

Loan No. 00086267T06

SINGLE ADVANCE TERM PROMISSORY NOTE

THIS SINGLE ADVANCE TERM PROMISSORY NOTE (this “**Promissory Note**”) to the Credit Agreement dated October 19, 2018 (such agreement, as may be amended, hereinafter referred to as the “**Credit Agreement**”), is entered into as of July 26, 2021 between **COBANK, ACB**, a federally-chartered instrumentality of the United States (“**Lender**”) and **NORTHEAST LOUISIANA POWER COOPERATIVE, INC.**, Winnsboro, Louisiana, a cooperative association (together with its permitted successors and assigns, the “**Borrower**”). Capitalized terms not otherwise defined in this Promissory Note will have the meanings set forth in the Credit Agreement.

SECTION 1. SINGLE ADVANCE TERM COMMITMENT. On the terms and conditions set forth in the Credit Agreement and this Promissory Note, Lender agrees to make a single advance loan to the Borrower in an amount not to exceed \$2,000,000.00 (the “**Commitment**”).

SECTION 2. PURPOSE. The purpose of the Commitment is to refinance a portion of the the outstanding balance under Lender Promissory Note 00086267S01.

SECTION 3. TERM. The Commitment will expire at 12:00 p.m. Denver, Colorado time on August 31, 2021, or on such later date as Lender may, in its sole discretion, authorize in writing (the “**Term Expiration Date**”).

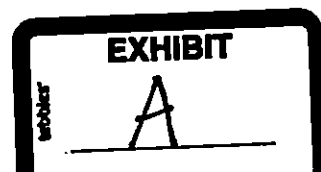
SECTION 4. LIMITS ON ADVANCES, AVAILABILITY, ETC. The loans will be made available as provided in Article 2 of the Credit Agreement.

SECTION 5. INTEREST. The Borrower agrees to pay interest on the unpaid balance of the loan(s) in accordance with the following interest rate option(s):

(A) **Weekly Quoted Variable Rate.** At a rate per annum equal at all times to the rate of interest established by Lender on the first Business Day of each week. The rate established by Lender will be effective until the first Business Day of the next week. Each change in the rate will be applicable to all balances subject to this option and information about the then current rate will be made available upon telephonic request.

(B) **Quoted Rate.** At a fixed rate per annum to be quoted by Lender in its sole discretion in each instance. Under this option, rates may be fixed on such balances and for such periods, as may be agreeable to Lender in its sole discretion in each instance, provided that: (1) the minimum fixed period will be 365 days; (2) amounts may be fixed in an amount not less than \$100,000.00; and (3) the maximum number of fixes in place at any one time will be five.

The Borrower will select the applicable rate option at the time it requests a loan hereunder and may, subject to the limitations set forth above, elect to convert balances bearing interest at the variable rate option to one of the fixed rate options. If the Borrower fails to elect an interest rate option, interest will accrue at the variable interest rate option. Upon the expiration of any fixed rate period, interest will automatically accrue at the variable rate option unless the amount fixed is repaid or fixed for an additional period in accordance with the terms hereof. Notwithstanding the foregoing, rates may not be fixed for periods expiring after the



NORTHEAST LOUISIANA POWER COOPERATIVE, INC.
Winnsboro, Louisiana
Promissory Note No. 00086267T06

maturity date of the loans and rates may not be fixed in such a manner as to cause the Borrower to have to break any fixed rate balance in order to pay any installment of principal. All elections provided for herein will be made telephonically or in writing and must be received by 12:00 p.m. Denver, Colorado time. Interest will be calculated on the actual number of days each loan is outstanding on the basis of a year consisting of 360 days and will be payable monthly in arrears by the 20th day of the following month or on such other day as Lender will require in a written notice to the Borrower ("**Interest Payment Date**").

SECTION 6. PROMISSORY NOTE. The Borrower promises to repay the unpaid principal balance of the loan in 240 consecutive, monthly installments, payable on the 20th day of each month, with the first installment due on September 20, 2021, and the last installment due on August 20, 2041. The amount of each installment will be the same principal amount that would be required to be repaid if the loan(s) were scheduled to be repaid in level payments of principal and interest and such schedule was calculated utilizing the rate of interest in effect on the date funds are advanced under this Promissory Note. Principal due on the first payment date will constitute a month's amortization, regardless of any partial month's interest due in accordance with the provisions set forth herein.

In addition to the above, the Borrower promises to pay interest on the unpaid principal balance of the loan at the times and in accordance with the provisions set forth herein.

SECTION 7. PREPAYMENT. Subject to the broken funding surcharge provision of the Credit Agreement, the Borrower may, on one Business Day's prior written notice, prepay all or any portion of the loan(s). Unless otherwise agreed by Lender, all prepayments will be applied to principal installments in the inverse order of their maturity and to such balances, fixed or variable, as Lender will specify.

SECTION 8. SECURITY. The Borrower's obligations hereunder and, to the extent related hereto, under the Credit Agreement, will be secured as provided in Section 2.3 of the Credit Agreement.

SECTION 9. FEES. INTENTIONALLY OMITTED.

SECTION 10. NON-PATRONAGE. Notwithstanding any provisions in the Credit Agreement or Lender's Bylaws and Capital Plan to the contrary, the loan(s) evidenced by this Promissory Note shall be made on a non-patronage basis. Therefore, any amounts advanced hereunder shall not be included in the annual average accruing loan volume calculation for purposes of determining Borrower's patronage refund, if any.

SIGNATURE PAGE FOLLOWS

NORTHEAST LOUISIANA POWER COOPERATIVE, INC.
Winnsboro, Louisiana
Promissory Note No. 00086267T06

SIGNATURE PAGE TO PROMISSORY NOTE

IN WITNESS WHEREOF, the parties have caused this Promissory Note to the Credit Agreement to be executed by their duly authorized officer(s).

**NORTHEAST LOUISIANA POWER COOPERATIVE,
INC.**

By: _____

Name: _____

Title: _____

NORTHEAST LOUISIANA POWER COOPERATIVE, INC.
Winnsboro, Louisiana
Promissory Note No. 00086267T06

SIGNATURE PAGE TO PROMISSORY NOTE

IN WITNESS WHEREOF, the parties have caused this Promissory Note to the Credit Agreement to be executed by their duly authorized officer(s).

COBANK, ACB

By: _____

Name: _____

Title: _____

Loan No. 00086267S01-A

AMENDED AND RESTATED REVOLVING CREDIT PROMISSORY NOTE

THIS AMENDED AND RESTATED REVOLVING CREDIT PROMISSORY NOTE (this “**Promissory Note**”) to the Credit Agreement dated October 19, 2018 (such agreement, as may be amended, hereinafter referred to as the “**Credit Agreement**”), is entered into as of July 26, 2021 between **COBANK, ACB**, a federally-chartered instrumentality of the United States (“**Lender**”) and **NORTHEAST LOUISIANA POWER COOPERATIVE, INC.**, Winnsboro, Louisiana, a cooperative association (together with its permitted successors and assigns, the “**Borrower**”). Capitalized terms not otherwise defined in this Promissory Note will have the meanings set forth in the Credit Agreement.

RECITALS

(A) This Promissory Note amends, restates, replaces and supersedes, but does not constitute payment of the indebtedness evidenced by, the promissory note set forth in the Amended and Restated Revolving Credit Promissory Note numbered 00086267S01, dated as of October 19, 2018, between Lender and the Borrower.

SECTION 1. REVOLVING CREDIT COMMITMENT. On the terms and conditions set forth in the Credit Agreement and this Promissory Note, Lender agrees to make loans to the Borrower during the period set forth below in an aggregate principal amount not to exceed \$6,000,000.00, at any one time outstanding (the “**Commitment**”). Within the limits of the Commitment, the Borrower may borrow, repay and re-borrow.

SECTION 2. PURPOSE. The purpose of the Commitment is to provide working capital to the Borrower.

SECTION 3. TERM. The term of the Commitment will be from the date hereof, up to and including October 31, 2021, or such later date as Lender may, in its sole discretion, authorize in writing (the “**Term Expiration Date**”). Notwithstanding the foregoing, the Commitment will be renewed for an additional year only if, on or before the Term Expiration Date, Lender provides to the Borrower a written notice of renewal for an additional year (a “**Renewal Notice**”). If on or before the Term Expiration Date, Lender grants a short-term extension of the Commitment, the Commitment will be renewed for an additional year only if Lender provides to the Borrower a Renewal Notice on or before such extended expiration date. All annual renewals will be measured from, and effective as of, the same day as the Term Expiration Date in any year.

SECTION 4. LIMITS ON ADVANCES, AVAILABILITY, ETC. The loans will be made available as provided in Article 2 of the Credit Agreement.

SECTION 5. INTEREST. The Borrower agrees to pay interest on the unpaid balance of the loan(s) in accordance with the following interest rate option(s):

(A) **Weekly Quoted Variable Rate.** At a rate per annum equal at all times to the rate of interest established by Lender on the first Business Day of each week. The rate established by Lender will be effective until the first Business Day of the next week. Each change in the rate will be applicable to all

NORTHEAST LOUISIANA POWER COOPERATIVE, INC.
Winnsboro, Louisiana
Promissory Note No. 00086267S01-A

balances subject to this option and information about the then current rate will be made available upon telephonic request.

Interest will be calculated on the actual number of days each loan is outstanding on the basis of a year consisting of 360 days and will be payable monthly in arrears by the 20th day of the following month or on such other day as Lender will require in a written notice to the Borrower ("**Interest Payment Date**").

SECTION 6. PROMISSORY NOTE. The Borrower promises to repay the unpaid principal balance of the loans on the Term Expiration Date, as the term may be extended from time to time.

In addition to the above, the Borrower promises to pay interest on the unpaid principal balance of the loans at the times and in accordance with the provisions set forth herein.

SECTION 7. SECURITY. Except for Lender's lien on the Borrower's equity in Lender, the Borrower's obligations hereunder and, to the extent related hereto, under the Credit Agreement, will be unsecured.

SECTION 8. FEES. INTENTIONALLY OMITTED.

SECTION 9. LETTERS OF CREDIT. If agreeable to Lender in its sole discretion in each instance, in addition to loans, the Borrower may utilize the Commitment to open irrevocable letters of credit for its account. Each letter of credit will be issued within a reasonable period of time after Lender's receipt of a duly completed and executed copy of Lender's then current form of Application and Reimbursement Agreement or, if applicable, in accordance with the terms of any CoTrade Agreement between the parties, and will reduce the amount available under the Commitment by the maximum amount capable of being drawn under such letter of credit. The Borrower agrees to pay to Lender any fees, administrative expenses, and other customary charges that Lender may charge or incur from time to time in connection with the issuance, maintenance, amendment (if any), assignment or transfer (if any), negotiation, and administration of the letter of credit. Any draw under any letter of credit issued hereunder will be deemed a loan under the Commitment and will be repaid in accordance with this Promissory Note. Each letter of credit must be in form and content acceptable to Lender and must expire no later than the maturity date of the Commitment.

SIGNATURE PAGE FOLLOWS

NORTHEAST LOUISIANA POWER COOPERATIVE, INC.
Winnsboro, Louisiana
Promissory Note No. 00086267S01-A

SIGNATURE PAGE TO PROMISSORY NOTE

IN WITNESS WHEREOF, the parties have caused this Promissory Note to the Credit Agreement to be executed by their duly authorized officer(s).

**NORTHEAST LOUISIANA POWER COOPERATIVE,
INC.**

By: _____

Name: _____

Title: _____

NORTHEAST LOUISIANA POWER COOPERATIVE, INC.
Winnsboro, Louisiana
Promissory Note No. 00086267S01-A

SIGNATURE PAGE TO PROMISSORY NOTE

IN WITNESS WHEREOF, the parties have caused this Promissory Note to the Credit Agreement to be executed by their duly authorized officer(s).

COBANK, ACB

By: _____

Name: _____

Title: _____

RESOLUTION OF THE BOARD OF DIRECTORS

of

NORTHEAST LOUISIANA POWER COOPERATIVE, INC. WINNSBORO, LOUISIANA

WHEREAS, the above named borrower (the "Company"), under its articles of incorporation, bylaws, or other organizational documents has full power and authority to borrow money and to secure the same with its own property and property delivered to it for marketing or otherwise; and

WHEREAS, all prerequisite acts and proceedings preliminary to the adoption of this Resolution have been taken and done in due and proper form, time and manner;

NOW, THEREFORE, BE IT RESOLVED, that each of the following officers or positions (line out any not to be authorized under this Resolution) President, Vice President, Treasurer, Secretary, Assistant Secretary/General Manager and any others to be authorized under this Resolution (insert titles only) Accountant

("Officers") of the Company are jointly and severally authorized and empowered to obtain for and on behalf of the Company from time to time, from CoBank, ACB ("CoBank"), a loan or loans or other financial accommodations (including, without limitation, letters of credit, note purchase agreements and bankers acceptances) (collectively, a "Loan") under this Resolution; and for such purposes: (1) to execute such application or applications (including exhibits, amendments and/or supplements thereto) as may be required for all borrowings; (2) to obligate the Company to pay such rate or rates of interest as the Officers so acting shall deem proper, and in connection therewith to purchase such interest rate risk management products as may be offered from time to time by CoBank; (3) to obligate the Company to such other terms and conditions as the Officers so acting shall deem proper; (4) to obligate the Company to make such investments in CoBank as required by CoBank; (5) to execute and deliver to CoBank or its nominee all such written loan agreements, documents and instruments as may be required by CoBank in regard to or as evidence of any Loan made pursuant to the terms of this Resolution; (6) to pledge, grant a security interest or lien in, or assign property of the Company or property of others on which it is entitled to borrow, of any kind and in any amount as security for any or all obligations (past, present and/or future) of the Company to CoBank; (7) from time to time extend, amend, renew or refinance any such Loan; (8) to reborrow from time to time, subject to the provisions of this Resolution, all or any part of the amounts repaid to CoBank on any Loan made pursuant hereto (whether for the same or a different purpose); (9) to execute and deliver to CoBank an Electronic Commerce Master Service Agreement, a separate Service Agreement for each different service requested by the Company, and such other agreements, addenda, documents or instruments as may be required by CoBank in the event that the Company elects to use CoBank's electronic banking system (the "System"); (10) to execute and deliver to CoBank any agreements, addenda, authorization forms and other documents or instruments as may be required by CoBank in the event that the Company elects to use any services or products related to the Loan that are offered by CoBank now or in the future, including without limitation an automated clearing house (ACH) service; (11) to direct and delegate to designated employees of the Company the authority to direct, by written or telephonic instructions or electronically, if the Company has agreed to use the System for such purpose, the disposition of the proceeds of any Loan authorized herein or any property of the Company at any time held by CoBank; and (12) to delegate to designated employees of the Company the authority to request by telephonic or written means or electronically, if the Company has agreed to use the System for such purpose, loan advances and/or other financial accommodations, and in connection therewith, to fix rates and agree to pay fees. In the absence of any direction or delegation authorized in (11) or (12) above, all existing directions and/or delegations shall remain in full force and effect and shall be applicable to any Loan authorized herein.

RESOLVED FURTHER, That each of the Officers are hereby jointly and severally authorized to: (1) establish a Cash Investment Services Account at CoBank; (2) make such investments therein as any Officer shall deem proper; (3) direct by written or telephonic instructions or electronically, if the Company has agreed to use the System for such purposes, the disposition of the proceeds therein; (4) delegate to designated employees of the Company the authority set forth in (2) and (3) above; and (5) execute and deliver all documents and agreements necessary to carry out this authority.



RESOLVED FURTHER, That each of the Officers are hereby jointly and severally authorized and directed to do and/or cause to be done, from time to time, all things which may be necessary and/or proper for the carrying out of the terms of these Resolutions.

RESOLVED FURTHER, That all prior acts by the Officers or other employees or agents of the Company to accomplish the purposes of these Resolutions are hereby approved and ratified.

RESOLVED FURTHER, That any Officer of the Company is hereby authorized and directed to cast the ballot of the Company in any and all proceedings in which the Company is entitled to vote for the selection of a member of CoBank's board of directors or for any other purpose.

RESOLVED FURTHER, That these Resolutions shall remain in full force and effect until a certified copy of a duly adopted resolution effecting a revocation or amendment, as the case may be, shall have been received by CoBank. The authority hereby granted shall apply with equal force and effect to the successors in office of the Officers herein named.

RESOLVED FURTHER, That effective on the date when the Loan under these Resolutions becomes available, the following listed Resolutions are hereby revoked:

N/A

No such revocation shall affect the validity of any action or actions made or taken in reliance on such resolution(s) prior to the effective date of revocation.

RESOLVED FURTHER, That the Secretary or any Assistant Secretary of the Company is hereby authorized and directed to certify to CoBank a copy of these Resolutions, the names and specimen signatures of the present Officers above referred to, and if and when any change is made in the personnel of any said Officers, the fact of such change and the name and specimen signatures of the new Officers. CoBank shall be entitled to rely on any such certification until a new certification is actually received by CoBank.

CERTIFICATE

The undersigned, a Secretary or Assistant Secretary of the Company, hereby certifies that the Board of Directors, at a meeting duly called, noticed, convened and held on the 17th day of September, 2013, at which a quorum was present, did unanimously adopt the foregoing resolutions and that said resolutions have not been revoked or amended in any way.

Dated this 8th day of October, 2013.

By:

Richard Strong

Title:

SECRETARY

☒ Secretary or ☐ Assistant Secretary

RUS PROJECT DESIGNATION: Louisiana 12

**SUPPLEMENTAL MORTGAGE
AND
SECURITY AGREEMENT**

Made by and among

NORTHEAST LOUISIANA POWER COOPERATIVE, INC.

1411 Landis Street
Winnsboro, Louisiana 71295
Mortgagor and Debtor,
and

UNITED STATES OF AMERICA

Rural Utilities Service
Washington, D.C. 20250
Mortgagee

**NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION**

20701 Cooperative Way
Dulles, Virginia 20166
Mortgagee

COBANK, ACB

6340 South Fiddlers Green Circle
Greenwood Village, Colorado 80111
Mortgagee

Dated as of _____

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY.
THE DEBTOR AS MORTGAGOR IS A TRANSMITTING UTILITY.
MORTGAGOR'S ORGANIZATIONAL IDENTIFICATION NUMBER IS 01102360C
THIS INSTRUMENT CONTAINS PROVISIONS THAT COVER REAL AND PERSONAL
PROPERTY AND FIXTURES, AFTER-ACQUIRED PROPERTY, PROCEEDS, FUTURE
ADVANCES AND FUTURE OBLIGATIONS.
THE AGGREGATE MAXIMUM SUM SECURED HEREBY (THE "MAXIMUM DEBT LIMIT")
IS FIFTY MILLION DOLLARS (\$50,000,000.00).

EXHIBIT

D

State of Louisiana,
Parish of Franklin

District of Columbia

State of Colorado
County of Arapahoe

State of Virginia
County of Loudoun

BE IT KNOWN, that on the dates specifically referenced below, before the respective, the undersigned Notary Publics duly commissioned and qualified in and for their respective jurisdictions, and in the presence of the respective undersigned competent witnesses, personally came and appeared:

NORTHEAST LOUISIANA POWER COOPERATIVE, INC., a corporation existing under the laws of the State of Louisiana, whose mailing address is P.O. Box 1577 Winnsboro, Louisiana 71295-2644, and a federal taxpayer identification number of 72-0275430, represented herein by _____, its _____, duly authorized by a resolution of its the Board of Directors, a certified copy is attached hereto (hereinafter referred to as "Mortgagor").

and

Mortgagor does by these presents declare and acknowledge an indebtedness unto the Mortgagees who accept this mortgage:

COBANK, ACB, a federally chartered instrumentality of the United States (hereinafter called "CoBank"), having a place of business at 6340 South Fiddlers Green Circle, Greenwood Village, CO 80111, and a federal taxpayer identification number of 84-1286705, appearing herein through its undersigned representative, duly authorized hereunto; and

UNITED STATES OF AMERICA, acting by and through the Administrator of the Rural Utilities Service (hereinafter called the "Government"), have a place of business at United States Department of Agriculture, Washington, DC 20250-1500, and a federal taxpayer identification number of 53-0197900, appearing herein through its undersigned representative, duly authorized hereunto; and

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, a cooperative corporation under the laws of the District of Columbia, (hereinafter called "CFC"), having a place of business at 20701 Cooperative Way, Dulles, Virginia, 20166, and a federal taxpayer identification number of 52-0891669, appearing herein through its undersigned representative, duly authorized hereunto.

THIS SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT, dated as of July 26, 2021 (hereinafter sometimes called this "**Supplemental Mortgage**") is intended to confer rights and benefits on the Government, CFC and CoBank in accordance with this Supplemental Mortgage and the Original Mortgage (hereinafter defined) (the Government, CFC and CoBank being hereinafter sometimes collectively referred to as the "Mortgagees").

RECITALS

WHEREAS, the Mortgagor, the Government, CFC and CoBank are parties to that certain Restated Mortgage and Security Agreement, as supplemented, amended or restated (the "**Original Mortgage**") as identified in Schedule "A" of this Supplemental Mortgage) originally entered into between the Mortgagor, the Government, acting by and through the Administrator of the Rural Utilities Service (hereinafter called "**RUS**"), and CFC; and

WHEREAS, the Mortgagor deems it necessary to borrow money for its corporate purposes and to issue its promissory notes and other debt obligations therefor, and to mortgage and pledge its property hereinafter described or mentioned to secure the payment of the same, and to enter into this Supplemental Mortgage pursuant to which all secured debt of the Mortgagor hereunder shall be secured on parity (this Supplemental Mortgage and the Original Mortgage, as it may have been previously amended or supplemented, hereinafter may be called collectively the "**RUS Mortgage**"); and

WHEREAS, the RUS Mortgage, as supplemented hereby, preserves the priority of the Original Mortgage for the pro rata benefit of all the Mortgagees and secures the payment of all of the Mortgagor's outstanding indebtedness as listed in Instruments Recital of Schedule "A" hereto (collectively, the "**Outstanding Notes**"); and

WHEREAS, the Original Mortgage provides the terms by which additional pari passu obligations may be issued thereunder and further provides that the Original Mortgage may be supplemented from time to time to evidence that such obligations are entitled to the security of the Original Mortgage; and

WHEREAS, by their execution and delivery of this Supplemental Mortgage the parties hereto do hereby secure the Additional Notes listed in Schedule "A" pari passu with the Outstanding Notes under the Original Mortgage; and

WHEREAS, all acts necessary to make this Supplemental Mortgage a valid and binding legal instrument for the security of such notes and related obligations, subject to the terms of the RUS Mortgage, have been in all respects duly authorized.

Now, Therefore, This Supplemental Mortgage Witnesseth: That to secure the payment of the principal of (and premium, if any) and interest on all Notes issued hereunder according to their tenor and effect, and the performance of all provisions therein and herein contained, and in consideration of the covenants herein contained and the purchase or guarantee of Notes by the guarantors or holders thereof, the Mortgagor has mortgaged, pledged and granted a continuing security interest in, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey, assign, transfer, hypothecate, pledge, set over and confirm, pledge and grant a continuing security interest in for the purposes hereinafter expressed, unto the Mortgagees all property, rights, privileges and franchises of the Mortgagor of every kind and description, real, personal or mixed, tangible and intangible, of the kind or nature specifically mentioned herein or any other kind or nature, except any Excepted Property set forth on Schedule "C" hereof owned or hereafter acquired by the Mortgagor (by purchase, consolidation, merger, donation,

construction, erection or in any other way) wherever located, including (without limitation) all and singular the following:

A. all of those fee and leasehold interests in real property set forth in Schedule "B" hereto, subject in each case to those matters set forth in such Schedule; and

B. all of those fee and leasehold interests in real property set forth in Schedule "B" of the Original Mortgage or in any restatement, amendment or supplement thereto, subject in each case to those matters set forth in such Schedule; and

C. all of the kinds, types or items of property, now owned or hereafter acquired, described as Mortgaged Property in the Original Mortgage or in any restatement, amendment or supplement thereto as Mortgaged Property.

It is Further Agreed and Covenanted That the Original Mortgage, as previously restated, amended or supplemented, and this Supplemental Mortgage shall constitute one agreement and the parties hereto shall be bound by all of the terms thereof and, without limiting the foregoing:

1. All capitalized terms not defined herein shall have the meaning given in Article I of the Original Mortgage.

2. This Supplemental Mortgage is one of the Supplemental Mortgages contemplated by Article II of the Original Mortgage.

3. The Maximum Debt Limit for the RUS Mortgage shall be as set forth in Schedule "A" hereto.

4. It is further agreed that solely for purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted unto and in favor of the Mortgagees, up to the full amount of the Maximum Debt Limit, in principal, interest, costs, expenses, attorneys' fees and other fees and charges and consents to the Mortgagees foreclosing by executor process under Louisiana law.

[SIGNATURE PAGES TO FOLLOW]

THUS DONE, READ AND SIGNED, on _____, in the Franklin Parish, Louisiana, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with **NORTHEAST LOUISIANA POWER COOPERATIVE, INC.**, as Mortgagor, after reading of the whole.

**NORTHEAST LOUISIANA POWER
COOPERATIVE, INC.**

By: _____

Name: _____

Title: _____

(seal)

Attest: _____

Name: _____
Secretary

Witnesses:

Name: _____
Witness

Name: _____
Witness

NOTARY PUBLIC

Print Name of Notary: _____

Bar/Notary No.: _____

My Commission Expires: _____

THUS DONE, READ AND SIGNED, on _____, in the County of Arapahoe, State of Colorado, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with CoBank, ACB, as Mortgagee, after reading of the whole.

COBANK, ACB

By: _____

Name: _____

Title: Assistant Corporate Secretary

(seal)

Attest: _____

Name: _____
Assistant Corporate Secretary

Witnesses:

Name: _____
Witness

Name: _____
Witness

STATE OF COLORADO
COUNTY OF ARAPAHOE

)SS
)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ as Assistant Corporate Secretary of CoBank, ACB, a federally-chartered instrumentality of the United States.

Witness my hand and official seal.

Notary Public
Printed Name: _____

My commission expires: _____

(Notarial Seal)

THUS DONE, READ AND SIGNED, on _____, in the District of Columbia, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with the United States of America, as Mortgagee, after reading of the whole.

UNITED STATES OF AMERICA

By: _____

Name: _____

Title: Administrator of the Rural Utilities Service

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

Witnesses:

Name: _____
Witness

Name: _____
Witness

DISTRICT OF COLUMBIA) SS

On this _____ day of _____, 2021, personally appeared before me _____, who, being duly sworn, did say that he/she is the 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/she 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 heretofore set my hand and official seal the day and year last above written.

Notary Public

(Notarial Seal)

My commission expires: _____

THUS DONE, READ AND SIGNED, on _____, in the County of Loudoun, Commonwealth of Virginia, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with the National Rural Utilities Cooperative Finance Corporation, as mortgagee, after reading of the whole.

**NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION**

By: _____

Name: _____

Title: _____

(Seal)

Attest: _____
Assistant Secretary-Treasurer

Executed by the above-named Mortgagee
in the presence of:

Witnesses:

Name: _____
Witness

Name: _____
Witness

COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF LOUDOUN)

I, _____, a Notary Public in and for the Commonwealth of Virginia, County of Loudoun, do certify that _____, whose name is signed to the writing above, has acknowledged the same before me in my county aforesaid.

Given under my hand this _____ day of _____, 2021.

Notary Public

(Notarial Seal)

My Commission expires: _____

CERTIFICATE OF SECRETARY

I, _____ do hereby certify that I am the duly elected, qualified and acting Secretary of NORTHEAST LOUISIANA POWER COOPERATIVE, INC. (hereinafter called the "Mortgagor"), and the keeper of its records, that the following is a true and correct copy of a resolution duly adopted as a special meeting of the Board of Directors of the Mortgagor convened and held pursuant to and in accordance with the laws of the State of Louisiana and the articles of incorporation and bylaws of the Mortgagor on the _____ day of _____, 2021:

RESOLVED, that the _____ is authorized on behalf of NORTHEAST LOUISIANA POWER COOPERATIVE, INC., to execute and deliver as many counterparts as shall be deemed advisable of a Supplemental Mortgage and Security Agreement, by and among NORTHEAST LOUISIANA POWER COOPERATIVE, INC., United States of America, National Rural Utilities Cooperative Finance Corporation and CoBank, ACB, substantially in the form of the Supplemental Mortgage and Security Agreement presented to this meeting, that the foregoing resolution of the Board of Directors has not been rescinded or modified and that the same is at the date hereof in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of NORTHEAST LOUISIANA POWER COOPERATIVE, INC., this _____ day of _____, 2021.

Secretary

(Corporate Seal)

DRAFT

SUPPLEMENTAL MORTGAGE

SCHEDULE A: Part One

MAXIMUM DEBT LIMIT AND OTHER INFORMATION

1. The Maximum Debt Limit is \$50,000,000.00.
2. The Original Mortgage as referred to in the first WHEREAS clause above is more particularly described as follows:

Restated Mortgage and Security Agreement, dated as of December 1, 2009, by and among **NORTHEAST LOUISIANA POWER COOPERATIVE, INC.**, as Mortgagor; the **UNITED STATES OF AMERICA**, acting by and through the Administrator of the Rural Utilities Service, as a Mortgagee; and the **NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION**, as a Mortgagee, and recorded as follows:

<u>Recording Date</u>	<u>Parish (State)</u>	<u>Book, Page</u>	<u>Document No.</u>
February 2, 2010	East Carroll (LA)	211, 464	85457
February 2, 2010	Franklin (LA)	Book 377	338605
February 3, 2010	Madison (LA)	377, 1	124804
February 2, 2010	Morehouse (LA)	661, 698	220848
February 2, 2010	Richland (LA)	Book 424	347787
February 3, 2010	Tensas (LA)	114, 398	188604
February 2, 2010	West Carroll (LA)	238, 696	236602

Supplemental Mortgage and Security Agreement, dated as of October 30, 2014, by and among **NORTHEAST LOUISIANA POWER COOPERATIVE, INC.**, as Mortgagor; and the **UNITED STATES OF AMERICA**, acting by and through the Administrator of the Rural Utilities Service, as a Mortgagee; the **NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION**, as a Mortgagee; and **COBANK, ACB**, as a Mortgagee, and recorded as follows:

<u>Recording Date</u>	<u>Parish (State)</u>	<u>Book, Page</u>	<u>Document No.</u>
November 4, 2015	East Carroll (LA)	223, 49	90569
October 29, 2015	Franklin (LA)	437, 832	361306
October 29, 2015	Madison (LA)	430, 481	135178
November 2, 2015	Morehouse (LA)	735, 556	247731
October 29, 2015	Richland (LA)	Book 512	369213
November 3, 2015	Tensas (LA)	128, 838	196959
November 4, 2015	West Carroll (LA)	265, 317	250652

Supplemental Mortgage and Security Agreement, dated as of January 30, 2018, by and among **NORTHEAST LOUISIANA POWER COOPERATIVE, INC.**, as Mortgagor; and the **UNITED STATES OF AMERICA**, acting by and through the Administrator of the Rural Utilities Service, as a Mortgagee; the **NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION**, as a Mortgagee; and **COBANK, ACB**, as a Mortgagee, and recorded as follows:

<u>Recording Date</u>	<u>Parish (State)</u>	<u>Book, Page</u>	<u>Document No.</u>
April 11, 2018	East Carroll (LA)	227, 893	92371
April 9, 2018	Franklin (LA)	461, 103	370052
April 10, 2018	Madison (LA)	442, 509	139055
April 19, 2018	Morehouse (LA)	766, 153	258302
April 11, 2018	Richland (LA)	501, 442	377744
April 10, 2018	Tensas (LA)	135, 603	200489
April 11, 2018	West Carroll (LA)	277, 475	256268

3. The outstanding secured indebtedness described in the third WHEREAS clause above is more particularly described as follows:

OUTSTANDING NOTES issued to the Government¹:

<u>RUS Loan Designation</u>	<u>Face Amount of Note</u>	<u>Note Date</u>	<u>Maturity Date</u>	<u>% Rate²</u>
AS8 ³	\$5,747,000.00	01 Apr 2002	31 Dec 2036	V
AT8 ⁴	\$9,200,000.00	01 Dec 2009	31 Dec 2043	V

¹ "Government" as used in this listing refers to the United States of America acting through the Administrator of the Rural Utilities Service (RUS) or its predecessor agency, the Rural Electrification Administration (REA). Any Notes which are payable to a third party and which either RUS or REA has guaranteed as to payment are also described in this listing as being issued to the Government. Such guaranteed Notes are typically issued to the Federal Financing Bank (FFB), an instrumentality of the United States Department of Treasury, and held by RUS.

² V=variable interest rate calculated by RUS pursuant to title 7 of the Code of Federal Regulations (or by the Secretary of Treasury).

³ In addition to this note which the Mortgagor has issued to FFB, the Mortgagor has also issued a corresponding promissory note to RUS designated as the certain "Reimbursement Note" bearing even date therewith. Such Reimbursement Note is payable to the Government on demand and evidences the Mortgagor's obligation immediately to repay RUS, any payment which RUS may make pursuant to the RUS guarantee of such FFB note, together with interest, expenses and penalties (all as described in such Reimbursement Note). Such Reimbursement Note is an "Additional Note issued to the Government" for purposes of this Schedule A of this Supplemental Mortgage and is entitled to all of the benefits and security of the Mortgage.

⁴ See footnote 3 in this Schedule A.

SCHEDULE A: Part Two

The outstanding secured obligations of the Mortgagor referred to in the fourth WHEREAS clause above are evidenced by the Outstanding Notes described below:

OUTSTANDING NOTES issued to CFC:

NONE.

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SCHEDULE A: Part Three

CoBank, ACB

The outstanding secured obligations of the Mortgagor referred to in the fourth WHEREAS clause above are evidenced by the Outstanding Notes described below:

OUTSTANDING NOTES issued to CoBank:

<u>CoBank Loan Designation</u>	<u>Face Amount of Note</u>	<u>Note Date</u>	<u>Maturity Date</u>	<u>% Rate</u>
00086267T01	\$808,551.53	October 19, 2018	June 20, 2027	Variable
00086267T04	\$778,381.62	October 19, 2018	April 20, 2027	Variable
00086267T05	\$3,410,514.79	October 19, 2018	December 20, 2037	3.689

4. The Additional Notes described in the fifth WHEREAS clause above are more particularly described as follows:

ADDITIONAL NOTES issued to CoBank:

<u>CoBank Loan Designation</u>	<u>Face Amount of Note</u>	<u>Note Date</u>	<u>Maturity Date</u>	<u>% Rate</u>
00086267T06	\$3,000,000.00	July 26, 2021	August 20, 2041	Variable

SUPPLEMENTAL MORTGAGE

SCHEDULE B

PROPERTY SCHEDULE

The fee and leasehold interests in real property referred to in clause A of the granting clauses are described as follows:

1. A certain lot or parcel of land in a certain deed, dated July 27, 1944, by T. B. McDuff, grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of Franklin Parish, in the State of Louisiana, in book 50, Page 246, dated July 28, 1944.
2. A certain tract of land described in a certain deed, dated June 21, 1952, by Langford Prewett and Allie M. Prewett, grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of Franklin Parish, in the State of Louisiana, in Book 80, Page 622, dated June 24, 1952.
3. A certain tract of land described in a certain deed, dated April 14, 1961, by Winnsboro State Bank & Trust Company, grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of Franklin Parish, in the State of Louisiana in Notarial Book 117, Page 622, dated April 17, 1961.
4. A certain tract of land described in a certain deed, dated November 10, 1950, by B. S. Landis and Idabelle Landis, grantors, to the Mortgagor, as grantee and recorded in the Office of the Clerk of Court of Franklin Parish, in the State of Louisiana, in Book 76, Page 596, dated November 16, 1950.
5. A certain tract of land described in a certain deed, dated April 14, 1950, by Marvin Kirkland, grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of West Carroll Parish, in the State of Louisiana, in Box 36, Page 589, dated April 14, 1950.
6. A certain tract of land described in a certain deed, dated April 9, 1957, by Joe T. Kelly, W. O. James, and James D. McIntosh, grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of West Carroll Parish, in the State of Louisiana, in Book 49, Page 259, dated April 9, 1957.
7. A certain tract of land described in a certain deed, dated August 9, 1939, by Mrs. R. A. Hunter (Leona) and R. A. Hunter, grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of court of Richland Parish, in the State of Louisiana, in Book 89, Folio 42, dated August 9, 1939.
8. A certain tract of land described in a certain deed, dated May 31, 1966, by Mrs. Paul J. Clay, Mrs. Stella M. Johnston, Newell Elmo Johnston, John Clay Johnston, Mrs. Georgia Johnson, Wynonia Eugenia Johnston Cullum, Monnie Faye Johnston Cox, Albert Harold Johnston, and Annette Harrelson Doggett, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of court of Morehouse Parish, in the State of Louisiana, in Book 238, Page 138, dated May 31, 1966.

9. A certain tract of land described in a certain deed, dated March 26, 1975, by Cecil Hammack and Mamie Harper Hammack, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of West Carroll Parish, in the State of Louisiana, in Book 82, Page 585, dated March 26, 1975; less a certain tract of land (1.146 acres) described in a certain deed, dated March 18, 1986, by Northeast Louisiana Power Cooperative, Inc., to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of West Carroll Parish, in the State of Louisiana, in book 115, Page 450, dated June 2, 1986.
10. A certain tract of land described in a certain deed, dated October 28, 1975, by Lila Brooks Hyde and Alma Brooks Myer, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk or Court of Franklin Parish, in the State of Louisiana, in Book 176, File No. 200702, dated October 30, 1975.
11. A certain tract of land described in a certain deed, dated April 11, 1978, by Douglas R. Sanders and Aline Russell Sanders, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of Morehouse Parish, in the State of Louisiana, in book 333, Page 115, dated April 11, 1978; less a certain tract of land described in a certain deed, dated August 21, 2007, by Northeast Louisiana Power Cooperative, Inc., as grantor, to the Department of Transportation and Development of the State of Louisiana, and recorded in the Office of the Clerk of Court of Morehouse parish in the State of Louisiana, in Book 495, Page 596.
12. A certain tract of land described in a certain deed, dated April 8, 1981, by Bardell Bostick, husband of Rhonda Jean McIntyre Bostick, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of Morehouse Parish, in the State of Louisiana, in Book 361, Page 239, dated April 8, 1981.
13. INTENTIONALLY OMITTED.
14. A certain tract of land described in a certain deed, dated October 16, 1982, by Gary Montcalm, and his wife, Delores Rodriquez Montcalm, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of Morehouse Parish, in the State of Louisiana, in Book 375, page 550, dated October 26, 1982.
15. A certain tract of land described in a certain deed, dated December 15, 1994, by Winnsboro State Bank & Trust Company, grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of Franklin Parish, in the State of Louisiana, in Book 312, Page 889, dated February 14, 1995.
16. A certain tract of land described in a certain deed, dated April 4, 2001, by David Rodney Anders, Cheryl W. Anders, and Millicent Anders Boyett, grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of Franklin Parish in the State of Louisiana, in Book 342, Page 316, dated April 4, 2001.
17. A certain tract of land described in a certain deed, dated December 21, 2001, by Dorothy Lee Roach, Virginia Ann Roach Majewski, David Giles Roach, Joyce Roach Jackson, Charlie Paul Roach, Walter Roach Trust, Walter Harry roach, David George Huckaby Family Trust, Dr. David George Huckaby, Dr. Dale Alan Huckaby, and Mary Gail Huckaby Carter, grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Court of Franklin Parish, in the State of Louisiana, in Book 295, Folio 303523, dated January 25, 2002.

18. A certain tract of land described in a certain deed, dated August 18, 2008, by Judith Ann Wiltshire Pickering and James Albert Wiltshire and Elaine McDonald Wilshire, grantors, to the Mortgagor, as grantee; and recorded in the Office of the Clerk of Court of Franklin Parish, in the State of Louisiana, in Book 390, Page 842, dated August 19, 2008.

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SUPPLEMENTAL MORTGAGE

SCHEDULE C

EXCEPTED PROPERTY

The Excepted Property as defined in the Original Mortgage;

And

As to CoBank only:

All buildings located within a Special Flood Hazard Area EXCEPT any such building located on the Main Office property located at 1411 Landis Street, Winnsboro, Louisiana; the Bastrop Branch Office property located at 11928 Old Bonita Road, Bastrop, Louisiana; and the Oak Grove Branch Office property located at 107 Jarson Street, Oak Grove, Louisiana.

The Excepted Property is intended to include only the buildings located within the special flood hazard area and does not include the Main Office, the Bastrop Branch Office and the Oak Grove Branch Office or any land or other improvements located within such special flood hazard area.

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