

SUPPLEMENTAL MORTGAGE

made by and among

COOSA VALLEY ELECTRIC COOPERATIVE, INC.
69220 AL Hwy 77
Talladega, AL 35160,
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 April 7, 2025

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, SENIOR CORPORATE COUNSEL, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, 20701 COOPERATIVE WAY, DULLES, VIRGINIA 20166.

SUPPLEMENTAL MORTGAGE, dated as of April 7, 2025 (hereinafter sometimes called this "Supplemental Mortgage"), is made by and among COOSA VALLEY ELECTRIC COOPERATIVE, INC. (hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of Alabama, 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, COOSA VALLEY ELECTRIC COOPERATIVE, INC., 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.

COOSA VALLEY ELECTRIC COOPERATIVE, INC.

By: Kim Maye
Name: Kim Maye
Title: CFO



Attest: [Signature]
Secretary

Executed by the Mortgagor in the presence of:

[Signature]
Witness
[Signature]
Witness

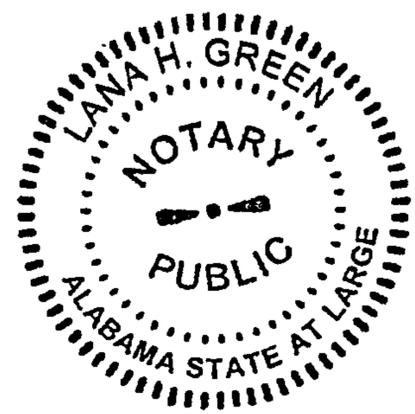
STATE OF ALABAMA)
) SS
COUNTY OF Talladega)

Personally appeared before me, Lana H. Green, a Notary Public within aforesaid County, Jeremy Wise, who being duly sworn, says that (s)he saw the corporate seal of COOSA VALLEY ELECTRIC COOPERATIVE, INC. affixed to the foregoing instrument and that (s)he also saw Kim Mays, as CEO of said corporation sign and Lisa Bonner, as Secretary of said corporation attest the same, and that Shelia Morris with Coosa Valley Electric Coop witnessed the execution and delivery thereof as the act and deed of COOSA VALLEY ELECTRIC COOPERATIVE, INC..

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8th day of May, 2024.

Lana H. Green
Notary Public

(Notarial Seal)



My Commission Expires:
October 16, 2028

My commission expires: _____

UNITED STATES OF AMERICA

By: *Christopher A. McLean*

Acting Administrator of the
Rural Utilities Service

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

Shela Luber Sheban Tucker

Witness

Donald Junta

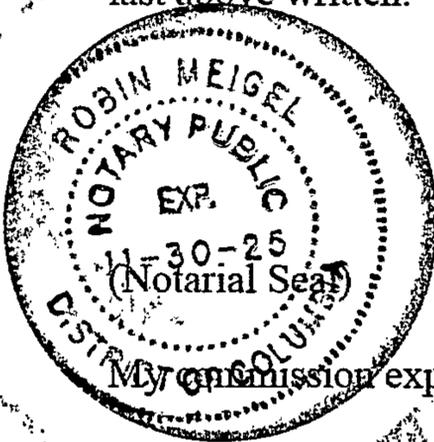
DJ

Witness

DISTRICT OF COLUMBIA) SS

On this 1st day of May, 2025, personally appeared
before me, Christopher A. McLean, who being duly sworn, did say that he is the
Acting Administrator of the Rural Utilities Service, an agency of the United States of America, and
acknowledged to me that, acting under a delegation of authority duly given and evidenced by law
and presently in effect, he executed said instrument as the act and deed of the United States of
America for the uses and purposes therein mentioned.

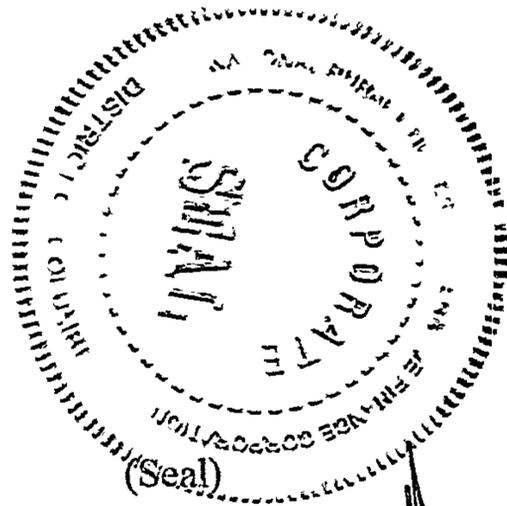
IN TESTIMONY WHEREOF, I have heretofore set my hand and official seal the day and year
last above written.



Robin Meigel
Notary Public
ROBIN MEIGEL

My commission expires: NOV 30 2025

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION, for itself and as Master
Servicer under one or more servicing agreements on
behalf of the Federal Agricultural Mortgage
Corporation.



By: Isabelle Garcia

Name: Isabelle Garcia

Title: Assistant Secretary Treasurer

Attest: Aamer Arshad
Aamer Arshad

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

Christina Gilley
Witness **Christina Gilley**

Mark Leith
Witness **Mark Leith**

COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF LOUDOUN)

Isabelle Garcia

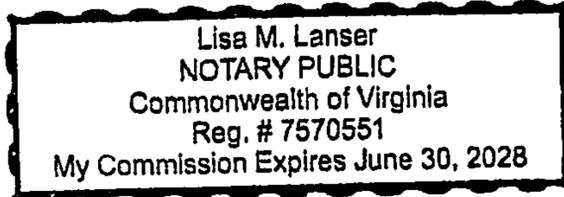
On this 2ND day of MAY 2025, before me appeared _____,
to me personally known, who, being by me duly sworn, did say that s/he is the
~~Assistant Secretary Treasurer~~ of the National Rural Utilities Cooperative Finance Corporation, a
corporation, and that the seal affixed to the foregoing instrument 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 ~~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.



Notary Public

(Notarial Seal)



My commission expires: _____

Supplemental Mortgage Schedule A - Part One**Maximum Debt Limit and Other Information**

1. The Maximum Debt Limit is \$350,000,000.00.
2. The Original Mortgage as referred to in the first WHEREAS clause above is more particularly described as follows:

<u>Instrument Title</u>	<u>Instrument Date</u>
Restated Mortgage and Security Agreement	November 1, 2004
Supplemental Mortgage	March 2, 2009
Supplemental Mortgage	December 10, 2010

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

<u>Loan Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Final Maturity</u>	<u>%Rate¹</u>
Y8	\$24,637,000.00	Mar 2, 2009	Dec 31, 2043	V

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

<u>Loan Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Final Maturity</u>
AL033-V-9027	\$55,000,000.00	As of even date herewith	Forty (40) years from the date hereof
AL033-A-9028	\$40,000,000.00	As of even date herewith	Thirty-two (32) 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 1 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 NOTES issued to CFC

<u>CFC Loan Designation</u>	<u>Face Amount of Note</u>	<u>Note Date</u>	<u>Maturity Date</u>
AL033-C-9011	\$542,708.00	01/30/1990	01/30/2025
AL033-C-9012	\$1,432,632.00	10/27/1992	10/27/2027
AL033-A-9013	\$1,797,872.00	10/26/1993	10/26/2028
AL033-A-9017	\$3,800,000.00	04/27/1999	04/27/2039
AL033-U-9018	\$9,800,000.00	05/01/2000	05/01/2035
AL033-A-9021	\$22,000,000.00	07/28/2015	07/28/2035
AL033-V-9022	\$28,000,000.00	06/24/2019	06/24/2059
AL033-A-9023	\$35,000,000.00	04/05/2021	04/05/2055
AL033-A-9025	\$25,000,000.00	10/12/2023	10/12/2055
AL033-LUM-3000- FM001	\$1,383,958.90	07/02/2007	12/31/2030
AL033-LUM-3001- FM001	\$935,665.05	07/02/2007	12/31/2030
AL033-LUM-3002- FM001	\$2,454,685.50	07/02/2007	06/30/2035

SCHEDULE A: PART THREE**CoBank**

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

ORIGINAL NOTES issued to CoBank, ACB

Payor: Coosa Valley Electric Cooperative, Inc.

<u>CoBank Loan Designation</u>	<u>Face Amount of Note</u>	<u>Note Date</u>	<u>Maturity Date</u>
00060645T01 ¹	\$4,234,205.06	December 6, 2018	May 20, 2029

¹ Amends, restates and replaces Promissory Note and Supplement No. RX0826T1, dated December 10, 2010.

Supplemental Mortgage Schedule B

Property Schedule

Supplemental Mortgage Schedule B
CFC DOC
AL033-M(BURDICM)
272480-1

DEBTOR: Coosa Valley Electric Cooperative, Inc.

1. A certain tract of land described in that certain deed dated February 17, 1971, by James B. White, Jr. and wife, Evelyn B. White, as Grantors, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Talladega County, Alabama in Deed Book 352 at Page 66.

2. A certain tract of land described in that certain deed dated February 28, 1971, by Arthur L. Albright and wife, Nannie D. Albright, as Grantors, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Talladega County, Alabama in Deed Book 352 at Page 64.

3. A certain tract of land described in that certain deed dated April 18, 1967, by Wilmer Hoyle and wife, Mary A. Hoyle, as Grantors, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of St. Clair County, Alabama in Deed Book 90 at Page 569.

4. A certain tract of land described in that certain deed dated November 25, 1959, by A. W. Thompson, a single man, as Grantor, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Calhoun County, Alabama in Deed Book 1038 at Page 442.

5. A certain tract of land described in that certain deed dated August 30, 1947, by Robert M. Whiting, et. al., as Grantors, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Talladega County, Alabama in Deed Book 134 at Page 174.

6. A certain tract of land described in that certain deed dated January 19, 1940, by F.L. England and wife, Polly N. England, as Grantors, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Talladega County, Alabama in Deed Book 102 at Page 185.

7. A certain tract of land described in that certain deed dated August 28, 1969, by G. T. Embry and wife, Maggie Embry, as Grantors, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Talladega County, Alabama in Deed Book 339 at Page 374.

8. A certain tract of land described in that certain deed dated February 25, 1976, by Roy Partridge and wife, Ruby Partridge, as Grantors, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Deed Book 297 at Page 446.

9. A certain tract of land described in that certain deed dated October 22, 1992, by John C. Spencer, Jr. and Mildred S. Brownlow, as Grantors, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Talladega County, Alabama in Deed Book 621 at Page 188.

10. A certain tract of land described in that certain deed dated July 30, 2004, by Jamie K. Swaney, a single woman, and Mildred Kirkland, a/k/a Mildred G. Kirkland, a single woman, as Grantors, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Talladega County, Alabama in Deed Book 828 at Page 617.

11. A certain tract of land described in that certain deed dated November 17, 2009, by Coosa Valley Propane Services, Inc., as Grantor, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Talladega County, Alabama in Deed Book 939 at Page 198.

12. A certain tract of land described in that certain deed dated June 1, 2012, by Billie Hood Powers, a widow, John W. Powers, a married man, and Nolan Peters and Lola Peters, husband and wife, as Grantors, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Talladega County, Alabama in Deed Book 981 at Page 329.

13. A certain tract of land described in that certain deed dated December 18, 2019, by Mark Echols, a single man, as Grantor, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Talladega County, Alabama in Deed Book 1140 at Page 310.

14. A certain tract of land described in that certain deed dated December 27, 2019 by Joel Glynn Turner, a married man, as Grantor, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of St. Clair County, Alabama in Deed Book 2019 at Page 15523.

15. A certain tract of land described in that certain deed dated August 1, 2024, by Barbara Moss, f/k/a Barbara Bright, a married woman, as Grantor, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Calhoun County, Alabama in Deed Book 3338 at Page 830.

16. A certain tract of land described in that certain deed dated September 6, 2024, by The Industrial Development Board of Pell City, Alabama, as Grantor, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of St. Clair County, Alabama in Deed Book 2024 at Page 11002.

17. A certain tract of land described in that certain deed dated October 1, 2024, by AGG Holdings, LLC, as Grantor, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20241002000307800.

18. A certain tract of land described in that certain deed dated October 3, 2024, by Jackie R. Vice, Sr. and Carol A. Vice, as Co-Trustees of the Jackie R. Vice, Sr. and Carol A. Vice Revocable Trust, as Grantors, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Calhoun County, Alabama in Deed Book 3340 at Page 838.

19. A certain tract of land described in that certain deed dated October 19, 2024, by Allan Goodson, a married man, as Grantor, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Calhoun County, Alabama in Deed Book 3341 at Page 675.

20. A certain tract of land described in that certain deed dated February 27, 2025, by Dorothy Kay Huffaker, a widow, as Grantor, to the Mortgagor, as Grantee, and recorded in the Office of the Judge of Probate of Talladega County, Alabama in Deed Book 1252 at Page 215.

Less and Except:

1. The real property described in that certain deed dated June 21, 2000, from Coosa Valley Electric Cooperative, as Grantor, to the State of Alabama, as Grantee, for a road right-of-way and recorded in the Office of the Judge of Probate of Talladega County, Alabama in Deed Book 743 at Page 69.

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 any such Building located at: Parcel 9, known as Headquarters Office with address 69220 AL-77, Talladega, Talladega County, Alabama 35160, 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.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/14/2025 01:37:57 PM
\$74.00 BRITTANI
20250514000147290

Alvin S. Bayl