

Form - Supp. to Common RBA-CFC Elec. Mtg. (No Debt Limit Increase) (Outstanding RBA, CFC and FFB Notes) 7-242

SUPPLEMENT, dated as of March 2, 1993, to SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT made by and among MT. WHEELER POWER, INC.

(hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of Nevada, UNITED STATES OF AMERICA (hereinafter called the "Government") acting through the Administrator of the Rural Electrification Administration (hereinafter called "REA"), and NATIONAL RURAL UTILITIES COOPERATIVE CORPORATION (hereinafter called "CFC"), a corporation existing under the laws of the District of Columbia (the Government and CFC being hereinafter sometimes collectively called the "Mortgagees").

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Government, or has assumed the payment of, certain mortgage notes all payable in installments to the order of, or obligating the Mortgagor otherwise to the Government, of the mortgage notes (hereinafter collectively called the "Outstanding RBA Notes") identified in the sixth recital hereof (hereinafter called the "Instruments Recital") are now outstanding and held by the Government, all of which Outstanding RBA Notes evidence loans made by the Government either to the Mortgagor or to third parties to finance electric plants, lines and related facilities, and assumed by the Mortgagor, or loans made by one or more legally organized lending agencies and guaranteed by the Government; and

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to CFC, or has assumed the payment of, a certain mortgage note, or certain mortgage notes, all payable to the order of CFC, in installments, of which the certain mortgage note or notes (hereinafter collectively called the "Outstanding CFC Note(s)") identified in the Instruments Recital are now outstanding and owned by CFC (the Outstanding RBA Notes and the Outstanding CFC Note(s) being hereinafter collectively called the "Outstanding Notes"); and

REA Designation: Nevada 19-H6 White Pine

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY.

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 determined to borrow additional funds from the Government, and has accordingly duly authorized, executed and delivered to the Government its mortgage note or notes (identified in the Instruments Recital and hereinafter collectively called the "Concurrent REA Note(s)") to be secured by the Mortgage, as amended and supplemented hereby, of the property hereinafter described; and

WHEREAS, the Mortgagor has determined to borrow additional funds from CFC, and has accordingly duly authorized, executed and delivered to CFC its mortgage note or notes (identified in the Instruments Recital and hereinafter collectively called the "Concurrent CFC Note") to be secured by the Mortgage, as amended and supplemented hereby, of the property hereinafter described; and

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

INSTRUMENTS RECITAL

"Concurrent REA Note (s)": (Of even date herewith):  
 Interest Rate  $\frac{\text{(per annum)}}{\text{five per centum (5\%)}}$   
 Final Payment  $\frac{\text{Date}}{\text{Thirty-five (35)}}$  years from the date thereof;

"Concurrent CFC Note": (Of even date herewith):  
 Interest Rate  $\frac{\text{(per annum)}}{\text{variable}}$   
 Final Payment  $\frac{\text{Date}}{\text{Thirty-five (35)}}$  years from the date thereof;

INSTRUMENTS RECITAL

"Outstanding REA Notes":

ten ( 10 ) certain mortgage notes in an aggregate principal amount of \$ 27,593,000, payable to the order of the Government, and all of which will finally mature on or before December 20, 2020; and

one ( 1 ) certain mortgage note(s) in the (an aggregate) principal amount of \$ 1,689,000, payable to the Federal Financing Bank, and all of which will finally mature on or before December 31, 2017.

"Outstanding CFC Note(s)":

two ( 2 ) certain mortgage note(s) in the (an aggregate) principal amount of \$ 1,108,796, all of which will finally mature on or before December 20, 2020.

"Mortgage":

- 1. Supplemental Mortgage and Security Agreement February 3, 1982
- 2. Supplement to Supplemental Mortgage and Security Agreement December 20, 1985
- 3. Supplement to Supplemental Mortgage and Security Agreement January 10, 1987

Date

WHEREAS, the Government is the owner of the Outstanding REA Notes; CFC is the owner of the Outstanding CFC Note(s); 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 or supplemented, 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 CFC duly authorize, execute, and deliver and record and file all such supplemental mortgages and conveyances as may reasonably be requested by the Government or CFC 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 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 and CFC have in writing requested the execution and delivery of this Supplement (hereinafter called "this Supplemental Mortgage") to the 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 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 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 Government and CFC 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 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 including, without limitation, the following described real property, to wit:

1. A certain tract of land described in Deed and Bill of Sale and Assignment dated February 19, 1970, from Ely Light & Power Company, grantor, and Mt. Wheeler Power, Inc., grantee. Paragraph XIII. Following: Parcel A, through Parcel G, pages 6 & 7, Document No. 154467, Deed Book 320, Page 154, recorded in the office of the County Recorder of White Pine County.

2. A certain tract of land described in a certain deed, dated March 23, 1972, by Fay Flangas and Ernest A. Flangas, as grantors, and Mt. Wheeler Power, Inc., grantee. Located in a portion of the E&W SW 1/4, Section 16, T16N, R63E, M.D.B.&M. Document No. 17321E, Book No. 355, Page 342-343, Real Estate Records in the office of the County Recorder of White Pine County.

3. A certain tract of land described in a certain deed, dated June 21, 1972, by Fred J. Baker, President of Baker Ranches, Inc., as grantor, and Mt. Wheeler Power, Inc., as grantee. Located in the NE 1/4, Section 24, T14N, R69E, M.D.B.&M. Document No. 17379, Book No. 356, Page 386, Real Estate Records, recorded in the office of the County Recorder of White Pine County.

4. A certain tract of land described in a certain deed, dated January 3, 1972, by Bert Hanks, as grantor, and Mt. Wheeler Power, Inc., as grantee. Located SW 1/4, Section 15, T16N, R63E, M.D.B.&M. Document No. 172630, Page 313-314, Real Estate Records, recorded in the office of the County Recorder of White Pine County.

5. A certain tract of land described in a certain deed, dated June 4, 1976, by Cannon and Elinor Gardner, as grantors, and Mt. Wheeler Power, Inc., as grantee. Located in a portion of Lot 8, Section 18, T12N, R62E, M.D.B.&M. Document No. 186814, Deed Book No. 394, Page 199-200, Real Estate Records in the office of the County Recorder of White Pine County.

6. A certain tract of land described in a certain deed, dated November 2, 1978, by Richard and Marcia Forman, as grantors, and Mt. Wheeler Power, Inc., as grantee. Located in a portion of Lot 33, Block 20 of Ely City Townsite. Document No. 196055, Book No. 420, Page 224-225, Real Estate Records in the office of the County Recorder of White Pine County.

7. The following described lot, piece or parcel of land acquired by Mt. Wheeler Power, Inc., as Grantee, from Ernest A. Flangas, as Grantor, and situated, lying and being in the County of White Pine, State of Nevada, surrounding the Gianoli Substation on three subs as shown on Parcel Map No. 32, File No. 245625, Book 124, Pages 541-546, filed in the White Pine County Recorder's Office, White Pine County, State of Nevada.

8. A certain tract of land described in a certain deed, dated February 22, 1983, by Ben and Teruko Hase, as grantors, and Mt. Wheeler Power, Inc., as grantee. Located in the NW 1/4, Section 32, T 16 N, R 63 E, M.D.B. & M. Document No. 223821, Book No. 61, Pages 264-265, Real Estate Records in the office of the County Recorder of White Pine County, Nevada.

9. A certain tract of land described in a certain deed, dated February 6, 1987, by Peter A. Pescio, as grantor, and Mt. Wheeler Power, Inc., as grantee. Property known as Lot 2, Block 16, all situated, lying and being in that certain tract of land commonly referred to as the Townsite of McGill, which has been subdivided in accordance with survey No. 35, and plat of which as been duly recorded File No. 243426, Book No. 110, Pages 393-394, in the County Recorder's Office in White Pine County, State of Nevada.

10. That certain property acquired from Mr. and Mrs. Carr (by condemnation) located in the City of Ely, County of White Pine, State of Nevada, and more particularly described as lying in the S&SE 1/4, Section 16, Township 16 North, Range 63 E., M.D.B. & M. Beginning at the Northwest Corner of the Elysium Terrace Subdivision,

Thence S. 10°50'34" E., 68.70 feet  
Thence S. 12°57'53" W., 213.43 feet  
Thence S. 87°56'45" E., 5.01 feet

BOOK 246 PAGE 077

thence S. 58-24'26" W., 13.09 feet,  
thence N. 10-50'34" W., 234.30 feet,  
thence N. 58-24'26" E., 100.00 feet,

to the point of beginning and containing 14,656 square feet, more or less.

11. That certain property acquired from Sam Buccambuso and Ron Baker and Marci Baker by Deed dated November 8, 1988 recorded at Book 140, Page 235, File No. 258,050 of Official Records, White Pine County Recorder. The property being located in the County of White Pine, State of Nevada, described as follows:

All that certain real property situate in the County of White Pine, State of Nevada, more particularly described as follows:

Beginning at the Southeast Corner of the SW $\frac{1}{4}$  Section 15, T16N, R63E, M.D.B.&M.,

Thence S. 89-22'35" W., 303.39 feet,  
thence N. 22-09'10" W., 1,046.59 feet,  
thence N. 67-50'50" E., 50.00 feet,  
thence S. 22-09'10" E., 658.00 feet,  
thence N. 75-27'48" E., 630.77 feet,  
thence N. 01-32'47" E., 200.00 feet,  
thence N. 75-27'48" E., 200.00 feet,  
thence S. 01-32'47" W., 780.00 feet,  
thence S. 89-22'35" W., 384.95 feet

to the point of beginning, being a portion of the SW $\frac{1}{4}$  Section 15, T16N, R63E, M.D.B.&M.

EXCEPTING THEREFROM that parcel of land conveyed to Madison D. Locke and Rosalie Locke, husband and wife as joint tenants, by Deed recorded June 26, 1984, in Book 75, Page 349, Official Records, White Pine County, Nevada, more particularly described as follows:

Beginning at a point whence the Southeast Corner of the SW $\frac{1}{4}$  Section of Section 15, T16N, R63E, M.D.B.&M. bears S46-38'03"E., 560.40 feet distant;

Thence S. 75-27'48" W., 10.09 feet,  
thence N. 22-09'10" W., 646.57 feet,  
thence N. 67-50'50" E., 10.00 feet,  
thence S. 22-09'10" E., 647.91 feet

to the point of beginning, being a portion of the SW $\frac{1}{4}$  Section of Section 15, T16N, R63E, M.D.B.&M.

EXCEPTING FROM that portion of said land within the SW $\frac{1}{4}$  Section of Section 15, T16N, R63E, M.D.B.&M., all oil, gas and mineral rights as reserved by Ivan Lewis and Stephanie Lewis, husband and wife, and Bert Hanks and Grace Hanks, husband and wife, in Deed recorded August 25, 1965, in Book 276, Page 266, Real Estate Records, White Pine County, Nevada.

That certain property acquired from Jerry Piccini, Trustee, on August 12, 1986, located in the City of Ely, County of White Pine, State of Nevada, more particularly described as White Pine County Assessor parcel number 01-254-04.

BOOK 246 PAGE 078

MT. WHEELER POWER, INC.  
FACILITIES LOCATED IN  
JUAB COUNTY  
STATE OF UTAH

T11S - R14W

Unsurveyed

T11S - R15W

Unsurveyed

T11S - R16W

All Sec. 1

E $\frac{1}{2}$  Sec. 2

NE $\frac{1}{4}$  Sec. 11

N $\frac{1}{2}$  Sec. 12

S $\frac{1}{2}$  Sec. 36

T11S - R17W

W $\frac{1}{2}$  Sec. 1, SE $\frac{1}{4}$  Sec. 1

NW $\frac{1}{4}$  Sec. 7

T12S - R16W

Unsurveyed

T12S - R17W

N $\frac{1}{2}$  Sec. 5, SW $\frac{1}{4}$  Sec. 5

S $\frac{1}{2}$  Sec. 7

W $\frac{1}{2}$  Sec. 8

N $\frac{1}{2}$  Sec. 18, SE $\frac{1}{4}$  Sec. 18

S $\frac{1}{2}$  Sec. 19, NE $\frac{1}{4}$  Sec. 19

SE $\frac{1}{4}$  Sec. 25

N $\frac{1}{2}$  Sec. 30, SW $\frac{1}{4}$  Sec. 30

W $\frac{1}{2}$  Sec. 31

All Sec. 34

S $\frac{1}{2}$  Sec. 35, NE $\frac{1}{4}$  Sec. 35

NW $\frac{1}{4}$  Sec. 36

JUAB COUNTY

- 5c -

BOOK 246 PAGE 079



T13S - R17W

NW 1/4 Sec. 3  
NE 1/4 Sec. 4, S 1/2 Sec. 4  
SE 1/4 Sec. 5  
W 1/2 Sec. 6  
N 1/2 Sec. 7, SW 1/4 Sec. 7  
N 1/2 Sec. 8  
S 1/2 Sec. 30  
NE 1/4 Sec. 31  
W 1/2 Sec. 32

T13S - R18W

S 1/2 Sec. 12  
W 1/2 Sec. 13, NE 1/4 Sec. 13  
S 1/2 Sec. 14, NE 1/4 Sec. 14

AI 1/4 Sec. 22  
NE 1/4 Sec. 23  
SE 1/4 Sec. 25  
AI 1/4 Sec. 27  
S 1/2 Sec. 28

AI 1/4 Sec. 33  
AI 1/4 Sec. 34

NE 1/4 Sec. 35, S 1/2 Sec. 35  
N 1/2 Sec. 36

T13S - R19W

W 1/2 Sec. 30, SE 1/4 Sec. 30

E 1/2 Sec. 31  
S 1/2 Sec. 32

T13S - R20W

N 1/2 Sec. 13

S 1/2 Sec. 24  
N 1/2 Sec. 25

T14S - R18W

NW 1/4 Sec. 2

AI 1/4 Sec. 3

E 1/2 Sec. 4  
E 1/2 Sec. 7

S 1/2 Sec. 8, NE 1/4 Sec. 8

N 1/2 Sec. 9, SW 1/4 Sec. 9

AI 1/4 Sec. 17

AI 1/4 Sec. 18

W 1/2 Sec. 19, NE 1/4 Sec. 19

NW 1/4 Sec. 30

JUAB COUNTY

W 1/2 Sec. 4  
E 1/2 Sec. 5  
N 1/2 Sec. 9, SE 1/4 Sec. 9  
S 1/2 Sec. 13  
S 1/2 Sec. 14  
S 1/2 Sec. 15, NW 1/4 Sec. 15  
NE 1/4 Sec. 16

COPY

JUAB COUNTY

- 5e -

BOOK 246 PAGE 081

MT. WHEELER POWER, INC.  
 FACILITIES LOCATED IN  
 MILLARD COUNTY  
 STATE OF UTAH

T155 - R19W

E $\frac{1}{2}$  Sec. 2, SW $\frac{1}{4}$  Sec. 2

SW $\frac{1}{4}$  Sec. 11, E $\frac{1}{2}$  Sec. 11

E $\frac{1}{2}$  Sec. 15

N $\frac{1}{2}$  Sec. 22, SW $\frac{1}{4}$  Sec. 22

NW $\frac{1}{4}$  Sec. 27

E $\frac{1}{2}$  Sec. 28

S $\frac{1}{2}$  Sec. 32

S $\frac{1}{2}$  Sec. 33, NE $\frac{1}{4}$  Sec. 33

S $\frac{1}{2}$  Sec. 34

W $\frac{1}{2}$  Sec. 35

T165 - R18W

S $\frac{1}{2}$  Sec. 5

S $\frac{1}{2}$  Sec. 6

NE $\frac{1}{4}$  Sec. 8

W $\frac{1}{2}$  Sec. 9

N $\frac{1}{2}$  Sec. 16, SE $\frac{1}{4}$  Sec. 16

T165 - R19W

S $\frac{1}{2}$  Sec. 3, NE $\frac{1}{4}$  Sec. 3

ALL Sec. 4

N $\frac{1}{2}$  Sec. 5

W $\frac{1}{2}$  Sec. 9

W $\frac{1}{2}$  Sec. 16

W $\frac{1}{2}$  Sec. 21

W $\frac{1}{2}$  Sec. 28

W $\frac{1}{2}$  Sec. 33

T175 - R19W

W $\frac{1}{2}$  Sec. 3

ALL Sec. 4

W $\frac{1}{2}$  Sec. 9

N $\frac{1}{2}$  Sec. 16, SW $\frac{1}{4}$  Sec. 16

E $\frac{1}{2}$  Sec. 20

NW $\frac{1}{4}$  Sec. 21

ALL Sec. 29

ALL Sec. 32

T185 - R19W

W 1/2 Sec. 5  
SE 1/4 Sec. 6  
N 1/2 Sec. 7, SW 1/4 Sec. 7

T195 - R19W

All Sec. 14  
W 1/2 Sec. 18  
W 1/2 Sec. 19  
All Sec. 23  
W 1/2 Sec. 24

N 1/2 Sec. 26, SE 1/4 Sec. 26  
SE 1/4 Sec. 27  
W 1/2 Sec. 30  
W 1/2 Sec. 31  
N 1/2 Sec. 34, SE 1/4 Sec. 34  
All Sec. 35

T195 - R19W

All Sec. 5

E 1/2 Sec. 8

E 1/2 Sec. 17

E 1/2 Sec. 20

W 1/2 Sec. 21

W 1/2 Sec. 28

E 1/2 Sec. 29

NE 1/4 Sec. 32, S 1/2 Sec. 32

T205 - R20W

N 1/2 Sec. 1

All Sec. 12

N 1/2 Sec. 24

T205 - R19W

N 1/2 Sec. 2

N 1/2 Sec. 3, SW 1/4 Sec. 3

E 1/2 Sec. 4

W 1/2 Sec. 6

W 1/2 Sec. 7

E 1/2 Sec. 9

S 1/2 Sec. 10

S 1/2 Sec. 11

N 1/2 Sec. 14

W 1/2 Sec. 15

E 1/2 Sec. 16

W 1/2 Sec. 18

NW 1/4 Sec. 19

NE 1/4 Sec. 21

NW 1/4 Sec. 22

MILLARD COUNTY

T21S - R19W

T21S - R20W

NW 1/4 Sec. 36, S 1/4 Sec. 36

T22S - R20W

N 1/2 Sec. 1, SE 1/4 Sec. 1

T23N - R18W

SW 1/4 Sec. 4

E 1/2 Sec. 5

N 1/2 Sec. 8, SW 1/4 Sec. 8

SW 1/4 Sec. 9

W 1/2 Sec. 16

E 1/2 Sec. 17, NW 1/4 Sec. 17

N 1/2 Sec. 18

T23S - R19W

S 1/2 Sec. 6

E 1/2 Sec. 7

All Sec. 17

W 1/2 Sec. 18

W 1/2 Sec. 19

S 1/2 Sec. 20, NW 1/4 Sec. 20

S 1/2 Sec. 30, NE 1/4 Sec. 30

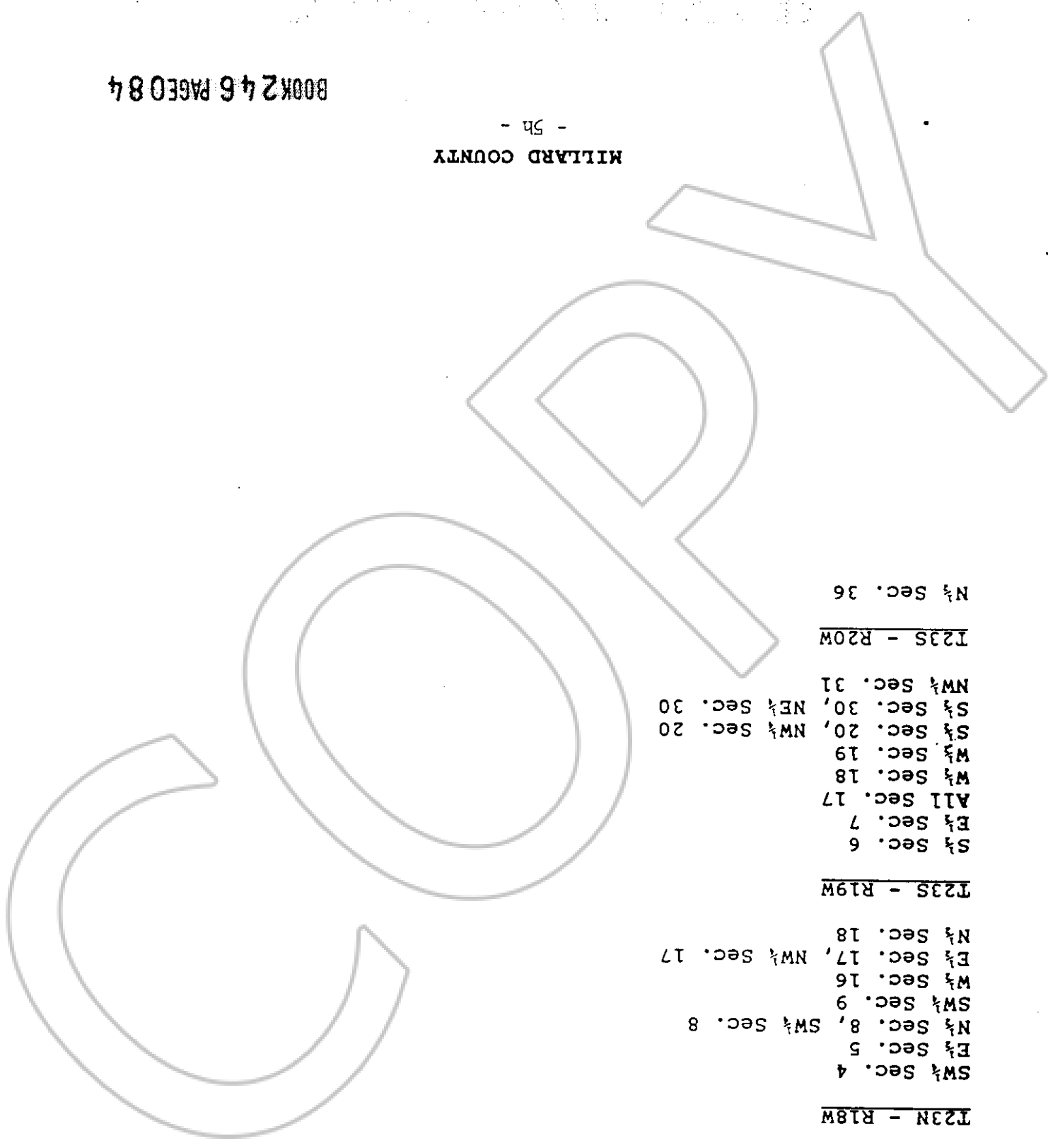
T23S - R20W

N 1/2 Sec. 36

MILLARD COUNTY

- 5h -

BOOK 246 PAGE 084



MT. WHEELER POWER, INC.  
 FACILITIES LOCATED IN  
 TOOELE COUNTY  
 STATE OF UTAH

T7S - R17W

Unsurveyed

T8S - R17W

Unsurveyed

T7S - R18W

Unsurveyed

T8S - R18W

Unsurveyed

T8S - R19W

SE ¼ Sec. 9

SW ¼ Sec. 10

W ¼ Sec. 15

W ¼ Sec. 22

E ¼ Sec. 27

E ¼ Sec. 34

T9S - R17W

NW ¼ Sec. 2

SW ¼ Sec. 3

E ¼ Sec. 10

SW ¼ Sec. 11

W ¼ Sec. 14

E ¼ Sec. 23

SW ¼ Sec. 24

W ¼ Sec. 25, SE ¼ Sec. 25

W ¼ Sec. 36

TOOELE COUNTY

COPY

W 1/2 Sec. 3  
 SE 1/4 Sec. 4  
 S 1/2 Sec. 9, SW 1/4 Sec. 9  
 All Sec. 16  
 W 1/2 Sec. 21, SE 1/4 Sec. 21  
 W 1/2 Sec. 22  
 NE 1/4 Sec. 27  
 N 1/2 Sec. 28, SW 1/4 Sec. 28  
 W 1/2 Sec. 33

T10S-R19W

SE 1/4 Sec. 25  
 NE 1/4 Sec. 36

T9S - R20W

NE 1/4 Sec. 3, SW 1/4 Sec. 3  
 W 1/2 Sec. 10  
 W 1/2 Sec. 15  
 E 1/2 Sec. 16  
 W 1/2 Sec. 21  
 N 1/2 Sec. 22, SW 1/4 Sec. 22  
 N 1/2 Sec. 23  
 NE 1/4 Sec. 27, W 1/2 Sec. 27  
 S 1/2 Sec. 28  
 SE 1/4 Sec. 29, NW 1/4 Sec. 29  
 NE 1/4 Sec. 30, SW 1/4 Sec. 30  
 W 1/2 Sec. 34

T9S - R19W



TOGETHER WITH all plants, works, structures, erections, reservoirs, dams, buildings, fixtures and improvements now or hereafter located on any of the properties conveyed by any and all of the aforesaid deeds listed on pages 5a and 5b, and all tenements, hereditaments and appurtenances now or hereafter therunto belonging or in anywise appertaining.

The description of each of the properties conveyed by and through the provisions of the aforesaid deeds is by reference made a part hereof as though fully set forth at length herein.

TOGETHER WITH all plants, works, structures, erections, reservoirs, dams, buildings, fixtures and improvements now owned or hereinafter located in the area of the Counties of Juab, Millard and Tooele, in the State of Utah as described on pages 5c through 5j.



AND ALSO including, without limitation:

I

All right, title and interest of the Mortgagee 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, switching and other equipment, and any and all other property of every nature and description, used or acquired for use by the Mortgagee in connection therewith;

II

All right, title and interest of the Mortgagee 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 Mortgagee for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagee 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 Mortgagee 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 providing for the purchase, sale or exchange of electric power or energy by the Mortgagor together with any and all other accounts, contract rights and general intangibles (as such terms are defined in the applicable Uniform Commercial Code) heretofore or hereafter acquired by the Mortgagor;

v

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

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

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

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. Additional 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. The Concurrent RFA Note(s), Concurrent CFC Note, and refunding, renewal and substituted notes executed and delivered pursuant to said section 1 of article I, are hereby included within the term "notes", as defined in the Mortgage, as amended hereby. There are hereby included within the term "CFC Loan Agreement", as defined in the Mortgage, as amended hereby, all agreements, together with any amendments or supplements thereto, between the Mortgagee and CFC pursuant to which the Mortgagee has executed and delivered or will execute and deliver to CFC "CFC Notes", as defined in the Mortgage, as amended hereby.

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

5. All demands, notices, reports, approvals, designations, or directions required or permitted to be given under the 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 addresses:  
As to the Mortgagee:  
As to the Mortgagor:

As to the Mortgages: CFC: National Rural Utilities

Cooperative Finance Corporation  
Woodland Park  
2201 Cooperative Way  
Herdon, Virginia 22071-3025

The Government:  
Rural Electrification Administration  
Washington, D. C. 20250-1500

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

6. 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 the Mortgage and in section 6 of this Supplemental Mortgage.

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

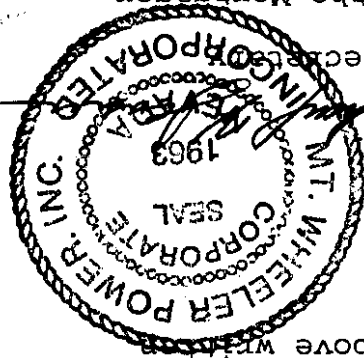
8. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Supplemental Mortgage shall not affect the validity of the remaining portions hereof.

9. 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.

IN WITNESS WHEREOF, MT. WHEELER POWER, INC., P.O. Box 1110,  
ELY, Nevada 89301,

as Mortgagor, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers hereunto duly authorized, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagee, has caused this Supplemental Mortgage to

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



(Seal)  
Attest:

Secretary

Executed by the Mortgagor  
in the presence of:

Robert R. [Signature]  
[Signature]  
Witnesses

MT. WHEELER POWER, INC.  
by [Signature]  
President

NATIONAL RURAL UTILITIES  
COOPERATIVE FINANCE CORPORATION

by [Signature]  
governor



Attest:

Assistant Secretary

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

[Signature]  
[Signature]  
Witnesses

Form - Supp. to Common REA-CFC Elec. Mtg.  
(No Debt Limit Increase)  
(Outstanding REA, CFC and FFB Notes)

UNITED STATES OF AMERICA

by *Walter J. Boyd*

Director, Southern Regional Division  
of the  
Rural Electrification Administration

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

*John Stan*

*James Perkins*  
Witnesses

COOPY

My commission expires

(SEAL)

\_\_\_\_\_  
Notary Public

On December 30, 1993, personally appeared before me, a notary public, Linda Graham, Utilities Cooperative Finance Corporation, who acknowledged that he executed the above instrument.

COUNTY OF FAIRFAX

)  
SS )

COMMONWEALTH OF VIRGINIA

My commission expires

(SEAL)

**SEAL**  
**Affixed**

\_\_\_\_\_  
Notary Public

On December 3, 1992, personally appeared before me, a notary public, MARTIN G. SEIPER, Director, Southern Regional Division of the Rural Electrification Administration, United States of America, who acknowledged that he executed the above instrument.

DISTRICT OF COLUMBIA

)  
SS )

UNITED STATES OF AMERICA

My commission expires

(SEAL)

\_\_\_\_\_  
Notary Public

On March 2, 1993, personally appeared before me, a notary public, BRENT ELDRIDGE, President of MT. WHEELER POWER, INC., who acknowledged that he executed the above instrument.

COUNTY OF WHITE PINE

)  
SS )

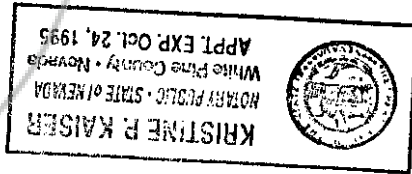
STATE OF NEVADA

STATE OF NEVADA

COUNTY OF )  
) SS )  
)

The foregoing instrument was acknowledged before me this 19 ' 19 ' by as president of M.T. WHEELER POWER, INC.

Kristine P. Kaiser  
Notary Public



(Notarial Seal)

My commission expires:

DISTRICT OF COLUMBIA ) SS

The foregoing instrument was acknowledged before me this 19 ' 19 ' by MARTIN G. SEIPPEL Director, Southern Regional Division, Rural Electrification Administration of the United States of America.

Notary Public

(Notarial Seal)

My commission expires:

COMMONWEALTH OF VIRGINIA )

) SS )

The foregoing instrument was acknowledged before me this December 30, 1972, by Linda Graham of the National Rural Utilities Cooperative Finance Corporation.

Mary H. DeLong  
Notary Public

(Notarial Seal)

My commission expires:

BOOK 246 PAGE 072

OFFICIAL RECORDS

RECORDED AT THE REQUEST OF

M.T. Wheeler Power

93 MAR - 3 AM 11:45

Mary H. DeLong  
Notary Public of  
Commonwealth of Virginia  
My Commission Expires  
March 31, 1974



144864

EUREKA COUNTY, NEVADA  
M.N. REBATE/RECORDED  
FILE NO. FEES \$28.00

BOOK 246 PAGE 095