Point #6; thence run S 89 degrees 55' W 1322.0 feet to Point #7 the West Quarter Corner of Section 31; thence along the Line between Section 31 T12N-R10W and Section 36 T12N-R11W N 0 degrees 05' E 2704.3 feet across Bayou Pierre and into Red River Parish, La. and to the corner common to Sections 30 and 31 T12N-R10W and Sections 25 and 36 T12N-R11W and continue on the line between Section 30 T12N-R10W and Section 25 T12N-R11W N 0 degrees 05' E 139.1 feet to Point #8 and 33 in the Centerline of LA HWY #177; thence on a traverse along the Centerline of LA HWY #177 from Point 8 and 33 N 25 degrees 35' E 626.0 feet to Point 89 and 34; thence N 26 degrees 02' E 540.3 feet; thence N 26 degrees 13' E 483.2 feet; thence N 25 degrees 49' E 100.0 feet; thence N 21 degrees 37' E 100.0 feet; thence N 15 degrees 13' E 100.0 feet; thence N 9 degrees 14' E 100.0 feet; thence N 5 degrees 41' E 100.0 feet to Point 16 and 41; thence continue on HWY #177 Centerline N 4 degrees 17' E 2487.0 feet to Point #17; thence N 6 degrees 40' E 100.0 feet; thence N 10 degrees 29' E 100.0 feet; thence N 15 degrees 33' E 100.0 E feet; thence N 21 degrees 23' E 100.0 feet; thence N 24 degrees 52' E 354.0 feet to Point 22 and 47 on the Section Line between Sections 19 and 30 T12N-R10W; thence run S 89 degrees 21' E 54.8 feet to Point #61; thence continue on the Section Line between Section 19 and 30 T12N-R10W S 89 degrees 21' E 3950.0 feet to Point #23 and 48 being the corner common to Sections 19, 20, 29 and 30 T12N-R10W, thence run along the Section Line between Section 20 and 29 N 89 degrees 19' E 3298.7 feet to Point #24; thence N 0 degrees 23' W 1322.8 feet to Point #25; thence S 89 degrees 24' 30" W 659.5 feet to Point #26; thence N 0 degrees 22' W 1323.7 feet to Point #27; thence S 89 degrees 30' W 659.3 feet to Point #28; thence N 0 degrees 21' 30" W 2652.4 feet to Point #29 on the Section Line between Sections 20 and 17; thence along said Section Line N 89 degrees 34' E 3294.4 feet to the corner common to Sections 17, 20, 16 and 21 T12N-R10W which is the Place of Beginning and containing 3788.7 acres more or less and including the area between the High Bank traverse of Bayou Pierre and the water's edge of said Bayou Pierre.

All more fully shown on a Plat of Survey dated September 22, 1981, by A. J. Brouillette, a Registered Land Surveyor.

(21) A certain parcel or tract of land situated in the Parish of DeSoto, State of Louisiana, and more particularly described as follows: Begin at Point #89 which is the corner common to Section 25, 26, 35 and 36, T12N-R11W DeSoto Parish, La. From said Place of Beginning run along the Section Line

between Sections 26 and 35 S 89 degrees 53' W 1320.0 feet to Point #90, thence run N 0 degrees 23' W 5268.7 feet to Point #91; thence on Section Line between Sections 23 and 26 run N 89 degrees 23' E 1332.5 feet to Point #65 the corner common to Sections 23, 24, 25 and 26 T12N-R11W; thence continue on Section Line between Sections 24 and 25 N 89 degrees 23' E 467.8 feet to Point #66 on the High Bank of Bayou Pierre; thence run on a traverse of the High Bank of Bayou Pierre from Point #66 S 47 degrees 31' E 192.3 feet to Point #67; thence S 29 degrees 55' E 153.5 feet to Point #68; thence S 36 degrees 06' E 239.6 feet to Point #69; thence S 11 degrees E 131.8 feet to Point #70; thence S 31 degrees 26' E 166.4 feet to Point #71; thence S 6 degrees 40' W 211.0 feet to Point #72; thence S 32 degrees 13' E 465.3 feet to Point #73; thence S 20 degrees 00' E 306.7 feet to Point #74; thence S 55 degrees 21' E 1018.7 feet to Point #75; thence S 78 degrees 29' E 264.6 feet to Point #76; thence N 85 degrees 29' E 355.7 feet to Point #77; thence S 57 degrees 08' E 586.5 feet to Point #78; thence S 6 degrees 00' W 158.8 feet to Point #79; thence S 37 degrees 03' E 1003.1 feet to Point #80; thence S 10 degrees 48' E 195.2 feet to Point #81; thence S 38 degrees 28' E 326.9 feet to Point #82; thence S 24 degrees 25' E 248.2 feet to Point #83; thence S 6 degrees 36' E 309.0 feet to Point #84; thence S 29 degrees 47' W 385.3 feet to Point #85; thence S 13 degrees 28' W 211.6 feet to Point #86; thence S 19 degrees 29' E 185.7 feet to Point #87; thence S 52 degrees 43' E 105.0 feet to Point #88 on the Section Line between Sections 25 and 36, thence run on the Section Line between 25 and 36 S 89 degrees 38' W 4060.8 feet to the corner common to Sections 25, 26, 35 and 36 T12N-R11W and being Point 89, The Place of Beginning.

Containing 495.2 acres more or less including the area between the high bank traverse of Bayou Pierre and the water's edge of said Bayou Pierre.

All more fully shown on a Plat of Survey dated September 22, 1981 by A. J. Brouillette, a Registered Land Surveyor.

LESS AND EXCEPT a portion of said parcel or tract of land containing 5.5 acres, more or less, and more particularly described as follows: Start at an iron rod, located at the SW corner of Section 25, Township 12 North, Range 11 West, DeSoto Parish, Louisiana, and thence run North 89 degrees 30 minutes East 3,192.8 feet along the South line of said Section 25; thence run North 1 degree 09 minutes East 102.2 feet to a concrete post being the actual POINT OF BEGINNING, and from said actual POINT OF BEGINNING run thence South 88 degrees 51 minutes West along the Northerly line of Louisiana Highway 510 a

distance of 590.4 feet to an iron pipe and corner; run thence North 1 degree 09 minutes West a distance of 295.2 feet to a concrete post and corner; run thence North 88 degrees 51 minutes East a distance of 590.4 feet to a concrete post and corner; run thence South 1 degree 09 minutes East a distance of 86.5 feet to a concrete post and corner; run thence North 89 degrees 32 minutes East a distance of 208.7 feet to a concrete post and corner; run thence South 1 degree 09 minutes East a distance of 61.1 feet to a concrete post and corner; run thence South 85 degrees 26 minutes East a distance of 148.2 feet to a concrete post and corner; run thence South 1 degree 09 minutes East a distance of 146.7 feet to a concrete post and corner; run thence North 85 degrees 26 minutes West a distance of 148.2 feet to a concrete post; run thence South 89 degrees 32 minutes West a distance of 208.7 feet to the actual POINT OF BEGINNING.

### **CARROLL MICROWAVE TOWER SITE.**

#### **(Red River Parish)**

(22) Mortgagor's right, title, and interest in and under that certain lease from George Posey et al., as lessors to Mortgagor, as lessee, dated January 4, 1979, registered in C.O.B. 171, page 57 in Red River Parish affecting the following parcel of ground and all improvements thereon and appurtenances thereto, to wit:

A certain parcel of land, consisting of 3.78 acres approximately situated in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 27, Township 13 North, Range 10 West, in the Parish of Red River, and being more particularly described as follows: Commence at the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 27, thence run due South a distance of 35.66 feet; thence run due West a distance of 133.90 feet, to a point which marks the Northeast corner of an 1.68 acre tract of land owned by the Central Louisiana Electric Company, Inc., as recorded in Conveyance Book 96, Folio 383 of the records of Red River Parish, Louisiana; thence run West a distance of 283.51 feet to a point, which point is also the Northwest corner of the Central Louisiana Electric Company, property previously referred to; thence run South a distance of 110.86 feet to the actual POINT OF BEGINNING of the property being described, which point is also on the South Right-of-Way line of the Central Louisiana Electric Company Transmission Line; thence run due South a distance of 525 feet to an iron rod which marks

the Southeast corner of the plot of ground being described; thence run due West a distance of 500 feet to an iron rod which marks the Southwest corner of the plot of ground being described; thence run due North a distance of 132.62 feet to an iron rod which marks the Northwest corner of the plot of ground being described; which point is also on the South Right-of-way line of the Central Louisiana Electric Company Transmission Line previously referred to; thence run along said South Right-of-way line North 51°52'37" East a distance of 635.58 feet to a point, the actual POINT OF BEGINNING.

### **PINE CLIFF SUBSTATION SITE.**

**(Washington Parish)**

(23) A certain tract or parcel of land, together with all buildings, improvements and equipment situated thereon, containing 6.7 acres, more or less, and consisting of that part of Sections 17 & 20, T3S, R11E, Washington Parish, Louisiana described as follows:

Commencing at the 1/4 corner common to said Sections 17 & 20; thence along the N & S 1/4 line of Section 20, South 92.54 feet to the Easterly right-of-way line of the Illinois Central Gulf Railroad; thence along said right-of-way on the chord of a curve to the left S 28 degrees - 19'E, 355.6 feet to the point of beginning; thence continuing along a chord of said curve S 30 degrees - 01'E, 123.6 feet; thence S 61 degrees - 39' E, 299.81 feet; thence S 57 degrees - 22' E, 125.2 feet; thence North 881.7 feet; thence N 88 degrees - 37'W, 500.4 feet; thence S 27 degrees - 17'E, 545.4 feet, thence S 62 degrees - 59'W, 202.9 feet to the point of beginning, all as more particularly shown on a plat of survey prepared by Ned R. Wilson, R.L.S., and dated June 19, 1980, a copy of which is attached as Exhibit B to that certain Act of Sale of Immovable Property with Assumption of Indebtedness registered in the records of Washington Parish, La., under C.O.B. 366, entry 127990, by which the Mortgagor acquired this property.

### **CREOLE SUBSTATION SITE.**

**(Cameron Parish)**

(24) A certain tract or parcel of land, together with all improvements, buildings and equipment located thereon,

containing 6.9 acres, more or less, and located in the Parish of Cameron, State of Louisiana and being more particularly described as follows:

Commence at the center of Section 26, Township 14 South, Range 8 West, Cameron Parish, Louisiana, thence West on center Section line 193.0', thence South parallel to and 193.0' West of the North-South center Section line 1237.0' to the North line of State Highway No. 27, thence Northeasterly along said North line 315.0' to 1" G.l. pipe and fence corner, thence North along exist fence 531.0' to 1" G.l. pipe and fence corner, thence West, at right angles to the fence to the South, 100.0' to the Southerly prolongation of a fence to the North, thence North along the Southerly prolongation of an exist fence and along the exist fence 667.0' to the East-West center line of said Section 26, thence West 1.0' to the point of commencement containing 6.9 acres, as per plat recorded with the act of Sale whereby Jefferson Davis Electric Cooperative, Inc. acquired title to said property, Less and Except all mineral rights.

All as acquired by the Mortgagor by act recorded in Cameron Parish June 3, 1986, COB 622 File No. 199982.

#### **CHALKLEY SUBSTATION SITE.**

**(Calcasieu Parish)**

(25) A certain tract or parcel of land, together with all improvements, buildings and equipment located thereon, located in Section 20, Township 10 South, Range 7 West, Calcasieu Parish, Louisiana, and being more particularly described as follows:

Begin at a point which is 30' South of the Northwest corner of said Section 20, which point is the South right-of-way line of said public road, thence South along said Section line 370'; thence East 925'; thence North 60 degrees 20' West 426 feet to the South right-of-way line of said public road; thence West along the South right-of-way line of said public road 708' to point of beginning, containing 6.935 acres, more or less, Less and Except all mineral rights.

All as acquired by the Mortgagor by act recorded in Calcasieu Parish May 27, 1986, File No. 1895473.

## MARION SUBSTATION SITE.

(Union Parish)

(26) A certain tract or parcel of land together with all buildings, improvements and equipment located thereon, located in the Northwest Quarter of the Northeast Quarter (NW/4 of NE/4) of Section 13, Township 22 North, Range 2 East, Union Parish, Louisiana, more particularly described as beginning at a point 177.7 feet West and 704.5 feet North of the Southeast corner of the Northwest Quarter of the Northeast Quarter (NW/4 of NE/4) of said Section 13; thence North 32 degrees 15 minutes West along the West right of way of Louisiana Power & Light Company line 614.8 feet to the South right of way of Louisiana State Highway No. 827; thence South 89 degrees 30 minutes West along said Highway 47 feet; thence South 32 degrees 15 minutes East 229.7 feet; thence South 70 degrees 35 minutes West 408.7 feet; thence South 32 degrees 15 minutes East 400 feet; thence North 70 degrees 35 minutes East 450 feet to the point of beginning, containing 4.233 acres, more or less, as per Map of Survey for Claiborne Electric Cooperative, Inc., prepared by Cecil L. Albritton, Registered Land Surveyor dated June 16, 1975, a copy of which is attached as Exhibit B to that certain Act of Sale of Immovable Property with Assumption of Indebtedness registered in Union Parish, Louisiana in Conveyance Book 680, page 53, by which the Mortgagor acquired this property.

## GILBERT SUBSTATION SITE.

(Franklin Parish)

(27) A certain tract or parcel of land together with all improvements, buildings and equipment located thereon, located in the Northwest Quarter of Section 7, Township 12 North, Range 8 East, Franklin Parish, Louisiana, being described as follows:

Begin at the southwest corner of said Section 7, Township 12 North, Range 8 East, and being located in the center of Louisiana State Highway No. 876, and thence run N 0 degrees 23' E along the centerline of said highway a distance of 3230.2 feet to a point of intersection with the centerline of Louisiana State Highway No. 128; run thence N 68 degrees - 04' E along the centerline of said Louisiana State Highway No. 128 a distance of 664.45 feet to a point of intersection with the western right-of-way boundary of Louisiana Power & Light Co., 115 K.V. Transmission Line; thence run N 16 degrees - 46' W along the

said western boundary of 115 K.V. Transmission Line a distance of 40.16 feet to a point of intersection with the northern right-of-way boundary of Louisiana State Highway No. 128 and the POINT OF BEGINNING; thence run S 68 degrees - 04' W along the northern right-of-way boundary of said Louisiana State Highway No. 128 a distance of 400.0 feet; thence run N 16 degrees - 46' W a distance of 400.0 feet; thence run N 68 degrees - 04' E a distance of 400.0 feet to a point of intersection with the western right-of-way boundary of above-said 115 K.V. Transmission Line; thence run S 16 degrees - 46' E along said western boundary of 115 K.V. Transmission Line a distance of 400.0 feet, back to the POINT OF BEGINNING, containing 3.67 acres, more or less, as shown on a Topographic for Northeast Louisiana Power Co-op, Inc., Gilbert - Fort Necessity Line, Gilbert Station, dated January, 1975, a copy of which is attached as Exhibit B to that certain Act of Sale of Immovable Property with Assumption of Indebtedness registered in Franklin Parish, File No. 246047, by which the Mortgagor acquired this property.

#### **BLACK RIVER SUBSTATION SITE.**

##### **(Catahoula Parish)**

(28) A 1.84 acre tract or parcel of land, together with all buildings, improvements and equipment located thereon, situated in section 37, T7N-R6E, Catahoula Parish, Louisiana and more particularly described as follows:

Commence at N.W. corner of W. H. Griffith survey for Louisiana Power & Light Co. Substation and recorded in the conveyance records of Catahoula Parish, for a POINT OF BEGINNING; run N68 degrees 30'W along the south R/W of Tal Gibson St. a distance of 358.5 feet to a point; thence S24 degrees 40'W a distance of 214.7 feet to a point; thence S65 degrees 26'E a distance of 358.5 feet to a point set on the West boundary of L.P.& L. Substation property; thence N24 degrees 34'E along said west boundary a distance of 233.75 feet to the POINT OF BEGINNING and containing 1.84 acres, all as more fully shown on a Survey of a Certain 3.93 Acre Tract, Section 37, T7N-R6E, Catahoula Parish, Louisiana prepared by James M. Hawkins, Jr., R.L.S., a copy of which is attached as Exhibit B to that certain Act of Sale of Immovable Property and Assumption of Indebtedness registered in Catahoula Parish Conveyance Book 137, Entry 204447, by which the Mortgagor acquired this property.

Less and except the interests in and to the improvements which Concordia Electric Power Cooperative, Inc. retained on a proportionate basis of the dollar amounts of construction of said improvements as set out in the list of equipment set forth in Exhibit A to the aforementioned act of sale.

**ASHLAND SUBSTATION SITE.**

**(Terrebonne Parish)**

(29) A certain tract or parcel of land together with all buildings, improvements and equipment located thereon, located in Section 2, Township 18 South, Range 17 East, and Section 79, Township 18 South, Range 18 East, Terrebonne Parish, Louisiana, and more particularly described as follows:

COMMENCING at a point N 72 degrees 41' 10" W for a distance of 1,035.63 feet from U. S. C. & G. S. "Ashland", said point being an existing 3/4" G.I.P. located on the southeast corner of the property of the South Louisiana Electric Cooperative Association 10.666 acre tract of land, marked "A" on the attached plat and being the point of the beginning:

THENCE, N 79 degrees 39' 37" W for a distance of 1,051.56 feet to a point marked "B";

THENCE, N 8 degrees 56' 10" W for a distance of 285.55 feet to a point marked "C";

THENCE, S 87 degrees 12' 48" E for a distance of 646.93 feet to a point marked "D";

THENCE, S 10 degrees 03' 26" W for a distance of 181.95 feet to a point marked "E";

THENCE, S 79 degrees 44' 19" E for a distance of 214.38 feet to a point marked "F";

THENCE, N 9 degrees 56' 41" E for a distance of 97.44 feet to a point marked "G";

THENCE, S 79 degrees 56' 18" E for a distance of 258.51 feet to a point marked "H";

THENCE, S 3 degrees 44' 42" W for a distance of 273.42 feet to the point of beginning and containing an area of 6.861 acres, all as more fully shown on a map prepared by T. Baker Smith & Son, Inc. dated July 8, 1980 and titled, "South Louisiana Electric Cooperative Association Proposed 6.861 Acre Purchased by G. & T. Cajun Power Co-Op Located in Section 2, T18S-R17E and Section 79, T18S-R18E, Terrebonne Parish, Louisiana", a copy of which is attached as Exhibit B to a certain Act of Sale of Immovable Property with Assumption of Indebtedness registered in Terrebonne Parish Conveyance Book 1085, Entry 796773, by which the Mortgagor acquired this property.

**CHICKASAW SUBSTATION SITE.**

**(West Carroll Parish)**

(30) A tract or parcel of land acquired by Mortgagor by act recorded in West Carroll Parish, COB 144, page 449, June 2, 1986 and described therein as:

Commencing at the Northeast Corner of the SE 1/4 of the SE 1/4 of Section 21, T23N R11E. Thence run south along and with the east boundary line of the SE 1/4 of the SE 1/4 for, a distance of, 1044.8 feet. Thence run S 89° 36' W for, a distance of, 824.9 feet to the point of beginning of the property herein described. Thence continue on a course of S 89° 36' W for, a distance of, 199.8 feet. Thence run S 0° 18' W for, a distance of, 250 feet to a point on the north right-of-way boundary of a parish public road. Thence run N 89° 36' E along and with the north right-of-way boundary of the parish public road for, a distance of, 199.8 feet. Thence run N 0° 18' E along and with a cyclone fence for, a distance of, 250 feet to the point of beginning. Containing 1.146 acres more or less, situated and being in a portion of the S 1/2 of the SE 1/4 of the SE 1/4 of Section 21, T23N, R11E, Parish of West Carroll, State of Louisiana.

**GREENWOOD SUBSTATION SITE.**

**(Terrebonne Parish)**

(31) A certain tract or parcel of land together with all buildings, improvements and equipment located thereon, located in Section 21, Township 17 South, Range 15 East, Terrebonne Parish, Louisiana and more particularly described as follows:

Commencing at the Southeast Corner of Section 116, T-16-S, R-15-E, thence; along the South line of Section 116, South 88 degrees 50' 16" West a distance of 489.80 feet to Point "E-2", being the Point of Beginning, thence along Easterly line of tract South 36 degrees 24' 20" West a distance of 404.53 feet to Point "E-3", thence; North 53 degrees 35' 40" West a distance of 185.60 feet to Point "E-4", thence; South 36 degrees 26' 20" West a distance of 348.58 feet to Point "E-5", thence; North 61 degrees 32' 50" West a distance of 52.42 feet to Point "D-3", thence; North 62 degrees 41' 50" West a distance of 79.15 feet

to Point "D-4", thence; North 65 degrees 12' 50" West a distance of 83.70 feet to Point "C-1", thence along a line parallel to and 50 feet from the centerline of existing L.P. & L. line, North 36 degrees 24' 20" East a distance of 483.71 feet to a Point "F-1", being a point on line between T-16-S, and T-17-S, thence; along said Township line North 88 degrees 50' 16" East a distance of 501.94 feet to the Point of Beginning, said tract "E-2", "E-3", "E-4", "E-5", "D-3", "D-4", "C-1", "F-1", "E-2", containing 4.08 acres all as more clearly shown on map prepared by Carl Heck Engineers, Inc., dated October 4, 1979, with Engineers File No. Tube S-32, a copy of which is attached as Exhibit A to that certain Act of Sale of Immovable Property with Assumption of Indebtedness registered in Terrebonne Parish Conveyance Book 1085, Entry No. 796771, by which the Mortgagor acquired this property.

#### **EAST LEESVILLE SUBSTATION SITE.**

##### **(Vernon Parish)**

(32) That certain tract or parcel of land together with the improvements, buildings and equipment located thereon, situated and located in the Southeast Quarter of the Northeast Quarter of Section 23, Township 2 North, Range 9 West, Vernon Parish, Louisiana, containing 2.40 acres, more or less, being more fully shown on a certificate of survey by A. J. Brouillette, a registered surveyor, dated June 13, 1980, a copy of which is attached as Exhibit B to a certain Act of Sale of Immovable Property with Assumption of Indebtedness registered in Vernon Parish, Conveyance Book 649, page 272, by which the Mortgagor acquired this property, and being more particularly described as follows:

Beginning at a point A on said plat being the purported Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 23, Township 2 North, Range 9 West and from said point run thence South 1 degree 00 minutes East a distance of 448 feet to the point of beginning, being point E on said plat, from said point run thence South 1 degree 00 minutes East a distance of 205 feet to a point B, from point B run thence South 89 degrees 16 minutes West a distance of 509 feet to point C, from point C run thence North 1 degree 00 minutes West a distance of 205 feet to point F, from point F run thence North 89 degrees 16 minutes East a distance of 509 feet to Point E, the point of beginning.

## MOSS BLUFF SUBSTATION SITE.

(Calcasieu Parish)

(33) That certain tract or parcel of land together with all buildings, improvements and equipment located thereon, described as commencing at the Northeast Corner of Section 36, Township 8 South, Range 9 West, Calcasieu Parish, Louisiana; thence South 88 degrees 42' West a distance of 131.2 feet for a point of beginning; thence South 0 degrees 30' East a distance of 195.8 feet; thence South 89 degrees 30' West a distance of 90.0 feet; thence South 0 degrees 30' East a distance of 43.9 feet; thence South 89 degrees 30' West a distance of 142.9 feet; thence South 0 degrees 30' East a distance of 163.5 feet; thence South 89 degrees 30' West a distance of 266.3 feet; thence North 0 degrees 30' West a distance of 400.0 feet; thence North 88 degrees 42' East a distance of 498.8 feet to the point of beginning, containing 3.62 acres, more or less, as per survey plat dated June 23, 1980, a copy of which is attached as Exhibit "B" to a certain Act of Correction registered in Calcasieu Parish 14th Judicial District, file no. 1932100, as acquired by the Mortgagor by the deed referred to in said Act of Correction, as corrected by the Act of Correction.

## V

### SERVITUDES AND RIGHTS OF USE

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, servitudes, 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 including but not limited to the following:

### CHALKLEY-CREOLE 161 KV TRANSMISSION LINE.

(Cameron Parish)

(1) The following rights-of-way or servitudes, together with all improvements constructed or placed thereon by

Jefferson Davis Electric Cooperative, Inc., acquired from Jefferson Davis Electric Cooperative Inc. with land acquired in the Assignment and Act of Sale of Immovable Property with Assumption of Indebtedness registered in Cameron Parish Book 622 File 199982, acquired by Jefferson Davis Electric from the following and recorded under the following file numbers in the office of the Clerk of Court of Cameron Parish, Louisiana to-wit:

<u>Name</u>	<u>File No.</u>
Ethel Elmira Carter	120631
Miami Corporation	128354
Reba Martha Spears, et al.	120630
Betty Marie Hebert Geer, et al.	120839
Reba Martha Spears	120629
Betty Marie Hebert Geer, et al.	120840
The Sweet Lake Land & Oil Co.	121141
Pan American Petroleum Corp.	120841

**CHALKING-CREOLE 161 KV TRANSMISSION LINE.**

**(Calcasieu Parish)**

(2) The following right-of-way or servitudes together with all improvements constructed or placed thereon by Jefferson Davis Electric Cooperative, Inc. acquired from Jefferson Davis Electric Cooperative, Inc. with land acquired in the Assignment and Act of Sale of Immovable Property with Assumption of Indebtedness registered in Calcasieu Parish Office of the Clerk of Court 14th Judicial District, No. 1895473, acquired by Jefferson Davis Electric Cooperative, Inc., then from the following and recorded under the following file numbers in the office of the Clerk of Court of Calcasieu Parish, Louisiana to-wit:

<u>Name</u>	<u>File No.</u>
Farmers Land & Canal Co., Inc.	1245166
Lafayette Helms, et al	1245172
Edmond Helms	1245167
The Sweet Lake Land & Oil Co.	1163677
Natalie Helms	1245173
Walter Helms	1245168
Pan American Petroleum Corp.	1200159
Mrs. Grace Knapp Daughenbaugh	1245170
Mabel Daughenbaugh	1245171
Homer Daughenbaugh	1245169
Midhurst Corp.	1245165
Midhurst Corp.	1152576

**500 KV TRANSMISSION LINES - #745 AND 746.**

**(West Feliciana, Pointe Coupee,  
West Baton Rouge, Iberville Parishes)**

(3) The servitudes and other rights conveyed by Gulf States Utilities Company to Mortgagor by instrument dated December 31, 1981 and registered in COB 223, Entry No. 87 in the Parish of Pointe Coupee and COB 180, Folio 5 in the Parish of West Baton Rouge, and COB 328, Entry No. 180 in the Parish of Iberville, and COB 223, Folio 87 in the Parish of West Feliciana, affecting various properties in those parishes, all as more fully set forth in said instrument.

**GREENSBURG MICROWAVE TOWER SITE.**

**(St. Helena Parish)**

(4a) The servitude, right-of-way, and easement granted pursuant to a Servitude Agreement between Denkmann Associates, a Louisiana partnership, as grantor, and Mortgagor, as grantee, executed by the grantor July 20, 1983, recorded in St. Helena Parish, COB 140, page 162, for the purpose of constructing, maintaining, operating, patrolling (including aerial patrolling), altering, repairing, and removing in whole or part of microwave tower and electrical transmission substation, together with all necessary fixtures, equipment and appurtenances thereto, over upon and across certain land situated in St. Helena Parish, State of Louisiana, described as follows:

A certain tract or parcel of land consisting of six (6) acres, more or less, situated in the SE Quarter of Section 21, Township 2 South, Range 6 East in the Parish of St. Helena, State of Louisiana, and being more particularly described as follows: to-wit:

Commence at a 4 in. x 4 in. concrete monument which marks the Southwest corner of the Southeast Quarter of Section 21, Township 2 South, Range 6 East, thence proceed North 11 degrees 27 minutes 38 seconds East a distance of 576.32 feet to an iron pipe which marks the intersection of the East right-of-way line of the Louisiana Power & Light Company transmission line for the actual POINT OF BEGINNING; thence proceed North 87 degrees 03 minutes 36 seconds East a distance of 900.00

feet to an iron pipe marking the East boundary of the tract being described, marked by an iron pipe; thence proceed North 25 degrees 25 minutes 29 seconds West a distance of 331.36 feet to a point on the South right-of-way limits of a gravel road which point is marked by an iron rod set and marks the Northeast corner of the tract being described; thence proceed along the South right-of-way limits of said gravel road South 82 degrees 09 minutes 23 seconds West a distance of 374.54 feet to a point marked by an iron rod set; from this point proceed along the said South right-of-way limits of the gravel road North 89 degrees 19 minutes 30 seconds West a distance of 476.15 feet to a point marked by an iron rod set; from this point continue along said South right of way limits of the gravel road South 84 degrees 25 minutes 30 seconds West a distance of 49.91 feet to a point marked by an iron rod set, which point also marks the eastern right-of-way limits of the Louisiana Power & Light transmission line with the South right-of-way line of the gravel road; from this point proceed South along the East right-of-way limits of the Louisiana Power & Light transmission line previously described South 25 degrees 25 minutes 30 seconds East, a distance of 326.72 feet to the actual POINT OF BEGINNING.

(4b) A servitude, right-of-way, and easement granted in Servitude Agreement between Mortgagor, as grantee and International Paper Company, as grantor, dated June 30, 1983, recorded in St. Helena Parish, COB 139, Registry No. 050300, for the purpose of constructing, maintaining, operating, patrolling (including aerial patrol), and altering, repairing, renewing, and removing in whole or part a microwave tower and electrical transmission substation together with the necessary fixtures, equipment and appurtenances thereto, over, upon and across land situated in St. Helena Parish, State of Louisiana to wit:

A certain tract or parcel of land consisting of six (6) acres, more or less, situated in the SE/4 of Section 21, Township 2 South, Range 6 East in the Parish of St. Helena, State of Louisiana, and being more particularly described as follows, to-wit:

Commence at a 4 in. x 4 in. concrete monument which marks the Southwest corner of the Southeast Quarter of Section 21, Township 2 South, Range 6 East, thence proceed North 11 degrees 27 minutes 38 seconds East a

distance of 576.32 feet to an iron pipe which marks the intersection of the East right of way line of the Louisiana Power & Light Company transmission line for the actual POINT OF BEGINNING; thence proceed North 87 degrees 03 minutes 36 seconds East a distance of 900.00 feet to an iron pipe marking the East boundary of the tract being described, marked by an iron pipe; thence proceed North 25 degrees 25 minutes 29 seconds West a distance of 331.36 feet to a point on the South right of way limits of a gravel road which point is marked by an iron rod set and marks the Northeast corner of the tract being described; thence proceed along the South right of way limits of said gravel road South 82 degrees 09 minutes 23 seconds West a distance of 374.54 feet to a point marked by an iron rod set; from this point proceed along the said South right of way limits of the gravel road North 89 degrees 19 minutes 30 seconds West a distance of 476.15 feet to a point marked by an iron rod set; from this point continue along said South right of way limits of the gravel road South 84 degrees 25 minutes 30 seconds West a distance of 49.91 feet to a point marked by an iron rod set, which point also marks the eastern right of way limits of the Louisiana Power & Light transmission line with the South right of way line of the gravel road; from this point proceed South along the East right of way limits of the Louisiana Power & Light transmission line previously described South 25 degrees 25 minutes 30 seconds East, a distance of 326.72 feet to the actual POINT OF BEGINNING.

## VI

### COMPONENT PARTS, RIGHTS AND PERSONALTY

(a) **Component Parts and Rights.** All rights, ways, privileges, servitudes, appurtenances, prescriptions and advantages now or hereafter existing in favor of the property described in Parts I through V of this Exhibit B, all component parts of the property described in Parts I through V of this Exhibit B now or hereafter owned by the Mortgagor and located on such property and all component parts of all buildings, improvements, and other constructions now or hereafter owned by the Mortgagor and located on the property described in Parts I through V of this Exhibit B.

**(b) Commercial Movables.** All corporeal movables of the Mortgagor now or hereafter located on the property described in Parts I through V of this Exhibit B and used by the Mortgagor in its business of operating an electric power cooperative. The mortgage created by this subsection affects such corporeal movables to the fullest extent permitted by applicable law.

**(c) Inventory and Masses and Assemblages.** All inventory and stocks of merchandise held by the Mortgagor for retail or wholesale or from manufacture, and all masses and assemblages of (i) all coal, natural gas, oil, nuclear and other fuels and (ii) 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. Such inventory and masses and assemblages shall be such as are located now or hereafter on the immovable property described in Parts I through V of this Exhibit B, are not located on such immovable property but have such immovable property as their base location, or are in transit.

(d) **Nuclear Fuel.** The Mortgagor's undivided thirty (30%) percent interest in and to the River Bend Unit 1 nuclear fuel inventory particularly described on Schedule 2 to this Exhibit B by bundle group and bundle number for nuclear fuel in core and spent nuclear fuel and by pounds of U308 and KgU of converted, enriched and fabricated nuclear fuel in process, including all components thereof and all additions thereto or substitutions or replacements thereof. Each bundle consists of 62 fuel rods and the substances contained therein; two water rods, fuel spacer grids, and upper and lower tie plates, and other components as necessary. Generally, nuclear fuel in core and spent nuclear fuel will be and remain located at, on and or in the boiling water reactor (BWR) nuclear electric generating facility located in the parish of West Feliciana, at or near St. Francisville, Louisiana, known as River Bend Unit 1, located on the immovable property described in Part I of this Exhibit B. The nuclear fuel may from time to time be located at any of the other immovable property described in Parts I through V of Exhibit B hereto, be located away from the immovable property described in Parts I through V of this Exhibit B, but have any such immovable property as its base location, or be in transit.

## VII

### LEASES AND RENTALS

All of the Mortgagor's right, title and interest in and to the rentals, income, profits or other sums due or becoming due under all leases now or hereafter bearing on or against or relating to the property, described in Parts I through V of this Exhibit B, or any part thereof, the assignment hereunder being made to the fullest extent permitted by the Louisiana Assignment of Accounts Receivable Act, and other applicable law; provided, however, that the Mortgagor shall be entitled to continue to receive, and each party to any lease shall be fully protected in rendering to the Mortgagor, all performance owed to the Mortgagor under any such lease, until an event of default shall have occurred and be continuing and either Mortgagee shall have notified such party in writing to render such performance to such Mortgagee.

## VIII

### ACCOUNTS RECEIVABLE

All or any part of any indebtedness of any party, whether now existing or hereafter acquired or created, owing to the Mortgagor in connection with all or any part of the Mortgagor's business that is conducted either wholly or partly in the State of Louisiana, including but not limited to the sale of goods or the performance of services or the leasing of movable or immovable property, the assignment hereunder being made to the fullest extent permitted by the Louisiana Assignment of Accounts Receivable Act, the Louisiana Civil Code, and other applicable law; provided, however, that the Mortgagor shall be entitled to continue to receive and collect, and debtors shall be fully protected in paying to the Mortgagor, all such indebtedness until an event of default shall have occurred and be continuing and either Mortgagee shall have notified a debtor in writing to pay such indebtedness to such Mortgagee.

## IX

### CONTRACTS

All right, title and interest of the Mortgagor in and to the contracts and agreements listed in Schedule 3 to this Exhibit B, as amended or restated from time to time, heretofore or hereafter; provided, however, that the Mortgagor shall be entitled to continue to receive, and each party to any pledged contract shall be fully protected in rendering to the Mortgagor, all performance owed to the Mortgagor under any such contract until an event of default shall have occurred and be continuing and either Mortgagee shall have notified such party in writing to render such performance to such Mortgagee.

## X

### CFC STOCK

All stock in the National Rural Utilities Cooperative Finance Corporation (the "CFC") now owned by Mortgagor, or hereafter acquired by Mortgagor and all interests of Mortgagor in and to all allocated surplus and reserves and other equities in the CFC now or hereafter existing, presently in the amount of \$7,591,459.00 (the "CFC Stock"). Certificates representing the CFC Stock have been or shall be delivered to the Government to be held as Mortgaged Property under the terms of this Mortgage.

Until an event of default shall have occurred and be continuing, the Mortgagor shall have the right to: (i) vote any and all shares of the CFC Stock and give consents, waivers and ratifications in respect thereof, and (ii) receive all patronage and other dividends paid in respect of the CFC Stock. Without the prior written consent of the Mortgagor, neither Mortgagee shall sell, assign, transfer or otherwise dispose of, grant any option with respect to, or mortgage, pledge or otherwise encumber any of the CFC Stock or any interest therein, unless and until a default shall occur in the payment when due of any indebtedness due or to become due by the Mortgagor to either Mortgagee; provided, however, this provision shall not prohibit the sale, assignment or transfer by either Mortgagee of the CFC Stock or any interest therein to a subsequent holder of the

secured obligation(s) to which the CFC Stock relates or pursuant to the terms of any applicable federal law or regulation.

## XI

### NON-LOUISIANA COLLATERAL

(a) **Rail Cars.** Eight hundred and forty-eight (848) hopper cars bearing the designation CEPX and the following Interstate Commerce Commission Registration numbers, respectively:

0100, 0150, 0175, 0200, 0250, 0225, 0275, 0300, 0325, 0350, 1000, 1002 through 1018, inclusive, 1020, 1022 through 1027, inclusive, 1029 through 1078, inclusive, 1080 through 1102, inclusive, 1104 through 1131, inclusive, 1133 through 1135, inclusive, 1138 through 1191, inclusive, 1193 through 1194, inclusive, 1196 through 1217, inclusive, 1219 through 1242, inclusive, 1245 through 1259, inclusive, 1261 through 1278, inclusive, 1280 through 1288, inclusive, 1290 through 1292, inclusive, 1294 through 1299, inclusive, 1301 through 1305, inclusive, 1307 through 1334, inclusive, 1336 through 1352, inclusive, 1354 through 1386, inclusive, 1388 through 1405, inclusive, 1407 through 1444, inclusive, 1446 through 1465, inclusive, 1467, 1469 through 1483, inclusive, 1485, 1487 through 1606, inclusive, 1608, 1610 through 1627, inclusive, 1629 through 1642, inclusive, 1644 through 1648, inclusive, 1650 through 1685, inclusive, 1687 through 1711, inclusive, 1713 through 1731, inclusive, 1733 through 1739, inclusive, 1741 through 1745, inclusive, 1747 through 1814, inclusive, and 1816 through 1877, inclusive.

(b) **Turbine.** All component parts of an eighteen-stage General Electric G-2 design, tandem-compound, opposed flow high pressure-reheat section, four-flow low pressure, steam turbine-generator with 30 inch last stage buckets. The turbine-generator is guaranteed to produce 563, 135 KW when operating at 3600 RPM with initial steam conditions of 2400 PSIG, 1000°F with reheat to 1000°F while exhausting at 3.5 inches of mercury absolute. The generator is rated at 722,000 KVA at 24,000 volts, 60 HZ, and a power factor of 0.9 with 60 PSIG hydrogen pressure. The turbine-generator serial number is 270T138.

The turbine-generator is presently being stored in a disassembled, preserved condition by the General Electric Company at its facilities in Schenectady, New York, Memphis, Tennessee, and Newport News, Virginia.

(c) **St. Louis Facility.** The lease dated February 16, 1981 between Mortgagor and American Commercial Terminals, Inc. affecting certain real property therein described located in the city of St. Louis, Missouri, and the leasehold estate created by such lease, and all interests in property of whatever description located on or used in connection with the property subject to such lease.

#### **XII Deposit Accounts**

All of Mortgagor's rights, title and interest in and to those deposit accounts maintained by Mortgagor listed on Schedule 4 hereto, as that schedule may be amended or restated from time to time.

## **SCHEDULE 1 TO EXHIBIT B**

### **To Restated Mortgage and Security Agreement by Cajun Electric Power Cooperative, Inc.**

#### **(a) Big Cajun I**

1. Contract of Sale and Assignment by Cajun Electric Power Cooperative, Inc. to Pointe Coupee Electric Membership Corporation, dated August 29, 1983, recorded at COB 273, Entry 103 of the records of Pointe Coupee Parish, Louisiana.

#### **(b) Big Cajun II**

1. Sale by Cajun Electric Power Cooperative, Inc. to the State of Louisiana, Department of Transportation and Development, dated February 26, 1979, recorded at COB 162, Entry 211 of the records of Pointe Coupee Parish, Louisiana.
2. Cash Sale by Cajun Electric Power Cooperative, Inc. to H. Chadwick Helm, dated February 13, 1981, recorded at COB 202, Entry 36 of the records of Pointe Coupee Parish, Louisiana.
3. Cash Sale by Cajun Electric Power Cooperative, Inc. to Thomas A. Plauche and Donna Miletello Plauche, dated March 18, 1981, recorded at COB 204, Entry 69 of the records of Pointe Coupee Parish, Louisiana.
4. Cash Sale by Cajun Electric Power Cooperative, Inc. to Gulf States Utilities Company, dated April 22, 1981, recorded at COB 206, Entry 2 of the records of Pointe Coupee Parish, Louisiana.
5. Cash Sale by Cajun Electric Power Cooperative, Inc. to Michael Burleigh, dated May 15, 1981, recorded at COB 207, Entry 155 of the records of Pointe Coupee Parish, Louisiana.
6. Cash Sale by Cajun Electric Power Cooperative, Inc. to Michael Burleigh, dated September 8, 1981, recorded COB 217, folio 177, of the records of Pointe Coupee Parish, Louisiana.
7. Cash Sale by Cajun Electric Power Cooperative, Inc. to David LeJeune, dated November 12, 1981, recorded at COB 220, Entry 178 of the records of Pointe Coupee Parish, Louisiana.
8. Cash Sale by Cajun Electric Power Cooperative, Inc. to Gulf States Utilities Company, dated December 31, 1981, recorded at COB 226, Entry 100 of the records of Pointe Coupee Parish, Louisiana.
9. Cash Sale by Cajun Electric Power Cooperative, Inc. to Gulf States Utilities Company, dated April 30, 1982, recorded at COB 234, Entry 37 of the records of Pointe Coupee Parish, Louisiana.

10. Cash Sale by Cajun Electric Power Cooperative, Inc. to Gulf States Utilities Company, dated June 30, 1982, recorded at COB 236, Entry 161 of the records of Pointe Coupee Parish, Louisiana.
11. Cash Sale by Cajun Electric Power Cooperative, Inc. to Michael Lecompte, dated March 5, 1982, recorded at COB 242, Entry 48 of the records of Pointe Coupee Parish, Louisiana.
12. Cash Sale by Cajun Electric Power Cooperative, Inc. to Gulf States Utilities Company, dated June 10, 1983, recorded at COB 249, Entry 27 of the records of Pointe Coupee Parish, Louisiana.
13. Cash Sale by Cajun Electric Power Cooperative, Inc. to Gulf States Utilities Company, dated July 1, 1981, recorded at COB 212, folio 161, of the records of Pointe Coupee Parish, Louisiana.

SCHEDULE 2 TO EXHIBIT B  
 To Supplemental Mortgage and Security Agreement  
 by Cajun Electric Power Cooperative, Inc.

River Bend Unit 1 Nuclear Fuel Inventory

NUCLEAR FUEL IN CORE

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
1	LYA	560	33	LYH	737
2	LYA	561	34	LYH	738
3	LYA	562	35	LYH	739
4	LYA	563	36	LYH	740
5	LYA	564	37	LYH	741
6	LYA	565	38	LYH	742
7	LYA	566	39	LYH	743
8	LYA	567	40	LYH	744
9	LYA	572	41	LYH	745
10	LYA	573	42	LYH	746
11	LYA	574	43	LYH	747
12	LYA	575	44	LYH	748
13	LYH	717	45	LYH	749
14	LYH	718	46	LYH	750
15	LYH	719	47	LYH	751
16	LYH	720	48	LYH	752
17	LYH	721	49	LYH	753
18	LYH	722	50	LYH	754
19	LYH	723	51	LYH	755
20	LYH	724	52	LYH	756
21	LYH	725	53	LYH	757
22	LYH	726	54	LYH	758
23	LYH	727	55	LYH	759
24	LYH	728	56	LYH	761
25	LYH	729	57	LYH	762
26	LYH	730	58	LYH	763
27	LYH	731	59	LYH	764
28	LYH	732	60	LYH	765
29	LYH	733	61	LYH	766
30	LYH	734	62	LYH	767
31	LYH	735	63	LYH	768
32	LYH	736	64	LYH	769

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

NUCLEAR FUEL IN CORE

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
65	LYH	770	97	LYH	802
66	LYH	771	98	LYH	803
67	LYH	772	99	LYH	804
68	LYH	773	100	LYH	805
69	LYH	774	101	LYH	806
70	LYH	775	102	LYH	807
71	LYH	776	103	LYH	808
72	LYH	777	104	LYH	809
73	LYH	778	105	LYH	810
74	LYH	779	106	LYH	811
75	LYH	780	107	LYH	812
76	LYH	781	108	LYH	813
77	LYH	782	109	LYH	814
78	LYH	783	110	LYH	815
79	LYH	784	111	LYH	816
80	LYH	785	112	LYH	817
81	LYH	786	113	LYH	818
82	LYH	787	114	LYH	819
83	LYH	788	115	LYH	820
84	LYH	789	116	LYH	821
85	LYH	790	117	LYH	822
86	LYH	791	118	LYH	823
87	LYH	792	119	LYH	824
88	LYH	793	120	LYH	825
89	LYH	794	121	LYH	826
90	LYH	795	122	LYH	827
91	LYH	796	123	LYH	828
92	LYH	797	124	LYH	829
93	LYH	798	125	LYH	830
94	LYH	799	126	LYH	831
95	LYH	800	127	LYH	832
96	LYH	801	128	LYH	833

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

NUCLEAR FUEL IN CORE

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
129	LYH	834	161	LYH	867
130	LYH	835	162	LYH	868
131	LYH	836	163	LYH	869
132	LYH	837	164	LYH	870
133	LYH	838	165	LYH	871
134	LYH	839	166	LYH	872
135	LYH	840	167	LYH	873
136	LYH	841	168	LYH	874
137	LYH	842	169	LYH	875
138	LYH	843	170	LYH	876
139	LYH	844	171	LYH	877
140	LYH	846	172	LYH	878
141	LYH	847	173	LYH	879
142	LYH	848	174	LYH	880
143	LYH	849	175	LYP	389
144	LYH	850	176	LYP	390
145	LYH	851	177	LYP	391
146	LYH	852	178	LYP	392
147	LYH	853	179	LYP	393
148	LYH	854	180	LYP	394
149	LYH	855	181	LYP	395
150	LYH	856	182	LYP	396
151	LYH	857	183	LYP	397
152	LYH	858	184	LYP	398
153	LYH	859	185	LYP	399
154	LYH	860	186	LYP	400
155	LYH	861	187	LYP	401
156	LYH	862	188	LYP	402
157	LYH	863	189	LYP	403
158	LYH	864	190	LYP	404
159	LYH	865	191	LYP	405
160	LYH	866	192	LYP	406

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

NUCLEAR FUEL IN CORE

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
193	LYP	407	225	LYP	439
194	LYP	408	226	LYP	440
195	LYP	409	227	LYP	441
196	LYP	410	228	LYP	442
197	LYP	411	229	LYP	443
198	LYP	412	230	LYP	440
199	LYP	413	231	LYP	445
200	LYP	414	232	LYP	446
201	LYP	415	233	LYP	447
202	LYP	416	234	LYP	448
203	LYP	417	235	LYP	449
204	LYP	418	236	LYP	450
205	LYP	419	237	LYP	451
206	LYP	420	238	LYP	452
207	LYP	421	239	LYP	453
208	LYP	422	240	LYP	454
209	LYP	423	241	LYP	455
210	LYP	424	242	LYP	456
211	LYP	425	243	LYP	457
212	LYP	426	244	LYP	458
213	LYP	427	245	LYP	459
214	LYP	428	246	LYP	460
215	LYP	429	247	LYP	461
216	LYP	430	248	LYP	462
217	LYP	431	249	LYP	463
218	LYP	432	250	LYP	464
219	LYP	433	251	LYP	465
220	LYP	434	252	LYP	466
221	LYP	435	253	LYP	467
222	LYP	436	254	LYP	468
223	LYP	437	255	LYP	469
224	LYP	438	256	LYP	470

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

NUCLEAR FUEL IN CORE

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
257	LYP	471	289	LYP	503
258	LYP	472	290	LYP	504
259	LYP	473	291	LYP	505
260	LYP	474	292	LYP	506
261	LYP	475	293	LYP	507
262	LYP	476	294	LYP	508
263	LYP	477	295	LYP	509
264	LYP	478	296	LYP	510
265	LYP	479	297	LYP	511
266	LYP	480	298	LYP	512
267	LYP	481	299	LYP	513
268	LYP	482	300	LYP	514
269	LYP	483	301	LYP	515
270	LYP	484	302	LYP	516
271	LYP	485	303	LYP	517
272	LYP	486	304	LYP	518
273	LYP	487	305	LYP	519
274	LYP	488	306	LYP	520
275	LYP	489	307	LYP	521
276	LYP	490	308	LYP	522
277	LYP	491	309	LYP	523
278	LYP	492	310	LYP	524
279	LYP	493	311	LYP	525
280	LYP	494	312	LYP	526
281	LYP	495	313	LYP	527
282	LYP	496	314	LYP	528
283	LYP	497	315	LYP	529
284	LYP	498	316	LYP	530
285	LYP	499	317	LYP	531
286	LYP	500	318	LYP	532
287	LYP	501	319	LYP	533
288	LYP	502	320	LYP	534

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

NUCLEAR FUEL IN CORE

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
321	LYP	535	353	LYP	567
322	LYP	536	354	LYP	568
323	LYP	537	355	LYP	569
324	LYP	538	356	LYP	570
325	LYP	539	357	LYP	571
326	LYP	540	358	LYP	572
327	LYP	541	359	LYP	573
328	LYP	542	360	LYP	574
329	LYP	543	361	LYP	575
330	LYP	544	362	LYP	576
331	LYP	545	363	LYP	577
332	LYP	546	364	LYP	578
333	LYP	547	365	LYP	579
334	LYP	548	366	LYP	580
335	LYP	549	367	LYP	581
336	LYP	550	368	LYP	582
337	LYP	551	369	LYP	583
338	LYP	552	370	LYP	584
339	LYP	553	371	LYP	585
340	LYP	554	372	LYP	586
341	LYP	555	373	LYP	587
342	LYP	556	374	LYP	588
343	LYP	557	375	LYP	589
344	LYP	558	376	LYP	590
345	LYP	559	377	LYP	591
346	LYP	560	378	LYP	592
347	LYP	561	379	LYP	593
348	LYP	562	380	LYP	594
349	LYP	563	381	LYP	595
350	LYP	564	382	LYP	596
351	LYP	565	383	LYP	597
352	LYP	566	384	LYP	598

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

NUCLEAR FUEL IN CORE

Sequential Number	Bundle Group	Bundle Number	Sequential Number	Bundle Group	Bundle Number
385	LYP	599	417	LYV	175
386	LYP	600	418	LYV	176
387	LYP	601	419	LYV	177
388	LYP	602	420	LYV	178
389	LYP	603	421	LYV	179
390	LYP	604	422	LYV	180
391	LYP	605	423	LYV	181
392	LYP	606	424	LYV	182
393	LYP	607	425	LYV	183
394	LYP	608	426	LYV	184
395	LYP	609	427	LYV	185
396	LYP	610	428	LYV	186
397	LYP	611	429	LYV	187
398	LYP	612	430	LYV	188
399	LYV	157	431	LYV	189
400	LYV	158	432	LYV	190
401	LYV	159	433	LYV	191
402	LYV	160	434	LYV	192
403	LYV	161	435	LYV	193
404	LYV	162	436	LYV	194
405	LYV	163	437	LYV	195
406	LYV	164	438	LYV	196
407	LYV	165	439	LYV	197
408	LYV	166	440	LYV	198
409	LYV	167	441	LYV	199
410	LYV	168	442	LYV	200
411	LYV	169	443	LYV	201
412	LYV	170	444	LYV	202
413	LYV	171	445	LYV	203
414	LYV	172	446	LYV	204
415	LYV	173	447	LYV	205
416	LYV	174	448	LYV	206

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

NUCLEAR FUEL IN CORE

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
449	LYV	207	481	LYV	239
450	LYV	208	482	LYV	240
451	LYV	209	483	LYV	241
452	LYV	210	484	LYV	242
453	LYV	211	485	LYV	243
454	LYV	212	486	LYV	244
455	LYV	213	487	LYV	245
456	LYV	214	488	LYV	246
457	LYV	215	489	LYV	247
458	LYV	216	490	LYV	248
459	LYV	217	491	LYV	249
460	LYV	218	492	LYV	250
461	LYV	219	493	LYV	251
462	LYV	220	494	LYV	252
463	LYV	221	495	LYV	253
464	LYV	222	496	LYV	254
465	LYV	223	497	LYV	255
466	LYV	224	498	LYV	256
467	LYV	225	499	LYV	257
468	LYV	226	500	LYV	258
469	LYV	227	501	LYV	259
470	LYV	228	502	LYV	260
471	LYV	229	503	LYV	261
472	LYV	230	504	LYV	262
473	LYV	231	505	LYV	263
474	LYV	232	506	LYV	264
475	LYV	233	507	LYV	265
476	LYV	234	508	LYV	266
477	LYV	235	509	LYV	267
478	LYV	236	510	LYV	268
479	LYV	237	510	LYV	269
480	LYV	238	512	LYV	270

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

NUCLEAR FUEL IN CORE

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
513	LYV	271	545	LYV	303
514	LYV	272	546	LYV	304
515	LYV	273	547	LYV	305
516	LYV	274	548	LYV	306
517	LYV	275	549	LYV	307
518	LYV	276	550	LYV	308
519	LYV	277	551	LYV	309
520	LYV	278	552	LYV	310
521	LYV	279	553	LYV	311
522	LYV	280	554	LYV	312
523	LYV	281	555	LYV	313
524	LYV	282	556	LYV	314
525	LYV	283	557	LYV	315
526	LYV	284	558	LYV	316
527	LYV	285	559	LYV	317
528	LYV	286	560	LYV	318
529	LYV	287	561	LYV	319
530	LYV	288	562	LYV	320
531	LYV	289	563	LYV	321
532	LYV	290	564	LYV	322
533	LYV	291	565	LYV	323
534	LYV	292	566	LYV	324
535	LYV	293	567	LYV	325
536	LYV	294	568	LYV	326
537	LYV	295	569	LYV	327
538	LYV	296	570	LYV	328
539	LYV	297	571	LYV	329
540	LYV	298	572	LYV	330
541	LYV	299	573	LYV	331
542	LYV	300	574	LYV	332
543	LYV	301	575	LY9	664
544	LYV	302	576	LY9	665

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

NUCLEAR FUEL IN CORE

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
577	LY9	666	609	LY9	876
578	LY9	667	610	LY9	877
579	LY9	684	611	LY9	878
580	LY9	685	612	LY9	879
581	LY9	686	613	LY9	884
582	LY9	687	614	LY9	885
583	LY9	784	615	LY9	886
584	LY9	785	616	LY9	887
585	LY9	786	617	LY9	892
586	LY9	787	618	LY9	893
587	LY9	800	619	LY9	894
588	LY9	801	620	LY9	895
589	LY9	802	621	LY9	900
590	LY9	803	622	LY9	901
591	LY9	828	623	LY9	902
592	LY9	829	624	LY9	903
593	LY9	830			
594	LY9	831			
595	LY9	844			
596	LY9	845			
597	LY9	846			
598	LY9	847			
599	LY9	850			
600	LY9	851			
601	LY9	860			
602	LY9	861			
603	LY9	862			
604	LY9	863			
605	LY9	864			
606	LY9	865			
607	LY9	866			
608	LY9	867			

SCHEDULE 2 TO EXHIBIT B  
 To Supplemental Mortgage and Security Agreement  
 by Cajun Electric Power Cooperative, Inc.

River Bend Unit 1 Nuclear Fuel Inventory

SPENT NUCLEAR FUEL

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
1	LYA	536	33	LY9	344
2	LYA	537	34	LY9	345
3	LYA	538	35	LY9	346
4	LYA	539	36	LY9	347
5	LYA	540	37	LY9	348
6	LYA	541	38	LY9	349
7	LYA	542	39	LY9	350
8	LYA	543	40	LY9	351
9	LYA	544	41	LY9	352
10	LYA	545	42	LY9	353
11	LYA	546	43	LY9	354
13	LYA	547	44	LY9	355
13	LYA	548	45	LY9	356
14	LYA	549	46	LY9	357
15	LYA	550	47	LY9	358
16	LYA	551	48	LY9	359
17	LYA	552	49	LY9	360
18	LYA	553	50	LY9	361
19	LYA	554	51	LY9	362
20	LYA	555	52	LY9	363
21	LYA	556	53	LY9	364
22	LYA	557	54	LY9	365
23	LYA	558	55	LY9	366
24	LYA	559	56	LY9	367
25	LYA	568	57	LY9	368
26	LYA	569	58	LY9	369
27	LYA	570	59	LY9	370
28	LYA	571	60	LY9	371
29	LY9	340	61	LY9	372
30	LY9	341	62	LY9	373
31	LY9	342	63	LY9	374
32	LY9	343	64	LY9	375

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

River Bend Unit 1 Nuclear Fuel Inventory

SPENT NUCLEAR FUEL

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
65	LY9	376	97	LY9	408
66	LY9	377	98	LY9	409
67	LY9	378	99	LY9	410
68	LY9	379	100	LY9	411
69	LY9	380	101	LY9	412
70	LY9	381	102	LY9	413
71	LY9	382	103	LY9	414
72	LY9	383	104	LY9	415
73	LY9	384	105	LY9	416
74	LY9	385	106	LY9	417
75	LY9	386	107	LY9	418
76	LY9	387	108	LY9	419
77	LY9	388	109	LY9	420
78	LY9	389	110	LY9	421
79	LY9	390	111	LY9	422
80	LY9	391	112	LY9	423
81	LY9	392	113	LY9	424
82	LY9	393	114	LY9	425
83	LY9	394	115	LY9	426
84	LY9	395	116	LY9	427
85	LY9	396	117	LY9	428
86	LY9	397	118	LY9	429
87	LY9	398	119	LY9	430
88	LY9	399	120	LY9	431
89	LY9	400	121	LY9	432
90	LY9	401	122	LY9	433
91	LY9	402	123	LY9	434
92	LY9	403	124	LY9	435
93	LY9	404	125	LY9	436
94	LY9	405	126	LY9	437
95	LY9	406	127	LY9	438
96	LY9	407	128	LY9	439

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

River Bend Unit 1 Nuclear Fuel Inventory

SPENT NUCLEAR FUEL

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
129	LY9	440	161	LY9	472
130	LY9	441	162	LY9	473
131	LY9	442	163	LY9	474
132	LY9	443	164	LY9	475
133	LY9	444	165	LY9	476
134	LY9	445	166	Ly9	477
135	LY9	446	167	LY9	478
136	LY9	447	168	LY9	479
137	LY9	448	169	LY9	480
138	LY9	449	170	LY9	481
139	LY9	450	171	LY9	482
140	LY9	451	172	LY9	483
141	LY9	452	173	LY9	484
142	LY9	453	174	LY9	485
143	LY9	454	175	LY9	486
144	LY9	455	176	LY9	487
145	LY9	456	177	LY9	488
146	LY9	457	178	LY9	489
147	LY9	458	179	LY9	490
148	LY9	459	180	LY9	491
149	LY9	460	181	LY9	492
150	LY9	461	182	LY9	493
151	LY9	462	183	LY9	494
152	LY9	463	184	LY9	495
153	LY9	464	185	LY9	496
154	LY9	465	186	LY9	497
155	LY9	466	187	LY9	498
156	LY9	467	188	LY9	499
157	LY9	468	189	LY9	500
158	LY9	469	190	LY9	501
159	LY9	470	191	LY9	502
160	LY9	471	192	LY9	503

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

River Bend Unit 1 Nuclear Fuel Inventory

SPENT NUCLEAR FUEL

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
193	LY9	504	225	LY9	536
194	LY9	505	226	LY9	537
195	LY9	506	227	LY9	538
196	LY9	507	228	LY9	539
197	LY9	508	229	LY9	540
198	LY9	509	230	LY9	541
199	LY9	510	231	LY9	542
200	LY9	511	232	LY9	543
201	LY9	512	233	LY9	544
202	LY9	513	234	LY9	545
203	LY9	514	235	LY9	546
204	LY9	515	236	LY9	547
205	LY9	516	237	LY9	548
206	LY9	517	238	LY9	549
207	LY9	518	239	LY9	550
208	LY9	519	240	LY9	551
209	LY9	520	241	LY9	552
210	LY9	521	242	LY9	553
211	LY9	522	243	LY9	554
212	LY9	523	244	LY9	555
213	LY9	524	245	LY9	556
214	LY9	525	246	LY9	557
215	LY9	526	247	LY9	558
216	LY9	527	248	LY9	559
217	LY9	528	249	LY9	560
218	LY9	529	250	LY9	561
219	LY9	530	251	LY9	562
220	LY9	531	252	LY9	563
221	LY9	532	253	LY9	564
222	LY9	533	254	LY9	565
223	LY9	534	255	LY9	566
224	LY9	535	256	LY9	567

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

River Bend Unit 1 Nuclear Fuel Inventory

SPENT NUCLEAR FUEL

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
257	LY9	568	289	LY9	600
258	LY9	569	290	LY9	601
259	LY9	570	291	LY9	602
260	LY9	571	292	LY9	603
261	LY9	572	293	LY9	604
262	LY9	573	294	LY9	605
263	LY9	574	295	LY9	606
264	LY9	575	296	LY9	607
265	LY9	576	297	LY9	608
266	LY9	577	298	LY9	609
267	LY9	578	299	LY9	610
268	LY9	579	300	LY9	611
269	LY9	580	301	LY9	612
270	LY9	581	302	LY9	613
271	LY9	582	303	LY9	614
272	LY9	583	304	LY9	615
273	LY9	584	305	LY9	616
274	LY9	585	306	LY9	617
275	LY9	586	307	LY9	618
276	LY9	587	308	LY9	619
277	LY9	588	309	LY9	620
278	LY9	589	310	LY9	621
279	LY9	590	311	LY9	622
280	LY9	591	312	LY9	623
281	LY9	592	313	LY9	624
282	LY9	593	314	LY9	625
283	LY9	594	315	LY9	626
284	LY9	595	316	LY9	627
285	LY9	596	317	LY9	628
286	LY9	597	318	LY9	629
287	LY9	598	319	LY9	630
288	LY9	599	320	LY9	631

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

River Bend Unit 1 Nuclear Fuel Inventory

SPENT NUCLEAR FUEL

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
321	LY9	632	353	LY9	668
322	LY9	633	354	LY9	669
323	LY9	634	355	LY9	670
324	LY9	635	356	LY9	671
325	LY9	636	357	LY9	672
326	LY9	637	358	LY9	673
327	LY9	638	359	LY9	674
328	LY9	639	360	LY9	675
329	LY9	640	361	LY9	676
330	LY9	641	362	LY9	677
331	LY9	642	363	LY9	678
332	LY9	643	364	LY9	679
333	LY9	644	365	LY9	680
334	LY9	645	366	LY9	681
335	LY9	646	367	LY9	682
336	LY9	647	368	LY9	683
337	LY9	648	369	LY9	688
338	LY9	649	370	LY9	689
339	LY9	650	371	LY9	690
340	LY9	651	372	LY9	691
341	LY9	652	373	LY9	692
342	LY9	653	374	LY9	693
343	LY9	654	375	LY9	694
344	LY9	655	376	LY9	695
345	LY9	656	377	LY9	696
346	LY9	657	378	LY9	697
347	LY9	658	379	LY9	698
348	LY9	659	380	LY9	699
349	LY9	660	381	LY9	700
350	LY9	661	382	LY9	701
351	LY9	662	383	LY9	702
352	LY9	663	384	LY9	703

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

River Bend Unit 1 Nuclear Fuel Inventory

SPENT NUCLEAR FUEL

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
385	LY9	704	417	LY9	736
386	LY9	705	418	LY9	737
387	LY9	706	419	LY9	738
388	LY9	707	420	LY9	739
389	LY9	708	421	LY9	740
390	LY9	709	422	LY9	741
391	LY9	710	423	LY9	742
392	LY9	711	424	LY9	743
393	LY9	712	425	LY9	744
394	LY9	713	426	LY9	745
395	LY9	714	427	LY9	746
396	LY9	715	428	LY9	747
397	LY9	716	429	LY9	748
398	LY9	717	430	LY9	749
399	LY9	718	431	LY9	750
400	LY9	719	432	LY9	751
401	LY9	720	433	LY9	752
402	LY9	721	434	LY9	753
403	LY9	722	435	LY9	754
404	LY9	723	436	LY9	755
405	LY9	724	437	LY9	756
406	LY9	725	438	LY9	757
407	LY9	726	439	LY9	758
408	LY9	727	440	LY9	759
409	LY9	728	441	LY9	760
410	LY9	729	442	LY9	761
411	LY9	730	443	LY9	762
412	LY9	731	444	LY9	763
413	LY9	732	445	LY9	764
414	LY9	733	446	LY9	765
415	LY9	734	447	LY9	766
416	LY9	735	448	LY9	767

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

River Bend Unit 1 Nuclear Fuel Inventory

SPENT NUCLEAR FUEL

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
449	LY9	768	481	LY9	808
450	LY9	769	482	LY9	809
451	LY9	770	483	LY9	810
452	LY9	771	484	LY9	811
453	LY9	772	485	LY9	812
454	LY9	773	486	LY9	813
455	LY9	774	487	LY9	814
456	LY9	775	488	LY9	815
457	LY9	776	489	LY9	816
458	LY9	777	490	LY9	817
459	LY9	778	491	LY9	818
460	LY9	779	492	LY9	819
461	LY9	780	493	LY9	820
462	LY9	781	494	LY9	821
463	LY9	782	495	LY9	822
464	LY9	783	496	LY9	823
465	LY9	788	497	LY9	824
466	LY9	789	498	LY9	825
467	LY9	790	499	LY9	826
468	LY9	791	500	LY9	827
469	LY9	792	501	LY9	832
470	LY9	793	502	LY9	833
471	LY9	794	503	LY9	834
472	LY9	795	504	LY9	835
473	LY9	796	505	LY9	836
474	LY9	797	506	LY9	837
475	LY9	798	507	LY9	838
476	LY9	799	508	LY9	839
477	LY9	804	509	LY9	840
478	LY9	805	510	LY9	841
479	LY9	806	511	LY9	842
480	LY9	807	512	LY9	843

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

River Bend Unit 1 Nuclear Fuel Inventory

SPENT NUCLEAR FUEL

<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>	<u>Sequential Number</u>	<u>Bundle Group</u>	<u>Bundle Number</u>
513	LY9	848	545	LY9	904
514	LY9	849	546	LY9	905
515	LYH	760	547	LY9	906
516	LYH	845	548	LY9	907
517	LY9	852	549	LY9	908
518	LY9	853	550	LY9	909
519	LY9	854	551	LY9	910
520	LY9	855	552	LY9	911
521	LY9	856	553	LY9	912
522	LY9	857	554	LY9	913
523	LY9	858	555	LY9	914
524	LY9	859	556	LY9	915
525	LY9	868	557	LY9	916
526	LY9	869	558	LY9	917
527	LY9	870	559	LY9	918
528	LY9	871	560	LY9	919
529	LY9	872	561	LY9	920
530	LY9	873	562	LY9	921
531	LY9	874	563	LY9	922
532	LY9	875	564	LY9	923
533	LY9	880			
534	LY9	881			
535	LY9	882			
536	LY9	883			
537	LY9	888			
538	LY9	889			
539	LY9	890			
540	LY9	891			
541	LY9	896			
542	LY9	897			
543	LY9	898			
544	LY9	899			

SCHEDULE 2 TO EXHIBIT B  
(Cont'd)

River Bend Unit I Nuclear Fuel Inventory

NUCLEAR FUEL IN PROCESS

U308	0.000	lbs
Conversion	187,814.325	KgU
Enrichment	13,505.993	KgU
Fabrication	0.000	KgU

## **SCHEDULE 3 TO EXHIBIT B**

To Supplement to Supplemental Mortgage  
and Security Agreement  
by Cajun Electric Power Cooperative, Inc.

### **Contracts**

#### **i. MEMBER CONTRACTS**

- 1.1 Superseding Wholesale Power Contract dated July 20, 1976, between the Mortgagor and Bossier Rural Electric Membership Corporation as previously amended and as amended by the Amendment to Superseding Wholesale Power Contract dated as of July 13, 1990 by and among Cajun, Bossier Rural Electric Membership Corporation, and the Government.
- 1.2 Superseding Wholesale Power Contract dated September 7, 1976, between the Mortgagor and South Louisiana Electric Cooperative Association as previously amended and as amended by the Amendment to Superseding Wholesale Power Contract dated as of June 4, 1990 by and among Cajun, South Louisiana Electric Cooperative Association, and the Government.
- 1.3 Superseding Wholesale Power Contract dated September 9, 1976, between the Mortgagor and Washington-St. Tammany Electric Cooperative, Inc.
- 1.4 Superseding Wholesale Power Contract dated September 15, 1976, between the Mortgagor and Valley Electric Membership Corporation.
- 1.5 Superseding Wholesale Power Contract dated September 16, 1976, between the Mortgagor and Pointe Coupee Electric Membership Corporation as previously amended.
- 1.6 Superseding Wholesale Power Contract dated September 20, 1976, between the Mortgagor and Dixie Electric Membership Corporation as previously amended and as amended by the Amendment to Superseding Wholesale Power Contract dated as of June 29, 1990 by and among Cajun, Dixie Electric Membership Corporation, and the Government.
- 1.7 Superseding Wholesale Power Contract dated September 21, 1976, between the Mortgagor and Claiborne Electric Cooperative, Inc.

- 1.8 Superseding Wholesale Power Contract dated September 22, 1976, between the Mortgagor and Jefferson Davis Electric Cooperative, Inc. as previously amended and as amended by the Amendment to Superseding Wholesale Power Contract dated as of June 21, 1990 by and among Cajun, Jefferson Davis Electric Cooperative, Inc., and the Government.
- 1.9 Superseding Wholesale Power Contract dated October 21, 1976, between the Mortgagor and Teche Electric Cooperative, Inc. as previously amended and as amended by the Amendment to Superseding Wholesale Power Contract dated as of June 13, 1990 by and among Cajun, Teche Electric Cooperative, Inc., and the Government.
- 1.10 Superseding Wholesale Power Contract dated November 2, 1976, between the Mortgagor and Beauregard Electric Cooperative, Inc. as previously amended and as amended by the Amendment to Superseding Wholesale Power Contract dated as of June 11, 1990 by and among Cajun, Beauregard Electric Membership Corporation, Inc., and the Government.
- 1.11 Superseding Wholesale Power Contract dated November 16, 1976, between the Mortgagor and Northeast Louisiana Power Cooperative, Inc. as previously amended and as amended by the Amendment to Superseding Wholesale Power Contract dated as of November 28, 1990 by and among Cajun, Northeast Louisiana Power Cooperative, Inc., and the Government.
- 1.12 Superseding Wholesale Power Contract dated November 17, 1976, between the Mortgagor and Concordia Electric Cooperative, Inc. as previously amended and as amended by the Amendment to Superseding Wholesale Power Contract dated as of November 28, 1990, by and among Cajun, Concordia Electric Cooperative, Inc., and the Government.
- 1.13 Superseding Wholesale Power Contract dated December 1, 1976, between the Mortgagor and Southwest Louisiana Electric Membership Corporation as previously amended.

## **II. TRANSPORTATION CONTRACTS**

- 2.1 Coal Transportation Agreement dated October 28, 1983 through Amendment dated May 2, 1990 between Burlington Northern Railroad Company and the Mortgagor.
- 2.2 Revised and Restated Coal Transportation Agreement dated September 27, 1984 through Supplement to Amendment No. 5 dated March 1, 1990, effective January 1, 1984, between American Commercial Terminals, Inc. and the Mortgagor.
- 2.3 Coal Transportation Agreement (eastern coal) dated January 4, 1983, between the Mortgagor and American Commercial Terminals, Inc.

## **III. FUEL PURCHASE CONTRACTS**

- 3.1 Superseding Coal Purchase Contract dated September 22, 1980, between Western Fuels Association and the Mortgagor.
- 3.2 Guaranty Agreement dated July 25, 1985 among Mortgagor, Triton Coal Company and Western Fuels Association, Inc. relating to a Contract for Sale and Purchase of Coal dated September 29, 1978, as amended and restated effective July 25, 1985, between Triton Coal Company and Western Fuels Association., Inc.
- 3.3 Gas Sales and Purchase Contract dated January 29, 1987, between the Mortgagor and Bridgeline Gas Distribution Company.

## **IV. POWER INTERCONNECTION AGREEMENTS**

- 4.1 Power Interconnection Agreement dated April 27, 1976, between the Mortgagor and Central Louisiana Electric Company.
- 4.2 Power Interconnection Agreement dated May 25, 1976, between the Mortgagor and Louisiana Power and Light Company, as amended on October 2, 1988.
- 4.3 Power Interconnection Agreement dated June 26, 1978, between the Mortgagor and Gulf States Utilities Company ("GSU") for the Mortgagor's Electric Generating Plants (Big Cajun No. 1 and Big Cajun No. 2), as amended by Amendment No. 1 dated October 5, 1979, Amendment No. 2 dated December 17, 1980, and Amendment No. 3 dated April 20, 1983.

- 4.4 Power Interconnection Agreement between the Mortgagor and Southwestern Electric Power Company, dated January 1, 1988.

**V. JOINT OWNERSHIP AGREEMENTS**

- 5.1 Joint Ownership Participation and Operating Agreement, Big Cajun No. 2, Unit 3, between the Mortgagor and Gulf States Utilities Company dated November 14, 1980, as amended.
- 5.2 Joint Ownership Participation and Operating Agreement River Bend Unit 1 Nuclear Plant between the Mortgagor and Gulf States Utilities Company dated August 28, 1979, as amended by Amendment No. 1 dated November 3, 1980, Amendment No. 2 dated December 15, 1980 and a letter agreement (sell-back agreement) dated September 2, 1986.
- 5.3 Cost of Funds Agreement between Mortgagor and GSU dated December 9, 1988.

**VI. FINANCING AGREEMENTS**

- 6.1 Safe Harbor Lease dated June 30, 1983 between the Mortgagor and Clorox.
- 6.2 Safe Harbor Lease dated July 7, 1983 between the Mortgagor and Kodak.
- 6.3 Letter of Credit and Reimbursement Agreement dated June 30, 1983 between Mortgagor and the Bank.
- 6.4 Letter of Credit and Reimbursement Agreement dated July 7, 1983 between Mortgagor and the Bank.
- 6.5 Amendment to Letter of Credit and Reimbursement Agreement dated January 31, 1984 between the Mortgagor and the Bank.
- 6.6 Amendment to Letter of Credit and Reimbursement Agreement dated May 16, 1988 between the Mortgagor and the Bank.
- 6.7 Letter Agreement among the Mortgagor, the Rural Electrification Administration and Citibank, N.A. dated June 19, 1989.

## **VII. POWER SALES AGREEMENTS**

- 7.1 Power Sales Agreement dated December 23, 1983, between the Mortgagor and the United States of America (S.P.A.), as amended by instrument dated July 11, 1985.
- 7.2 Capacity & Energy Purchase & Sale Agreement dated June 1988 between Mortgagor and South Mississippi Electric Power Association.
- 7.3 Capacity & Energy Purchase & Sale Agreement II between Mortgagor and South Mississippi Electric Power Association dated February 1, 1989.
- 7.4 Reserve Capacity Agreement between Mortgagor and South Mississippi Electric Power Association dated June 1, 1990.
- 7.5 Unit Power & Firm Sale Agreement between Sam Rayburn G&T and Mortgagor dated June 16, 1988.
- 7.6 Letter Agreement dated September 7, 1988 between TVA and Mortgagor.

## **VIII. EQUIPMENT CONTRACTS**

- 8.1 Contract for Condensate Pumps dated March 26, 1979, between the Mortgagor and Byron Jackson Pump Division, Borg-Warner Corporation.
- 8.2 Contract for Emergency Diesel Generator dated October 25, 1982, between the Mortgagor and W. A. Kraft Corporation.
- 8.3 Contract for Air Compressors dated October 26, 1981, between the Mortgagor and Ingersoll-Rand Company.
- 8.4 Contract for Steam Turbine Generator dated September 17, 1979, between the Mortgagor and General Electric Company.
- 8.5 Contract for Condensate Polisher dated November 3, 1980, between the Mortgagor and LA Water Treatment Corporation.
- 8.6 Contract for Axial Draft Equipment between the Mortgagor and T. L. Babcock.
- 8.7 Contract for Steel Circulating Water Pipe dated June 28, 1982, between the Mortgagor and Price Brothers Company.

## **IX. CONSTRUCTION CONTRACTS**

- 9.1 Construction contract for Steam Generators Nos. 1 and 2 dated September 23, 1975, between the Mortgagor and Riley Stoker Corporation.
- 9.2 Construction Contract for Additional Coal Handling Facilities Phase II dated November 28, 1983, between the Mortgagor and Continental Conveyor & Equipment Company, Inc.
- 9.3 Construction Contract for Steam Generators dated August 29, 1979, between the Mortgagor and Combustion Engineering, Inc.

## **X. INTERCHANGE AGREEMENTS**

- 10.1 Interchange Agreement between Mississippi Power & Light Company and Mortgagor dated December 1989.
- 10.2 Interchange Agreement between Municipal Energy Agency of Mississippi and Mortgagor dated January 1990.
- 10.3 Interchange Agreement between Southern Illinois Power Cooperative and Mortgagor dated March 1989.
- 10.4 Interchange Agreement between Arkansas Electric Cooperative Corporation and Mortgagor dated January 1990.
- 10.5 Interchange Agreement between Alabama Electric Power Cooperative, Inc. and Mortgagor dated May 1988.
- 10.5 Interchange Agreement between South Mississippi Electric Power Association and Mortgagor dated July 5, 1988.
- 10.7 Interchange Agreement between Cajun and City of Lafayette dated May 23, 1983.
- 10.8 Interchange Agreement between Mortgagor and Florida Municipal Power Agency dated October 6, 1988.
- 10.9 Interchange Agreement between Seminole Electric and Mortgagor dated November 9, 1988.
- 10.10 Contract for Interchange Services between Jacksonville Electric Authority and Mortgagor dated November 1989.

## **XI. PURCHASE/SALES AGREEMENTS**

- 11.1 Excess Capacity & Energy Purchase & Sales Agreement between City of Sikeston and Mortgagor dated March 1, 1989.
- 11.2 Contract for Purchase of Economic Energy by Florida Power & Light from Mortgagor dated October 14, 1988.
- 11.3 Contract for Purchase of Economic Energy by Jacksonville Electric Authority dated November 1, 1988.
- 11.4 Energy Purchase & Sale Agreement - Amended and Restated between Southern Company & Mortgagor dated March 31, 1989.

**Xii. MISCELLANEOUS**

- 12.1 Meter Reading Agreement between CLECO and CAJUN dated February 9, 1990.
- 12.2 Operating Agreement dated July 27, 1981, between the Mortgagor and Southwest Louisiana Electric Membership Corporation.
- 12.3 Letter Agreement between GSU and Mortgagor for Maintenance on the 500kV lines dated December 31, 1981, extended March 1982, indefinitely.
- 12.4 Facility Charge Agreement (Krotz Springs) between CAJUN and SLEMCO dated June 1983.
- 12.5 Maintenance Contract between Cajun and Pointe Coupee Electric dated March 1986.
- 12.6 Maintenance Contract between Cajun and Beauregard Electric dated April 1986.
- 12.7 Maintenance Contract between Cajun and Claiborne Electric dated April 1986.
- 12.8 Maintenance Contract between Cajun and Concordia Electric dated April 1986.
- 12.9 Maintenance Contract between Cajun and Jefferson Davis Electric dated April 1986.
- 12.10 Maintenance Contract between Cajun and Northeast Electric dated April 1986.
- 12.11 Maintenance Contract between Cajun and SLECA dated April 1986.

- 12.12 Maintenance Contract between Cajun and Valley Electric dated April 1986.
- 12.13 Maintenance Contract between Cajun and Washington-St. Tammany dated April 1986.
- 12.14 Maintenance Agreement on Breakers (Plaisance Meter Point) between CAJUN and SLEMCO dated June 1986.
- 12.15 Maintenance Contract between Cajun and Teche Electric dated June 1987.
- 12.16 Agreement regarding Cajun Access to 500kV Transmission line between McKnight and Plant Daniel between GSU and Mortgagor dated July 1988.
- 12.17 Supplemental Maintenance Contract dated August 17, 1988, between the Mortgagor and International Maintenance Corporation.
- 12.18 Letter Agreement between Mississippi Power & Light and Mortgagor dated December 20, 1988.
- 12.19 Agreement between Mortgagor (Operations Center) and Local No. 767, International Brotherhood of Electrical Workers AFL-CIO-CLS. This agreement was signed on January 18, 1989. The effective date is 7:01 a.m. December 1, 1988 through 7:00 a.m. December 1, 1991.
- 12.20 Agreement between Mortgagor (Big Cajun No. 1) and Local No. 767, International Brotherhood of Electrical Workers AFL-CIO-CLS. This agreement was signed April 1, 1989. The effective date is 7:01 a.m. April 1, 1989 through 7:00 a.m. April 1, 1992.
- 12.21 Agreement between Mortgagor (Big Cajun No. 2) and Local No. 9059, United Steelworkers of America AFL-CIO-CLC. This agreement was signed July 19, 1989. The effective date is 7:01 a.m. April 1, 1989 through 7:00 a.m. April 1, 1992.
- 12.22 Transmission Agreement between CAJUN and SWEPCO dated May 31, 1989.
- 12.23 Maintenance Contract between Mortgagor and SLEMCO (Hebert Substation) dated February 1990.

SCHEDULE 4 TO EXHIBIT B  
TO SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT  
By Cajun Electric Power Cooperative, Inc.

DEPOSIT ACCOUNTS

BOATMEN'S NATIONAL BANK (THE)  
8217 North Broadway  
St. Louis, MO 63147

Account Number: 55-01-01-02-67-04

CITIZENS AND SOUTHERN NATIONAL BANK, (THE)  
P. O. Box 4899  
Atlanta, GA 30302-4899

No Account Open

FIRST BOSTON CORPORATION  
2200 Ross Avenue  
3100 Texas Commerce Tower  
Dallas, TX 75201

Account Number: D4845

FIRST NATIONAL BANK OF COMMERCE  
P. O. BOX 60279  
New Orleans, LA 70160

Account Number: None Required

GMAC  
U.S. Borrowing Department  
P. O, Box 9001  
Detroit, MI 48202-9001

Account Number: 754726

GOLDMAN SACHS & COMPANY  
4900 Sears Tower  
Chicago, IL 60606

Account Number: 020-03164-7-822

GUARANTY BANK AND TRUST COMPANY  
P. O. Box 10  
New Roads, LA 70760

Account Number: 01-0630-5

HIBERNIA NATIONAL BANK  
Baton Rouge: P. O. Drawer 3597  
Baton Rouge, LA 70821

Account Number: 8700-6-425  
Account Number: 0079-550001612

New Orleans: P. O. Box 61540  
New Orleans, LA 70161

Account Number: 320054819  
Account Number: 320055108

KIDDER PEABODY & COMPANY, INC,  
20 Exchange Place  
New York, NY 10005

Account Number: 10E-4A002-144

MANUFACTURERS HANOVER TRUST CO.  
270 Park Avenue, 4th Floor  
New York, NY 10017

No Account Open

MERRILL LYNCH  
100 Jericho Quadrangle  
Jericho, NY 11753

No Account Open

MORGAN STANLEY  
1251 Avenue of the Americas  
37th Floor  
New York, NY 10020

Account Number: 04-40417-1-4450

NATIONAL BANK FOR COOPERATIVES "COBANK"  
Drawer CS 198552  
Atlanta, GA 30384-8552

ID Number: 15222110

NATIONAL RURAL UTILITIES COOPERATIVES FINANCE CORPORATION (CFC)  
Woodland Park  
2201 Cooperative Way  
Herndon, VA 22071-3025

ID Number: 0822030

NOMURA SECURITIES INTERNATIONAL, INC,  
180 Maiden Lane, 38th Floor  
New York, NY 10038

Account Number: 011-989134-072

PAINE WEBBER  
3399 Peachtree Road N.E.  
15th Floor  
Atlanta, GA 30326

Account Number: F6-Q0135-WD

PREMIER BANK N.A.  
P. O. Box 1511  
Baton Rouge, LA 70821

Account Number: 04-50-707  
Account Number: 7000-057  
Account Number: 0472-816

SALOMON BROTHERS, INC.  
2001 Ross Avenue  
Suite 4600  
Dallas, TX 75201

Account Number: 19-503796

SHEARSON LEHMAN BROTHERS  
1999 Bryan Street, Suite 2600  
Dallas, TX 75201

Account Number: 609-00911-14-574

SMITH BARNEY, HARRIS UPHAM & CO.  
1345 Avenue of the Americas  
44th Floor  
New York, NY 10105

No Account Open

WHITNEY NATIONAL BANK  
P. O. Box 61260  
New Orleans, LA 70160

Account Number: 03-031-090

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX0125
COAL CAR	CEPX0150
COAL CAR	CEPX0175
COAL CAR	CEPX0200
COAL CAR	CEPX0225
COAL CAR	CEPX0250
COAL CAR	CEPX0275
COAL CAR	CEPX0300
COAL CAR	CEPX0325
COAL CAR	CEPX0350
COAL CAR	CEPX1000
COAL CAR	CEPX1001
COAL CAR	CEPX1003
COAL CAR	CEPX1004
COAL CAR	CEPX1005
COAL CAR	CEPX1006
COAL CAR	CEPX1007
COAL CAR	CEPX1008
COAL CAR	CEPX1009
COAL CAR	CEPX1010
COAL CAR	CEPX1011
COAL CAR	CEPX1012
COAL CAR	CEPX1013
COAL CAR	CEPX1014
COAL CAR	CEPX1015
COAL CAR	CEPX1016
COAL CAR	CEPX1017
COAL CAR	CEPX1018
COAL CAR	CEPX1020
COAL CAR	CEPX1022
COAL CAR	CEPX1023
COAL CAR	CEPX1024
COAL CAR	CEPX1025
COAL CAR	CEPX1026
COAL CAR	CEPX1027
COAL CAR	CEPX1029
COAL CAR	CEPX1030
COAL CAR	CEPX1031
COAL CAR	CEPX1032
COAL CAR	CEPX1033
COAL CAR	CEPX1034
COAL CAR	CEPX1035

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1036
COAL CAR	CEPX1037
COAL CAR	CEPX1038
COAL CAR	CEPX1039
COAL CAR	CEPX1040
COAL CAR	CEPX1041
COAL CAR	CEPX1042
COAL CAR	CEPX1043
COAL CAR	CEPX1044
COAL CAR	CEPX1045
COAL CAR	CEPX1046
COAL CAR	CEPX1047
COAL CAR	CEPX1048
COAL CAR	CEPX1049
COAL CAR	CEPX1050
COAL CAR	CEPX1051
COAL CAR	CEPX1052
COAL CAR	CEPX1053
COAL CAR	CEPX1054
COAL CAR	CEPX1055
COAL CAR	CEPX1056
COAL CAR	CEPX1057
COAL CAR	CEPX1058
COAL CAR	CEPX1059
COAL CAR	CEPX1060
COAL CAR	CEPX1061
COAL CAR	CEPX1062
COAL CAR	CEPX1063
COAL CAR	CEPX1064
COAL CAR	CEPX1065
COAL CAR	CEPX1066
COAL CAR	CEPX1067
COAL CAR	CEPX1068
COAL CAR	CEPX1069
COAL CAR	CEPX1070
COAL CAR	CEPX1071
COAL CAR	CEPX1072
COAL CAR	CEPX1073
COAL CAR	CEPX1074
COAL CAR	CEPX1075
COAL CAR	CEPX1076
COAL CAR	CEPX1077

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1078
COAL CAR	CEPX1080
COAL CAR	CEPX1081
COAL CAR	CEPX1082
COAL CAR	CEPX1083
COAL CAR	CEPX1084
COAL CAR	CEPX1085
COAL CAR	CEPX1086
COAL CAR	CEPX1087
COAL CAR	CEPX1088
COAL CAR	CEPX1089
COAL CAR	CEPX1090
COAL CAR	CEPX1091
COAL CAR	CEPX1092
COAL CAR	CEPX1093
COAL CAR	CEPX1094
COAL CAR	CEPX1095
COAL CAR	CEPX1096
COAL CAR	CEPX1097
COAL CAR	CEPX1098
COAL CAR	CEPX1099
COAL CAR	CEPX1100
COAL CAR	CEPX1101
COAL CAR	CEPX1102
COAL CAR	CEPX1104
COAL CAR	CEPX1105
COAL CAR	CEPX1106
COAL CAR	CEPX1107
COAL CAR	CEPX1108
COAL CAR	CEPX1109
COAL CAR	CEPX1110
COAL CAR	CEPX1111
COAL CAR	CEPX1112
COAL CAR	CEPX1113
COAL CAR	CEPX1114
COAL CAR	CEPX1115
COAL CAR	CEPX1116
COAL CAR	CEPX1117
COAL CAR	CEPX1118
COAL CAR	CEPX1119
COAL CAR	CEPX1120
COAL CAR	CEPX1121

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1122
COAL CAR	CEPX1123
COAL CAR	CEPX1124
COAL CAR	CEPX1125
COAL CAR	CEPX1126
COAL CAR	CEPX1127
COAL CAR	CEPX1128
COAL CAR	CEPX1129
COAL CAR	CEPX1130
COAL CAR	CEPX1131
COAL CAR	CEPX1133
COAL CAR	CEPX1134
COAL CAR	CEPX1135
COAL CAR	CEPX1138
COAL CAR	CEPX1139
COAL CAR	CEPX1140
COAL CAR	CEPX1141
COAL CAR	CEPX1142
COAL CAR	CEPX1143
COAL CAR	CEPX1144
COAL CAR	CEPX1145
COAL CAR	CEPX1146
COAL CAR	CEPX1147
COAL CAR	CEPX1148
COAL CAR	CEPX1149
COAL CAR	CEPX1150
COAL CAR	CEPX1151
COAL CAR	CEPX1152
COAL CAR	CEPX1153
COAL CAR	CEPX1154
COAL CAR	CEPX1155
COAL CAR	CEPX1156
COAL CAR	CEPX1157
COAL CAR	CEPX1158
COAL CAR	CEPX1159
COAL CAR	CEPX1160
COAL CAR	CEPX1161
COAL CAR	CEPX1162
COAL CAR	CEPX1163
COAL CAR	CEPX1164
COAL CAR	CEPX1165
COAL CAR	CEPX1166

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1167
COAL CAR	CEPX1168
COAL CAR	CEPX1169
COAL CAR	CEPX1170
COAL CAR	CEPX1171
COAL CAR	CEPX1172
COAL CAR	CEPX1173
COAL CAR	CEPX1174
COAL CAR	CEPX1175
COAL CAR	CEPX1176
COAL CAR	CEPX1177
COAL CAR	CEPX1178
COAL CAR	CEPX1179
COAL CAR	CEPX1180
COAL CAR	CEPX1181
COAL CAR	CEPX1182
COAL CAR	CEPX1183
COAL CAR	CEPX1184
COAL CAR	CEPX1185
COAL CAR	CEPX1186
COAL CAR	CEPX1187
COAL CAR	CEPX1188
COAL CAR	CEPX1189
COAL CAR	CEPX1190
COAL CAR	CEPX1191
COAL CAR	CEPX1193
COAL CAR	CEPX1194
COAL CAR	CEPX1196
COAL CAR	CEPX1197
COAL CAR	CEPX1199
COAL CAR	CEPX1200
COAL CAR	CEPX1201
COAL CAR	CEPX1202
COAL CAR	CEPX1203
COAL CAR	CEPX1204
COAL CAR	CEPX1205
COAL CAR	CEPX1206
COAL CAR	CEPX1207
COAL CAR	CEPX1208
COAL CAR	CEPX1209
COAL CAR	CEPX1210
COAL CAR	CEPX1211

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1212
COAL CAR	CEPX1213
COAL CAR	CEPX1214
COAL CAR	CEPX1215
COAL CAR	CEPX1216
COAL CAR	CEPX1217
COAL CAR	CEPX1219
COAL CAR	CEPX1220
COAL CAR	CEPX1221
COAL CAR	CEPX1222
COAL CAR	CEPX1223
COAL CAR	CEPX1224
COAL CAR	CEPX1225
COAL CAR	CEPX1226
COAL CAR	CEPX1227
COAL CAR	CEPX1228
COAL CAR	CEPX1229
COAL CAR	CEPX1230
COAL CAR	CEPX1231
COAL CAR	CEPX1232
COAL CAR	CEPX1233
COAL CAR	CEPX1234
COAL CAR	CEPX1235
COAL CAR	CEPX1236
COAL CAR	CEPX1237
COAL CAR	CEPX1238
COAL CAR	CEPX1239
COAL CAR	CEPX1240
COAL CAR	CEPX1241
COAL CAR	CEPX1242
COAL CAR	CEPX1245
COAL CAR	CEPX1246
COAL CAR	CEPX1247
COAL CAR	CEPX1248
COAL CAR	CEPX1249
COAL CAR	CEPX1250
COAL CAR	CEPX1251
COAL CAR	CEPX1252
COAL CAR	CEPX1253
COAL CAR	CEPX1254
COAL CAR	CEPX1255
COAL CAR	CEPX1256

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1257
COAL CAR	CEPX1258
COAL CAR	CEPX1259
COAL CAR	CEPX1261
COAL CAR	CEPX1262
COAL CAR	CEPX1263
COAL CAR	CEPX1264
COAL CAR	CEPX1265
COAL CAR	CEPX1266
COAL CAR	CEPX1267
COAL CAR	CEPX1268
COAL CAR	CEPX1269
COAL CAR	CEPX1270
COAL CAR	CEPX1271
COAL CAR	CEPX1272
COAL CAR	CEPX1273
COAL CAR	CEPX1274
COAL CAR	CEPX1275
COAL CAR	CEPX1276
COAL CAR	CEPX1277
COAL CAR	CEPX1278
COAL CAR	CEPX1280
COAL CAR	CEPX1281
COAL CAR	CEPX1282
COAL CAR	CEPX1283
COAL CAR	CEPX1284
COAL CAR	CEPX1285
COAL CAR	CEPX1286
COAL CAR	CEPX1287
COAL CAR	CEPX1288
COAL CAR	CEPX1290
COAL CAR	CEPX1291
COAL CAR	CEPX1292
COAL CAR	CEPX1294
COAL CAR	CEPX1295
COAL CAR	CEPX1296
COAL CAR	CEPX1297
COAL CAR	CEPX1298
COAL CAR	CEPX1299
COAL CAR	CEPX1301
COAL CAR	CEPX1302
COAL CAR	CEPX1303

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1304
COAL CAR	CEPX1305
COAL CAR	CEPX1307
COAL CAR	CEPX1308
COAL CAR	CEPX1309
COAL CAR	CEPX1310
COAL CAR	CEPX1311
COAL CAR	CEPX1312
COAL CAR	CEPX1313
COAL CAR	CEPX1314
COAL CAR	CEPX1315
COAL CAR	CEPX1316
COAL CAR	CEPX1317
COAL CAR	CEPX1318
COAL CAR	CEPX1319
COAL CAR	CEPX1320
COAL CAR	CEPX1321
COAL CAR	CEPX1322
COAL CAR	CEPX1323
COAL CAR	CEPX1324
COAL CAR	CEPX1325
COAL CAR	CEPX1326
COAL CAR	CEPX1327
COAL CAR	CEPX1328
COAL CAR	CEPX1329
COAL CAR	CEPX1330
COAL CAR	CEPX1331
COAL CAR	CEPX1332
COAL CAR	CEPX1333
COAL CAR	CEPX1334
COAL CAR	CEPX1336
COAL CAR	CEPX1337
COAL CAR	CEPX1338
COAL CAR	CEPX1339
COAL CAR	CEPX1340
COAL CAR	CEPX1341
COAL CAR	CEPX1342
COAL CAR	CEPX1343
COAL CAR	CEPX1344
COAL CAR	CEPX1345
COAL CAR	CEPX1346
COAL CAR	CEPX1347

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1348
COAL CAR	CEPX1349
COAL CAR	CEPX1350
COAL CAR	CEPX1351
COAL CAR	CEPX1352
COAL CAR	CEPX1354
COAL CAR	CEPX1355
COAL CAR	CEPX1356
COAL CAR	CEPX1357
COAL CAR	CEPX1358
COAL CAR	CEPX1359
COAL CAR	CEPX1360
COAL CAR	CEPX1361
COAL CAR	CEPX1362
COAL CAR	CEPX1363
COAL CAR	CEPX1364
COAL CAR	CEPX1365
COAL CAR	CEPX1366
COAL CAR	CEPX1367
COAL CAR	CEPX1368
COAL CAR	CEPX1369
COAL CAR	CEPX1370
COAL CAR	CEPX1371
COAL CAR	CEPX1372
COAL CAR	CEPX1373
COAL CAR	CEPX1374
COAL CAR	CEPX1375
COAL CAR	CEPX1376
COAL CAR	CEPX1377
COAL CAR	CEPX1378
COAL CAR	CEPX1379
COAL CAR	CEPX1380
COAL CAR	CEPX1381
COAL CAR	CEPX1382
COAL CAR	CEPX1383
COAL CAR	CEPX1384
COAL CAR	CEPX1385
COAL CAR	CEPX1386
COAL CAR	CEPX1387
COAL CAR	CEPX1388
COAL CAR	CEPX1389
COAL CAR	CEPX1390

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1391
COAL CAR	CEPX1392
COAL CAR	CEPX1393
COAL CAR	CEPX1394
COAL CAR	CEPX1395
COAL CAR	CEPX1396
COAL CAR	CEPX1397
COAL CAR	CEPX1398
COAL CAR	CEPX1399
COAL CAR	CEPX1400
COAL CAR	CEPX1401
COAL CAR	CEPX1402
COAL CAR	CEPX1403
COAL CAR	CEPX1404
COAL CAR	CEPX1405
COAL CAR	CEPX1407
COAL CAR	CEPX1408
COAL CAR	CEPX1409
COAL CAR	CEPX1410
COAL CAR	CEPX1411
COAL CAR	CEPX1412
COAL CAR	CEPX1413
COAL CAR	CEPX1414
COAL CAR	CEPX1415
COAL CAR	CEPX1416
COAL CAR	CEPX1417
COAL CAR	CEPX1418
COAL CAR	CEPX1419
COAL CAR	CEPX1420
COAL CAR	CEPX1421
COAL CAR	CEPX1422
COAL CAR	CEPX1423
COAL CAR	CEPX1424
COAL CAR	CEPX1425
COAL CAR	CEPX1426
COAL CAR	CEPX1427
COAL CAR	CEPX1428
COAL CAR	CEPX1429
COAL CAR	CEPX1430
COAL CAR	CEPX1431
COAL CAR	CEPX1432
COAL CAR	CEPX1433

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1434
COAL CAR	CEPX1435
COAL CAR	CEPX1436
COAL CAR	CEPX1437
COAL CAR	CEPX1438
COAL CAR	CEPX1439
COAL CAR	CEPX1440
COAL CAR	CEPX1441
COAL CAR	CEPX1442
COAL CAR	CEPX1443
COAL CAR	CEPX1444
COAL CAR	CEPX1446
COAL CAR	CEPX1447
COAL CAR	CEPX1448
COAL CAR	CEPX1449
COAL CAR	CEPX1450
COAL CAR	CEPX1451
COAL CAR	CEPX1452
COAL CAR	CEPX1453
COAL CAR	CEPX1454
COAL CAR	CEPX1455
COAL CAR	CEPX1456
COAL CAR	CEPX1457
COAL CAR	CEPX1458
COAL CAR	CEPX1459
COAL CAR	CEPX1460
COAL CAR	CEPX1461
COAL CAR	CEPX1462
COAL CAR	CEPX1463
COAL CAR	CEPX1464
COAL CAR	CEPX1465
COAL CAR	CEPX1467
COAL CAR	CEPX1469
COAL CAR	CEPX1470
COAL CAR	CEPX1471
COAL CAR	CEPX1472
COAL CAR	CEPX1473
COAL CAR	CEPX1474
COAL CAR	CEPX1475
COAL CAR	CEPX1476
COAL CAR	CEPX1477
COAL CAR	CEPX1478

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1479
COAL CAR	CEPX1480
COAL CAR	CEPX1481
COAL CAR	CEPX1482
COAL CAR	CEPX1483
COAL CAR	CEPX1485
COAL CAR	CEPX1487
COAL CAR	CEPX1488
COAL CAR	CEPX1489
COAL CAR	CEPX1490
COAL CAR	CEPX1491
COAL CAR	CEPX1492
COAL CAR	CEPX1493
COAL CAR	CEPX1494
COAL CAR	CEPX1495
COAL CAR	CEPX1496
COAL CAR	CEPX1497
COAL CAR	CEPX1498
COAL CAR	CEPX1499
COAL CAR	CEPX1500
COAL CAR	CEPX1501
COAL CAR	CEPX1502
COAL CAR	CEPX1503
COAL CAR	CEPX1504
COAL CAR	CEPX1505
COAL CAR	CEPX1506
COAL CAR	CEPX1507
COAL CAR	CEPX1508
COAL CAR	CEPX1509
COAL CAR	CEPX1510
COAL CAR	CEPX1511
COAL CAR	CEPX1512
COAL CAR	CEPX1513
COAL CAR	CEPX1514
COAL CAR	CEPX1515
COAL CAR	CEPX1516
COAL CAR	CEPX1517
COAL CAR	CEPX1518
COAL CAR	CEPX1519
COAL CAR	CEPX1520
COAL CAR	CEPX1521
COAL CAR	CEPX1522

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1523
COAL CAR	CEPX1524
COAL CAR	CEPX1525
COAL CAR	CEPX1526
COAL CAR	CEPX1527
COAL CAR	CEPX1528
COAL CAR	CEPX1529
COAL CAR	CEPX1530
COAL CAR	CEPX1531
COAL CAR	CEPX1532
COAL CAR	CEPX1533
COAL CAR	CEPX1534
COAL CAR	CEPX1535
COAL CAR	CEPX1536
COAL CAR	CEPX1537
COAL CAR	CEPX1538
COAL CAR	CEPX1539
COAL CAR	CEPX1540
COAL CAR	CEPX1541
COAL CAR	CEPX1542
COAL CAR	CEPX1543
COAL CAR	CEPX1544
COAL CAR	CEPX1545
COAL CAR	CEPX1546
COAL CAR	CEPX1547
COAL CAR	CEPX1548
COAL CAR	CEPX1549
COAL CAR	CEPX1550
COAL CAR	CEPX1551
COAL CAR	CEPX1552
COAL CAR	CEPX1553
COAL CAR	CEPX1554
COAL CAR	CEPX1556
COAL CAR	CEPX1557
COAL CAR	CEPX1558
COAL CAR	CEPX1559
COAL CAR	CEPX1560
COAL CAR	CEPX1561
COAL CAR	CEPX1562
COAL CAR	CEPX1563
COAL CAR	CEPX1564
COAL CAR	CEPX1565

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1566
COAL CAR	CEPX1567
COAL CAR	CEPX1568
COAL CAR	CEPX1569
COAL CAR	CEPX1570
COAL CAR	CEPX1571
COAL CAR	CEPX1572
COAL CAR	CEPX1573
COAL CAR	CEPX1574
COAL CAR	CEPX1575
COAL CAR	CEPX1576
COAL CAR	CEPX1577
COAL CAR	CEPX1578
COAL CAR	CEPX1579
COAL CAR	CEPX1580
COAL CAR	CEPX1581
COAL CAR	CEPX1582
COAL CAR	CEPX1583
COAL CAR	CEPX1584
COAL CAR	CEPX1585
COAL CAR	CEPX1586
COAL CAR	CEPX1587
COAL CAR	CEPX1588
COAL CAR	CEPX1589
COAL CAR	CEPX1590
COAL CAR	CEPX1591
COAL CAR	CEPX1592
COAL CAR	CEPX1593
COAL CAR	CEPX1594
COAL CAR	CEPX1595
COAL CAR	CEPX1596
COAL CAR	CEPX1597
COAL CAR	CEPX1598
COAL CAR	CEPX1599
COAL CAR	CEPX1600
COAL CAR	CEPX1601
COAL CAR	CEPX1602
COAL CAR	CEPX1603
COAL CAR	CEPX1604
COAL CAR	CEPX1605
COAL CAR	CEPX1606
COAL CAR	CEPX1608

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1610
COAL CAR	CEPX1611
COAL CAR	CEPX1612
COAL CAR	CEPX1613
COAL CAR	CEPX1614
COAL CAR	CEPX1615
COAL CAR	CEPX1616
COAL CAR	CEPX1617
COAL CAR	CEPX1618
COAL CAR	CEPX1619
COAL CAR	CEPX1620
COAL CAR	CEPX1621
COAL CAR	CEPX1622
COAL CAR	CEPX1623
COAL CAR	CEPX1624
COAL CAR	CEPX1625
COAL CAR	CEPX1626
COAL CAR	CEPX1627
COAL CAR	CEPX1629
COAL CAR	CEPX1630
COAL CAR	CEPX1631
COAL CAR	CEPX1632
COAL CAR	CEPX1633
COAL CAR	CEPX1634
COAL CAR	CEPX1635
COAL CAR	CEPX1636
COAL CAR	CEPX1637
COAL CAR	CEPX1638
COAL CAR	CEPX1639
COAL CAR	CEPX1640
COAL CAR	CEPX1641
COAL CAR	CEPX1642
COAL CAR	CEPX1644
COAL CAR	CEPX1645
COAL CAR	CEPX1646
COAL CAR	CEPX1647
COAL CAR	CEPX1648
COAL CAR	CEPX1650
COAL CAR	CEPX1651
COAL CAR	CEPX1652
COAL CAR	CEPX1653
COAL CAR	CEPX1654

Cajun Electric Cooperative, Inc.  
 Coal Cars Registration Numbers  
 As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1655
COAL CAR	CEPX1656
COAL CAR	CEPX1657
COAL CAR	CEPX1658
COAL CAR	CEPX1659
COAL CAR	CEPX1660
COAL CAR	CEPX1661
COAL CAR	CEPX1662
COAL CAR	CEPX1663
COAL CAR	CEPX1664
COAL CAR	CEPX1665
COAL CAR	CEPX1666
COAL CAR	CEPX1667
COAL CAR	CEPX1668
COAL CAR	CEPX1669
COAL CAR	CEPX1670
COAL CAR	CEPX1671
COAL CAR	CEPX1672
COAL CAR	CEPX1673
COAL CAR	CEPX1674
COAL CAR	CEPX1675
COAL CAR	CEPX1676
COAL CAR	CEPX1677
COAL CAR	CEPX1678
COAL CAR	CEPX1679
COAL CAR	CEPX1680
COAL CAR	CEPX1681
COAL CAR	CEPX1682
COAL CAR	CEPX1683
COAL CAR	CEPX1684
COAL CAR	CEPX1685
COAL CAR	CEPX1686
COAL CAR	CEPX1687
COAL CAR	CEPX1688
COAL CAR	CEPX1689
COAL CAR	CEPX1690
COAL CAR	CEPX1691
COAL CAR	CEPX1692
COAL CAR	CEPX1693
COAL CAR	CEPX1694
COAL CAR	CEPX1695
COAL CAR	CEPX1696

Cajun Electric Cooperative, Inc.  
 Coal Cars Registration Numbers  
 As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1742
COAL CAR	CEPX1743
COAL CAR	CEPX1744
COAL CAR	CEPX1745
COAL CAR	CEPX1747
COAL CAR	CEPX1748
COAL CAR	CEPX1749
COAL CAR	CEPX1750
COAL CAR	CEPX1751
COAL CAR	CEPX1752
COAL CAR	CEPX1753
COAL CAR	CEPX1754
COAL CAR	CEPX1755
COAL CAR	CEPX1756
COAL CAR	CEPX1757
COAL CAR	CEPX1758
COAL CAR	CEPX1759
COAL CAR	CEPX1760
COAL CAR	CEPX1761
COAL CAR	CEPX1762
COAL CAR	CEPX1763
COAL CAR	CEPX1764
COAL CAR	CEPX1765
COAL CAR	CEPX1766
COAL CAR	CEPX1767
COAL CAR	CEPX1768
COAL CAR	CEPX1769
COAL CAR	CEPX1770
COAL CAR	CEPX1771
COAL CAR	CEPX1772
COAL CAR	CEPX1773
COAL CAR	CEPX1774
COAL CAR	CEPX1775
COAL CAR	CEPX1776
COAL CAR	CEPX1777
COAL CAR	CEPX1778
COAL CAR	CEPX1779
COAL CAR	CEPX1780
COAL CAR	CEPX1781
COAL CAR	CEPX1782
COAL CAR	CEPX1783
COAL CAR	CEPX1784

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1697
COAL CAR	CEPX1698
COAL CAR	CEPX1699
COAL CAR	CEPX1700
COAL CAR	CEPX1701
COAL CAR	CEPX1702
COAL CAR	CEPX1703
COAL CAR	CEPX1704
COAL CAR	CEPX1705
COAL CAR	CEPX1707
COAL CAR	CEPX1708
COAL CAR	CEPX1709
COAL CAR	CEPX1710
COAL CAR	CEPX1711
COAL CAR	CEPX1712
COAL CAR	CEPX1713
COAL CAR	CEPX1714
COAL CAR	CEPX1715
COAL CAR	CEPX1716
COAL CAR	CEPX1717
COAL CAR	CEPX1718
COAL CAR	CEPX1719
COAL CAR	CEPX1720
COAL CAR	CEPX1721
COAL CAR	CEPX1722
COAL CAR	CEPX1723
COAL CAR	CEPX1724
COAL CAR	CEPX1725
COAL CAR	CEPX1726
COAL CAR	CEPX1727
COAL CAR	CEPX1728
COAL CAR	CEPX1729
COAL CAR	CEPX1730
COAL CAR	CEPX1731
COAL CAR	CEPX1733
COAL CAR	CEPX1734
COAL CAR	CEPX1735
COAL CAR	CEPX1736
COAL CAR	CEPX1737
COAL CAR	CEPX1738
COAL CAR	CEPX1739
COAL CAR	CEPX1741

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1785
COAL CAR	CEPX1786
COAL CAR	CEPX1787
COAL CAR	CEPX1788
COAL CAR	CEPX1789
COAL CAR	CEPX1790
COAL CAR	CEPX1791
COAL CAR	CEPX1792
COAL CAR	CEPX1793
COAL CAR	CEPX1794
COAL CAR	CEPX1795
COAL CAR	CEPX1796
COAL CAR	CEPX1797
COAL CAR	CEPX1798
COAL CAR	CEPX1799
COAL CAR	CEPX1800
COAL CAR	CEPX1801
COAL CAR	CEPX1802
COAL CAR	CEPX1803
COAL CAR	CEPX1804
COAL CAR	CEPX1805
COAL CAR	CEPX1806
COAL CAR	CEPX1807
COAL CAR	CEPX1808
COAL CAR	CEPX1809
COAL CAR	CEPX1810
COAL CAR	CEPX1811
COAL CAR	CEPX1812
COAL CAR	CEPX1813
COAL CAR	CEPX1814
COAL CAR	CEPX1815
COAL CAR	CEPX1816
COAL CAR	CEPX1818
COAL CAR	CEPX1819
COAL CAR	CEPX1820
COAL CAR	CEPX1821
COAL CAR	CEPX1822
COAL CAR	CEPX1823
COAL CAR	CEPX1824
COAL CAR	CEPX1825
COAL CAR	CEPX1826
COAL CAR	CEPX1827

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
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COAL CAR	CEPX1828
COAL CAR	CEPX1829
COAL CAR	CEPX1830
COAL CAR	CEPX1831
COAL CAR	CEPX1832
COAL CAR	CEPX1833
COAL CAR	CEPX1834
COAL CAR	CEPX1835
COAL CAR	CEPX1836
COAL CAR	CEPX1837
COAL CAR	CEPX1838
COAL CAR	CEPX1839
COAL CAR	CEPX1840
COAL CAR	CEPX1841
COAL CAR	CEPX1842
COAL CAR	CEPX1843
COAL CAR	CEPX1844
COAL CAR	CEPX1845
COAL CAR	CEPX1846
COAL CAR	CEPX1847
COAL CAR	CEPX1848
COAL CAR	CEPX1849
COAL CAR	CEPX1850
COAL CAR	CEPX1851
COAL CAR	CEPX1852
COAL CAR	CEPX1853
COAL CAR	CEPX1854
COAL CAR	CEPX1855
COAL CAR	CEPX1856
COAL CAR	CEPX1857
COAL CAR	CEPX1858
COAL CAR	CEPX1859
COAL CAR	CEPX1860
COAL CAR	CEPX1861
COAL CAR	CEPX1862
COAL CAR	CEPX1863
COAL CAR	CEPX1864
COAL CAR	CEPX1865
COAL CAR	CEPX1866
COAL CAR	CEPX1867
COAL CAR	CEPX1868
COAL CAR	CEPX1869

Cajun Electric Cooperative, Inc.  
Coal Cars Registration Numbers  
As of August 29, 1990

Description	Registration Numbers
COAL CAR	CEPX1870
COAL CAR	CEPX1871
COAL CAR	CEPX1872
COAL CAR	CEPX1873
COAL CAR	CEPX1874
COAL CAR	CEPX1875
COAL CAR	CEPX1876
COAL CAR	CEPX1877