

RUS PROJECT DESIGNATION:

MISSISSIPPI 53-V8 COVINGTON

**SUPPLEMENT TO SUPPLEMENT, DATED AS OF July 3, 2000, to
RESTATED AND CONSOLIDATED MORTGAGE AND SECURITY AGREEMENT**
Dated as of October 25, 1995

made by and among

SOUTH MISSISSIPPI ELECTRIC POWER ASSOCIATION

U. S. Highway 49 North
Hattiesburg, Mississippi 39401,
Mortgagor and Debtor

and

UNITED STATES OF AMERICA

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

and

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION

2201 Cooperative Way
Herndon, Virginia 20171-3025,

and

COBANK, ACB

5500 South Quebec Street
Greenwood Village, Colorado 80111-1914,
Mortgagees and Secured Parties

STATE MS.-DESO TO CO.
PS
PS
JAN 26 3 45 PM '04

1915 PG 39
CH. CLK.

Dated as of December 1, 2003

**THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY.
THE DEBTOR IS A TRANSMITTING UTILITY.
THE TYPES OF PROPERTY COVERED BY THIS INSTRUMENT ARE DESCRIBED ON PAGES 5
THROUGH 7.
THIS INSTRUMENT CONTAINS PROVISIONS THAT COVER REAL AND PERSONAL PROPERTY,
FIXTURES, ACCOUNTS, AFTER-ACQUIRED COLLATERAL, GOODS, EQUIPMENT, INVENTORY,
PROCEEDS AND PRODUCTS OF COLLATERAL AND FUTURE OBLIGATIONS WHICH ARE
SECURED BY THIS INSTRUMENT.
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS INSTRUMENT.
THE SIGNATURES OF THE PARTIES TO THIS INSTRUMENT ARE STATED ON PAGES 10
THROUGH 12.**

NOTICE: This Mortgage secures credit in the amount of up to three billion dollars and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages or liens.

*** THIS INSTRUMENT WAS PREPARED BY HELEN C. HARRIS, SENIOR ATTORNEY, RURAL UTILITIES DIVISION, OFFICE OF THE GENERAL COUNSEL, U.S. DEPARTMENT OF AGRICULTURE, WASHINGTON, D. C. 20250-1414.
MORTGAGOR'S IDENTIFICATION NUMBER IS 402243.**

1-228-374-4940

No. 8

SUPPLEMENT, dated as of December 1, 2003, to SUPPLEMENT, dated as of July 3, 2000, to RESTATED AND CONSOLIDATED MORTGAGE AND SECURITY AGREEMENT, dated as of October 25, 1995, made by and among SOUTH MISSISSIPPI ELECTRIC POWER ASSOCIATION, as Mortgagor and Debtor (hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of Mississippi, and UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the Administrator of the RURAL UTILITIES SERVICE (hereinafter called the "Administrator"), successor to the Rural Electrification Administration, as Mortgagee and Secured Party (hereinafter called the "Mortgagee"), and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (hereinafter called "CFC"), as Mortgagee and Secured Party (hereinafter called the "Mortgagee"), and COBANK, ACB (hereinafter called "CoBank"), a federally chartered instrumentality of the United States of America (the Government, CFC and CoBank being hereinafter sometimes collectively called the "Mortgagees" or individually a "Mortgagee").

WHEREAS, the Mortgagor, for value received, has duly authorized and executed, and has delivered to the Government or has assumed the payment of, the Outstanding RUS Notes (as hereinafter identified); and

WHEREAS, the Mortgagor, for value received, has duly authorized and executed, and has delivered to CFC, the Outstanding CFC Type IIA and Type IIPC Notes; and

WHEREAS, the Mortgagor, for value received, has duly authorized and executed, and has delivered to CoBank, the Outstanding CoBank Type IIA Notes; and

WHEREAS, the Outstanding RUS Notes, the Outstanding CFC Type IIA and Type IIPC Notes and the CoBank Type IIA Notes are secured by the RUS Mortgage (all as hereinafter identified); and

WHEREAS, the Mortgagor has duly authorized, executed and delivered to RUS or is about to duly authorize, execute and deliver to RUS, the Current RUS Notes (as hereinafter defined); and

WHEREAS, the Mortgagor, the Government, CFC and CoBank desire to amend and supplement the RUS Mortgage in order, among other things, to secure the Current RUS Notes (each as hereinafter defined) under the RUS Mortgage equally and ratably with the Outstanding RUS Notes, the Outstanding CFC Type IIA and Type IIPC Notes and the Outstanding CoBank Type IIA Notes and the Additional Notes (each as defined in the RUS Mortgage); and

WHEREAS, pursuant to Public Law No. 103-354, the Rural Utilities Service (hereinafter sometimes called "RUS") is the successor to the Rural Electrification Administration (hereinafter sometimes called "REA") and the Administrator of the Rural Utilities Service is the successor to the Administrator of the Rural Electrification Administration and, for the purposes of the RUS Mortgage, identified in the eighth recital hereof (hereinafter called the "Instruments Recital"), as amended, the terms "REA" and "Administrator" shall be deemed to mean respectively "RUS" and "Administrator of the RUS"; and

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

WHEREAS, the changes in the RUS Mortgage which the parties thereto and hereto have effected or desire now to effect make desirable the amending, consolidating and restating of each of the instruments constituting the RUS Mortgage in its entirety; and

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

WHEREAS, the repayment of the Current RUS Note by the Mortgagor is guaranteed by the Government, pursuant to the Rural Electrification Act of 1936, as amended (7 U.S.C. 901 et seq.), in accordance with that certain agreement identified in the Instruments Recital as, and hereinafter called, the "Contract of Guarantee"; and

WHEREAS, the Mortgagor has determined to reimburse the Government, acting through the Administrator of RUS for certain amounts paid by the Government, acting through the Administrator of RUS from time to time pursuant to the Contract of Guarantee and has accordingly duly authorized, executed and delivered its mortgage note or notes (identified in the Instruments Recital and hereinafter collectively called the "Current RUS Reimbursement Note") to be secured by the RUS Mortgage, as amended and supplemented hereby, of the property hereinafter described; and

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

INSTRUMENTS RECITAL

"RUS Loan Agreement" (exclusive of amendments): dated as of July 28, 1958, between the Government and Mortgagor.

"Current RUS Loan Agreement": Letter Agreement relating to the Current RUS Note and the Current RUS Reimbursement Note designated as the "V8" notes.

"Current RUS Guaranteed Note":

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>
V8	01 Dec 2003	\$275,000,000.00	31 Dec 2033	V

"Current RUS Reimbursement Note":

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>
V8	01 Dec 2003	Determined When Advances Made	On Demand	

"Contract of Guarantee", Note Purchase Commitment and Servicing Agreement, between the Federal Financing Bank and the Administrator of RUS dated as of January 1, 1992, as amended.

"Outstanding RUS Notes":

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>
B#4	11 Sep 1968	\$6,000,000.00	11 Sep 2003	2%
B#5 & C#2	01 Feb 1969	\$8,000,000.00	01 Feb 2004	2%
C#3	01 Aug 1969	\$6,000,000.00	01 Aug 2004	2%
C#4	01 Feb 1970	\$6,000,000.00	01 Feb 2005	2%
C#5	01 Aug 1970	\$3,717,000.00	01 Aug 2005	2%
D1	25 May 1971	\$4,627,000.00	25 May 2006	2%
E1#1	01 Feb 1972	\$5,000,000.00	01 Feb 2007	2%
E1#2	01 Sep 1973	\$3,927,000.00	01 Sep 2007	2%
F4#1	19 Sep 1973	\$5,000,000.00	19 Sep 2008	5%
F4#2	03 Oct 1974	\$5,372,000.00	03 Oct 2009	5%
E1#3	03 Oct 1974	\$707,000.00	03 Oct 2009	2%
G9	18 Sep 1974	\$3,000,000.00	18 Sep 2009	5%
K4#1	22 Oct 1976	\$5,000,000.00	22 Oct 2011	5%
K4#2	29 Jun 1978	\$2,000,000.00	29 Jun 2013	5%
K4#3	20 Aug 1980	\$5,251,000.00	20 Aug 2015	5%
N7	30 Jul 1984	\$7,852,000.00	31 Jul 2025	5%
TP4#2	01 Jan 1977	\$46,292.32	20 Nov 2005	2%
TP4#3	01 Jan 1977	\$43,441.83	15 Mar 2007	2%
TP4#4	01 Jan 1977	\$47,075.33	12 May 2010	5%
TP3	31 Jul 1979	\$167,866.00	08 Jul 2007	2%
S12	13 Aug 1987	\$5,960,000.00	01 Apr 2030	5%
T62	25 Oct 1995	\$6,144,000.00	31 Dec 2020	V%

"Federal Financing Bank Notes (FFB Notes)":

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>
G9	18 Sep 1974	\$160,737,000.00	31 Dec 2010	V
H8	11 Oct 1974	\$5,000,000.00	31 Dec 2012	V
L8	20 Jul 1977	\$44,176,000.00	31 Dec 2012	V
M8	02 Oct 1980	\$400,000,000.00	31 Dec 2020	V
P8#1	30 Jul 1984	\$15,173,500.00	31 Dec 2015	V
P8#2	30 Jul 1984	\$112,109,500.00	31 Dec 2018	V
R8	19 Mar 1986	\$63,357,000.00	31 Dec 2016	V
S12	18 Nov 1987	\$8,812,000.00	31 Dec 2019	V
T62	25 Oct 1995	\$10,785,000.00	31 Dec 2018	V
T62	25 Oct 1995	Determined When Advances Made	On Demand	
(Reimbursement Note)				
U8	03 Jul 2000	\$58,653,000.00	31 Dec 2030	V
U8	03 Jul 2000	Determined When Advances Made	On Demand	
(Reimbursement Note)				

"Outstanding CFC Type IIA Notes":

<u>Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Maturity</u>
Ms 53-C-9014	13 Aug 1987	\$2,306,122.00	13 Aug 2022
Ms 53-C-9015	25 Oct 1995	\$2,633,000.00	31 Dec 2020

"Outstanding CFC Type IIPC Notes":

<u>Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Maturity</u>
1978A Project Note	01 Mar 1978	\$2,825,000.00	01 Mar 2008
1978A Guaranty Note	01 Mar 1978	Determined When Advanced	On Demand
1985G Project Note	15 Nov 1985	\$49,800,000.00	01 Dec 2015
1985G Guaranty Note	15 Nov 1985	Determined When Advanced	On Demand
1993S Project Note	01 Oct 1993	\$27,245,000.00	01 Dec 2007
1993S Guaranty Note	01 Oct 1993	Determined When Advanced	On Demand

"Outstanding CoBank Type IIA Notes":

One (1) certain mortgage note in an aggregate principal amount of \$3,405,700 all of which finally mature on or before October 1, 2022.

"RUS Mortgage":

<u>Instrument</u>	<u>Date</u>
Consolidated Mortgage and Security Agreement	August 13, 1987
Restated and Consolidated Mortgage and Security Agreement	October 25, 1995
Supplement to Restated and Consolidated Mortgage and Security Agreement	July 3, 2000

WHEREAS, the Government, CFC and CoBank are each authorized to enter into this Supplement to and Restated and Consolidated Mortgage and Security Agreement;

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

when and as executed and delivered under and pursuant to the RUS Mortgage, as amended and supplemented hereby; and

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

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

WHEREAS, all acts, things, and conditions prescribed by law and by the articles of incorporation and bylaws of the Mortgagor have been duly performed and complied with to authorize the execution and delivery hereof and to make the RUS Mortgage, as amended and supplemented hereby, a valid and binding mortgage to secure the Outstanding Notes and other notes of the Mortgagor when and as executed and delivered under and pursuant to the RUS Mortgage, as amended and supplemented hereby;

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

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

1. The Mortgagor has executed and delivered this Supplemental Mortgage and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and granted a continuing security interest in, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, hypothecate, mortgage, pledge and set over, and confirm, pledge, and grant a continuing security interest and lien in for the purposes hereinafter expressed, unto each

Mortgagee and its respective assigns, all and singular the real and personal property, assets, rights, privileges, and franchises of the Mortgagor of every kind, nature, and description real, personal or mixed, tangible and intangible, of the kind or nature specifically mentioned herein or any other kind or nature, except as provided in Section 4.13 of the RUS Mortgage, now owned or hereafter acquired or arising by or on behalf of the Mortgagor (by purchase, consolidation, merger, donation, construction, erection or in any other way) wherever located, the "Mortgaged Property" set forth in the RUS Mortgage, including, without limitation, the "Existing Electric Facilities" identified and the real estate specifically described (by reference to deeds or otherwise) in the RUS Mortgage and mortgaged thereby (except such portions, if any, thereof as have been released prior to the execution and delivery of this Supplemental Mortgage).

AND ALSO including, without limitation:

I

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

II

All right, title and interest of the Mortgagor in, to and under any and all fixtures, grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor of electric transmission or distribution lines or systems, whether underground or overhead or otherwise, or of any electric generating plant, wherever located;

III

All right, title and interest of the Mortgagor in, to and under any and all licenses, ordinances, air emission allowances, privileges and permits heretofore, granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition, or operation of electric transmission or distribution lines, or systems, or any electric generating plant or plants, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged or pledged;

IV

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

V

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

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

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

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

4. The term "Additional RUS Notes", as defined in the RUS Mortgage, shall be amended to include additional notes guaranteed by the Government and additional notes executed and delivered to the Government in connection with the guarantee by the Government. The term "RUS Notes", as defined in the RUS Mortgage, shall be amended to include the Current RUS Note and the Current RUS Reimbursement Note. The term "RUS Loan Agreement", as defined in the RUS Mortgage, shall be amended to include Current RUS Loan Agreement, identified in the Instruments Recital, and the Contract of Guarantee and all other contracts between the Mortgagor and the Government whereby the Government guarantees the repayment by the Mortgagor of a loan or loans made by a third party or parties to the Mortgagor.

5. Any reference herein to the Administrator shall be deemed to mean the Administrator of the Rural Utilities Service or his duly authorized representative or any other person or authority in

whom may be vested the duties and functions which the Administrator is now or may hereafter be authorized by law to perform.

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

As to the Mortgagor: South Mississippi Electric Power Association
P.O. Box 1589
US Highway 49 North
Hattiesburg, Mississippi 39401

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

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

CFC: National Rural Utilities Cooperative Finance Corporation
2201 Cooperative Way
Herndon, Virginia 20171-3025

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

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

7. Article IV, "Particular Covenants of the Mortgagor," Section 4.12, "Financial Books, Financial Records; Mortgagee Right of Inspection," is amended by deleting the last sentence and by adding the following sentence to read as follows: "Each Mortgagee, through its representatives, shall at all times during reasonable business hours have access to, and the right to inspect and make copies of, any or all tangible books, records, accounts, including electronic books, records and accounts and electronic mail messages, regardless of the physical form or characteristics, and any or all invoices, contracts, leases, payrolls, cancelled checks, statements and other documents and papers of every kind belonging to, controlled by, or in the possessions of the Mortgagor or in anywise pertaining to its property or business.

8. Article IV, "Particular Covenants of the Mortgagor," Section 4.20, "Notice of Change in Business," is amended by to read in its entirety as follows:

Section 4.20 "Organizational Changes." The Mortgagor covenants and agrees that it will give the Mortgagees, thirty (30) days prior to the effective date, written notice of any change in its name, mailing address, or principle place of business or any change in location of its chief place of business or the office where its records concerning accounts and contracts are kept or the state of its incorporation. The Mortgagor covenants and agrees that it will not, without the prior written consent of the Government, change its type of organization, the jurisdiction of its organization or other legal structure.

9. Article IV, "Particular Covenants of the Mortgagor", Section 4.13, "Further Assurances to Confirm Security of Mortgage; When Vehicles Are to be Made Subject to Mortgage Lien", is amended by adding the following new paragraph (c) to read as follows:

(c) The Mortgagor hereby irrevocably authorizes the Mortgagee at any time and from time to time to file in any jurisdiction any initial financing statements and amendments thereto that:

(i) indicate the Mortgaged Property (1) as all assets of the Mortgagor or words of similar effect, regardless of whether any particular asset comprised in the Mortgaged Property falls within the scope of Article 9 of the applicable Uniform Commercial Code, or (2) as being of an equal or lesser scope or with greater detail, and

(ii) contain any other information required by the applicable Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including, but not limited to, (1) whether the Mortgagor is an organization, the type of organization and any organizational identification number issued to the Mortgagor and (2) in the case of a financing statement filed as a fixture filing, a sufficient description of real property to which the Mortgaged Property relates. The Mortgagor agrees to furnish any such information to the Mortgagee promptly upon request. The Mortgagor also ratifies its authorization for the Mortgagee to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

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

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

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

IN WITNESS WHEREOF, SOUTH MISSISSIPPI ELECTRIC POWER ASSOCIATION, as Mortgagor and debtor, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and UNITED STATES OF AMERICA, as Mortgagee and Secured Party, and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagee and Secured Party, and COBANK, ACB, as Mortgagee and Secured Party, have caused this Supplemental Mortgage to be duly executed in their behalf, all as of the day and year first above written.



SOUTH MISSISSIPPI ELECTRIC POWER ASSOCIATION

by *Harlan Rogers*
President

(Seal)

Attest: *S. A. Pierce*

Secretary

Executed by the Mortgagor
in the presence of:

D Jack Haygood
Cecil D. Gilmore
Witnesses

UNITED STATES OF AMERICA

by Arthur M. Aderson

Administrator
Rural Utilities Service

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

Cheryl D. Black
[Signature]
Witnesses

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION

by [Signature]

Assistant Secretary-Treasurer

DAVID FARRELL

(Seal)

Attest: [Signature]
RONIT KIMBROUGH
Assistant Secretary-Treasurer

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

[Signature]
Jean Robert Baguidy
Witnesses

CHRISTOPHER COMELLA

JEAN-ROBERT BAGUIDY

COBANK, ACB

by 

Assistant Corporate Secretary

(Seal)

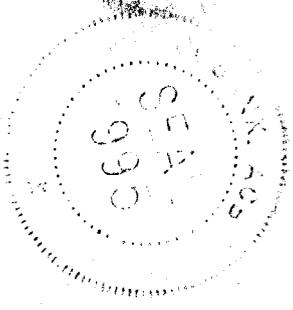
Attest: 

Assistant Corporate Secretary

Executed by CoBank, ACB,
Mortgagee, in the presence of:



Witnesses



STATE OF MISSISSIPPI)
) SS
COUNTY OF FORREST)

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, on this 22nd day of January, 2004, within my jurisdiction, the within named Harlan Rogers and L. G. Pierce, who acknowledged that they are the President and Secretary, respectively, of SOUTH MISSISSIPPI ELECTRIC POWER ASSOCIATION, and that voluntarily, for and on behalf of said corporation, and as its act and deed, they, as such officers, being informed of the contents of the foregoing instrument, signed, executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand this 22nd day of January, 2004



(Notarial Seal)

Peggy H. McArthur
Notary Public

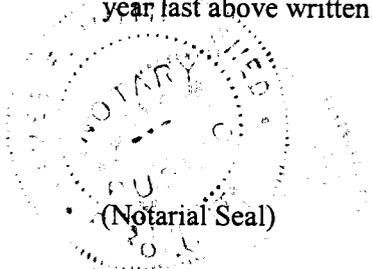
My commission expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 12, 2007
BONDED THRU STEGALL NOTARY SERVICE

DISTRICT OF COLUMBIA) SS

On this 30th day of December, 2003, personally appeared before me, CURTIS M. ANDERSON, who, being duly sworn, did say that she is the Administrator of the Rural Utilities Service, an agency of the United States of America, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, she executed said instrument as the act and deed of the United States of America for the uses and purposes therein mentioned.

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



James F. Mothershed
Notary Public
JAMES F. MOTHERSHED

My commission expires:

6-14-2004

COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF FAIRFAX)

On this 13th day of JANUARY, 2004, before me appeared DAVID FARRELL, to me personally known, who being by me duly sworn, did say that he is the ASSISTANT SECRETARY-TREASURER of the National Rural Utilities Cooperative Finance 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 in behalf of said corporation by authority of its board of directors and said ASSISTANT SECRETARY-TREASURER 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.



Lynette B. Stewart
Notary Public

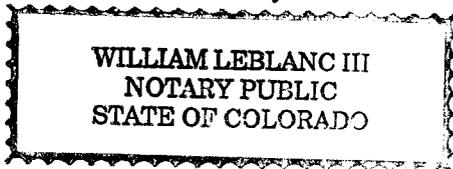
Lynette B. Stewart

My commission expires: 7/31/2007

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me on **JAN 15**, 2004,
by **Penny Probasco** and **Anne Phelps**, each an
Assistant Corporate Secretary of CoBank, ACB, a federally chartered instrumentality of the United
States, on behalf of said entity.

Witness my hand and official seal.



William LeBlanc III

Notary Public

(Notarial Seal)

My commission expires: 5/2/04

APPENDIX A

- A: The electric generating plants and facilities and electric transmission and distribution lines and facilities and other property and property interests referred to in Paragraph I of the Granting Clause are located in the Counties of Adams, Amite, Bolivar, Carroll, Claiborne, Coahoma, Copiah, Covington, DeSoto, Forrest, Franklin, George, Greene, Hancock, Harrison, Hinds, Holmes, Humphreys, Issaquena, Jackson, Jasper, Jefferson, Jefferson Davis, Jones, Lamar, Lawrence, Leflore, Lincoln, Marion, Montgomery, Newton, Pearl River, Perry, Pike, Quitman, Rankin, Scott, Sharkey, Simpson, Smith, Stone, Sunflower, Tunica, Walthall, Warren, Washington, Wayne, Wilkinson and Yazoo, in the State of Mississippi; and in the Counties of Bell, Clay, Harlan, Knox and Leslie, in the State of Kentucky.

WARRANTY DEEDS

NOTE: Numbers changed beg. With #44 on 5-7-03.

Revised May 7, 2003

SITE	LOCATION SEC., T, R	COUNTY	ACRES
South Amite Co. Switching Station	35 1N 4E SW 1/4 of NW 1/4	Amite	1.00
Banks Switching Station	33 2S 10W SE1/4	DeSoto	0.72
Banks (Right of Way crosses this property.) <u>1.134 acres conveyed to MDOT on 02-17-2000</u>	34 2S 10W SW1/4	Desoto	1.10
Benndale Turbine	8 2S 8W SW1/4 of NE1/4	George	7.52
Floyd Bullock, et al (Right of Way only) LS-L101-2	9, 4N 14W NE 1/4	Lamar	6.053
Carson Radio Tower	27 7N 18W SW1/4 of NW1/4	Jefferson Davis	4.93
Columbia Substation	26 4N 18W E1/2 of SE1/4	Marion	34.00
Columbia Switching Station	26 4N 18W NE1/4 of SE1/4	Marion	12.00
Dexter Delivery Point	3 1N 12E NE1/4 of SE1/4	Walthall	0.66
Gillsburg Switching Station	35 1N 4E SW1/4 of SE1/4	Amite	1.00
T. L. Harris Estate (MHN-6-61) (Right of Way only.)	26 6N 11E SE1/4 of NE1/4	Newton	1.18

Hazelhurst Station	34	1N	2W	Copiah	0.39
	SE1/4 of SE1/4				
Hintonville Microwave Tower	32	4N	9W	Perry	6.12
	SW1/4 of SE1/4				
Hintonville Radio Tower	36	4N	10W	Perry	2.87
	SW1/4 of NW1/4				
Hintonville Substation	32	4N	9W	Perry	4.27
	SE1/4 of SE1/4				
Homewood Substation	31	5N	8E	Scott	3.34
	N1/2 of NE1/4				
Isola Switching Station	10	16N	4W	Humphreys	1.03
	NE1/4				
Kittrell Microwave Tower	9	5N	6W	Greene	5.75
	E1/2 of NE1/4				
Little Creek Switching Station	17	5N	8E	Lincoln	0.28
Lumberton Substation	9	1N	14W	Lamar	14.00
	NW1/4 of SW1/4				
Macedonia Switching Station	26	5N	12W	Forrest	2.459
Magee Substation	35	1N	5E	Simpson	1.11
	NE1/4 of SW1/4				
Mallalieu	8	6N	8E	Lincoln	0.33
	SW1/4 of SW1/4				
Norfield Switching Station	17	5S	8W	Lincoln	0.51
	SW 1/4 of SW 1/4				

Oloh Microwave Site	3 3N 16W Lamar NW 1/4 of NE 1/4	7.117
Plant Morrow	15 3N 14W Lamar South 3/4	39.50
Morrow Generating Plant	15 3N 14W Lamar South 3/4 of Section	883.90
	21 3N 14W Lamar Entire Section	
	22 3N 14W Lamar W3/4 of Section	
East Moselle Switching Station	31 7N 12W Jones W1/2 of Section	1.51
GP-Taylorville Switching Station	13 10N 15W	1.684
Martinville Switching Station	35 2N 5E	2.326
McLain Microwave Tower	36 2N 9W Perry NW1/4 of SE1/4	0.856
Missionary Substation	10 3N 12W Jasper SW1/4 of SE1/4 15 3N 12W Jasper NE1/4 of NW1/4 & NW1/4 of NE1/4	12.00
Moselle Combustion Turbine Site	33 7N 13W Jones SE1/4 of NE1/4	20.041
Moselle Plant Site	33 7N 13W Jones N1/2 of SE1/4 & SW1/4 of NE1/4	97.58
Murphy Switching Station	27 15N 5W Washington SE1/4 of SE1/4	1.00
Nitta Yuma Switching Station	36 14N 7W Sharkey NE1/4 of NE1/4	0.23
Ocean Springs Substation	26 7S 8W Jackson NW1/4 of NW1/4	0.796

Office Deeds	23	5N	14W	Forrest	14.87
				SE1/4 of SE1/4	
	24	5N	14W	Forrest	
				SW1/4 of SW1/4	
	25	5N	14W	Forrest	
				NW1/4 of NW1/4	
	26	5N	14W	Forrest	
				NE1/4 of NE1/4	
Olson Tap (Right of Way Only.)	16	8S	12W	Harrison	2.95
Paulding Turbine	8	2N	12E	Jasper	5.20
				SE1/4 of NE1/4	
Pine Ridge	16	7N	2W	Adams	2.00
				Part of Lots E & F of Lot 18 Wilderness Plantation Subdivision	
Sawyer Switching Station	14	19N	5E	Montgomery	0.29
				NW1/4 of NW1/4	
South Brandon Substation	32	5N	3E	Rankin	2.416
				SW1/4 of SE1/4	
South Collins Microwave Tower	31	8N	15W	Covington	3.00
				SE1/4 of NE1/4	
South Hattiesburg Substation	14	3N	13W	Forrest	0.70
				N1/2 of SE1/4	
State Line Switching Station	3	5N	5W	Greene	5.00
				NW1/4 of NW1/4	
Station Creek Substation	4	8N	15W	Covington	10.404
Station Creek Substation	4	8N	15W	Covington	4.155

Sterling Construction (HR-J556-1A) Right-of-Way only.	32 & 38 7S 15W	Jackson	7.058
Turnerville Radio Tower	7 2N 11E SE1/4 of NE1/4	Jasper	1.83
Vaughn Switching Station	2 7N 6E NW1/4 of SW1/4	Lincoln	0.73
Waldrup Switching Station	31 2N 12E NW1/4 of SE1/4	Jasper	2.30
West Waynesboro To Chatham	9 8N 7W W1/2 of NE1/4	Wayne	20.08
Whistler Switching Station	2 8N 9W SW1/4 of NW1/4	Wayne	1.00
Martinville Switching Station	35 2N 5E	Simpson	2.326
GP-Taylorsville Switching Station	13 10N 15W	Smith	<u>1.681</u>
Total Acres			1,239.02

SITE	LOCATION SEC., T, R	COUNTY	ACRES
Grand Gulf (10% Undivided Interest)	12 12N 2E No 1/4 Sections listed on deed.	Claiborne	103.97
REVISED 05-06-03 (Not included in total acres above.)			
Gwinville Junction Switching Sta.	33 1N 4E	Simpson	1.051
Silver Creek-EMI Substation	2 7N 20W	Lawrence	4.63
REVISED 09-27-01 (Not included in total acres above.)			
Silver Creek Generation Site	6 7N 19W	Jefferson Davis	116.241
Sylvarena Generation Site	30 2N 9E	Smith	115.305

Revised 4-20-95

Above figures reflect sales listed below:

3.32 acres in Jones County sold to Dixie.

0.50 acre in Jones County sold to Shady Grove Fire Department.

Revised 8-17-95

Donation of 0.50 acre in Rankin County to Bethel Baptist Church.
Approval received from Rural Utilities Service on April 21, 1995.

1. A certain tract or parcel of land in Forrest County, Mississippi, described in the following deeds:

(a) A certain deed dated September 14, 1973, by Fannie G. Brown, a widow, et al, heirs at law of Louis W. Brown, deceased, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 385, on page 191; SW1/4 of NE1/4, Section 30, T3N, R13W; (Purvis Bulk Substation)

(b) A certain deed dated October 6, 1973, by Doris L. Brown Martin Chambliss, an heir at law of Louis W. Brown, deceased, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 385, at page 183; SW1/4 of NE1/4, Section 30, T3N, R13W; (Purvis Bulk Substation)

(c) A certain deed, dated September 20, 1973, by Joan L. Brown Loftin, an heir of Louis W. Brown, deceased, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 385, on page 179; SW1/4 of NE1/4, Section 30, T3N, R13W; (Purvis Bulk Substation)

(d) A certain deed, dated October 16, 1973, by Ona Faye Brown Gunthrope, an heir at law of Louis W. Brown, deceased, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 385, at page 187; SW1/4 of NE1/4, Section 30, T3N, R13W; (Purvis Bulk Substation)

2. A certain tract of land described in a certain deed, dated May 31, 1968, by Luke Hinton and Malissia Hinton, his wife, as grantors, to the Mortgagor, as grantee and recorded in the Office of the Clerk of the Chancery Court of Perry County, in the State of Mississippi, in Deed Book LD-27, on pages 412-414; SE1/4 of SE1/4, Section 32, T4N, R9W, Perry County; (Hintonville)

3. A certain tract of land described in a certain deed, dated August 16, 1971, by Willie McDonald and Sebell McDonald, his wife, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Perry County, in the State of Mississippi, in Deed Book LD-38, on pages 87-88, SE1/4 of SE1/4, Section 32, T4N, R9W; (Hintonville Substation)

4. A certain tract or parcel of land in Perry County, Mississippi, described in the following deeds:

(a) A certain deed dated July 19, 1971, by Luke Hinton, a widower, et al, heirs at law of Malissia Hinton, deceased, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Perry County, in the State of Mississippi, in Deed Book LD-38, on pages 55-59; SE1/4 of SE1/4, Section 32, T4N, R9W; (Hintonville Substation)

(b) A certain deed dated July 30, 1971, by Ray Hinton, et al, heirs at law of Malissia Hinton, deceased, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Perry County, in the State of Mississippi, in Deed Book LD-38, on pages 60-65; SE1/4 of SE1/4, Section 32, T4N, R9W; (Hintonville Substation)

5. A certain tract of land described in a certain deed, dated December 29, 1959, by E. M. Windham, Jr., as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of the First Judicial District of Jones County, in the State of Mississippi, in Deed Book 72, on page 424; NW1/4 of SE1/4, SW1/4 of NE1/4 & NE1/4 of SE1/4, Section 33, T7N, R13W; (Moselle Plant Site)

6. A certain tract of land described in a certain deed, dated December 29, 1959, by Charity Windham, a widow, et al, heirs of E. M. Whined, Sr., deceased, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of the First Judicial District of Jones County, in the State of Mississippi, in Deed Book 72, on page 426; SW1/4 of NE1/4, Section 33, T7N, R13W; (Moselle Plant Site)

7. A certain tract of land described in a certain deed, dated January 29, 1968, by Charity Windham, a widow, et al, heirs of E. M. Whined, Sr., deceased, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of the First Judicial District of Jones County, in the State of Mississippi, in Deed Book 132, on pages 171-173; SE1/4 of NE1/4, Section 33, T7N, R13W;

8. A certain tract of land described in a certain deed, dated July 26, 1973, by T. J. Flynt and Juanita C. Flynt, his wife, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of the First Judicial District of Jones County, in the State of Mississippi, in Deed Book 170, on pages 575-576; NW1/4 of SW1/4, Section 34, T7N, R13W;

9. A certain tract of land described in a certain deed, dated August 9, 1968, by A. P. Rahaim and Helen Rahaim, his wife, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Perry County, in the State of Mississippi, in Deed Book LD-28, on pages 258-259; SW1/4 of NW1/4, Section 36, T4N, R10W; (Hintonville Radio Tower Site)

10. A certain tract of land described in a certain deed, dated October 16, 1968, by Ruby Alma Wooley, a widow, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Jefferson Davis County, in the State of Mississippi, in Deed Book 87, on page 543; Section 27, T7N, R18W; (Carson Radio Tower Site)

11. A certain tract of land described in a certain deed, dated October 22, 1968, by B. O. Phillips and Vermell Phillips, his wife, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of the First Judicial District of Jasper County, in the State of Mississippi, in Deed Book 53, on pages 115-116; SE 1/4 of NE 1/4, Section 7, T2N, R11E; (Turnerville Radio Tower Site)

12. A certain tract of land described in a certain deed, dated March 15, 1968, by Roy Cook, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Marion County, in the State of Mississippi, in Deed Book 595, on page 521; NE1/4 of SE1/4 & SE1/4 of NE1/4, Section 26, T4N, R18W; (Columbia Substation Site)

13. A certain tract of land described in a certain deed, dated May 13, 1971, by M. S. Gatlin, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Wayne County, in the State of Mississippi, in Deed Book 433, on pages 227-229; NW1/4 of NE1/4, Section 9, T8N, R7W; (West Waynesboro to Chatom)

14. A certain tract or parcel of land in Amite County, Mississippi, described in the following deeds:

(a) A certain deed dated march 3, 1973, by Esau P. Steptoe, et al, heirs at law of Charles Steptoe, deceased, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Amite County, in the State of Mississippi, in Deed Book 166, on pages 219-221; SW1/4 of NW1/4, Section 35, T1N, R4E; (South Amite County Switching Station)

(b) A certain deed, dated March 1, 1973, by R. J. Steptoe, an heir at law of Charles Steptoe, deceased, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Amite County, in the State of Mississippi, in Deed Book 166, on pages 216-218; SW1/4 of NW1/4, Section 35, T1N, R4E; (South Amite County Switching Station)

- (c) A certain deed, dated March 10, 1973, by E. W. Steptoe, et al, heirs at law of Charles Steptoe, deceased, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Amite County, in the State of Mississippi, in Deed Book 166, on pages 222-224; SW1/4 of NW1/4, Section 35, T1N, R4E; (South Amite County Switching Station)
- (d) A certain deed, dated April 24, 1973, by Louis Steptoe and Albert Steptoe, heirs at law of Charles Steptoe, deceased, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Amite County, in the State of Mississippi, in Deed Book 166, on pages 449-451; SW1/4 of NW1/4, Section 35, T1N, R4E; (South Amite County Switching Station)
- (e) A certain deed, dated April 24, 1973, by Easter McClinton James and Flanders McClinton, Jr., heirs at law of Charles Steptoe, deceased, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Amite County, in the State of Mississippi, in Deed Book 166, on pages 446-448; SW1/4 of NW1/4, Section 35, T1N, R4E; (South Amite County Switching Station)
15. A certain tract of land described in a certain deed, dated March 7, 1968, by Virginia Lou Lucas Milstead and J. J. Milstead, her husband, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Greene County, in the State of Mississippi, in Deed Book P-2, on page 333; NW1/4 of NW1/4, Section 3, T5N, R5W; (Stateline Switching Station)
16. A certain tract of land described in a certain deed, dated March 29, 1969, by Edward N. Garner, as grantor, to the mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of the First Judicial District of Jasper County, in the State of Mississippi, in Deed Book 36, on pages 93-95; NW1/4 of SE1/4, Section 31, T2N, R12E; (Waldrup Switching Station)
17. A certain tract of land described in a certain deed, dated July 1, 1971, by Walter A. Cochran and Mrs. Katie Cochran, his wife, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Wayne County, in the State of Mississippi, in Deed Book 433, on pages 451-453; SW1/4 of NW1/4, Section 2, T8N, R9W; (Whistler Switching Station)
18. A certain tact of land described in a certain deed, dated March 26, 1968, by Sim Clark, Jr. and Mary Virginia Clark, his wife, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Chancery Clerk of the Chancery Court of George County, in the State of Mississippi, in Deed Book 76, on pages 378-379; SW1/4 of NE1/4, Section 8, T2S, R8W; (Benndale Turbine Site)
19. A certain tract of land described in a certain deed, dated May 3, 1971, by Masonite Corporation, a corporation, under the laws of the State of Delaware, as grantor, to the Mortgagor, as grantee, and recorded in the office of the Clerk of the Chancery Court of

the First Judicial District of Jasper County, in the State of Mississippi, in Deed Book 39, on pages 295-299; SE1/4 of NE1/4, Section 8, T2N, R12E; (Paulding Turbine Site)

20. A certain tract of land described in a certain deed, dated June 17, 1969, by C. I. Moore and Wilma Moore, his wife, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of the Second Judicial District of Jones County, in the State of Mississippi, in Deed Book 344, on page 172; (Now owned by Shady Grove Volunteer Fire Department)

21. A certain tract of land described in a certain deed dated October 6, 1969, by Edith Harris, et al, heirs at law of T. L. Harris, deceased, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Newton County, in the State of Mississippi, in Deed Book 143, on page 272; SE1/4 of NE1/4, Section 26, T6N, R11E; (Right-of-Way only)

22. A certain tract or parcel of land in the First Judicial District of Jones County, Mississippi, described in the following deeds:

(a) A certain deed dated June 24, 1971, by Stewart Gammill, III, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of the First Judicial District of Jones County, in the State of Mississippi, in Deed Book 153, on pages 214-216; West 1/2 of Section 31, T7N, R12W; (East Moselle Switching Station Site)

(b) A certain deed, dated September 8, 1972, by L. O. Crosby, III, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of the First Judicial District of Jones County, in the State of Mississippi, in Deed Book 164, on pages 531-532; West 1/2 of Section 31, T7N, R12W; (East Moselle Switching Station Site)

23. A certain tract or parcel of land in Forrest County, Mississippi, described in the following deeds:

(a) A certain deed, dated September 30, 1971, by Ray E. Davis, Jr., and Doris Davis Sennett, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 353, on page 546; Spring Forest Subdivision Lots 12 & 13 or NW1/4 of NW1/4, Section 25, T5N, R14W; (Office Site)

(b) A certain deed, dated September 27, 1971, by W. W. Hutto and Ray E. Davis, Jr., as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 353, on page 544; NW1/4 of NW1/4, Section 25, T5N, R14W and NE1/4 of NE1/4, Section 26, T5N, R14W; (Office Site)

(c) A certain deed, dated October 12, 1971, by LeRoy Wheat and Alline Wheat, his wife, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery

Court of Forrest County, in the State of Mississippi, in Deed Book 354, on page 493; NE1/4 of NE1/4, Section 26, T5N, R14W and NW1/4 of NW1/4, Section 25, T5N, R14W; (Office Site)

(d) A certain deed, dated October 28, 1971, by Fannie Lou Wheat and Rosemary W. Matthews, as grantors to the mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 354, on page 493; NW1/4 of NW1/4, Section 25, T5N, R14W and NE1/4 of NE1/4, Section 26, T5N, R14W; (Office Site)

(e) A certain deed, dated October 28, 1971, by Fannie Lou Wheat and Rosemary W. Matthews, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 354, on page 495; SE1/4 of SE1/4, Section 23, T5N, R14W and SW1/4 of SW1/4, Section 24, T5N, R14W; (Office Site)

(f) A certain deed, dated November 5, 1971, by Jessie M. Hudson, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 355, on page 36; SE1/4 of SE1/4, Section 23, SW1/4 of SW1/4, Section 24, NW1/4 of NW1/4, Section 25 and NE1/4 of NE1/4, Section 26, all in T5N, R14W; (Office Site)

24. A certain tract of land described in a certain deed dated June 24, 1974, by W. S. Tatum, et al, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Lamar County, in the State of Mississippi, in Deed Book 5-k, on page 142; South 3/4 of Section 15, part of Section 21 and part of Section 22, all in T3N, R14W; (Plant Morrow Site)

25. A certain tract of land described in a certain deed dated May 3, 1974, by Charles Bringardner, et al, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the County Court of Harlan County, in the Commonwealth of Kentucky, in Deed Book 211, on page 1, and recorded in the Office of the Clerk of the County Court of Clay County, in the Commonwealth of Kentucky, in Deed Book 146, on pages 141 through 382, and recorded in the Office of the Clerk of the County Court of Leslie County, in the Commonwealth of Kentucky, in Deed Book 77, on pages 283 through 510, and recorded in the Office of the Clerk of the County Court of Bell County, in the Commonwealth of Kentucky, in Deed Book 211, on pages 1 through 61; less and except Lands described in Deed Book 145, on pages 756-758 and Deed Book 145, On pages 759-761, recorded in Leslie County; said lands being subject to unrecorded Coal Lease executed on October 17, 1974, by Mortgagor to Sandy Fork Mining Company, Inc., a Kentucky Corporation; and, said lands being subject to unrecorded Oil and Gas Lease executed on August 27, 1980, by Mortgagor to Cabot Oil & Gas Corporation, a corporation.

26. A certain tract of land described in a certain deed dated June 24, 1974, by Mrs. Dimple Rutledge Grumbles, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Lamar County, in the State of Mississippi, in Deed Book 5-K, on page 190; NW1/4 of SW1/4, Section 9, T1N, R14W; (Lumberton Substation Site)

27. A certain tract of land described in a certain deed dated December 3, 1974, by Roy Cook, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Marion County, in the State of Mississippi, in Deed Book 688, on page 547; E1/2 of SE1/4, Section 26, T4N, R18W; (Columbia Substation Site)

28. A certain tract of land described in a certain deed dated October 23, 1974, by the State of Mississippi, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Simpson County, in the State of Mississippi, in Deed Book 612, on page 575; NE1/4 of SW1/4, Section 35, T1N, R5E; (Magee Substation Site)

29. A certain tract of land described in a certain deed dated December 8, 1975, by John S. Gatlin, et al, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Wayne County, in the State of Mississippi, in Deed Book 500, on pages 26 through 29; West 1/2 of NE1/4, Section 9, T8N, R7W; (West Waynesboro Switching Station)

30. A certain tract of land described in a certain deed dated April 23, 1976, by Hugh H. Young, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Lincoln County, in the State of Mississippi, in Deed Book 665, on pages 73 through 75; NW1/4 of SW1/4, Section 2 and NE1/4 of SE1/4, Section 3, T7N, R6E; 9Vaughn Switching Station)

31. A certain tract of land described in a certain deed dated July 15, 1977, by James C. Barnes, et ux, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Scott County, in the State of Mississippi, in Deed Book 7-N, on pages 299-300; North 1/2 of NE1/4, Section 31, T5N, R8E; (Homewood Substation Site)

32. A certain tract or parcel of land in Bell and Knox Counties, Kentucky, described in the following deeds:

(a) A certain deed dated November 9, 1977, by Glenn B. VanBever, et al, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the County Court of Bell County, in the Commonwealth of Kentucky, in Deed Book 222, on pages 353 through 379 and recorded in the Office of the Clerk of the County Court of Knox County, in the Commonwealth of Kentucky, in Deed Book 179, on pages 159 through 186; said lands being subject to unrecorded Surface Lease executed on

November 16, 1977, by Mortgagor to Sandy Fork Mining Company, Inc., a Kentucky Corporation, as to 32.12 acres;

(b) A certain deed dated November 4, 1977, by Robin L. Helton, Master Commissioner of the Bell Circuit Court, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the County Court of Bell County, in the Commonwealth of Kentucky, in Deed Book 79, on page 349, and recorded in the Office of the Clerk of the County Court of Knox County, in the Commonwealth of Kentucky, in Deed Book 179, on page 4; said lands being subject to unrecorded Surface Lease executed on November 16, 1977, by Mortgagor to Sandy Fork Mining Company, Inc., a Kentucky Corporation, as to 32.12 acres;

33. A certain tract of land described in a certain deed, dated September 16, 1975, by William Travis Robinson and Frances E. Robinson, his wife, as grantors to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of the First Judicial District of Jones County, in the State of Mississippi, in Deed Book 182, on pages 527-528; West 1/2 of Section 31, T7N, R12W; (East Moselle Switching Station Site)

34. A certain tract of land described in a certain deed dated October 1, 1980, by Renato Piola Caselli and Sybil F. Caselli, his wife, as grantors to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Sharkey County, in the State of Mississippi, in Deed Book 183, on page 230: NE1/4 of NE1/4, Section 36, T14N, R7W; (Nitta Yuma Switching Station)

35. An undivided 10% interest in and to a certain tract of land described in that certain Special Warranty Deed, dated June 15, 1981, executed by Middle South Energy, Inc., an Arkansas Corporation, as grantor, to the Mortgagor as grantee, and recorded in the Office of the Clerk of the Chancery Court of Claiborne County, in the State of Mississippi, in Book 10-T, at pages 280-293; (Grand Gulf Plant)

36. A certain tract of land described in a certain deed, dated March 31, 1982, by John S. Gatlin, et al, as grantors to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Wayne County, in the State of Mississippi, in Deed Book 576, on pages 70-74; SW1/4 of NE1/4, Section 9, T8N, R7W; (West Waynesboro to Chatom)

37. A certain tract of land described in that certain deed, dated December 8, 1982, executed by Fred Locke, et ux, Pattie E. Locke, as grantors to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Montgomery County, in the State of Mississippi, in Deed Book

A-61, at pages 383-386; NW1/4 of NW1/4, Section 14, T19N, R5E;
(Sawyer Switching Station)

38. A certain tract of land described in that certain deed, dated January 13, 1983, executed by Mary Lee C. Shows, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Perry County, in the State of Mississippi, in Deed Book LD-66, at pages 374-377; SW1/4 of SE1/4, Section 32, T4N, R9W;
(Hintonville Microwave Tower Site)

39. A certain tract of land described in that certain deed, dated March 11, 1983, executed by Clinton Perry Blackwell, et ux, Vera Blackwell, as grantors, to the Mortgagor as grantee, and recorded in the Office of the Clerk of the Chancery Court of Walthall County, in the State of Mississippi, in Deed Book 234, at page 348; NE1/4 of SE1/4, Section 24, T1N, R11E;
(Dexter delivery point)

40. A certain tract of land described in that certain deed, dated May 10, 1983, executed by Scott Paper Company, a Corporation, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Greene County, in the State of Mississippi, in Deed Book X-3, at page 607, E 1/2 of NE 1/4, Section 9, T5N, R6W;
(Kittrell Microwave Tower)

41. A certain tract of land described in that certain deed, dated February 5, 1985, executed by Olivette S. Cox, et al, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Lincoln County, in the State of Mississippi, in Deed Book 761, at page 241; SW1/4 of SW1/4, Section 8, T6N, R8E; (Malalieu Switching Station)

42. A certain tract of land described in that certain deed, dated March 26, 1985, executed by Harry Joe Martin, et ux, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Lincoln County, in the State of Mississippi, in Deed Book 763, at page 168, SW 1/4 of SW 1/4, Section 17, T5N, R8E; (Norfield Switching Station)

43. A certain tract of land described in that certain deed, dated October 17, 1985, executed by Maxine Jordan Caulfield, et al, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Washington County, in the State of Mississippi, in Deed Book 1566, at page 563, SE1/4 of SE1/4, Section 27, NE1/4 of NE1/4, Section 34, T15N, R5W; (Murphy Switching Station)

REVISED February 1995

44. A certain tract of land in DeSoto County, Mississippi, described in that certain deed, dated August 27, 1987, executed by Mississippi Power & Light Company, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk

of the Chancery Court of DeSoto County, in the State of Mississippi, in Deed Book 199, at page 79, SE1/4 of Section 33, T2S, R10W;

45. A certain tract of land in DeSoto County, Mississippi, described in that certain deed, dated November 2, 1987, executed by W. C. McLean, Jr., as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of DeSoto County, in the State of Mississippi, in Deed book 200, at page 191, Section 34. T2S, R10W; (Right-of-Way only) 1.134 Acres conveyed to MDOT 02-17-2000.

46. A certain tract or parcel of land being Lot 15, of the Spring Forest Subdivision or NW1/4 of NW1/4, Section 25 and NE1/4 of NE1/4, Section 26, all in T5N, R14W, Forrest County, Mississippi, described in deeds (a) through (i): (a - i acquired for additional office site)

(a) A certain deed dated, December 17, 1988, by Miriam Adams Causey, William Ray Causey, Wyndel Causey Roberts, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 608, on page 124;

(b) A certain deed dated, December 29, 1988, by William Clint Odom, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 608, on page 005;

(c) A certain deed dated, December 28, 1988, by Karen Anne Odom, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 607, on page 642;

(d) A certain Deed dated, December 28, 1988, by Michael W. Odom, as grantor, to the Mortgagor, as grantor, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 607, on page 640;

(e) A certain deed dated, December 17, 1988, by Judy Odom Phillips, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 607, on page 600;

(f) A certain deed dated, December 17, 1988, by Margaret Causey Frost, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 607, on page 424;

(g) A certain deed dated, December 17, 1988, by Joyce Causey Klutts, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Clerk of

Forrest County, in the State of Mississippi, in Deed Book 607, on page 426;

(h) A certain deed dated, December 14, 1988, by Sandra Odom Clark, as grantor, to the mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 607, on page 452;

(i) A certain deed dated, December 17, 1988, by Ann Causey Hutto, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 607, on page 422;

47. A certain tract or parcel of land in Forrest County, Mississippi, described in a certain deed dated, December 9, 1988, by John A. Rahaim, George F. Rahaim and Delores N. Rahaim, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 607, on page 252; Lots 16 & 17 of Spring Forest Subdivision or NE1/4 of NE1/4, Section 26, T5N, R14W; (Additional office site)

48. A certain tract or parcel of land in Forrest County, Mississippi, described in a certain deed dated, December 9, 1988, by Grace Ann Hudson Carter and Carolyn Hudson Mitchell, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 607, on page 490; NE1/4 of NE1/4, Section 26, T5N, R14W; (Additional office site)

49. A certain tract or parcel of land in Forrest County, Mississippi, described in a certain deed dated, December 13, 1988, by Norma C. Pittman Davis, Jack T. Davis, Bobby Clyde Pittman, Jr., Sabrina Anne Pittman Lanaro and Stacey Lynn Pittman, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, in the State of Mississippi, in Deed Book 607, on page 326; NW1/4 of NW1/4, Section 25 and NE1/4 of NE1/4, Section 26, T5N, R14W; (Additional office site)

REVISED April 1995

50. A certain tract of land described in a certain deed, dated May 20, 1993, by Jane W. Gayden, Susan L. Gayden Johnson and Dale Gayden Jernigan, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Rankin County, Mississippi, in Deed Book 672, on page 495, SW1/4 of SE1/4, Section 32, T5N, R3E; (South Brandon Substation)

51. A certain tract of land described in a certain deed, dated January 10, 1994, by Ada Hall, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Covington County, Mississippi, in Deed Book 198, on page 652, SE1/4 of NE1/4, Section 31, T8N, R15W; (South Collins Microwave Site)

REVISED 01-05-96

52. A certain tract of land described in a certain deed, dated November 27, 1995, by Elizabeth Ann Windham Creel, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Jones County, Mississippi, in Deed Book 427, on page 63, SE1/4 of NE1/4, Section 33, Township 7 North, Range 13 West; (Moselle Turban Site)

(a) A certain tract of land described in a certain deed, dated November 27, 1995, by Billy Clifford Windham, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Jones County, Mississippi, in Deed Book 427, on page 61, SE1/4 of NE1/4, Section 33, Township 7 North, Range 13 West; (Moselle Combustion Turban Site)

Revised June 2000

53. A certain tract of land described in a certain deed, dated January 31, 1996, by Tom Wimberly, President of T Bar W Ranch, Inc., as grantor, to the Mortgagor, as Grantee, and recorded in the Office of the Clerk of the Chancery Court of Lamar County, Mississippi, in Deed Book 12D, on page 287, NW 1/4 of NE 1/4, Section 3, Township 3 North, Range 16 West; (Oloh Microwave Site)

54. A certain tract of land described in a certain deed, dated August 9, 1996, by Floyd David Bullock, Sr., et al. as grantor, to the Mortgagor, as grantee, and recorded in the Office Of the Clerk of the Chancery Court of Lamar County, Mississippi, in Deed Book 12J, on page 468, NE 1/4, Section 9, Township 4 North, Range 14 West; (Right-of-Way only)

55. A certain tract of land described in a certain deed, dated August 19, 1997, by Eric L. Griffith, Sr. and Callie J. Griffith, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Covington County, Mississippi, NW 1/4 of NE 1/4, Section 23, Township 8 North, Range 16 West; (North Collins Switching Station & Tower Site)

56. A certain tract of land described in a certain deed, dated May 27, 1997, by Robert D. Keyes and Jackie G. Keyes, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Forrest County, Mississippi, in Deed Book 772, on page 637, NE 1/4 of SE 1/4, Section 26, Township 5 North, Range 12 West; (Macedonia Switching Station)

57. A certain tract of land described in a certain deed, dated October 22, 1997, by Harry Joe Martin and Sandra Martin, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Lincoln County, Mississippi, in Deed Book 998, on page 662, SW 1/4 of SW 1/4, Section 17, Township 5 North, Range 8 East; (Norfield Switching Station Extension)

58. A certain tract of land described in a certain deed, Dated July 9, 1998, by Dalton Ray Humphrey, President of Sterling Construction & Development, Inc., as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Jackson County, Mississippi, in Deed Book 1148, on page 293, Sections 32 and 38, Township 7 South, Range 7 West; (Right-of-Way only)

Revised September 27, 2001

59. A certain tract of land described in a certain deed, Dated February 22, 1999, by Charles S. Pickering and Katherine L. Pickering, as grantors, to the Mortgagor, as grantee, and Recorded in the office of the Clerk of the Chancery Court of Covington County, Mississippi, in Deed Book 226, on page 149, NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 4, Township 8 North, Range 15 West, (Station Creek Substation)

60. A certain tract of land described in a certain deed, dated July 6, 1999, by Pauline Derrington, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Covington County, Mississippi, in Deed Book 228, on page 607, West half of NE $\frac{1}{4}$, Section 4, Township 8 North, Range 15 West, (North Collins Substation)

61. A certain tract of land described in a certain deed dated July 20, 2000, by Michael W. Davis, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Simpson County, Mississippi, in Deed Book 1075, on page 18, East half of NW $\frac{1}{3}$ and part of West half of NE $\frac{1}{4}$, Section 35, Township 2 North, Range 5 East, (Martinville Switching Station)

62. A certain tract of land described in a certain deed dated November 30, 2000 by Georgia Pacific Corporation, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Smith County, Mississippi, in Deed Book 417, on page 52-54, SW $\frac{1}{4}$ of NW $\frac{1}{4}$, NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 13, Township 10 North, Range 15 West, (GP-Taylorsville Switching Station)

63. A certain tract of land described in a certain deed dated April 20, 2001, by Paul E. Pace and Dan S. Pace, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Jefferson Davis County, Mississippi, in Deed Book 176, on page 562, part of North Half of SE $\frac{1}{4}$ and part of North Half of SW $\frac{1}{4}$, Section 6, Township 7 North, Range 19 West, (Silver Creek Generation Site)

64. A certain tract of land described in a certain deed dated March 21, 2001, by Doris Smith, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Smith County, Mississippi, in Deed Book 417, on page 565, Part of NE $\frac{1}{4}$ of SW $\frac{1}{4}$, SW $\frac{1}{4}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 30, Township 2 North, Range 9 East, (Sylvarena Generation Site)

REVISED MAY 6, 2003

65. A certain tract of land described in a certain deed dated May 3, 2002, by Luther Theo Boggan, Frances Millis Boggan, Laurene Boggan McLemore and James D. McLemore, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Simpson County, Mississippi, in Deed Book 2027, on page 296, 1.051 acres in the North half of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 33, Township 1 North, Range 4 East, (Gwinville Junction Switching Station)

66. A certain tract of land described in a certain deed dated July 12, 2002, by James D. Holyfield, Joseph L. Holyfield and Mrs. W. D. Allen, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Lawrence County, Mississippi, in Deed Book A134, at page 674, being 4.63 acres in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 2, Township 7 North, Range 20 West, Lawrence County, (Silver Creek-EMI Substation)

REVISED DECEMBER 17, 2003

67. A certain tract of land described in a certain deed dated August 8, 2003, by Roy V. Robertson and Nelner D. Robertson, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Smith County, Mississippi, in Deed Book 435, at page 824-826, being 4.102 acres in the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 2, Township 2 North, Range 6 East, Smith County, Mississippi. (Traxler Microwave Site)

68. A certain tract of land described in a certain deed dated September 22, 2003, by Louis C. Magee and Sandra M. Magee, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of the Chancery Court of Pike County, Mississippi, in Deed Book 458, at page 805-806, being 0.331 acres in the South $\frac{1}{2}$ of the SE $\frac{1}{4}$, Section 29, Township 4 North, Range 7 East, Pike County, Mississippi. (Magee Road Switching Station)

APPENDIX B

A: The accounts, contract rights and general intangibles referred to in Paragraph of IV of the Granting Clause include, but are not limited to, the following:

1. WHOLESALE POWER CONTRACTS BETWEEN THE MORTGAGOR AND MEMBER COOPERATIVES

<u>Cooperative</u>	<u>Date of Original Contract</u>	<u>Amendment Date</u>
Coahoma EPA	4/3/1980 REA: 10/29/1980	
Coast EPA	11/28/1978 REA: 4/11/1979	
Delta EPA	5/13/1980 REA: 10/29/1980	
Dixie EPA	5/12/1959 REA: 12/30/1959	8/16/1966 REA: 9/26/1966 1/22/1974 REA: 1/3/1975
Magnolia EPA	12/19/1979 REA: 10/29/1980	
Pearl River Valley EPA	5/21/1959 REA: 12/30/1959	8/18/1966 REA: 9/26/1966 11/13/1968 REA: 4/1/1969 1/22/1974 REA: 1/1/1975
Singing River EPA	5/12/1959	9/13/1966 REA: 9/26/1966 1/22/1974 REA: 1/3/1975

Southern Pine EPA

12/18/1959
REA: 12/30/1959

12/26/1959
REA: 1/4/1960

2/7/1963
REA: 3/25/1963

3/25/1965
REA: 5/29/1965

8/11/1966
REA: 9/26/1966

1/22/1974
REA: 1/3/1975

Southwest Mississippi EPA

12/19/1979
REA: 10/29/1980

Twin County EPA

12/16/1979
REA: 10/29/1980

Yazoo Valley EPA

2/12/1980
REA: 10/29/1980

INDEX: INDEFINITE

*ALSO: SE 1/4 33-25-10W
SW 1/4 34-25-10W*

After recording, return to:
Compton, Crowell and Hewitt, P.L.L.C.
Post Office Drawer 1937
Biloxi, MS 39533-1937