

(c) at any time or times when the amount of the Mortgagor's general funds exceeds twenty percent of its total plant and to the extent required in writing by such noteholder or noteholders, make payments of or on account of the principal of any one or more of the notes designated by such noteholder or noteholders, either prior to the time or in excess of the amount provided for in any one or more of the notes in respect of which the payments are to be made; provided, however, that payments required to be made pursuant to this subsection (c) do not reduce the Mortgagor's general funds below fifteen percent of its total plant. As used in this subsection (c): (1) the term "general funds" means the sum of the following accounts of the Mortgagor: "Nonutility Property" less "Accumulated Provision for Depreciation and Amortization of Nonutility Property," "Other Investments in Associated Organizations," "Other Investments," "Restricted Funds," "Cash - General," "Working Funds" and "Temporary Cash Investments;" and (2) the term "total plant" means the sum of the following accounts of the Mortgagor: "Electric Plant in Service," "Electric Plant Purchased or Sold," "Electric Plant Leased to Others," "Electric Plant Held for Future Use," "Completed Construction not Classified," "Construction work in Progress," "Electric Plant Acquisition Adjustments" and "Other Utility Plant." Titles of accounts used in the foregoing definitions shall have the meanings set forth in the prevailing system of accounts prescribed for its electric borrowers by the Rural Electrification Administration.

The rights of the noteholder or noteholders under each of the foregoing subsections of this section 20 shall be cumulative and may be exercised independently of the exercise of rights, and free from the limitations set forth, under the other subsections.

- 4 -

4. 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.

5. 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, the 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, all as of the day and year first above written.



Attests:

Secretary

LEAVENWORTH-JEFFERSON ELECTRIC COOPERATIVE, INC.

by *Charles Coffin*
President
Charles Coffin

Executed by the Mortgagor
in the presence of:

James Watson
Gordon R. Lowrey
Witnesses

STATE OF KANSAS)

) SS

COUNTY OF JEFFERSON)

BE IT REMEMBERED that on this 15 day of Aug, 1967, before me, the undersigned, a notary public in and for the county and state aforesaid, came *Charles Coffin*, president of LEAVENWORTH-JEFFERSON ELECTRIC COOPERATIVE, INC., a corporation, who is personally known to me to be such officer, and who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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



My commission expires *March 3, 1969*

C.D. Harker
Notary Public
C.D. Harker

Form - Supp. Mtgo. (2)
Rev. 10/31/56
7-2068

- 5 -

Recorded August 28, 1967 at 10:03 A.M.

Janice Boon Register of Deeds