

JUN 26 2009

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SLOVER & LOFTUS LLP

ATTORNEYS AT LAW

1224 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20036-3003

SURFACE TRANSPORTATION BOARD

TELEPHONE:
(202) 347-7170FAX:
(202) 347-3619

WRITER'S E-MAIL:

kjd@sloverandloftus.com

WILLIAM L. SLOVER
C. MICHAEL LOFTUS
JOHN H. LE SEUR
KELVIN J. DOWD
ROBERT D. ROSENBERG
CHRISTOPHER A. MILLS
FRANK J. PERGOLIZZI
ANDREW B. KOLESAR III
PETER A. PFOHL
DANIEL M. JAFFE
STEPHANIE P. LYONS
JOSHUA M. HOFFMANOF COUNSEL
DONALD G. AVERY

June 26, 2009

RECEIVED
JUN 26 2009
MANAGEMENT
STB**BY HAND DELIVERY**The Honorable Anne K. Quinlan
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20024Re: Dairyland Power Cooperative;
Recordation Pursuant to 49 U.S.C. § 11301- Recordation No. 18312

Dear Ms. Quinlan:

Enclosed for recordation pursuant to 49 U.S.C. § 11301 and the Board's regulations at 49 C.F.R. § 1177 is an executed counterpart original and one certified true copy (with a notary's certificate in accordance with 49 C.F.R. § 1177.3(b)(1)) of the following document:

SUPPLEMENT, dated as of May 1, 2009, made by and among DAIRYLAND POWER COOPERATIVE (the "Mortgagor"), the UNITED STATES OF AMERICA (the "Government"), acting through the Administrator of the Rural Utilities Service ("RUS"), successor to the Administrator of the Rural Electrification Administration, COBANK, ACB ("CoBank"), and U.S. BANK TRUST NATIONAL ASSOCIATION, TRUSTEE (formerly known as "First Trust Company of New York, National Association, Trustee") ("Trustee") (the Government, CoBank, and the Trustee being sometimes collectively called "Mortgagees") to CONSOLIDATED MORTGAGE AND SECURITY AGREEMENT, dated as of February 10, 1993, made by and among the Mortgagor, the Government, MORGAN

The Honorable Anne K. Quinlan
June 26, 2009
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GUARANTY TRUST COMPANY, and NATIONAL
RURAL UTILITIES COOPERATIVE FINANCE
CORPORATION ("CFC"), as from time to time restated,
amended or supplemented (the "RUS Mortgage").

This Supplement is a secondary document under 49 C.F.R § 1177.1(b). The
primary document with which this Supplement is associated is filed under Recordation
No. 18312.

The names and addresses of the parties to the Supplement are as follows:

Mortgagor/Debtor:

DAIRYLAND POWER COOPERATIVE
3200 East Avenue South
P.O. Box 817
La Crosse, Wisconsin 54602-0817

Mortgagees/Secured Parties:

UNITED STATES OF AMERICA
Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue S.W.
Washington, D.C. 20250-1500

U.S. BANK TRUST NATIONAL ASSOCIATION, as Trustee
formerly known as
FIRST TRUST COMPANY OF NEW YORK, NATIONAL
ASSOCIATION, as Trustee
100 Wall Street
New York, New York 10015

COBANK, ACB
5500 South Quebec Street
Greenwood Village, Colorado 80111-1914

Please record the documents referred to in this letter, and index them under
the names of the Mortgagor and Mortgagees.

The Honorable Anne K. Quinlan
June 26, 2009
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The equipment covered by this document consists of two hundred and fifty (250) coal unit train cars, more specifically described as follows:

Two hundred and fifty (250) Aluminum Outside Stake Flat Floored Bethgon Coalporter coal cars, manufactured by Johnstown America Corporation in 1999. The cars bear reporting marks DAPX 301 -- 550, numbered sequentially.

The A.A.R. mechanical designation for these cars is J311 (GT).

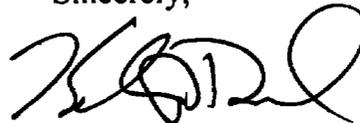
The short summary of the Supplement for indexing purposes is as follows:

Supplement dated May 1, 2009 to Consolidated Mortgage and Security Agreement, dated as of February 10, 1993, with Recordation No. 18312, and covering two hundred and fifty (250) coal unit train cars.

We request that you charge our STB account in the amount of the requisite filing fee. The bearer of this letter will provide that account number to you. Please accept for recordation the certified copy of the Supplement, stamp the executed counterpart original with your recordation number, and return the stamped executed counterpart original to the bearer of this letter along with your fee receipt addressed to the undersigned.

Thank you for your attention to this matter.

Sincerely,



Kelvin J. Dowd
An Attorney for Dairyland Power Cooperative

Enclosures

RECORDATION NO 18312-H FILED

JUN 26 09

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SURFACE TRANSPORTATION BOARD

RECEIVED
JUN 26 2009
MANAGEMENT
STB

RUS PROJECT DESIGNATION:

WIS 64-BT8 LA CROSSE

**SUPPLEMENT TO
CONSOLIDATED MORTGAGE
AND
SECURITY AGREEMENT**

Made By and Among

**DAIRYLAND POWER COOPERATIVE
3200 East Avenue South
P. O. Box 817
La Crosse, Wisconsin 54602-0817,
Debtor and Mortgagor**

and

**UNITED STATES OF AMERICA
Rural Utilities Service
Washington, D.C. 20250-1500,
Secured Party and Mortgagee**

and

**COBANK, ACB
5500 South Quebec Street
Greenwood Village, Colorado 80111-1914,
Secured Party and Mortgagee**

and

**U.S. BANK TRUST NATIONAL ASSOCIATION, TRUSTEE
100 Wall Street
New York, New York 10015,
Secured Party and Mortgagee**

Dated as May 1, 2009

Return to:
Dairyland Power Cooperative
PO Box 817
La Crosse, WI 54602-0817
ATTN: RE/RW & Related Services Dept.

Parcel No.

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY. THE DEBTOR AS MORTGAGOR IS A TRANSMITTING UTILITY. THIS INSTRUMENT CONTAINS PROVISIONS THAT COVER ACCOUNT, REAL AND PERSONAL PROPERTY, AFTER-ACQUIRED PROPERTY, FIXTURES, PROCEEDS, FUTURE ADVANCES AND FUTURE OBLIGATIONS. THIS INSTRUMENT IS A SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT TO SECURE ADDITIONAL LOANS MADE AND GUARANTEED BY THE GOVERNMENT AND COBANK. COUNTY OF DEBTOR'S RESIDENCE: LA CROSSE. THIS INSTRUMENT WAS PREPARED BY ATTORNEY HELEN C. HARRIS, OFFICE OF THE GENERAL COUNSEL, UNITED STATES DEPARTMENT OF AGRICULTURE, WASHINGTON, D.C. 20250-1400. NOTICE: This Mortgage secures credit in the amount of up to two billion dollars (\$2,000,000,000) and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages or liens. THIS MORTGAGE AFFECTS THE MORTGAGES SPECIFICALLY DESCRIBED IN APPENDIX C

SUPPLEMENT, dated as of May 1, 2009 made by and among **DAIRYLAND POWER COOPERATIVE** (hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of Wisconsin, **UNITED STATES OF AMERICA** (hereinafter called the "Government"), acting through the Administrator of the **Rural Utilities Service** (hereinafter called "RUS"), successor to the Administrator of the Rural Electrification Administration, **COBANK, ACB** (hereinafter called "CoBank"), a federally chartered instrumentality of the United States of America, and **U.S. BANK TRUST NATIONAL ASSOCIATION, TRUSTEE** (formerly known as "First Trust Company of New York, National Association, Trustee") (hereinafter called the "Trustee"), a corporation existing under the laws of the State of New York, (the Government, CoBank and the Trustee being hereinafter sometimes collectively called the "Mortgagees") to **CONSOLIDATED MORTGAGE AND SECURITY AGREEMENT**, dated as of February 10, 1993, made by and among the Mortgagor, the Government, **MORGAN GUARANTY TRUST COMPANY**, and **NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION** (hereinafter called "CFC"), a corporation existing under the laws of the District of Columbia, as from time to time restated, amended or supplemented (such mortgage, the "RUS Mortgage").

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Government, or has assumed the payment of, the Outstanding RUS Notes, as identified in Appendix A hereto and made a part hereof; and

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to CoBank, the Outstanding CoBank Notes as identified in Appendix A hereto and made a part hereof; and

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed and has delivered to the City of La Crosse, Wisconsin, which has assigned to the Trustee, the Outstanding La Crosse Notes, as identified in Appendix A hereto and made a part hereof; and

WHEREAS, the Outstanding RUS Notes, the Outstanding CoBank Notes, and the Outstanding La Crosse Notes are unpaid and outstanding and secured by the RUS Mortgage (all as hereinafter identified); and

WHEREAS, the Mortgagor has determined to borrow additional funds from the Federal Financing Bank ("FFB") that will be guaranteed by RUS and has accordingly duly authorized, executed and delivered or is about to duly authorize, execute and deliver its Current RUS Guaranteed Note and the Current RUS Reimbursement Note (as hereinafter defined) together with the Current RUS Loan Agreement (as hereinafter defined) to be secured by the RUS Mortgage, as amended and supplemented hereby, of the property hereinafter described; and

WHEREAS, the repayment of the Current RUS Guaranteed Note by the Mortgagor is guaranteed by the Government, pursuant to the Rural Electrification Act of 1936, as amended (7 U.S.C. 901 *et seq.*); and

WHEREAS, the Mortgagor has determined to reimburse the Government, acting through the Administrator of RUS for certain amounts paid by the Government, acting through the Administrator of RUS from time to time pursuant to the Contract of Guarantee under the Current RUS Reimbursement Note; and

WHEREAS, the Current RUS Guaranteed Note and the Current RUS Reimbursement Note are to be secured by the RUS Mortgage; and

WHEREAS, the Mortgagor, the Government, CoBank and the Trustee desire to amend and supplement the RUS Mortgage in order, among other things, to secure the Current RUS Guaranteed Note and the Current RUS Reimbursement Note under the RUS Mortgage equally and ratably with the Outstanding RUS Notes, the Outstanding CoBank Notes, the Outstanding La Crosse Note and the Additional Notes (each as defined in the RUS Mortgage); and

WHEREAS, the Mortgagor, the Government, CoBank and the Trustee acknowledge and agree that it is their intent to continue the lien and lien priority of the existing RUS Mortgage and not to satisfy or discharge that lien; and

WHEREAS, the changes in the RUS Mortgage which the parties thereto and hereto have effected or desire now to effect make desirable the amending of the RUS Mortgage; and

WHEREAS, the Government, CoBank and the Trustee are authorized to enter into this Supplement to Consolidated Mortgage, Security Agreement and Financing Statement; and

WHEREAS, it was the intention of the Mortgagor at the time of the execution of the RUS Mortgage (or, if the mortgage consists of more than one instrument, at the time 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 RUS Mortgage, and certain notes of the Mortgagor when and as executed and delivered under and pursuant to the RUS Mortgage, as from time to time amended and supplemented, and it is intended by the Mortgagor to confirm hereby the RUS 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 RUS Mortgage, as amended and supplemented hereby; and

WHEREAS, the RUS Mortgage provides that the Mortgagor shall upon the written demand of the Mortgagees duly authorize, execute, and deliver and record and file all such supplemental mortgages and conveyances as may reasonably be requested to effectuate the intention of the RUS 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 RUS Mortgage to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto, or otherwise secured thereby, and the Government has in writing requested the execution and delivery of this Supplement (hereinafter called "this Supplemental Mortgage") to the RUS Mortgage pursuant to such provision; and

WHEREAS, it is further intended by the Mortgagor, at the request and with the consent of the Mortgagees, to amend and supplement the RUS 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 RUS Mortgage, as amended and supplemented hereby, a valid and binding mortgage to secure the Outstanding Notes and other notes of the Mortgagor when and as executed and delivered under and pursuant to the RUS Mortgage, as amended and supplemented hereby; and

WHEREAS, it was the intention of the Mortgagor at the time of the execution of the RUS Mortgage (or, if the RUS 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 RUS Mortgage (or, if the RUS 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 RUS Mortgage, as from time to time amended or supplemented, and it is intended by the Mortgagor to confirm hereby the RUS 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 RUS Mortgage, as amended and supplemented hereby; and

WHEREAS, the RUS Mortgage provides that the Mortgagor shall, upon the written demand of the Government, CoBank and the Trustee, duly authorize, execute, and deliver and record and file all such supplemental mortgages and conveyances as may reasonably be requested by the Government, CoBank and the Trustee to effectuate the intention of the RUS 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 RUS Mortgage to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto, or otherwise secured thereby, the Government, CoBank and the Trustee have in writing requested the execution and delivery of this Supplement (hereinafter called "this Supplemental Mortgage") to the RUS Mortgage pursuant to such provision; 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 RUS Mortgage, as amended and supplemented hereby, a valid, binding and legal instrument for the security of such Notes and obligations under the terms of the RUS mortgage and to secure the Outstanding Notes and other Notes of the Mortgagor when and as executed and delivered under and pursuant to the RUS Mortgage, as amended and supplemented hereby; and

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

WHEREAS, it is the intention of the Mortgagor, the Government, CoBank and the Trustee to amend and supplement the RUS Mortgage in the respects hereinafter set forth; and

WHEREAS, to the extent that any of the property described or referred to herein and in the RUS Mortgage is governed by the provisions of the Uniform Commercial Code (as defined in the RUS Mortgage) of any state, the parties hereto desire that this Supplemental Mortgage be deemed a "security agreement" under the Uniform Commercial Code, and this Supplemental Mortgage is also hereby declared to be a "financing statement," for said security agreement under the Uniform Commercial Code. The mailing address of the Mortgagor as debtor, and of the Mortgagee as secured parties, are as set forth in the Mortgage and in Section 5 of this Supplemental Mortgage. Proceeds of Collateral are covered hereby. The Mortgagor is an organization of the type and organized in the jurisdiction set forth on page 1 hereof. The cover page hereof accurately sets forth the Mortgagor's organizational identification number or accurately states that the Mortgagor has none. If any Mortgagee so directs the Mortgagor to do so, the Mortgagor shall file as a financing statement under the Uniform Commercial Code for said security agreement and for the benefit of all the Mortgagees, an instrument other than this Supplemental mortgage. In such case, the instrument to be filed shall be in the form customarily accepted by the filing office as a financing statement. Proceeds of collateral are covered hereby.

NOW, THEREFORE, in consideration of the premises and the sum of \$5 in hand paid by the Mortgagee 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 granted a continuing security interest in, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, hypothecate, mortgage, pledge and set over, and confirm, pledge, and grant a continuing security interest and lien in for the purposes hereinafter expressed, unto each Mortgagee and its respective assigns, all and singular the real and personal property, assets, rights, privileges, and franchises of the Mortgagor of every kind, nature, and description real, personal or mixed, tangible and intangible, of the kind or nature specifically mentioned herein or any other kind or nature, except as provided in Section 4.13 of the RUS Mortgage, now owned or hereafter acquired or arising by or on behalf of the Mortgagor (by purchase, consolidation, merger, donation, construction, erection or in any other way) wherever located, the "Mortgaged Property"

set forth in the RUS Mortgage, including, without limitation, the "Existing Electric Facilities" identified and the real estate specifically described (by reference to deeds or otherwise) in the RUS 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 the electric generating plants and facilities and electric transmission and distribution lines and facilities now owned by the Mortgagor and located in the Counties listed in Appendix B hereto or hereafter constructed or acquired by the Mortgagor, wherever located, and in and to all extensions, and improvements thereof and additions thereto, including all substations, service and connecting lines (both overhead and underground), poles, towers, posts, crossarms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes, fixtures, equipment, appliances, generators, dynamos, water turbines, water wheels, boilers, steam turbines, motors, switch boards, switch racks, pipe lines, pollution control equipment machinery, tools, materials, supplies, switching and all other equipment, fixtures, railroads, microwave systems, caissons, tunnels and any and all other property of every nature and description, used or acquired for use by the Mortgagor in connection therewith, and including, without limitation, the property described in Appendix B hereto.

II

All right, title and interest of the Mortgagor in, to and under any and all fixtures, 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, ordinances, air emission allowances, 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 agreements, contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm, corporation or governmental body or agency providing for the purchase, sale, exchange or transmission of electric power or energy by the Mortgagor together with any and all other accounts, contract rights and general intangibles (as such terms are defined in the applicable Uniform Commercial Code) heretofore or hereafter acquired by the Mortgagor, including, without limitation, the accounts, contract rights and general intangibles described in Appendix B hereto;

V

Also, all right, title and interest of the Mortgagor in, to and under all other property, real or personal, tangible or intangible, of every kind, nature and description, including, without limitation, all goods (including inventory, equipment and any accessions thereto), instruments, documents, accounts, chattel paper, deposit accounts, letter-of-credit rights, investment properties, software, and any other contract rights or rights to the payment of money, insurance claims or proceeds, and wheresoever situated, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof owned by the Mortgagor and were specifically described herein to the extent only, however, that the subjection of such property to the lien hereof shall not be contrary to law;

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

Provided, however, that except as provided in Section 4.13 of the RUS Mortgage, the following shall not be included in Mortgaged Property; automobiles, trucks, trailers, tractors or other vehicles (including, without limitation, aircraft, towboats, tugboats, barges, vessels, or ships, if any, but excluding rail cars and locomotives owned or used by the Mortgagor which shall be included in the Mortgaged Property).

TO HAVE AND TO HOLD the same forever, for the uses and purposes and upon the terms, conditions, provisos and agreements expressed and declared in the Mortgage, as amended and supplemented hereby.

2. Appendix A to the RUS Mortgage is hereby amended and restated to read in its entirety as set forth in Appendix A attached hereto and made a part hereof.

3. Section of the RUS Mortgage is amended, as to read as follows:

Section 3.01 of the RUS Mortgage is amended by replacing the proviso in the last sentence of Section 3.01 with the following “...provided, however, that the Notes and other obligations at any one time secured hereby shall not exceed in the aggregate principal amount of the Maximum Debt Limit, and no Note shall mature more than 60 years after the date of this Mortgage.”

4. Any reference herein to the Administrator shall be deemed to mean the Administrator of the Rural Utilities Service or the Administrator’s duly authorized representative or any other person or authority in whom may be vested the duties and functions which the Administrator is now or may hereafter be authorized by law to perform.

5. All demands, notices, reports, approvals, designations or directions required or permitted to be given under the RUS Mortgage, as amended hereby, shall be in writing and shall be deemed to be properly given if mailed by registered mail addressed to the proper party or parties at the following principle places of business and mailing addresses:

**As to the Mortgagor: Dairyland Power Cooperative
3200 East Avenue South
P.O. Box 817
La Crosse, Wisconsin 54602-0817**

**As to the Mortgagees: The Government:
Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, S.W.
Washington, D.C. 20250-1500
Fax: (202) 720-1725
Attention: Administrator**

**With a copy to:
Rural Utilities Service
United States Department of Agriculture
Room No. 0270
1400 Independence Avenue, S.W.
Stop 1568
Washington, D.C. 20250-1500
Fax: (202) 720-1401
Attention: Power Supply Division**

**U.S. Bank Trust National Association:
Trustee 100 Wall Street
New York, New York 10015**

CoBank:

CoBank, ACB

5500 South Quebec Street

Greenwood Village, Colorado 80111-1914

Attention: Communications and Energy Banking Group

and as to any other person, firm, corporation or governmental body or agency having an interest herein by reason of being the holder of any note or otherwise, at the last address designated by such person, firm, corporation, governmental body or agency to the Mortgagor and the Mortgagee. The Mortgagor or the Mortgagee may from time to time designate to each other a new address to which demands, notices, reports, approvals, designations or directions may be addressed and from and after any such designation the address designated shall be deemed to be the address of such party in lieu of the address hereinabove given.

All of the terms, provisions and covenants of the RUS Mortgage, except as amended by this Supplemental Mortgage, and in all other respects are fully confirmed and ratified, and as supplemented hereby, shall continue as a lien upon and security interest in the real and personal property encumbered by the RUS Mortgage and as identified herein. All terms used herein without limitation shall have the meanings ascribed thereto in the RUS Mortgage.

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

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

UNITED STATES OF AMERICA

By *Donald S. Newby*
Administrator

Acting Administrator Rural Utilities Service

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

James M. [Signature]
[Signature]
Witnesses

DISTRICT OF COLUMBIA) SS

On this 22nd day of MAY, 2009, personally appeared before me,
James R. Newby who, being duly sworn, did say that he is the
ACTING Administrator of the Rural Utilities Service, an agency of the United States of America, and
acknowledged to me that, acting under a delegation of authority duly given and evidenced by law
and presently in effect, he executed said instrument as the act and deed of the United States of
America for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day
and year last above written.

James F. Mothershed
Notary Public
JAMES F. MOTHERSHED

(Notarial Seal)

My commission expires:
March 14, 2010

APPENDIX A

- A. Maximum Debt Limit: Two Billion Dollars (\$2,000,000,000.00).
- B. "RUS Loan Agreement" (exclusive of amendments): dated as July 1, 1949
- C. "Current RUS Notes"

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Interest Rate (per annum)</u>	<u>Final Payment Date</u>
*BT8	01 May 2009	\$195,564,000.00	Determined when advanced	December 31, 2033

"Current RUS Reimbursement Notes":

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Final Payment Date</u>
BT8 Reimbursement Note	01 May 2009	Determined when advance made	On demand

D. "Outstanding RUS Notes":

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Final Payment Date</u>	<u>Interest Rate (per annum)</u>
AV1#2	Nov. 20, 1975	\$ 7,390,000.00	Nov. 20, 2010	2%
AW4#1	Dec. 16, 1977	\$ 9,198,000.00	Dec. 16, 2012	5%
TP2#2	May 1, 1975	\$ 335,729.26	Nov. 1, 2007	2%
TP2#3	Sept. 30, 1975	\$ 187,917.00	Aug. 29, 2010	2%
TP1#3	Sept. 30, 1975	\$ 193,000.00	Aug. 27, 2010	2%
TP3	May 1, 1978	\$ 815,179.09	Aug. 27, 2010	2%
TP4	May 1, 1978	\$ 947,320.14	Aug. 29, 2010	2%
AZ4#1	Aug. 17, 1979	\$10,000,000.00	Aug. 17, 2014	5%
AZ4#2	July 18, 1980	\$ 6,732,000.00	July 18, 2015	5%
BC9	Nov. 2, 1981	\$10,000,000.00	Nov. 2, 2016	5%
BR40	Jan. 3, 2005	\$ 9,830,000.00	Jan. 3, 2025	V%

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Maturity</u>
* AX8	Sep. 19, 1975	\$121,591,000	December 31, 2013
* AY8	Feb. 25, 1976	\$ 55,095,000	December 31, 2017
* BC9	May 16, 1980	\$ 46,738,000	December 31, 2021
* BD8	Oct. 17, 1980	\$ 36,935,000	December 31, 2021
* BE8	Feb. 10, 1993	\$ 30,394,000	December 31, 2018
* BF8	Aug. 1, 1999	\$ 66,985,000	December 31, 2027
* BG8	Aug. 1, 1999	\$ 7,925,000	December 31, 2027

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Maturity</u>
* BH8	Mar. 1, 2002	\$ 44,416,000	December 31, 2031
* BK8	Mar. 1, 2002	\$ 45,705,000	December 31, 2031
* BL8	Mar. 1, 2002	\$ 18,103,000	December 31, 2016
* BM8	Dec. 1, 2003	\$ 4,960,000	December 31, 2023
* BN8	Jan. 3, 2005	\$167,555,000	December 31, 2032
* BP8	Jan. 3, 2005	\$ 69,329,000	December 31, 2036
* BS8#1	Jan. 3, 2006	\$ 7,616,000	December 31, 2035
* BS8#2	Jan. 3, 2006	\$272,384,000	December 31, 2040

E. "Outstanding La Crosse Notes":

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Final Payment Date</u>
Series 1997A	July 23, 1997	\$7,545,000	September 1, 2014
Series 1997B	July 23, 1997	\$12,250,000	February 1, 2015
Series 1997C	August 7, 1997	\$3,810,000	February 1, 2015

F. "Outstanding CoBank Notes":

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Final Payment Date</u>	<u>Interest Rate (per annum)</u>
ML0626T2	July 16, 1999	\$13,750,000.00	Aug. 20, 2019	Variable

G. "CoBank Loan Agreements":

Master Loan Agreement No. ML0626 dated October 6, 1998.

Amendments to Master Loan Agreement No. ML0626 dated:

May 9, 2001

July 5, 2001

January 28, 2005

* variable interest rate calculated by RUS pursuant to title 7 of the Code of Federal Regulations or by the Secretary of Treasury. CFC=an interest rate which may be fixed or variable from time to time as provided in the CFC Loan Agreement pertaining to a loan which has been made by CFC. CoBank=an interest rate which may be fixed or variable from time to time as provided in the CoBank Loan Agreement pertaining to a loan which has been made by CoBank.

H. "RUS Mortgage":

<u>Instrument</u>	<u>Date</u>
Consolidated Mortgage and Security Agreement	February 10, 1993
Supplement to Consolidated Mortgage and Security Agreement	July 1, 1997
----- Supplement to Consolidated Mortgage and Security Agreement -----	----- August 1, 1999 -----
Supplement to Consolidated Mortgage and Security Agreement	March 1, 2002
Supplement to Consolidated Mortgage and Security Agreement	December 1, 2003
Supplement to Consolidated Mortgage and Security Agreement	January 3, 2005

