

October 19, 2026

Via Electronic Filing System

Mr. Justin McNeil
Executive Director
Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602

*RE: Electronic Application of Jackson Purchase Energy Corporation for Authority
to Extend its Debt Limit; Establish a Perpetual Line of Credit; and Energy Debt
Obligation*
Case No. 2026-00033

Dear Mr. McNeil,

Enclosed, please find for filing, Jackson Purchase Energy Corporation's (Jackson Purchase) filing to comply with Ordering Paragraph 7 of the Commission's May 20, 2026 Order in the above styled case.

This is to certify that the electronic filing was made on October 19, 2026, and there are no parties the Commission has excused from electronic filing procedures. Pursuant to the Commission's July 22, 2022 Order in Case No. 2020-00085, no paper copies of filings will be made.

If you have any questions, please let me know.

Sincerely,

Heather Temple

Heather S. Temple

Enc.

LOAN AGREEMENT

LOAN AGREEMENT (this "Agreement") dated as of August 27th, 2026, between JACKSON PURCHASE ENERGY CORPORATION ("Borrower"), a corporation organized and existing under the laws of the State of Kentucky, and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION ("CFC"), a cooperative association organized and existing under the laws of the District of Columbia.

RECITALS

WHEREAS, the Borrower has applied to CFC for a loan for the purposes set forth in Schedule 1 hereto, and CFC is willing to make such a loan to the Borrower on the terms and conditions stated herein; and

WHEREAS, the Borrower has agreed to execute one or more secured promissory notes to evidence an indebtedness in the aggregate principal amount of the CFC Commitment (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

Section 1.01 For purposes of this Agreement, the following capitalized terms shall have the following meanings (such definitions to be equally applicable to the singular and the plural form thereof). Capitalized terms that are not defined herein shall have the meanings as set forth in the Mortgage.

"Accounting Requirements" shall mean any system of accounts prescribed by a federal regulatory authority having jurisdiction over the Borrower (including but not limited to that prescribed by the financial and statistical report required by RUS, commonly known as the "RUS Form 7"), or in the absence thereof, the requirements of GAAP applicable to businesses similar to that of the Borrower.

"Advance" shall mean each advance of funds by CFC to the Borrower pursuant to the terms and conditions of this Agreement.

"Amortization Basis Date" shall mean the first calendar day of the month following the end of the Billing Cycle in which the Advance occurs, provided, however, that if the Advance is made on the first day of a Billing Cycle, and such day is a Business Day, then the Amortization Basis Date shall be the date of the Advance.

"Average DSC Ratio" shall mean the average of the Borrower's two highest annual DSC Ratios during the most recent three calendar years.

"Billing Cycle" shall mean any 3-month period ending on, and including, a Payment Date.

"Business Day" shall mean any day that both CFC and the depository institution CFC utilizes for funds transfers hereunder are open for business.

"CFC Commitment" shall have the meaning ascribed to it in Schedule 1 hereto.

"CFC Fixed Rate" shall mean (i) such fixed rate as is then available for loans similarly classified pursuant to CFC's policies and procedures then in effect, or (ii) such other fixed rate as may be agreed to by the parties and reflected on the written requisition for funds in the form attached as Exhibit A hereto.

"CFC Fixed Rate Term" shall mean the specific period of time that a CFC Fixed Rate is in effect for an Advance.

"CFC Variable Rate" shall mean (i) the rate established by CFC for variable interest rate long-term loans similarly classified pursuant to the long-term loan programs established by CFC from time to time, or (ii) such other variable rate as may be agreed to by the parties on the written requisition for funds in the form attached as Exhibit A hereto.

"CREB Provisions" shall mean the specific covenants relating to funds requisition, tax status of the CREBs and completion and termination certificates contained in any loan agreements related to a clean renewable energy project of the Borrower funded by proceeds of one or more series of clean renewable energy bonds issued by CFC.

"CoBank" shall mean CoBank, ACB, a federally chartered instrumentality of the United States.

"Conversion Request" shall mean a written request to CFC from any duly authorized officer or other employee of the Borrower requesting an interest rate conversion available pursuant to the terms of this Agreement.

"Debt Service Coverage ("DSC") Ratio" shall mean the ratio determined as follows: for any calendar year add (i) Operating Margins, (ii) Non-Operating Margins--Interest, (iii) Interest Expense, (iv) Depreciation and Amortization Expense, and (v) cash received in respect of generation and transmission and other capital credits, and divide the sum so obtained by the sum of all payments of Principal and Interest Expense required to be made during such calendar year; provided, however, that in the event that any amount of Long-Term Debt has been refinanced during such year, the payments of Principal and Interest Expense required to be made during such year on account of such refinanced amount of Long-Term Debt shall be based (in lieu of actual payments required to be made on such refinanced amount of Long-Term Debt) upon the larger of (a) an annualization of the payments required to be made with respect to the refinancing debt during the portion of such year such refinancing debt is outstanding or (b) the payment of Principal and Interest Expense required to be made during the following year on account of such refinancing debt.

"Default Rate" shall mean a rate per annum equal to the interest rate in effect for an Advance plus two hundred (200) basis points.

"Depreciation and Amortization Expense" shall mean an amount constituting the depreciation and amortization of the Borrower computed pursuant to Accounting Requirements.

"Distributions" shall mean, with respect to the Borrower, any dividend, patronage refund, patronage capital retirement or cash distribution to its members, or consumers (including but not limited to any general cancellation or abatement of charges for electric energy or services furnished by the Borrower). The term "Distribution" shall *not* include (a) a distribution by the Borrower to the estate of a deceased patron, (b) repayment by the Borrower of a membership fee upon termination of a membership, or (c) any rebate to a patron resulting from a cost abatement received by the Borrower, such as a reduction of wholesale power cost previously incurred.

"Draw Period" shall have the meaning ascribed to it in Schedule 1 hereto.

"Environmental Laws" shall mean all laws, rules and regulations promulgated by any Governmental Authority, with which the Borrower is required to comply, regarding the use, treatment, discharge, storage, management, handling, manufacture, generation, processing, recycling, distribution, transport, release of or exposure to any Hazardous Material.

"Equity" shall mean the aggregate of the Borrower's equities and margins computed pursuant to Accounting Requirements.

"Event of Default" shall have the meaning as described in Article VI hereof.

"GAAP" shall mean generally accepted accounting principles in the United States of America as in effect from time to time.

"Governmental Authority" shall mean the government of the United States of America, any other nation or government, any state or other political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Hazardous Material" shall mean any (a) petroleum or petroleum products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, lead and radon gas, and (b) any other substance designated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law.

"Interest Expense" shall mean an amount constituting the interest expense with respect to Long-Term Debt of the Borrower computed pursuant to Accounting Requirements. In computing Interest Expense, there shall be added, to the extent not otherwise included, an amount equal to 33-1/3% of the excess of Restricted Rentals paid by the Borrower over 2% of the Borrower's Equity.

"Interest Rate Reset Date" shall mean, with respect to any Advance, the first day following the expiration of the CFC Fixed Rate Term for such Advance.

"LCTC Purchase Provisions" shall mean the specific conditions and covenants in any Prior Loan Document requiring the Borrower to purchase subordinated debt instruments issued by CFC that may be referred to in Prior Loan Documents as "LCTCs", "Loan Capital Term Certificates", "Capital Certificates", "Equity Certificates", "Subordinated Term Certificates" or instruments with other like designations.

"Lien" shall mean any statutory or common law consensual or non-consensual mortgage, pledge, security interest, encumbrance, lien, right of set off, claim or charge of any kind, including,

without limitation, any conditional sale or other title retention transaction, any lease transaction in the nature thereof and any secured transaction under the Uniform Commercial Code.

"Loan Documents" shall mean this Agreement, the Note, the Mortgage and all other documents or instruments executed, delivered or executed and delivered by the Borrower and evidencing, securing, governing or otherwise pertaining to the loan made by CFC to the Borrower pursuant to this Agreement.

"Long-Term Debt" shall mean an amount constituting the long-term debt of the Borrower computed pursuant to Accounting Requirements.

"Make-Whole Premium" shall mean, with respect to any principal sum of a CFC Fixed Rate Advance paid prior to the expiration of the CFC Fixed Rate Term applicable thereto (the "Prepaid Principal Amount"), an amount calculated as set forth below. The Make-Whole Premium represents CFC's reinvestment loss resulting from making a fixed rate loan.

(1) Compute the amount of interest ("Loan Interest") that would have been due on the Prepaid Principal Amount at the applicable CFC Fixed Rate for the period from the prepayment date through the end of the CFC Fixed Rate Term (such period is hereinafter referred to as the "Remaining Term"), calculated on the basis of a 30-day month/360-day year, adjusted to include any amortization of principal in accordance with the amortization schedule that would have been in effect for the Prepaid Principal Amount.

(2) Compute the amount of interest ("Investment Interest") that would be earned on the Prepaid Principal Amount (adjusted to include any applicable amortization) if invested in a United States government security with a term equivalent to the Remaining Term, calculated on the basis of a 30-day month/360-day year. The yield used to determine the amount of Investment Interest shall be based upon United States government security yields dated no more than two Business Days prior to the prepayment date in Federal Reserve statistical release H.15 (519), under the caption "U.S. Government Securities/Treasury Constant Maturities". If there is no such United States government security under said caption with a term equivalent to the Remaining Term, then the yield shall be determined by interpolating between the terms of whole years nearest to the Remaining Term.

(3) Subtract the amount of Investment Interest from the amount of Loan Interest. If the difference is zero or less, then the Make-Whole Premium is zero. If the difference is greater than zero, then the Make-Whole Premium is a sum equal to the present value of the difference, applying as the present value discount a rate equal to the yield utilized to determine Investment Interest.

"Maturity Date" with respect to each Note shall have the meaning ascribed to it therein.

"Mortgage" shall have the meaning as described in Schedule 1 hereto.

"Mortgaged Property" shall have the meaning ascribed to it in the Mortgage.

"Non-Operating Margins--Interest" shall mean the amount representing the interest component of non-operating margins of the Borrower computed pursuant to Accounting Requirements.

"Note" or "Notes" shall mean each secured promissory note, payable to the order of CFC, executed by the Borrower, dated as of even date herewith, pursuant to this Agreement as identified on Schedule 1 hereto, and shall include all substitute, amended or replacement promissory notes.

"Obligations" shall mean any and all liabilities, obligations or indebtedness owing by the Borrower to CFC, of any kind or description, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

"Operating Margins" shall mean the amount of patronage capital and operating margins of the Borrower computed pursuant to Accounting Requirements.

"Payment Date" shall mean the last day of each of the months referred to in Schedule 1.

"Permitted Encumbrances" shall have the meaning ascribed to it in the Mortgage.

"Person" shall mean natural persons, sole proprietorships, cooperatives, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, associations, companies, trusts or other organizations, irrespective of whether they are legal entities, and Governmental Authorities.

"Prepayment Administrative Fee" shall mean an amount equal to thirty three one-hundredths of one percent (0.33%) of the amount being prepaid.

"Principal" shall mean the amount of principal billed on account of Long-Term Debt of the Borrower computed pursuant to Accounting Requirements.

"Prior Loan Documents" shall mean, collectively, all long term loan agreements entered into prior to the date hereof by and between CFC and the Borrower, and all promissory notes delivered pursuant thereto secured under the Mortgage, other than loan agreements and notes or bonds representing loans sold, transferred assigned or otherwise endorsed by CFC to a purchaser thereof.

"Public Organic Record" shall have the meaning set forth in the Uniform Commercial Code of the jurisdiction of organization of the Borrower.

"Restricted Rentals" shall mean all rentals required to be paid under finance leases and charged to income, exclusive of any amounts paid under any such lease (whether or not designated therein as rental or additional rental) for maintenance or repairs, insurance, taxes, assessments, water rates or similar charges. For the purpose of this definition the term "finance lease" shall mean any lease having a rental term (including the term for which such lease may be renewed or extended at the option of the lessee) in excess of three (3) years and covering property having an initial cost in excess of \$250,000 other than automobiles, trucks, trailers, other vehicles (including without limitation aircraft and ships), office, garage and warehouse space and office equipment (including without limitation computers).

"RUS" shall mean the Rural Utilities Service, an agency of the United States Department of Agriculture, or if at any time after the execution of this Agreement RUS is not existing and performing the duties of administering a program of rural electrification as currently assigned to it, then the entity performing such duties at such time.

"Subsidiary" as to any Person, shall mean a corporation, partnership, limited partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Total Assets" shall mean an amount constituting the total assets of the Borrower computed pursuant to Accounting Requirements.

"Total Utility Plant" shall mean the amount constituting the total utility plant of the Borrower computed pursuant to Accounting Requirements.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 The Borrower represents and warrants to CFC that as of the date of this Agreement:

A. Good Standing. The Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, is duly qualified to do business and is in good standing in those states in which it is required to be qualified to conduct its business. The Borrower is a member in good standing of CFC.

B. Subsidiaries and Ownership. Schedule 1 hereto sets forth a complete and accurate list of the Subsidiaries of the Borrower showing the percentage of the Borrower's ownership of the outstanding stock, membership interests or partnership interests, as applicable, of each Subsidiary.

C. Authority; Validity. The Borrower has the power and authority to enter into this Agreement, the Note and the Mortgage; to make the borrowing hereunder; to execute and deliver all documents and instruments required hereunder and to incur and perform the obligations provided for herein, in the Note and in the Mortgage, all of which have been duly authorized by all necessary and proper action; and no consent or approval of any Person, including, as applicable and without limitation, members of the Borrower, which has not been obtained is required as a condition to the validity or enforceability hereof or thereof.

Each of this Agreement, the Note and the Mortgage is, and when fully executed and delivered will be, legal, valid and binding upon the Borrower and enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity.

D. No Conflicting Agreements. The execution and delivery of the Loan Documents and performance by the Borrower of the obligations thereunder, and the transactions contemplated hereby or thereby, will not: (i) violate any provision of law, any order, rule or regulation of any court or other Governmental Authority, any award of any arbitrator, the articles

of incorporation or bylaws of the Borrower, or any indenture, contract, agreement, mortgage, deed of trust or other instrument to which the Borrower is a party or by which it or any of its property is bound; or (ii) be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under, any such award, indenture, contract, agreement, mortgage, deed of trust or other instrument, or result in the creation or imposition of any Lien (other than contemplated hereby) upon any of the property or assets of the Borrower.

The Borrower is not in default of any of its obligations to RUS and/or CoBank or, in any material respect, under any agreement or instrument to which it is a party or by which it is bound and no event or condition exists which constitutes a default, or with the giving of notice or lapse of time, or both, would constitute a default under any such agreement or instrument.

E. Taxes. The Borrower, and each of its Subsidiaries, has filed or caused to be filed all federal, state and local tax returns which are required to be filed and has paid or caused to be paid all federal, state and local taxes, assessments, and Governmental Authority charges and levies thereon, including interest and penalties to the extent that such taxes, assessments, and Governmental Authority charges and levies have become due, except for such taxes, assessments, and Governmental Authority charges and levies which the Borrower or any Subsidiary is contesting in good faith by appropriate proceedings for which adequate reserves have been set aside.

F. Licenses and Permits. The Borrower has duly obtained and now holds all licenses, permits, certifications, approvals and the like necessary to own and operate its property and business that are required by Governmental Authorities and each remains valid and in full force and effect.

G. Litigation. There are no outstanding judgments, suits, claims, actions or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower, its Subsidiaries or any of their respective properties which, if adversely determined, either individually or collectively, would have a material adverse effect upon the business, operations, prospects, assets, liabilities or financial condition of the Borrower or its Subsidiaries. The Borrower and its Subsidiaries are not, to the Borrower's knowledge, in default or violation with respect to any judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority which would have a material adverse effect upon the business, operations, prospects, assets, liabilities or financial condition of the Borrower or its Subsidiaries.

H. Financial Statements. The balance sheet of the Borrower as at the date identified in Schedule 1 hereto, the statement of operations of the Borrower for the period ending on said date, each included in the Borrower's most recent audited financial statements and the interim financial statements of the Borrower, all heretofore furnished to CFC, are complete and correct. Said balance sheet fairly presents the financial condition of the Borrower as at said date and said statement of operations fairly reflects its operations for the period ending on said date. The Borrower has no contingent obligations or extraordinary forward or long-term commitments except as specifically stated in said balance sheet, elsewhere in the Borrower's most recent audited financial statements or herein. There has been no material adverse change in the financial condition or operations of the Borrower from that set forth in said financial statements except changes disclosed in writing to CFC prior to the date hereof.

I. Borrower's Legal Status. Schedule 1 hereto accurately sets forth: (i) the Borrower's name on its Public Organic Record, (ii) the Borrower's organizational type and jurisdiction of organization and, (iii) the Borrower's place of business or, if more than one, its chief executive office as well as the Borrower's mailing address if different.

J. Required Approvals. No license, consent or approval of any Governmental Authority is required to enable the Borrower to enter into this Agreement, the Note and the Mortgage, or to perform any of its Obligations provided for in such documents, including without limitation (and if applicable), that of any state public utilities commission and any state public service commission, except as disclosed in Schedule 1 hereto, all of which the Borrower has obtained prior to the date hereof.

K. Compliance With Laws. The Borrower and each Subsidiary is in compliance, in all material respects, with all applicable requirements of law and all applicable rules and regulations of each Governmental Authority.

L. Disclosure. To the Borrower's knowledge, information and belief, neither this Agreement nor any document, certificate or financial statement furnished to CFC by or on behalf of the Borrower in connection herewith (all such documents, certificates and financial statements, taken as a whole) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein and therein not misleading.

M. No Other Liens. As to property which is presently included in the description of Mortgaged Property, the Borrower has not, without the prior written approval of CFC, executed or authenticated any security agreement or mortgage, or filed or authorized any financing statement to be filed with respect to assets owned by it, other than security agreements, mortgages and financing statements in favor of RUS, CoBank, and/or CFC, except as disclosed in writing to CFC prior to the date hereof or relating to Permitted Encumbrances.

N. Environmental Matters. Except as to matters which individually or in the aggregate would not have a material adverse effect upon the business or financial condition of the Borrower or its Subsidiaries, (i) the Borrower is in compliance with all Environmental Laws (including, but not limited to, having any required permits and licenses), (ii) there have been no releases (other than releases remediated in compliance with Environmental Laws) from any underground or aboveground storage tanks (or piping associated therewith) that are or were present at the Mortgaged Property, (iii) the Borrower has not received written notice or claim of any violation of any Environmental Law, (iv) there is no pending investigation of the Borrower in regard to any Environmental Law, and (v) to the best of the Borrower's knowledge, there has not been any release or contamination (other than releases or contamination remediated in compliance with Environmental Laws) resulting from the presence of Hazardous Materials on property owned, leased or operated by the Borrower.

ARTICLE III

LOAN

Section 3.01 Advances. The Borrower shall submit its request for an Advance to CFC in writing (which may be submitted by facsimile) no later than 12:00 noon local time at CFC's offices in Dulles, Virginia on the Business Day prior to the Business Day the Borrower seeks to have funds advanced.

At the end of the Draw Period, CFC shall have no further obligation to make Advances. The obligation of the Borrower to repay the Advances shall be evidenced by one or more Notes.

Section 3.02 Interest Rate and Payment. Notes shall be payable and bear interest as follows:

A. Payments; Maturity; Amortization.

(i) Each Note shall have a Maturity Date that is not more than forty (40) years from the date hereof, *provided, however*, that if such date is not a Payment Date, then the Maturity Date shall be the Payment Date immediately preceding such date.

(ii) Prior to or at the time of each Advance, the Borrower shall elect an amortization method for principal with respect to such Advance. Each Advance shall amortize over a period elected by the Borrower, *provided, however*, that such period shall not (a) exceed thirty-five (35) years from the date of such Advance and (b) extend beyond the Maturity Date. If no election is made, then the Advance shall amortize over a period ending on the earlier of the date that is thirty-five (35) years from the date of such Advance and the Maturity Date.

For each Advance, the Borrower shall promptly pay interest in the amount invoiced on each Payment Date until the first Payment Date of the Billing Cycle in which the Amortization Basis Date occurs. On such Payment Date, and on each Payment Date thereafter, the Borrower shall promptly pay interest and principal in the amounts invoiced. If not sooner paid, any amount due on account of the unpaid principal, interest accrued thereon and fees, if any, shall be due and payable on the Maturity Date. The amortization method for each Advance shall be as stated on Schedule 1 or, if not so stated, then as stated on the written requisition for such Advance submitted by the Borrower to CFC pursuant to the terms hereof.

(iii) CFC will invoice the Borrower at least ten (10) days before each Payment Date, *provided, however*, that CFC's failure to send an invoice shall not constitute a waiver by CFC or be deemed to relieve the Borrower of its obligation to make payments as and when due as provided for herein.

(iv) No provision of this Agreement or of any Note shall require the payment, or permit the collection, of interest in excess of the highest rate permitted by applicable law.

B. Application of Payments. Each payment shall be applied to the Obligations as follows: (i) first, to any fees, costs, expenses or charges due other than interest or principal, (ii) second, to interest accrued and unpaid, and (iii) third, the balance, if any, to the outstanding principal balance of the Obligations.

C. Selection of Interest Rate and Interest Rate Computation. Prior to each Advance on a Note, the Borrower must select in writing either a CFC Fixed Rate or the CFC Variable Rate, as follows:

(i) CFC Fixed Rate. If the Borrower selects a CFC Fixed Rate for an Advance, then such rate shall be in effect for the CFC Fixed Rate Term selected by the Borrower. CFC shall provide the Borrower with at least sixty (60) days prior written or electronic notice of the Interest Rate Reset Date for such Advance. The Borrower may then select any available interest rate option for such Advance pursuant to CFC's policies of general application. The Advance shall bear interest according to the interest rate option so selected beginning on the Interest Rate Reset Date. If the

Borrower does not select an interest rate in writing prior to the Interest Rate Reset Date, then beginning on the Interest Rate Reset Date the Advance shall bear interest at, the CFC Variable Rate. CFC agrees that its long-term loan policies will include a fixed interest rate option until the Maturity Date. For any Advance, the Borrower may not select a CFC Fixed Rate with a CFC Fixed Rate Term that extends beyond the Maturity Date. Interest on Advances bearing interest at a CFC Fixed Rate shall be computed on the basis of a 30-day month and 360-day year.

(ii) CFC Variable Rate. If the Borrower selects the CFC Variable Rate for an Advance, then such CFC Variable Rate shall apply until the Maturity Date, unless the Borrower elects to convert to a CFC Fixed Rate pursuant to the terms hereof. Interest on Advances bearing interest at the CFC Variable Rate shall be computed for the actual number of days elapsed on the basis of a year of 365 days.

Section 3.03 Conversion of Interest Rates. The Borrower may at any time exercise any or all of the following interest rate conversion options by submitting a Conversion Request. The effective date of the interest rate conversion shall be determined by CFC pursuant to its policies of general application.

A. CFC Variable Rate to a CFC Fixed Rate. The Borrower may convert the interest rate on an outstanding Advance from the CFC Variable Rate to a CFC Fixed Rate without a fee. Upon such conversion, the new interest rate shall be the CFC Fixed Rate in effect on the date of the Conversion Request for the CFC Fixed Rate Term selected by the Borrower.

B. CFC Fixed Rate to CFC Variable Rate. The Borrower may convert the interest rate on an outstanding Advance from a CFC Fixed Rate to the CFC Variable Rate, provided that the Borrower promptly pays the invoiced amount for any applicable conversion fee calculated pursuant to CFC's long-term loan policies as established from time to time for similarly classified long-term loans. Upon such conversion, the new interest rate shall be the CFC Variable Rate in effect on the date of the Conversion Request.

C. A CFC Fixed Rate to Another CFC Fixed Rate. The Borrower may convert the interest rate on an outstanding Advance from a CFC Fixed Rate to a different CFC Fixed Rate by selecting a different CFC Fixed Rate Term, provided that the Borrower promptly pays the invoiced amount for any applicable conversion fee calculated pursuant to CFC's long-term loan policies as established from time to time for similarly classified long-term loans. Upon such conversion, the new interest rate shall be the CFC Fixed Rate in effect on the date of the Conversion Request for the new CFC Fixed Rate Term selected by the Borrower.

Section 3.04 Optional Prepayment. The Borrower may at any time, on not less than thirty (30) days prior written notice to CFC, prepay any Advance, in whole or in part. In the event the Borrower prepays all or any part of an Advance (regardless of the source of such prepayment and whether voluntary, by acceleration or otherwise), the Borrower shall pay any Prepayment Administrative Fee and/or Make-Whole Premium as CFC may prescribe pursuant to the terms of this Section 3.04. All prepayments shall be accompanied by payment of accrued and unpaid interest on the amount of and to the date of the repayment. All prepayments shall be applied (i) first, to any fees, costs, expenses or charges due hereunder other than interest or principal, (ii) second, to the payment of accrued and unpaid interest, and (iii) third, the balance, if any, to the outstanding principal balance of the applicable Advance.

If the Advance bears interest at the CFC Variable Rate, then the Borrower may on any Business Day prepay the Advance or any portion thereof, provided that the Borrower pays together therewith the Prepayment Administrative Fee. If the Advance bears interest at a CFC Fixed Rate, then the Borrower may prepay the Advance on (a) the Business Day before an Interest Rate Reset Date, provided that the Borrower pays together therewith the Prepayment Administrative Fee, or (b) any other Business Day, provided that the Borrower pays together therewith the Prepayment Administrative Fee and any applicable Make-Whole Premium.

Section 3.05 Mandatory Prepayment. If there is a change in the Borrower's corporate structure (including without limitation by merger, consolidation, conversion or acquisition), then upon the effective date of such change, (a) the Borrower shall no longer have the ability to request, and CFC shall have no obligation to make, Advances hereunder and (b) the Borrower shall prepay the outstanding principal balance of all Obligations, together with any accrued but unpaid interest thereon, any unpaid costs or expenses provided for herein, and a prepayment premium as set forth in any agreement between the Borrower and CFC with respect to any such Obligation or, if not specified therein, as prescribed by CFC pursuant to its policies of general application in effect from time to time.

Notwithstanding the foregoing, if after giving effect to such change in the Borrower's corporate structure, Borrower, or its successor in interest, is engaged in the furnishing of electric utility services to its members and patrons for their use as ultimate consumers and is organized as a cooperative, nonprofit corporation, public utility district, municipality, or other public governmental body, Borrower shall retain the ability to request, and CFC shall retain the obligation to make, Advances hereunder and no prepayment shall be required under this Section 3.05.

Section 3.06 Default Rate. If the Borrower defaults on its obligation to make a payment due hereunder by the applicable Payment Date, and such default continues for thirty days thereafter, then beginning on the thirty-first day after the Payment Date and for so long as such default continues, Advances shall bear interest at the Default Rate.

ARTICLE IV

CONDITIONS OF LENDING

Section 4.01 Conditions Precedent to Closing. The obligation of CFC to make Advances hereunder shall not become effective until the date on which the following conditions precedent have been satisfied:

A. Legal Matters. All legal matters incident to the consummation of the transactions hereby contemplated shall be satisfactory to counsel for CFC.

B. Representations and Warranties. The representations and warranties contained in Article II shall be true on the date hereof.

C. Closing Deliverables. CFC shall have been furnished with the following, in form and substance satisfactory to CFC:

(i) Documents. (a) the executed Loan Documents, (b) certified copies of all such organizational documents and proceedings of the Borrower authorizing the transactions hereby contemplated as CFC shall require, (c) an opinion of counsel for the Borrower addressing such

legal matters as CFC shall reasonably require, and (d) all other such documents as CFC may reasonably request.

(ii) **Government Approvals.** True and correct copies of all certificates, authorizations, consents, permits and licenses from Governmental Authorities (including RUS) necessary for the execution or delivery of the Loan Documents or performance by the Borrower of the obligations thereunder.

D. Mortgage Recordation. The Mortgage (and any amendments, supplements or restatements as CFC may require from time to time) shall have been duly filed, recorded or indexed in all jurisdictions necessary (and in any other jurisdiction that CFC shall have reasonably requested) to provide CFC a Lien, subject to Permitted Encumbrances, on all of the Borrower's real property, all in accordance with all applicable laws, rules and regulations, and the Borrower shall have paid all applicable taxes, recording and filing fees and caused satisfactory evidence thereof to be furnished to CFC.

E. UCC Filings. Uniform Commercial Code financing statements (and any continuation statements and other amendments thereto that CFC shall require from time to time) shall have been duly filed, recorded or indexed in all jurisdictions necessary (and in any other jurisdiction that CFC shall have reasonably requested) to provide CFC a perfected security interest, subject to Permitted Encumbrances, in the Mortgaged Property which may be perfected by the filing of a financing statement, all in accordance with all applicable laws, rules and regulations and the Borrower shall have paid all applicable taxes, recording and filing fees and caused satisfactory evidence thereof to be furnished to CFC.

F. Additional Notes. The Borrower shall have satisfied the requirements of either Section 2.01 or Section 2.03 of the Mortgage so that the Note executed pursuant hereto shall be an Additional Note under the Mortgage.

G. Special Conditions of Closing. CFC shall be fully satisfied that the Borrower has complied with all special conditions of closing identified in Schedule 1 hereto.

Section 4.02 Conditions to Advances. The obligation of CFC to make each Advance hereunder is additionally subject to satisfaction of the following conditions:

A. Requisitions. The Borrower will requisition each Advance by submitting its written requisition to CFC, in form and substance satisfactory to CFC. Requisitions for Advances shall be made only for the purposes set forth in Schedule 1 hereto.

B. Representations and Warranties; Default. The representations and warranties contained in Article II shall be true on the date of the making of each Advance hereunder with the same effect as though such representations and warranties had been made on such date; no Event of Default and no event which, with the lapse of time or the notice and lapse of time would become such an Event of Default, shall have occurred and be continuing or will have occurred after giving effect to each Advance on the books of the Borrower; there shall have occurred no material adverse change in the business or condition, financial or otherwise, of the Borrower; and nothing shall have occurred which in the opinion of CFC materially and adversely affects the Borrower's ability to perform its obligations hereunder.

C. Other Information. The Borrower shall have furnished such other information as CFC may reasonably require, including but not limited to (i) information regarding the specific purpose for an Advance and the use thereof, (ii) feasibility studies, cash flow projections, financial analyses and pro forma financial statements sufficient to demonstrate to CFC's reasonable satisfaction that after giving effect to the Advance requested, the Borrower shall continue to achieve the DSC ratio set forth in Section 5.01.A herein, to meet all of its debt service obligations, and otherwise to perform and to comply with all other covenants and conditions set forth in this Agreement, and (iii) any other information as CFC may reasonably request.

D. Special Conditions of Advances. CFC shall be fully satisfied that the Borrower has complied with all special conditions to advance identified in Schedule 1 hereto.

ARTICLE V

COVENANTS

Section 5.01 Affirmative Covenants. The Borrower covenants and agrees with CFC that until payment in full of the Note and performance of all obligations of the Borrower hereunder:

A. Financial Ratios; Design of Rates. The Borrower shall achieve an Average DSC Ratio of not less than 1.35. The Borrower shall not decrease its rates for electric service if it has failed to achieve a DSC Ratio of 1.35 for the calendar year prior to such reduction subject only to an order from a Governmental Authority properly exercising jurisdiction over the Borrower.

B. Loan Proceeds. The Borrower shall use the proceeds of this loan solely for the purposes identified on Schedule 1 hereto.

C. Notice. The Borrower shall promptly notify CFC in writing of:

- (i) any material adverse change in the business, operations, prospects, assets, liabilities or financial condition of the Borrower;
- (ii) the institution or threat of any litigation or administrative proceeding of any nature involving the Borrower which could materially affect the business, operations, prospects, assets, liabilities or financial condition of the Borrower; and
- (iii) the occurrence of an Event of Default hereunder, or any event that, with the giving of notice or lapse of time, or both, would constitute an Event of Default.

D. Default Notices. Upon receipt of any notices with respect to a default by the Borrower under the terms of any evidence of any indebtedness with parties other than CFC or of any loan agreement, mortgage or other agreement relating thereto, the Borrower shall deliver copies of such notice to CFC.

E. Annual Certificate. Within one hundred twenty (120) days after the close of each calendar year, commencing with the year in which the initial Advance hereunder shall have been made, the Borrower will deliver to CFC a written statement, in form and substance satisfactory to CFC, either (a) signed by the Borrower's General Manager or Chief Executive Officer, or (b) submitted electronically through means made available to the Borrower by CFC, stating that during

such year, and that to the best of said person's knowledge, the Borrower has fulfilled all of its obligations under this Agreement, the Note, and the Mortgage throughout such year or, if there has been a default in the fulfillment of any such obligations, specifying each such default known to said person and the nature and status thereof. The Borrower shall also deliver to CFC such other information as CFC may reasonably request from time to time.

F. RESERVED

G. Financial Books; Financial Reports; Right of Inspection. The Borrower will at all times keep, and safely preserve, proper books, records and accounts in which full and true entries will be made of all of the dealings, business and affairs of the Borrower, in accordance with Accounting Requirements.

Within one hundred twenty (120) days of the end of each calendar year during the term hereof, the Borrower shall furnish to CFC a full and complete report of its financial condition and statement of its operations as of the end of such calendar year, in form and substance satisfactory to CFC. In addition, within one hundred twenty (120) days of the end of each of the Borrower's fiscal years during the term hereof, the Borrower shall furnish to CFC a full and complete consolidated and consolidating report of its financial condition and statement of its operations as of the end of such fiscal year, audited and certified by independent certified public accountants nationally recognized or otherwise satisfactory to CFC and accompanied by a report of such audit in form and substance satisfactory to CFC, including without limitation a consolidated and consolidating balance sheet and the related consolidated and consolidating statements of income and cash flow. When requested by CFC, the Borrower will prepare and furnish CFC from time to time, additional periodic financial and statistical reports on its condition and operations. All of such reports shall be in such form and include such information as may be specified by CFC.

CFC, through its representatives, shall at all times during reasonable business hours and upon prior notice have access to, and the right to inspect and make copies of, any or all books, records and accounts, and any or all invoices, contracts, leases, payrolls, canceled checks, statements and other documents and papers of every kind belonging to or in the possession of the Borrower or in any way pertaining to its property or business.

H. Notice of Additional Secured Debt. The Borrower will notify CFC promptly in writing if it incurs any additional secured indebtedness other than indebtedness to CFC.

I. Funds Requisition. The Borrower agrees (i) that CFC may rely conclusively upon the interest rate option, interest rate term and other written instructions submitted to CFC in the Borrower's written request for an Advance hereunder and (ii) that such instructions shall constitute a covenant under this Agreement to repay the Advance in accordance with such instructions, the applicable Note, the Mortgage and this Agreement.

J. Compliance With Laws. The Borrower and each Subsidiary shall remain in compliance, in all material respects, with all applicable requirements of law and applicable rules and regulations of each Governmental Authority.

K. Taxes. The Borrower shall pay, or cause to be paid all taxes, assessments or Governmental Authority charges lawfully levied or imposed on or against it and its properties prior to the time they become delinquent, except for any taxes, assessments or charges that are being contested in good faith and with respect to which adequate reserves as determined in good faith by the Borrower have been established and are being maintained.

L. Further Assurances. The Borrower shall execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), which may be required under any applicable law, rule or regulation, or which CFC may reasonably request, to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created thereby. The Borrower also agrees to provide to CFC, from time to time upon request, evidence reasonably satisfactory to CFC as to the perfection and priority of the Liens created or intended to be created by the Loan Documents.

M. Environmental Covenants. The Borrower shall:

- (i) at its own cost, comply in all material respects with all applicable Environmental Laws, including, but not limited to, any required remediation; and
- (ii) if it receives any written communication alleging the Borrower's violation of any Environmental Law, provide CFC with a copy thereof within ten (10) Business Days after receipt, and promptly take appropriate action to remedy, cure, defend, or otherwise affirmatively respond to the matter.

N. Limitations on Loans, Investments and Other Obligations. The aggregate amount of all purchases, investments, loans, guarantees, commitments and other obligations described in Section 5.02.D(i) of this Agreement shall at all times be less than fifteen percent (15%) of Total Utility Plant or fifty percent (50%) of Equity, whichever is greater.

O. Special Covenants. The Borrower agrees that it will comply with any special covenants identified in Schedule 1 hereto.

Section 5.02 Negative Covenants. The Borrower covenants and agrees with CFC that until payment in full of the Note and performance of all obligations of the Borrower hereunder, the Borrower will not, directly or indirectly, without CFC's prior written consent:

A. Limitations on Mergers. Consolidate with, merge, or sell all or substantially all of its business or assets, or enter into an agreement for such consolidation, merger or sale, to another entity or person unless such action is either approved, as is evidenced by the prior written consent of CFC, or the purchaser, successor or resulting corporation is or becomes a member in good standing of CFC and assumes the due and punctual payment of the Note and the due and punctual performance of the covenants contained in the Mortgage and this Agreement.

B. Limitations on Sale, Lease or Transfer of Capital Assets; Application of Proceeds. Sell, lease or transfer (or enter into an agreement to sell, lease or transfer) any capital asset, except in accordance with this Section 5.02.B. If no Event of Default (and no event which with notice or lapse of time and notice would become an Event of Default) shall have occurred and be continuing, the Borrower may, without the prior written consent of CFC, sell, lease or transfer (or enter into an agreement to sell, lease or transfer) any capital asset in exchange for fair market value consideration paid to the Borrower if the value of such capital asset is less than five percent (5%) of Total Utility Plant and the aggregate value of capital assets sold, leased or transferred in any 12-month period is less than ten percent (10%) of Total Utility Plant. Subject to the terms of the

Mortgage, if the Borrower does sell, lease or transfer any capital assets, then the proceeds thereof (less ordinary and reasonable expenses incident to such transaction) shall immediately (i) be applied as a prepayment of the Note, to such installments as may be designated by CFC at the time of any such prepayment; (ii) in the case of dispositions of equipment, material or scrap, applied to the purchase of other property useful in the Borrower's business, although not necessarily of the same kind as the property disposed of, which shall forthwith become subject to the Lien of the Mortgage; or (iii) applied to the acquisition or construction of other property or in reimbursement of the costs of such property.

C. Limitation on Dividends, Patronage Refunds and Other Distributions. Make any Distribution except under the following conditions:

(i) if (a) no Event of Default has occurred and is continuing and (b), after taking into account the effect of the Distribution, the total Equity of the Borrower will be at least twenty percent (20%) of its Total Assets, then the Borrower may make a Distribution in any amount.

(ii) if (a) no Event of Default has occurred and is continuing and (b), after taking into account the effect of the Distribution, the total Equity of the Borrower will be less than twenty percent (20%) of its Total Assets, then the Borrower may make a Distribution in an amount up to thirty percent (30%) of the Borrower's total margins for the preceding calendar year.

D. Limitations on Loans, Investments and Other Obligations.

(i) (a) Purchase, or make any commitment to purchase, any stock, bonds, notes, debentures, or other securities or obligations of or beneficial interests in, (b) make, or enter into a commitment to make, any other investment, monetary or otherwise, in, (c) make, or enter into a commitment to make, any loan to, or (d) guarantee, assume, or otherwise become liable for, or enter into a commitment to guarantee, assume, or otherwise become liable for, any obligation of any Person if, after giving effect to such purchase, investment, loan, guarantee or commitment, the aggregate amount thereof would exceed the greater of fifteen percent (15%) of Total Utility Plant or fifty percent (50%) of Equity.

(ii) The following shall not be included in the limitation of purchases, investments, loans and guarantees in (i) above: (a) bonds, notes, debentures, stock, or other securities or obligations issued by or guaranteed by the United States or any agency or instrumentality thereof; (b) bonds, notes, debentures, stock, commercial paper, subordinated capital certificates, or any other security or obligation issued by CFC or by institutions whose senior unsecured debt obligations are rated by at least two nationally recognized rating organizations in either of their two highest categories; (c) investments incidental to loans made by CFC; (d) any deposit that is fully insured by the United States; (e) loans and grants made by any Governmental Authority to the Borrower under any rural economic development program, but only to the extent that such loans and grants are non-recourse to the Borrower; and (f) unretired patronage capital allocated to the Borrower by CFC, a cooperative from which the Borrower purchases electric power, or a statewide cooperative association of which the Borrower is a member.

(iii) In no event may the Borrower take any action pursuant to subsection (i) if an Event of Default under this Agreement has occurred and is continuing,

E. Organizational Change. Change its type of organization or other legal structure, except as permitted by Section 5.02.A. hereof, in which case the Borrower shall provide at least thirty (30) days prior written notice to CFC together with all documentation reflecting such change as CFC may reasonably require.

F. Notice of Change in Borrower Information. Change its (i) state of incorporation, (ii) legal name, or (iii) mailing address, unless the Borrower provides written notice to CFC at least thirty (30) days prior to the effective date of any such change together with all documentation reflecting any such change as CFC may reasonably require.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01 The following shall be "Events of Default" under this Agreement:

A. Representations and Warranties. Any representation or warranty made by the Borrower herein, or in any of the other Loan Documents, or in any certificate or financial statement furnished to CFC hereunder or under any of the other Loan Documents shall prove to be false or misleading in any material respect.

B. Payment. The Borrower shall fail to pay (whether upon stated maturity, by acceleration, or otherwise) any principal, interest, premium (if any) or other amount payable under the Note and the Loan Documents within five (5) Business Days after the due date thereof.

C. Other Covenants.

(i) No Grace Period. Failure of the Borrower to observe or perform any covenant or agreement contained in Sections 5.01.A, 5.01.B, 5.01.D, 5.01.E, 5.01.G, 5.01.I, 5.01.N or 5.02 of this Agreement.

(ii) Thirty Day Grace Period. Failure of the Borrower to observe or perform any other covenant or agreement contained in this Agreement or any of the other Loan Documents, which shall remain unremedied for thirty (30) calendar days after written notice thereof shall have been given to the Borrower by CFC.

D. Legal Existence, Permits and Licenses. The Borrower shall forfeit or otherwise be deprived of (i) its authority to conduct business in the jurisdiction in which it is organized or in any other jurisdiction where such authority is required in order for the Borrower to conduct its business in such jurisdiction or (ii) permits, easements, consents or licenses required to carry on any material portion of its business.

E. Other CFC Obligations. The Borrower shall be in breach or default of any Obligation, which breach or default continues uncured beyond the expiration of any applicable grace period.

F. Other Obligations. The Borrower shall (i) fail to make any payment of any principal, premium or any other amount due or interest on any indebtedness with parties other than CFC which shall remain unpaid beyond the expiration of any applicable grace period, or (ii) be in breach or default with respect to any other term of any evidence of any other indebtedness with parties other than CFC or of any loan agreement, mortgage or other agreement relating

thereto which breach or default continues uncured beyond the expiration of any applicable grace period, if the effect of such failure, default or breach is to cause the holder or holders of that indebtedness to cause that indebtedness to become or be declared due prior to its stated maturity (upon the giving or receiving of notice, lapse of time, both or otherwise).

G. Involuntary Bankruptcy. An involuntary case or other proceeding shall be commenced against the Borrower seeking liquidation, reorganization or other relief with respect to it or its debts under bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property and such involuntary case or other proceeding shall continue without dismissal or stay for a period of sixty (60) consecutive days; or an order for relief shall be entered against the Borrower under the federal bankruptcy laws or applicable state law as now or hereafter in effect.

H. Insolvency. The Borrower shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to, or be generally unable to, pay its debts as they become due, or shall take any action to authorize any of the foregoing.

I. Dissolution or Liquidation. Other than as provided in subsection H. above, the dissolution or liquidation of the Borrower, or failure by the Borrower promptly to forestall or remove any execution, garnishment or attachment of such consequence as will impair its ability to continue its business or fulfill its obligations and such execution, garnishment or attachment shall not be vacated within sixty (60) consecutive days. The term "dissolution or liquidation of the Borrower", as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Borrower resulting either from a merger or consolidation of the Borrower into or with another corporation following a transfer of all or substantially all its assets as an entirety, under the conditions set forth in Section 5.02.A.

J. Material Adverse Change. Any material adverse change in the business or condition, financial or otherwise, of the Borrower.

K. Monetary Judgment. The Borrower shall suffer any money judgment not covered by insurance, writ or warrant of attachment or similar process involving an amount in excess of \$100,000 and shall not discharge, vacate, bond or stay the same within a period of sixty (60) consecutive days.

L. Nonmonetary Judgment. One or more nonmonetary judgments or orders (including, without limitation, injunctions, writs or warrants of attachment, garnishment, execution, distraint, replevin or similar process) shall be rendered against the Borrower that, either individually or in the aggregate, could reasonably be expected to have a material adverse effect upon the business, operations, prospects, assets, liabilities or financial condition of the Borrower.

ARTICLE VII

REMEDIES

Section 7.01 If any Event of Default shall occur after the date of this Agreement and shall not have been remedied within the applicable grace period therefor, then in every such event (other than an event described in Section 6.01.G, 6.01.H or 6.01.I) and at any time during the continuance of such event, CFC may:

- (i) Cease making Advances hereunder;
- (ii) Declare all unpaid principal outstanding on the Note, all accrued and unpaid interest thereon, and all other Obligations to be immediately due and payable and the same shall thereupon become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived;
- (iii) Exercise rights of setoff or recoupment and apply any and all amounts held, or hereafter held, by CFC or owed to the Borrower or for the credit or account of the Borrower against any and all of the Obligations of the Borrower now or hereafter existing hereunder or under the Note, including, but not limited to, patronage capital allocations and retirements, money due to the Borrower from equity certificates purchased from CFC, and any membership or other fees that would otherwise be returned to the Borrower. The rights of CFC under this section are in addition to any other rights and remedies (including other rights of setoff or recoupment) which CFC may have. The Borrower waives all rights of setoff, deduction, recoupment or counterclaim;
- (iv) Pursue all rights and remedies available to CFC that are contemplated by the Mortgage and the other Loan Documents in the manner, upon the conditions, and with the effect provided in the Mortgage and the other Loan Documents, including, but not limited to, a suit for specific performance, injunctive relief or damages; and
- (v) Pursue any other rights and remedies available to CFC at law or in equity.

If any Event of Default described in Section 6.01.G, 6.01.H or 6.01.I shall occur after the date of this Agreement, then CFC's commitment to make Advances hereunder shall automatically terminate and the unpaid principal outstanding on the Note, all accrued and unpaid interest thereon, and all other Obligations shall thereupon become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived. In addition, CFC may pursue all rights and remedies available to CFC that are contemplated by the Mortgage and the other Loan Documents in the manner, upon the conditions, and with the effect provided in the Mortgage and the other Loan Documents, including, but not limited to, a suit for specific performance, injunctive relief or damages and any other rights and remedies available to CFC at law or in equity.

Nothing herein shall limit the right of CFC to pursue all rights and remedies available to a creditor following the occurrence of an Event of Default. Each right, power and remedy of CFC shall be cumulative and concurrent, and recourse to one or more rights or remedies shall not constitute a waiver of any other right, power or remedy.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Notices. All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing (including, without limitation, by facsimile) and delivered to the intended recipient at the "Address for Notices" specified below; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. All such communications shall be deemed to have been duly given (i) when personally delivered including, without limitation, by overnight mail or courier service, (ii) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (iii) in the case of notice by facsimile, upon transmission thereof, provided such transmission is promptly confirmed by either of the methods set forth in clauses (i) or (ii) above in each case given or addressed as provided for herein. The Address for Notices of each of the respective parties is as follows:

The Borrower:

CFC:

The address set forth in
Schedule 1 hereto

National Rural Utilities Cooperative Finance Corporation
20701 Cooperative Way
Dulles, Virginia 20166
Attention: General Counsel
Fax # 866-230-5635

Section 8.02 Expenses. The Borrower shall reimburse CFC for any reasonable costs and out-of-pocket expenses paid or incurred by CFC (including, without limitation, reasonable fees and expenses of outside attorneys, paralegals and consultants) for all actions CFC takes, (a) to enforce the payment of any Obligation, to effect collection of any Mortgaged Property, or in preparation for such enforcement or collection, (b) to institute, maintain, preserve, enforce and foreclose on CFC's security interest in or Lien on any of the Mortgaged Property, whether through judicial proceedings or otherwise, (c) to restructure any of the Obligations, (d) to review, approve or grant any consents or waivers hereunder, (e) to prepare, negotiate, execute, deliver, review, amend or modify this Agreement, and (f) to prepare, negotiate, execute, deliver, review, amend or modify any other agreements, documents and instruments deemed necessary or appropriate by CFC in connection with any of the foregoing.

The amount of all such expenses identified in this Section 8.02 shall be secured by the Mortgage and shall be payable upon demand, and if not paid, shall accrue interest at the then prevailing CFC Variable Rate plus two hundred (200) basis points.

Section 8.03 Late Payments. If payment of any amount due hereunder or under the Note is not received at CFC's office in Dulles, Virginia or such other location as CFC may designate to the Borrower within five (5) Business Days after the applicable due date thereof, the Borrower will pay to CFC, in addition to all other amounts due under the terms of the Loan Documents, any late payment charge as may be fixed by CFC from time to time pursuant to its policies of general application as in effect from time to time.

Section 8.04 Non-Business Day Payments. If any payment to be made by the Borrower hereunder shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing any interest in respect of such payment.

Section 8.05 Filing Fees. To the extent permitted by law, the Borrower agrees to pay all expenses of CFC (including the reasonable fees and expenses of its counsel) in connection with the filing, registration, recordation or perfection of the Mortgage and any other security instruments as may be required by CFC in connection with this Agreement, including, without limitation, all documentary stamps, recordation and transfer taxes and other costs and taxes incident to execution, filing, registration or recordation of any document or instrument in connection herewith. The Borrower agrees to save harmless and indemnify CFC from and against any liability resulting from the failure to pay any required documentary stamps, recordation and transfer taxes, recording costs, or any other expenses incurred by CFC in connection with this Agreement. The provisions of this subsection shall survive the execution and delivery of this Agreement and the payment of all other amounts due under the Loan Documents.

Section 8.06 Waiver; Modification. No failure on the part of CFC to exercise, and no delay in exercising, any right or power hereunder or under the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise by CFC of any right hereunder, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. No modification or waiver of any provision of this Agreement, the Note or the other Loan Documents and no consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing by the party granting such modification, waiver or consent, and then such modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

SECTION 8.07 GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

(A) THE PERFORMANCE AND CONSTRUCTION OF THIS AGREEMENT AND THE NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

(B) THE BORROWER HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES COURTS LOCATED IN VIRGINIA AND OF ANY STATE COURT SO LOCATED FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE BORROWER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTIONS THAT IT MAY NOW OR HEREAFTER HAVE TO THE ESTABLISHING OF THE VENUE OF ANY SUCH PROCEEDINGS BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(C) THE BORROWER AND CFC EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 8.08 INDEMNIFICATION. THE BORROWER HEREBY INDEMNIFIES AND AGREES TO HOLD HARMLESS, AND DEFEND CFC AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS AND REPRESENTATIVES (EACH AN "INDEMNITEE") FOR, FROM, AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COSTS AND EXPENSES OF LITIGATION AND REASONABLE ATTORNEYS' FEES) ARISING FROM ANY CLAIM OR DEMAND IN RESPECT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, THE MORTGAGED PROPERTY, OR THE TRANSACTIONS DESCRIBED IN THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ARISING AT ANY TIME, WHETHER BEFORE OR AFTER PAYMENT AND PERFORMANCE OF ALL OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS IN FULL, EXCEPTING ANY SUCH MATTERS ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CFC OR ANY INDEMNITEE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN SECTION 8.10 HEREOF, THE OBLIGATIONS IMPOSED UPON THE BORROWER BY THIS SECTION SHALL SURVIVE THE REPAYMENT OF THE NOTE, THE TERMINATION OF THIS AGREEMENT AND THE TERMINATION OR RELEASE OF THE LIEN OF THE MORTGAGE.

Section 8.09 Complete Agreement. This Agreement, together with the schedules to this Agreement, the Note and the other Loan Documents, and the other agreements and matters referred to herein or by their terms referring hereto, is intended by the parties as a final expression of their agreement and is intended as a complete statement of the terms and conditions of their agreement. In the event of any conflict in the terms and provisions of this Agreement and any other Loan Documents, the terms and provisions of this Agreement shall control.

Section 8.10 Survival; Successors and Assigns. All covenants, agreements, representations and warranties of the Borrower which are contained in this Agreement shall survive the execution and delivery to CFC of the Loan Documents and the making of the Advances hereunder and shall continue in full force and effect until all of the obligations under the Loan Documents have been paid in full. All covenants, agreements, representations and warranties of the Borrower which are contained in this Agreement shall inure to the benefit of the successors and assigns of CFC. The Borrower shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of CFC, except as provided in Section 5.02.A hereof.

Section 8.11 Use of Terms. The use of the singular herein shall also refer to the plural, and vice versa.

Section 8.12 Headings. The headings and sub-headings contained in this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

Section 8.13 Severability. If any term, provision or condition, or any part thereof, of this Agreement, the Note or the other Loan Documents shall for any reason be found or held invalid or unenforceable by any Governmental Authority or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement, the Note and the other Loan Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

Section 8.14 Prior Loan Documents. It is understood and agreed that the covenants set forth in this Agreement under the Article entitled "COVENANTS" shall restate and supersede all of the covenants set forth in the corresponding Article or Articles of each Prior Loan Document dealing with covenants, regardless of the specific title or titles thereof, *except for* (a) the LCTC Purchase Provisions, and (b) any special covenant or other specific term set forth on Schedule 1 to any Prior Loan Document, unless otherwise explicitly agreed to in writing by CFC, or superseded by explicit reference thereto in this Agreement. For purposes of the foregoing, this Section 8.14 shall be deemed to amend all Prior Loan Documents, and notwithstanding termination of this Agreement for any reason, this Section 8.14 shall nevertheless survive and shall continue to amend each Prior Loan Document for as long as the respective Prior Loan Document is in effect, but only with respect to the matters set forth in this Section 8.14.

Section 8.15 Binding Effect. This Agreement shall become effective when it shall have been executed by both the Borrower and CFC and thereafter shall be binding upon and inure to the benefit of the Borrower and CFC and their respective successors and assigns.

Section 8.16 Electronic Execution of Loan Documents. The words "execution," "signed," "signature," and words of like import in this Agreement and any Loan Document other than the Notes and the Mortgage shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 8.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. The Borrower and CFC agree to electronic contracting and signatures (including DocuSign, Adobe Sign and other electronic platforms acceptable to each party) with respect to this Agreement. Delivery of an electronic signature to, or a signed copy of, this Agreement by facsimile, e-mail (e.g., "pdf" or "tif") or other electronic transmission shall be fully binding on the parties to the same extent as the delivery of the manually signed originals and shall be admissible into evidence for all purposes.

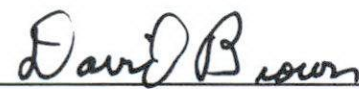
Section 8.18 Schedule 1. Schedule 1 attached hereto is an integral part of this Agreement.

[DOCUMENT EXECUTED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

JACKSON PURCHASE ENERGY
CORPORATION

By: 
Title: Chairman

Attest: 
Secretary

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION

By: _____
Assistant Secretary-Treasurer

Attest: _____
Assistant Secretary-Treasurer

SCHEDULE 1

1. The purpose of this loan is to finance Eligible Property Additions, as such term is defined in 7 C.F.R., Part 1718, Subpart B, "Mortgage for Distribution Borrowers", as the same may be amended, superseded or restated from time to time.
2. The aggregate CFC Commitment is \$10,000,000.00. Within this aggregate amount, the Borrower may, at its discretion, execute one or more Notes, each Note representing a separate loan with CFC and containing a face amount and Maturity Date in accordance with the terms, conditions and provisions of this Agreement.
3. Draw Period shall mean the period of beginning on the date hereof and ending on the date that is five (5) years thereafter.
4. The Mortgage shall mean the Restated Mortgage and Security Agreement dated as of Juen 3, 2024, among the Borrower, CFC, CoBank, ACB, and RUS, as it may have been supplemented, amended, consolidated, or restated from time to time, including that Supplemental Mortgage dated as of even date herewith.
5. The Notes executed pursuant hereto and the amortization method for such Notes are as follows:

LOAN NUMBER	AMOUNT	AMORTIZATION METHOD
KY020-V-9004	\$10,000,000.00	As selected by Borrower in a written funds requisition at the time of Advance

6. The Payment Date months are February, May, August and November.
7. The Subsidiaries of the Borrower referred to in Section 2.01.B are:

<u>Name of Subsidiary</u>	<u>% of Borrower's ownership</u>
N/A	
8. The date of the Borrower's balance sheet referred to in Section 2.01.H is December 31, 2024.
9. The Borrower's exact legal name is: JACKSON PURCHASE ENERGY CORPORATION
10. The Borrower's organizational type is: corporation
11. The Borrower is organized under the laws of the state of: Kentucky
12. The place of business or, if more than one, the chief executive office of the Borrower referred to in Section 2.01.I is 6525 US Highway 60 W, Paducah, KY 42001.

12. The Governmental Authority referred to in Section 2.01.J is: N/A
13. The special conditions of closing referred to in Section 4.01.G are as follows: None
14. The special conditions of advance referred to in Section 4.02.D are as follows: None
15. The special covenant(s) referred to in Section 5.01.O is (are) as follows: None
16. The address for notices to the Borrower referred to in Section 8.01 is:

Jackson Purchase Energy Corporation
6525 US Highway 60 W
Paducah, KY 42001
Attention: General Manager

If by facsimile:
Fax: (270) 441-0866



Funds Requisition Statement Distribution and G&T Borrowers

Borrower Name		Borrower ID		Requested Funding Date	
Banking Information/Distribution of Proceeds					
Bank Name					
Bank Account #		Routing #			
Other Instructions					
Certification					
I hereby certify that as of the date below: (1) I am duly authorized to make this certification and to request funds on behalf of the Borrower (each such request, an "Advance") in accordance with the loan agreement governing the Advance (the "Loan Agreement"); (2) no Event of Default (as defined in the Loan Agreement) has occurred and is continuing; (3) I know of no other event that has occurred which, with the lapse of time and/or notification to CFC of such event, or after giving effect to the Advance, would become such an Event of Default; (4) all of the representations and warranties made in the Loan Agreement are true; (5) the Borrower has satisfied each other condition to the Advance as set forth in the Loan Agreement; and (6) the proceeds of the Advance will be used only for the purposes permitted by the Loan Agreement. I hereby authorize CFC to make Advances on the following terms, and hereby agree that such terms shall be binding upon Borrower under the provisions of the Loan Agreement:					

Facility Number	Amount	Repayment Term	Interest Rate Type (Fixed/Variable)	Interest Rate Term (if Fixed Rate)	Amortization Method

Advance Purpose(s) By Dollar Amount –please only select one purpose per line; if the advance is for multiple purposes, list each amount on a separate line and select the appropriate purpose

Facility #	Amount	Purpose
		☐ Distribution/Transmission Plant* ☐ HQ Facility ☐ Other Purposes** ☐ Generation ☐ Non-Electric Operations ☐ Refinance Other Lender
		☐ Distribution/Transmission Plant* ☐ HQ Facility ☐ Other Purposes** ☐ Generation ☐ Non-Electric Operations ☐ Refinance Other Lender
		☐ Distribution/Transmission Plant* ☐ HQ Facility ☐ Other Purposes** ☐ Generation ☐ Non-Electric Operations ☐ Refinance Other Lender

*Only includes capitalized costs for New Line Construction, Line System Upgrades and Replacements, Substations, and Rural Distribution and Transmission Acquisitions.

**Includes Operating Expenses, Non-Rural Acquisitions, Equity Purchases, Pension Costs and Other Expenses not noted above.

Certified by: _____

Signature	Date	Title of Authorized Officer
-----------	------	-----------------------------

PLEASE EMAIL TO _____

*****FOR INTERNAL USE ONLY*****

Recommended By: AVP Approved By: AVP/VPPM

SUPPLEMENTAL MORTGAGE

made by and among

JACKSON PURCHASE ENERGY CORPORATION

6525 US Highway 60 W
Paducah, Kentucky 42001,
Mortgagor, and

UNITED STATES OF AMERICA

Rural Utilities Service
Washington, D.C. 20250-1500,
Mortgagee, and

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION

20701 Cooperative Way
Dulles, Virginia 20166,
Mortgagee, and

COBANK, ACB

6340 S. Fiddlers Green Circle
Greenwood Village, Colorado 80111
Mortgagee

Dated as of August 27th, 2024

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY. THE DEBTOR AS MORTGAGOR IS A TRANSMITTING UTILITY. THIS INSTRUMENT CONTAINS PROVISIONS THAT COVER REAL AND PERSONAL PROPERTY, FIXTURES, AFTER-ACQUIRED PROPERTY, PROCEEDS, FUTURE ADVANCES AND FUTURE OBLIGATIONS. THIS INSTRUMENT DRAFTED BY: CARRIE SHANNON, ASSISTANT GENERAL COUNSEL, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, 20701 COOPERATIVE WAY, DULLES, VIRGINIA 20166.

SUPPLEMENTAL MORTGAGE, dated as of _____, 2026 (hereinafter sometimes called this "Supplemental Mortgage"), is made by and among JACKSON PURCHASE ENERGY CORPORATION (hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of Kentucky, and the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service (hereinafter called the "Government"), and COBANK, ACB (hereinafter called "CoBank"), a federally chartered instrumentality of the United States of America, and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (hereinafter called "CFC"), a corporation existing under the laws of the District of Columbia, and 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, CoBank and CFC are parties to that certain Restated Mortgage and Security Agreement (the "Original Mortgage" as identified in Schedule "A" of this Supplemental Mortgage) originally entered into among the Mortgagor, the Government acting by and through the Administrator of the Rural Utilities Service (hereinafter called "RUS"), CoBank and CFC; and

WHEREAS, the Original Mortgage as the same may have been previously supplemented, amended or restated is hereinafter referred to as the "Existing Mortgage"; 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, hereunder and under the Existing Mortgage (this Supplemental Mortgage and the Existing Mortgage, hereinafter sometimes collectively referred to as the "Mortgage"); and

WHEREAS, all of the Mortgagor's Outstanding Notes listed in Schedule "A" hereto are secured pari passu by the Existing Mortgage for the benefit of all of the Mortgagees under the Existing Mortgage; and

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

WHEREAS, all acts necessary to make this Supplemental Mortgage a valid and binding legal instrument for the security of such notes and obligations under the terms of the 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 and 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 Existing 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 Existing 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 Supplement 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 Existing 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 Mortgage shall be as set forth in Schedule "A" hereto.

IN WITNESS WHEREOF, JACKSON PURCHASE ENERGY CORPORATION, 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 thereunto duly authorized, and UNITED STATES OF AMERICA, COBANK, ACB, and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagees, have caused this Supplemental Mortgage to be signed in their respective names by duly authorized persons, all as of this day and year first above written.

JACKSON PURCHASE ENERGY CORPORATION

By: Erick Harris

Name: ERICK Harris

Title: Chairman

(Seal)

Attest:

David Brown
Secretary

Executed by the Mortgagor in
the presence of:

Jack Marshall
Witness

Josh Barnes
Witness

STATE OF KENTUCKY

COUNTY OF McCracken

)
) SS
)

Personally appeared before me, Meredith Kendall, a Notary Public within aforesaid County, McCracken, who being duly sworn, says that (s)he saw the corporate seal of JACKSON PURCHASE ENERGY CORPORATION affixed to the foregoing instrument and that (s)he also saw Erick Harris, as Chairman of said corporation sign and David Brown, as Secretary of said corporation attest the same, and that Jack Marshall with Josh Barnes witnessed the execution and delivery thereof as the act and deed of JACKSON PURCHASE ENERGY CORPORATION.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of August, 2026.

Meredith Kendall

Notary Public

(Notarial Seal)



My commission expires: 9/20/2029

UNITED STATES OF AMERICA

By: [Signature]
FOA Administrator of the
Rural Utilities Service

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

DA Donald Junta
Witness

WITEL WILLIAM TEID
Witness

DISTRICT OF COLUMBIA) SS

On this 16th day of July, 2026, personally appeared Christopher A. McLean ^{acting for}, who being duly sworn, did say that he 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 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.



Robin Meigel
Notary Public
ROBIN MEIGEL

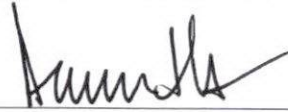
NOV 30 2030

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION

By: _____

Name: _____

Title: _____



Aamer Arshad

Assistant Secretary Treasurer

(Seal)

Attest: _____



Christina Gilley

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



Tanner White

Witness



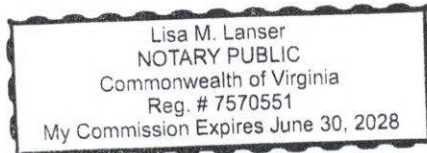
Charlene Pokallus

Witness

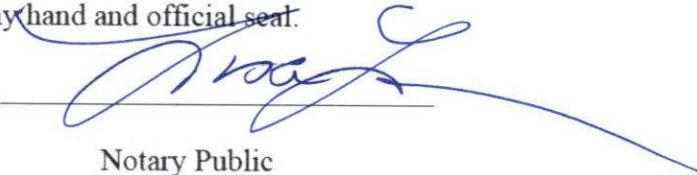
COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF LOUDOUN)

On this 22nd day of JULY 2026, before me appeared Aamer Arshad
to me personally known, who, being by me duly sworn, did say that s/he is the
~~Assistant Secretary Treasurer~~ of the National Rural Utilities Cooperative Finance Corporation, a
corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said
corporation, and that said instrument was signed and sealed on behalf of said corporation by
authority of a duly adopted resolution of its board of directors, and said Aamer Arshad
acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



(Notarial Seal)


Notary Public

My commission expires: _____

COBANK, ACB

By: Patricia Machado
Title: Assistant Corporate Secretary

(SEAL)

Attest: Benjamin Shulze
Title: Assistant Corporate Secretary

Executed by the Mortgagee
in the presence of:

Felicia Guerrero Felicia Guerrero

Clayton Sampson Clayton Sampson
Witnesses

STATE OF COLORADO)
COUNTY OF Arapahoe) SS

BEFORE ME, a Notary Public, in and for the State of Colorado, appeared in person Patricia Machado of CoBank, ACB, a federally chartered instrumentality of the United States, to me personally known, and known to be the identical person who subscribed the name of said entity to the foregoing instrument, being by me duly sworn, and who stated that she/he is duly authorized to execute the foregoing instrument on behalf of said entity, and further stated and acknowledged that she/he executed the foregoing instrument as a free and voluntary act and deed of said entity for the consideration therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19th day of March, 2022

(Notarial Seal)

Angelia Angel
Notary Public

My commission expires:

ANGELIA ANGEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984026719
MY COMMISSION EXPIRES 10/03/2029

Supplemental Mortgage Schedule A - Part One

Maximum Debt Limit and Other Information

1. The Maximum Debt Limit is \$250,000,000.00.
2. The Original Mortgage as referred to in the first WHEREAS clause above is more particularly described as follows:

Instrument Title

Restated Mortgage and Security Agreement

Instrument Date

June 3, 2024

3. The Outstanding Notes referred to in the fourth WHEREAS clause above that are Government Notes are more particularly described as follows:

NOTE DESIGNATION	FACE AMOUNT	NOTE DATE	FINAL MATURITY	RATE ¹
AN8 ²	\$18,590,000.00	May 01, 2001	Dec 31, 2035	V
AS8 ³	\$26,753,000.00	Sep 01, 2010	Dec 31, 2044	V
AT8 ⁴	\$61,543,000.00	Sep 01, 2020	Dec 31, 2054	V
AU45	\$57,000,000.00	Jun 03, 2024	Jun 03, 2059	V

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

Loan
Designation

Face Amount

Date

Final Maturity

KY020-V-9004

\$10,000,000.00

As of even date
herewith

Forty (40)
years from
the date
hereof

¹ V=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 and guaranteed by RUS. 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 and guaranteed by RUS.

²In 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 Part One of Schedule A of this Supplemental Mortgage and is entitled to all of the benefits and security of the Mortgage.

³See footnote 2 in this Schedule A.

⁴See footnote 2 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 Original Notes described below:

ORIGINAL AND OUTSTANDING NOTES issued to CFC

<u>CFC Loan Designation</u>	<u>Face Amount of Note</u>	<u>Note Date</u>	<u>Maturity Date</u>
KY020-A-9003	\$18,844,470.00	12/22/2016	09/22/2042

OUTSTANDING NOTES issued to CoBank, ACB

Payor: Jackson Purchase Energy Corporation

<u>CoBank Loan</u>	<u>Face Amount of</u>		<u>Final</u>	
<u>Designation</u>	<u>Note</u>	<u>Note Date</u>	<u>Maturity</u>	<u>% Rate</u>
14213340T02	\$1,750,742.48	August 1, 2017	February 20, 2029	Variable
14213340T03	\$1,149,971.00	August 1, 2017	August 20, 2026	Variable
14213340T07	\$5,921,752.87	August 1, 2017	October 20, 2026	4.690
14213340T08	\$3,344,239.29	August 1, 2017	December 20, 2028	4.900
14213340T09	\$9,403,475.25	August 1, 2017	September 20, 2034	4.500

Supplemental Mortgage Schedule B

Property Schedule

Supplemental Mortgage Schedule B
CFC MORTG
KY020-V-9004(BURDICM)
281105-1

SCHEDULE B

Property Schedule

The fee and leasehold interests in real property referred to in Subclause A of Granting Clause First are described on the attached pages designated 1 through 6 of this Schedule B.

The recording jurisdictions referred to in Subclause B of Granting Clause First are Counties of Ballard, Carlisle, Graves, Livingston, Marshall, McCracken in the Commonwealth of Kentucky.

The contracts referred to in Subclause C of Granting Clause First include without limitation the Power Supply Contract, dated as of October 14, 1977, between the Mortgagor and Big Rivers Electric Corporation, as amended.

SCHEDULE B - PROPERTY SCHEDULE

The existing electric facilities are located in the Counties of Ballard, Carlisle, Graves, Livingston, Marshall and McCracken in the State of Kentucky.

The property referred to in the last line of paragraph I of the granting clause includes the following:

- (a) all that certain tract of land described in a certain deed, dated November 21, 1939, executed by Mary Elizabeth Sexton, et al, as grantors, to the mortgagor, as grantee, and recorded on December 8, 1939, in the office of the County Court Clerk of Livingston County, Kentucky, in Deed Book 62, page 483;
- (b) all that certain tract of land described in a certain deed, dated August 13, 1948, executed by C. D. McCaw and Ollie McCaw, his wife, as grantors, to the mortgagor as grantee, and recorded on September 30, 1948, in the office of the County Court Clerk of Ballard County, Kentucky, in Deed Book 54, page 225;
- (c) all that certain tract of land described in a certain deed, dated June 8, 1950, executed and delivered by Stephen A. Culp and Rosa L. Culp, his wife, as grantors, to the mortgagor, as grantee, recorded on September 20, 1950, in the office of the Clerk of the County Court, McCracken County, in the Commonwealth of Kentucky in Deed Book 291, page 18;
- (d) a certain tract of land situated in Marshall County, Commonwealth of Kentucky, described in a certain deed dated May 15, 1956, executed and delivered by Artelle Holton, County Judge and W. J. O'Briens, Jr., County Clerk, pursuant to order of Marshall County Fiscal Court, as grantors, to the mortgagor, as grantee, and recorded in the deed records of the County of Marshall, on April 24, 1959, in Deed Book 101, at page 406;
- (e) a certain tract of land situated in Livingston County, Commonwealth of Kentucky, described in a certain deed dated September 12, 1958, executed and delivered by Leon Koon and Jean Koon, his wife, as grantors, to the mortgagor, as grantee, and recorded in the deed records of the County of Livingston, on February 16, 1958, in Deed Book 87, at page 548;

- (f) a certain tract of land situated in Livingston County, Commonwealth of Kentucky, described in a certain deed dated March 21, 1962, executed and delivered by Mrs. Lina Loyd (also Lloyd) a widow, et al, as grantors, to the mortgagor, as grantee, and recorded in deed records of the County of Livingston on April 6, 1962, in Deed Book 92, at page 49;
- (g) a certain tract or parcel of land situated in Graves County, Commonwealth of Kentucky, described in a certain deed, dated June 16, 1963, executed and delivered by William Oscar Leonard and Ethel Leonard, his wife, as grantors, to the mortgagor, as grantee, and recorded in the deed records of the County of Graves on September 3, 1964, in Deed Book 192, at page 445;
- (h) all realty described in a certain deed dated November 4, 1968, executed and delivered by Urban Renewal and Community Development Agency of the City of Paducah, Kentucky, a body politic and corporate under the laws of Kentucky, as grantor, to the mortgagor, as grantee, and recorded in the office of the Clerk of the County Court of McCracken County, Kentucky in Deed Book 503, at page 114;
- (i) all realty described in a certain deed dated January 23, 1969, executed and delivered by John C. Walsh et ux, as grantors, to the mortgagor, as grantee, and recorded in the office of the Clerk of the County Court of McCracken County, Kentucky in Deed Book 507, at pages 1 et seq;
- (j) all that certain tract or parcel of land, together with all improvements thereon, described in a certain deed, dated May 4, 1970, executed and delivered by W. E. and Imogene Miller, as grantors, to the mortgagor, as grantee, and recorded on the 7th day of May, 1970 in the office of the County Clerk of Ballard County, Kentucky in Book (Cabinet 1, Drawer 2), No. 683;
- (k) all that certain tract or parcel of land together with all improvements thereon, described in a certain deed, dated May 28, 1970, executed and delivered by Mutual Security Investment Corporation, as grantor, to the mortgagor, as grantee, and recorded on the 28th day of May, 1970, in the office of the County Clerk of Marshall County, Kentucky, in Book 138, page 440 as corrected by correction deed dated June 28, 1971, and filed on the 6th day of July, 1971, in the office of the County Clerk of Marshall County in Book 143, page 408;

- (l) all realty described in a certain deed dated October 8, 1965, executed and delivered by Doran E. Perdue, Trustee, as grantor, to the mortgagor, as grantee and recorded in the office of the Clerk of the County Court of Livingston County, Kentucky, in Deed Book 98, page 294;
- (m) all realty described in a certain deed dated December 19, 1969, executed and delivered by Louis Bradley, et ux, as grantors, to the mortgagor, as grantee, and recorded in the office of the Clerk of Livingston County, Kentucky in Deed Book 107, page 375;
- (n) all realty described in a certain deed dated January 25, 1968, executed and delivered by Robert Flowers, et ux, as grantors, to the mortgagor, as grantee, and recorded in the office of the Clerk of McCracken County, Kentucky, Court, in Deed Book 540, page 156;
- (o) all realty described in a certain deed dated February 21, 1953, executed and delivered by Thomas D. McDougal, et ux, as grantors, to the mortgagor, as grantee, and recorded in the office of the Clerk of McCracken County, Kentucky, Court in Deed Book 331, page 199;
- (p) all realty described in a certain deed dated June 3, 1969, executed and delivered by Robert Yarbrough, et ux, as grantors, to the mortgagor, as grantee, and recorded in the office of the Clerk of Ballard County, Kentucky in Cabinet 1, Drawer 2, instrument no. 425;
- (q) all realty described in a certain deed dated October 25, 1953, executed and delivered by Odell Adams, et ux, as grantors, to the mortgagor, as grantee, and recorded in the office of the Clerk of McCracken County, Kentucky, in Deed Book 404, page 133;
- (r) all realty described in a certain, deed dated January 19, 1973, executed and delivered by Stoy M. Gates, et ux, as grantors, to the mortgagor, as grantee, and recorded in the office of the Clerk of Livingston County, Kentucky, in Deed Book 116, page 36;
- (s) all realty described in a certain deed dated October 12, 1974, executed and delivered by C. L. and Virginia Slayden, husband and wife, as grantors to the mortgagor, as grantee, and recorded in the office of the Clerk of McCracken County, Kentucky, in Deed Book 551, page 233;

- (t) a certain tract of land described in a certain deed dated March 16, 1976, by Abram and Evelyn Allen, husband and wife, as grantors, to the mortgagor, as grantee, and recorded in the office of the County Clerk of McCracken County in the Commonwealth of Kentucky, in Deed Book 580, page 298;
- (u) a certain tract of land described in a certain deed dated January 29, 1976, by Leslie A. and Lucille E. Feast, husband and wife, as grantors, to the mortgagor, as grantee, and recorded in the office of the County Clerk of McCracken County in the Commonwealth of Kentucky, in Deed Book 578, page 834;
- (v) a certain tract of land described in a certain deed, dated October 10, 1975 by Eva Pauline Hatcher, a widow, as grantor, to the mortgagor, as grantee, and recorded in the office of the County Clerk of McCracken County in the Commonwealth of Kentucky, in Deed Book 578, page 70;
- (w) a certain tract of land described in a certain deed dated June 30, 1976, by *Essex Group, Inc.*, as grantor, to the mortgagor, as grantee, and recorded in the office of the County Clerk of McCracken County in the Commonwealth of Kentucky, in Deed Book 584, page 139;
- (x) a certain tract of land described in a certain deed dated October 7, 1976, by Bob Morris Builders, as grantor, to the mortgagor, as grantee, and recorded in the office of the County Clerk of Livingston County in the Commonwealth of Kentucky, in Deed Book 126, page 571;
- (y) a certain tract of land described in a certain deed dated June 1, 1978 by Mary and Kermit R. McKinney, husband and wife, as grantors, to the mortgagor, as grantee, and recorded in the office of the County Clerk of Livingston County in the Commonwealth of Kentucky, in Deed Book 131, page 473;
- (z) a certain tract of land described in a certain deed dated September 27, 1977 by Mildred and Elvis L. Emerson, husband and wife, as grantors, to the mortgagor, as grantee and recorded in the office of the County Clerk of Marshall County in the Commonwealth of Kentucky, in Deed Book 128, page 354;

- (aa) all that certain tract of land described in a certain Deed dated February 13, 2020 executed by Paducah Regional Sportsplex, LLC, a Kentucky Limited Liability Company, as Grantor to the Mortgagor, as Grantee and recorded on February 14, 2020 in the office of the McCracken County Court Clerk in Deed Book 1403, page 156;

Less and except the following described property which is subject to a previous conveyance on April 15, 2026 to the Paducah Bank and Trust Co., identifying the property as part of 6525 US Highway 60 West, Paducah, KY 42001. The property description is as follows:

BEING TRACT B, CONSISTING OF 6.852 ACRES, AS SET FORTH ON THE WAIVER OF SUBDIVISION FOR JACKSON PURCHASE ENERGY CORPORATION, RECORDED MARCH 25, 2026, OF RECORD IN PLAT CABINET N, PAGE 158, MCCRACKEN COUNTY CLERK'S OFFICE.

ALSO GRANTED, TRANSFERRED, AND CONVEYED HEREIN TO GRANTEE, ITS SUCCESSORS, ASSIGNS, AND INVITEES, A PERMANENT, PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS PURPOSES, ON, OVER AND ACROSS THE 50-FOOT WIDE INGRESS/EGRESS EASEMENT INITIAL ESTABLISHED ON PLAT CABINET M, PAGE 1480, IN THE AFORESAID CLERK'S OFFICE, THE REMAINDER OF WHICH IS NOW SHOWN ON THE WAIVER OF SUBDIVISION FOR JACKSON PURCHASE ENERGY CORPORATION, RECORDED MARCH 25, 2026, OF RECORD IN PLAT CABINET N, PAGE 158, IN THE AFORESAID CLERK'S OFFICE (THE "DRIVEWAY EASEMENT AREA"), AND THE ROADWAY CONSTRUCTED THEREON (THE "DRIVEWAY EASEMENT"). GRANTOR AND GRANTEE, THEIR SUCCESSORS AND ASSIGNS, BOTH AGREE NOT TO CONSTRUCT OR PLACE ANY BUILDINGS OR IMPROVEMENTS ON OR OVER, OR MAKE ANY USE OF, ANY PORTION OF THE DRIVEWAY EASEMENT AREA THAT WOULD INTERFERE WITH THE OTHERS USE THEREOF. ADDITIONALLY, GRANTOR SHALL REPAIR AND MAINTAIN THE DRIVEWAY EASEMENT AREA AND THE ROADWAY CONSTRUCTED THEREON IN GOOD ORDER, CONDITION AND REPAIR AND PAY THE COSTS OF SUCH REPAIR AND MAINTENANCE, INCLUDING, BUT NOT LIMITED TO, THE COSTS OF RESURFACING AND REPLACEMENT, AND SNOW AND ICE REMOVAL.

FURTHER GRANTED, TRANSFERRED, AND CONVEYED

HEREIN TO GRANTEE, ITS SUCCESSORS, ASSIGNS, AND INVITEES, A PERMANENT, PERPETUAL AND EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS PURPOSES AND FOR THE CONSTRUCTION, OPERATION, AND REPLACEMENT OF ANY AND ALL UTILITIES, ON, OVER AND ACROSS THE INGRESS, EGRESS AND UTILITY EASEMENT AREA ESTABLISHED ON THE WAIVER OF SUBDIVISION FOR JACKSON PURCHASE ENERGY CORPORATION, RECORDED MARCH 25, 2026, OF RECORD IN PLAT CABINET N, PAGE 158, IN THE AFORESAID CLERK'S OFFICE, AND LOCATED ON THE NORTHEASTERLY SIDE OF TRACT B, SAID EASEMENT AREA BEING SQUARE IN SHAPE WITH DIMENSIONS OF 80.98-FEET BY 65-FEET (THE "EASEMENT AREA") (THE "EASEMENT"). GRANTOR, ITS SUCCESSORS AND ASSIGNS, AGREES NOT TO CONSTRUCT OR PLACE ANY BUILDINGS OR IMPROVEMENTS ON OR OVER, OR MAKE ANY USE OF, ANY PORTION OF THE EASEMENT AREA THAT WOULD INTERFERE WITH GRANTEE'S USE THEREOF. ADDITIONALLY, GRANTEE SHALL REPAIR AND MAINTAIN THE EASEMENT AREA IN GOOD ORDER, CONDITION AND REPAIR AND PAY THE COSTS OF SUCH REPAIR AND MAINTENANCE, INCLUDING, BUT NOT LIMITED TO, THE COSTS OF RESURFACING AND REPLACEMENT, AND SNOW AND ICE REMOVAL.

BEING PART OF THE SAME PROPERTY CONVEYED TO JACKSON PURCHASE ENERGY CORPORATION, A KENTUCKY NON-PROFIT CORPORATION, BY DEED DATED FEBRUARY 13, 2020, OF RECORD IN DEED BOOK 1403, PAGE 756, MCCrackEN COUNTY CLERK'S OFFICE.

- (ab) a certain tract of land described in a certain deed, dated July 24, 1978, by Pearl and Leon M. Toon, husband and wife, as grantors, to the mortgagor, as grantee, and recorded in the office of the County Clerk of McCracken County in the Commonwealth of Kentucky, in Deed Book 608, page 135;
- (ac) a certain tract of land described in a certain deed, dated September 30, 1980 by Lonnie Smith, Charlene Smith, Charles Smith and Dorothy Smith as grantors to the mortgagor, as grantee and recorded in the office of the County Court Clerk of Marshall County in the Commonwealth of Kentucky, in Deed Book 186, page 681;

- (ad) a certain tract of land described in a certain deed, dated November 13, 1981, by Richard and Alice Shelby, husband and wife, as grantors, to the mortgagor, as grantee, and recorded in the office of the County Clerk in Ballard County in the Commonwealth of Kentucky in Microfilm Cabinet 1, Drawer 9, Card 13.718;
- (ae) a certain tract of land situated in McCracken County, Commonwealth of Kentucky, described in a certain deed, dated June 27, 1988, executed and delivered by Charles A. Williams and Ruth W. Williams, his wife, as grantors, to the mortgagor, as grantee, recorded on June 27, 1988, in the office of the Clerk of the County Court, McCracken County, in the Commonwealth of Kentucky, in Deed Book 715, page 411;
- (af) a certain tract of land situated in McCracken County, Commonwealth of Kentucky, described in a certain deed, dated October 15, 1991, executed and delivered by Shell Pipe Line Corporation, as grantor, to the mortgagor, as grantee, recorded on November 12, 1991 in the office of the Clerk of the County Court, McCracken County in the Commonwealth of Kentucky in Deed Book 761, Page 684;

- (ag) a certain tract of land situated in Livingston County, Commonwealth of Kentucky, described in a certain deed, dated August 27, 1999, executed and delivered by Vulcan Materials Company, as grantor, to the mortgagor, as grantee, recorded on December 15, 1999, in the office of the Clerk of the County Court, Livingston County in the Commonwealth of Kentucky in Deed Book 197, page 527;
- (ah) a certain tract of land situated in McCracken County, Commonwealth of Kentucky, described in a certain deed, dated March 15, 2000, executed and delivered by Strawberry Hill LLC, as grantor, to the mortgagor, as grantee, recorded on March 16, 2000, in the office of the Clerk of the County Court, McCracken County in the Commonwealth of Kentucky in Deed Book 932, page 756.
- (ai) a certain tract of land situated in Livingston County, Commonwealth of Kentucky, described in a certain deed, dated June 4, 2004, executed and delivered by Cumberland River Resources, LLC, as grantor, to the mortgagor, as grantee, recorded on June 10, 2004, in the office of the Clerk of the County Court, Livingston County in the Commonwealth of Kentucky in Deed Book 214, page 467.
- (aj) all that certain tract of land described in a certain Deed dated October 17, 2013 executed by Paducah – McCracken County Industrial Development Authority, as Grantor to Jackson Purchase Energy Corporation, as Grantee and recorded on October 18, 2013 in the office of the McCracken County Court Clerk in Deed Book 1264, page 629.

SUPPLEMENTAL MORTGAGE

SCHEDULE C

EXCEPTED PROPERTY

AS TO COBANK ONLY:

All Buildings (as defined in 12 C.F.R. § 614.4925, as such may be amended or revised from time to time) EXCEPT for the main office Building located at: Parcel (aa), known as Headquarters Office with address 6525 US Highway 60 West, Paducah, McCracken County, Kentucky 42001, as listed in Schedule B of this Supplemental Mortgage.

The Excepted Property does not include any Buildings set forth above or any land or other improvements located on Mortgaged Property.

CERTIFICATE OF RESOLUTIONS AND INCUMBENCY

I, David Brown, do hereby certify that (i) I am the Secretary of JACKSON PURCHASE ENERGY CORPORATION (hereinafter called the "Cooperative"); (ii) the following are true and correct copies of resolutions duly adopted by the board of directors of the Cooperative at a meeting held on August 27, 2026; (iii) the meeting was duly and regularly called and held in accordance with the articles and bylaws of the Cooperative; (iv) the Cooperative is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and there is no pending or contemplated proceeding for the merger, consolidation, sale of assets or business or dissolution of the Cooperative; (v) forms of the loan documents identified below were submitted to the meeting and were authorized by the board of directors to be executed; (vi) none of the following resolutions has been rescinded or modified as of this date; and (vii) the persons authorized below have been duly elected or appointed to their respective positions and occupied such positions on the date of actual execution of the loan documents:

RESOLVED, that the Cooperative borrow from National Rural Utilities Cooperative Finance Corporation ("CFC"), from time to time as determined by the persons designated by the board of directors of the Cooperative, an aggregate amount not to exceed \$10,000,000.00, as set forth in the loan agreement with CFC governing such loan, substantially in the form of the loan agreement presented to this meeting (the "Loan Agreement");

RESOLVED, that the proceeds of this loan be used for the purpose set forth in the Loan Agreement;

RESOLVED, that the individuals listed below are hereby authorized to execute and deliver to CFC the following documents (including as many counterparts as may be required):

- (a) the Loan Agreement;
- (b) one or more secured promissory notes payable to the order of CFC, which in the aggregate shall not exceed the principal amount of \$10,000,000.00, substantially in the form of the note(s) presented to this meeting; and
- (c) a mortgage and security agreement with CFC, CoBank, ACB, and the United States of America as mortgagee, for purposes of securing the loan provided for herein, substantially in the form of the mortgage presented to this meeting.

RESOLVED, that each of the following individuals is hereby authorized in the name and on behalf of the Cooperative to execute and to deliver all such other documents and instruments as may be necessary or appropriate, to execute any future amendments to said Loan Agreement as such individual may deem appropriate within the amount of the promissory notes so authorized herein and to do all such other acts as in the opinion of such authorized individual acting may be necessary or appropriate in order to carry out the purposes and intent of the foregoing resolutions:

<u>Title or Office</u>	<u>Name (typed or printed)</u>
<u>President / CEO</u>	<u>Greg Grissom</u>
<u>Chairman</u>	<u>Erick Harris</u>
<u>Vice President of</u>	<u>Meredith Kendall</u>
<u>Finance & Accounting</u>	<u></u>

IN WITNESS WHEREOF I have hereunto set my hand as of the date shown below.

Daniel Brown
Secretary

Date: 8/27/2026