
**SECOND SUPPLEMENT AND AMENDMENT
TO AMENDED AND RESTATED MORTGAGE
AND
SECURITY AGREEMENT**

Made By and Between

DESERET GENERATION AND TRANSMISSION CO-OPERATIVE

Mortgagor

and

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION

Mortgagee

Dated as of _____, 2016

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY.

THIS INSTRUMENT CONTAINS FUTURE ADVANCE PROVISIONS MADE BY THE MORTGAGEE TO THE MORTGAGOR AND FUTURE OBLIGATIONS OF THE MORTGAGOR TO THE MORTGAGEE.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

MORTGAGOR'S ORGANIZATIONAL IDENTIFICATION NUMBER IS: 697952-0140

THIS INSTRUMENT WAS DRAFTED BY JAMES JABLONSKI, SENIOR CORPORATE COUNSEL OF NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION 20701 COOPERATIVE WAY, DULLES, VIRGINIA 20166.

MORTGAGEE'S TELEPHONE NUMBER IS 1-800-424-2954

THIS SECOND SUPPLEMENT AND AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT, is dated as of _____ ("Supplement"), is made by and between DESERET GENERATION AND TRANSMISSION CO-OPERATIVE a cooperative association existing under the laws of the State of Utah (hereinafter called the "Mortgagor") and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (hereinafter called "CFC" or the "Mortgagee"), a corporation organized and existing under the laws of the District of Columbia.

WHEREAS, the Mortgagor and CFC are parties to the Amended and Restated Mortgage and Security Agreement, dated as of December 16, 2005 as supplemented by the Supplement to Amended and Restated Mortgage and Security Agreement, dated as of October 15, 2011 (together, the "Original Mortgage"), encumbering certain real property and being recorded as described on **Appendix A** attached hereto;

WHEREAS, the Mortgagor has heretofore borrowed funds from the Mortgagee pursuant to a Second Consolidated, Amended and Restated Revolving Credit Agreement dated as of October 15, 2011, in the original principal amount of \$20,000,000.00 (the "Line of Credit"), has duly authorized, executed and delivered to CFC the Secured Promissory Note, dated as of October 15, 2011, in the aggregate principal amount of \$20,000,000.00 (the "LOC Note") and has secured the LOC Note and the Line of Credit by the Original Mortgage;

WHEREAS, the Mortgagor has requested, and Mortgagee has agreed, to extend the term of the Line of Credit pursuant to a Third Amended and Restated Revolving Credit Agreement (hereinafter called the "Amended Line of Credit"), dated as of even date herewith and has accordingly duly authorized, executed and delivered to CFC the Amended Line of Credit (as further identified in Section 2 hereof) and the Amended and Restated Secured Promissory Note, dated as of even date herewith, in the aggregate principal amount of \$20,000,000.00 (as further identified in Section 2 hereof, the "Current Note") to be secured by the Original Mortgage, as amended and supplemented hereby;

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to CFC, or has assumed the payment of, certain mortgage notes, all payable to the order of CFC, in installments, of which certain mortgage note or notes (hereinafter collectively called the "Existing Notes") are now outstanding and owned by CFC and are secured by the Original Mortgage;

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

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

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 Original Mortgage, as amended and supplemented hereby, a valid and binding mortgage to secure the Existing Notes and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Original Mortgage, as amended and supplemented hereby; and

WHEREAS, the Mortgagor and the Mortgagee are authorized to enter into this Supplement.

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 Supplement is hereby acknowledged, this Supplement witnesseth as follows:

1. Granting Clauses. The Mortgagor has executed and delivered this Supplement and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over unto the Mortgagee, and the Mortgagor does hereby grant to the Mortgagee, and its assigns, all and singular the real and personal property described in the Original Mortgage as being mortgaged thereby and all and singular the real and personal property of the Mortgagor falling within the classes of property embraced in the description of the "Mortgaged Property" set forth in the Original Mortgage, including, without limitation, all and singular the real and personal property of said description heretofore or hereafter acquired by or constructed by or on behalf of the Mortgagor, and wheresoever situate, including, without limitation, the existing electric facilities identified and the real estate specifically described (by reference to deeds or otherwise) in **[IF PROPERTY SCHEDULE IS TO BE INCLUDED WITH THIS SUPPLEMENT: Appendix B hereto] [IF NO PROPERTY SCHEDULE IS TO BE INCLUDED WITH THIS SUPPLEMENT: Appendix B to the Original Mortgage]**¹ (except such portions, if any, thereof as have been released prior to the execution and delivery of this Supplement),

AND ALSO including, without limitation:

I

All right, title and interest, whether fee or leasehold, of the Mortgagor in real property set forth in **[IF PROPERTY SCHEDULE IS TO BE INCLUDED WITH THIS SUPPLEMENT: Appendix B hereto] [IF NO PROPERTY SCHEDULE IS TO BE INCLUDED WITH THIS SUPPLEMENT: Appendix B to the Original Mortgage]**, subject in each case to those matters set forth therein;

II

All right, title and interest of the Mortgagor in 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 **[IF PROPERTY SCHEDULE IS TO BE INCLUDED WITH THIS SUPPLEMENT: Appendix B hereto] [IF NO PROPERTY SCHEDULE IS TO BE INCLUDED WITH THIS SUPPLEMENT: Appendix B to the Original Mortgage]** or hereafter constructed or

¹ Dave: Under Utah and Colorado law, does a full listing of the property have to be attached or, if the property description has not changed to add property, can we just cross-reference to the listing in the Original Mortgage?

acquired by the Mortgagor, wherever located, and in and to all extensions and improvements thereof and additions thereto, including any and all other property of every kind, nature and description, used, useful or acquired for use by the Mortgagor in connection therewith, and including, without limitation, the property described in the property schedule listed on, or attached to **[IF PROPERTY SCHEDULE IS TO BE INCLUDED WITH THIS SUPPLEMENT: Appendix B hereto] [IF NO PROPERTY SCHEDULE IS TO BE INCLUDED WITH THIS SUPPLEMENT: Appendix B to the Original Mortgage];**

III

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the 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;

IV

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

V

All right, title and interest of the Mortgagor in, to and under all personal property and fixtures of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper, deposit accounts, letter-of-credit rights, investment property (including certificated and uncertificated securities, security entitlements and securities accounts), software, general intangibles, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds (as such terms are defined in the applicable Uniform Commercial Code; provided, however, that the term "instrument" shall be such term as defined in Article 9 of the applicable Uniform Commercial Code rather than Article 3);

VI

All right, title and interest of the Mortgagor in, to and under any and all agreements, leases or contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm or corporation relating to the Mortgaged Property (including contracts for the lease, occupancy or sale of the Mortgaged Property, or any portion thereof);

VII

All right, title and interest of the Mortgagor in, to and under any and all books, records and correspondence relating to the Mortgaged Property, including, but not limited to: all records,

ledgers, leases and computer and automatic machinery software and programs, including without limitation, programs, databases, disc or tape files and automatic machinery print outs, runs and other computer prepared information indicating, summarizing evidencing or otherwise necessary or helpful in the collection of or realization on the Mortgaged Property;

VIII

Also, all right, title and interest of the Mortgagor in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, including, without limitation, accounts, chattel paper, documents and instruments, general intangibles, goods, equipment, inventory, and proceeds wheresoever situated, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein to the extent only, however, that the subjection of such property to the lien hereof shall not be contrary to law;

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

Provided, however, that except as provided in Section 4.08 of the Original Mortgage, no automobiles, trucks, trailers, tractors or other vehicles (including without limitation aircraft or ships, if any) which are titled and/or registered in any state of the United States and owned or used by the Mortgagor shall be included in the property mortgaged by the Original Mortgage and this Supplement.

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 Original Mortgage, as amended and supplemented hereby.

2. The Amended Line of Credit shall mean the Third Amended and Restated Revolving Credit Agreement, dated as of even date herewith, by and between the Mortgagor and the Mortgagee providing for the following:

<u>Loan Designation</u>	<u>Loan Amount</u>	<u>Maturity Date</u>
UT021-I-9033	\$20,000,000.00	November 30, 2017

The Current Note shall mean the Amended and Restated Secured Promissory Note, dated as of even date herewith, in the aggregate principal amount of \$20,000,000.00, designated UT021-I-9033 with a maturity date of November 30, 2017.

3. Equal and Ratable Priority. The Existing Notes are hereby confirmed as Notes of the Mortgagor entitled to the security of the Mortgage, as amended and supplemented by this Supplement, and of the property by the Original Mortgage and this Supplement mortgaged and pledged, or intended so to be, equally and ratably with one another and with other notes of the Mortgagor when and as executed and delivered under and pursuant to the Original Mortgage, as amended and supplemented hereby, without preference, priority or distinction as to interest or principal (except as otherwise specifically provided in the Original Mortgage, as amended and supplemented hereby) or as to lien or otherwise, of any one of the Existing Notes or such other Notes over any other thereof and irrespective of the date of the execution, delivery or maturity thereof, or of the assignment or negotiation thereof or otherwise.

4. **Additional Notes.** The Current Note is executed and delivered pursuant to Section 3.01 of Article III of the Original Mortgage and is hereby included within the term "Additional Notes", "Notes", and "Revolving Credit Note" as defined in the Original Mortgage, as amended hereby. The Amended Line of Credit, pursuant to which the Mortgagor has issued the Current Note, is hereby included within the term "Other Loan Agreements", as defined in the Original Mortgage, as amended hereby, together with any amendments or supplements thereto.

5. Amendment.

A. Article I of the Original Mortgage is hereby amended to add the following terms and their corresponding definitions in alphabetical order therein:

"Other Loan Agreements" shall mean, collectively, the Outstanding Loan Agreements and any other loan agreement executed by and between the Mortgagor and CFC in connection with the execution and delivery of any Notes secured hereby.

"Outstanding Loan Agreements" shall mean those loan agreements between Mortgagor and CFC dated as of:

July 22, 2009, evidencing a loan in the original principal amount of \$10,000,000 designated by CFC Loan No. UT021-A-9048; and

October 16, 2011, evidencing a loan in the original principal amount of \$40,000,000 designated by CFC Loan No. UT021-A-9049.

B. The first paragraph of Section 2.02 of the Original Mortgage is hereby deleted in its entirety and replaced with the following:

In order to secure the payment of the principal of and interest on and any other amounts due under the Notes, according to their tenor and effect, and further to secure the due payment and performance of the covenants, agreements and provisions contained in this Mortgage, the other Restructure Documents, the Project Loan Agreement and the Other Loan Agreements and to declare the terms and conditions upon which the Notes are to be secured, the Mortgagor, in consideration of the premises, has executed and delivered this Mortgage, and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over, unto the Mortgagee, and the Mortgagor does hereby grant to the Mortgagee and its assigns, for the purposes herein expressed, a security interest in the following described properties, assets and rights of the Mortgagor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (hereinafter sometimes called the "Mortgaged Property"):

C. The last paragraph of Section 2.02 of the Original Mortgage is hereby deleted in its entirety and replaced with the following:

TO HAVE AND TO HOLD all and singular the Mortgaged Property unto the Mortgagee and its assigns forever, to secure equally and ratably the payment of the principal of and interest on and any other amount due under the Notes, according to their tenor and effect, without preference, priority or distinction as to interest or principal or as to lien or

otherwise of any Note over any other Note by reason of the priority in time of the execution, delivery or maturity thereof or of the assignment or negotiation thereof, or otherwise, except as otherwise specifically provided herein, and to secure the due performance of the covenants, agreements and provisions herein and in the Restructure Documents, the Project Loan Agreement and the Other Loan Agreements contained, and for the uses and purposes and upon the terms, conditions, provisos and agreements hereinafter expressed and declared.

D. Section 4.03 of the Original Mortgage is hereby deleted in its entirety and replaced with the following:

SECTION 4.03. Payment of Notes: Prepayments. The Mortgagor will duly and punctually pay the principal of, interest on, and any and all other amounts payable under the Notes at the dates and places and in the manner provided therein, according to the true intent and meaning thereof, and all other sums becoming due thereunder and hereunder. The Mortgagor may at any time make prepayments, on account of all or part of the principal of the Notes, to the extent and in the manner provided therein, in the credit agreement pursuant to which any such Note is issued and in the ORA.

E. Section 4.10 of the Original Mortgage is hereby deleted in its entirety and replaced with the following:

SECTION 4.10. Compliance with Documents. The Mortgagor will well and truly observe and perform all of the covenants, agreements, terms and conditions contained in the Restructure Documents, the Project Loan Agreement and the Other Loan Agreements as from time to time amended, on its part to be observed or performed. The Mortgagor will promptly furnish the Mortgagee with written notice of any amendment or modification of any Restructure Document, the Project Loan Agreement or any Other Loan Agreement and of the occurrence of any event of default under any Restructure Document, the Project Loan Agreement or any Other Loan Agreement. For purposes of this Mortgage, in the event of any inconsistency between the terms of this Mortgage, the Restructure Documents, the Project Loan Agreement and the Other Loan Agreements, the terms of the ORA shall govern so long as the ORA is in effect.

F. The first paragraph of Section 5.01 of the Original Mortgage is hereby deleted in its entirety and replaced with the following:

SECTION 5.01. Events of Default. If any Event of Default as defined in the ORA or any Other Loan Agreement shall happen then in each and every such case the Mortgagee, to the extent permitted by applicable state law on behalf of all the Noteholders, may, in its discretion:

G. Section 6.02 of the Original Mortgage is hereby deleted in its entirety and replaced with the following:

SECTION 6.02. Defeasance. If the Mortgagor shall well and truly pay or cause to be paid the whole amount of the principal of and interest on the Notes at the times and in the manner therein provided, according to the true intent and meaning thereof, and shall also pay or cause to be paid all other sums payable by the Mortgagor under the Restructure Documents, the Project Loan Agreement and the Other Loan Agreements, each as amended

from time to time, and hereunder, and shall well and truly keep and perform, according to the true intent and meaning of this Mortgage, all covenants herein required to be kept and performed by it, then and in that case, all property, rights and interests hereby conveyed or assigned or pledged shall revert to the Mortgagor, and the estate, right, title and interest of the Mortgagee and the Noteholders shall thereupon cease, determine and become void, and the Mortgagee and the Noteholders, in such case, on written demand of the Mortgagor but at the Mortgagor's cost and expense, shall enter satisfaction of this Mortgage upon the record. In any event, each Noteholder, upon payment in full by the Mortgagor of all principal of and interest on the Notes and the payment and discharge by the Mortgagor of all charges due to such Noteholder hereunder or under the Restructure Documents, the Project Loan Agreement or the Other Loan Agreements, shall execute and deliver to the Mortgagor such instrument of satisfaction, discharge or release as shall be required by law in the circumstances.

G. The address for notices to the Mortgagee set forth in Section 7.04 of the Original Mortgage is hereby deleted in its entirety and replaced with the following:

As to the Mortgagee:	National Rural Utilities Cooperative Finance Corporation: 20701 Cooperative Way Dulles, Virginia 20166 Attention: General Counsel Fax # 866-230-5635
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6. Authorization to File Financing Statements. The Mortgagor hereby irrevocably authorizes the Mortgagee at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Mortgaged Property (i) 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 (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the applicable Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Mortgagor is an organization, the type of organization and any organizational identification number issued to the Mortgagor and (ii) 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.

7. Notices. All demands, notices, reports, approvals, designations, or directions required or permitted to be given under the Original Mortgage, as amended hereby, shall be given as set forth in the Original Mortgage, as amended hereby.

8. Mortgage Deemed Security Agreement. To the extent that any of the property described or referred to in this Supplement is governed by the provisions of the Uniform Commercial Code, this Supplement is hereby deemed a "security agreement" a "financing statement" and a "fixture filing" under the Uniform Commercial Code.

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

10. Partial Invalidity. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Supplement shall not affect the validity of the remaining portions hereof.

11. Counterparts. This Supplement 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.

12. Governing Law. This Supplement shall be governed by, and construed according to, the laws of the State of Utah, except to the extent governed by federal law or the Uniform Commercial Code of the state of the Mortgagor's location, **PROVIDED, HOWEVER**, the creation, perfection, validity and enforcement of liens against real property located in the State of Colorado, including the exercise of the power of sale to the extent allowed under the laws of the State of Colorado, shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, DESERET GENERATION AND TRANSMISSION CO-OPERATIVE as Mortgagor, has caused this Supplement to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagee, has caused this Supplement to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, as of the day and year first above written.

[EXECUTED ON THE FOLLOWING PAGES]

DESERET GENERATION AND TRANSMISSION
CO-OPERATIVE

By: _____

Its: _____

(Seal)

Attest: _____

Its: Secretary

Executed by the Mortgagor in
the presence of:

Witnesses

STATE OF UTAH)
)
COUNTY OF _____)

On this ____ day of _____, 20____, before me appeared
_____ and _____
personally known, by me and having been duly sworn by me, did say that they are the
_____ and _____, respectively, of DESERET GENERATION AND
TRANSMISSION CO-OPERATIVE, a Utah 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
_____ and _____ acknowledged that the
execution of said instrument was a free act and deed of said corporation.

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

(Notarial Seal)

Notary Public

My commission expires:

Appendix A

1. The Original Mortgage as described in the second WHEREAS clause above is recorded as follows:

A) Amended and Restated Mortgage and Security Agreement:

- (i) County of Carbon in the State of Utah as Entry No. 114963 on December 20, 2005.
- (ii) County of Duchesne in the State of Utah as Entry No. 382346 on December 20, 2005.
- (iii) County of Emery in the State of Utah as Entry No. 373086 on December 20, 2005.
- (iv) County of Juab in the State of Utah as Entry No. 00241269 on December 22, 2005.
- (v) County of Salt Lake in the State of Utah as Entry No. 9589622 on December 22, 2005.
- (vi) County of Sanpete in the State of Utah as Entry No. 131553 on December 20, 2005.
- (vii) County of Uintah in the State of Utah as Entry No. 2005010890 on December 20, 2005.
- (viii) County of Utah in the State of Utah as Entry No. 147544:2005 on December 21, 2005.
- (ix) County of Wasatch in the State of Utah as Entry No. 294043 on December 20, 2005.
- (x) County of Moffat in the State of Colorado as Reception No. 2005-L-6906 on December 21, 2005.
- (xi) County of Rio Blanco in the State of Colorado as Reception No. 283576 on December 21, 2005.

B) Supplement to Amended and Restated Mortgage and Security Agreement:

- (i) County of Carbon in the State of Utah as Entry No. 812788 in Book No. 758 on Page No. 168 on November 10, 2011.
- (ii) County of Duchesne in the State of Utah as Entry No. 439838 in Book No. A631 on Page No. 40 on November 9, 2011.

- (iii) County of Emery in the State of Utah as Entry No. 401100, Page Nos. 1 - 154 on November 10, 2011.
- (iv) County of Juab in the State of Utah as Entry No. 00266985 in Book No. 0547 on Page No. 0243 on November 10, 2011.
- (v) County of Salt Lake in the State of Utah as Entry No. 11277029 in Book No. 9965 on Page No. 5659-5812 on November 9, 2011.
- (vi) County of Sanpete in the State of Utah as Entry No. 180229 in Book No. 623 on Page No. 793 on November 10, 2011.
- (vii) County of Uintah in the State of Utah as Entry No. 2011008093 in Book No. 1254 on Page No. 164-317 on November 10, 2011.
- (viii) County of Utah in the State of Utah as Entry No. 81222:2011, Page Nos. 1 - 154 on November 10, 2011.
- (ix) County of Wasatch in the State of Utah as Entry No. 373867 in Book No. 1044 on Page No. 1225-1378 on November 9, 2011.
- (x) County of Moffat in the State of Colorado as Reception No. 20116867, Page Nos. 1 - 154 on November 10, 2011.
- (xi) County of Rio Blanco in the State of Colorado as Document No. 302568, Page Nos. 1 - 154 on November 10, 2011.

Appendix B

- (a) The Mortgaged Property is located in the Counties of _____ in the State of _____.
- (b) The property referred to in the Granting Clause includes the following:

(See Attachment)

Appendix C
Excepted Property