

SUPPLEMENTAL MORTGAGE, dated as of December 4, 1968 - - -, made by THE KAW VALLEY ELECTRIC COOPERATIVE COMPANY, INC. - - - (hereinafter called the "Mortgagor"), a corporation organized and - - - existing under the laws of the State of Kansas - - -, to UNITED STATES OF AMERICA (hereinafter sometimes called the "Mortgagee").

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Mortgagee, the following certain mortgage notes (hereinafter collectively called the "Outstanding Notes"), all payable to the order of the Mortgagee, in installments:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>FINAL PAYMENT DATE</u>
1. January 25, 1946	\$290,000	January 25, 1981
2. March 25, 1948	269,000	March 25, 1983
3. July 15, 1949	131,000	July 15, 1984
4. April 25, 1950	356,000	April 25, 1985
5. April 17, 1961	257,000	April 17, 1996
6. April 20, 1962	150,000	April 20, 1997
7. July 15, 1964	255,000	July 15, 1999
8. of even date herewith	875,000	35 years from the date hereof; and

WHEREAS, by the terms of a certain agreement (hereinafter called the "First Basis Date Agreement"), dated as of March 23, 1949, between the Mortgagor and the Mortgagee, the portion, if any, of the principal amount of the first of the Outstanding Notes advanced on or after the date of the First Basis Date Agreement is or will be payable in quarterly installments on or before thirty-five (35) years after the date of the First Basis Date Agreement; and

WHEREAS, by the terms of a certain agreement (hereinafter called the "Second Basis Date Agreement"), dated as of April 26, 1955, between the Mortgagor and the Mortgagee, the portion, if any, of the principal amount of the fourth of the Outstanding Notes advanced on or after the date of the Second Basis Date Agreement is or will be payable in quarterly installments on or before thirty-five (35) years after the date of the Second Basis Date Agreement; and

WHEREAS, by the terms of a certain agreement (hereinafter called the "Third Basis Date Agreement"), dated as of July 17, 1967, between the Mortgagor and the Mortgagee, the portion, if any, of the principal amount of the seventh of the Outstanding Notes advanced on or after the date of the Third Basis Date Agreement is or will be payable in quarterly installments on or before 35 years after the date of the Third Basis Date Agreement; and

WHEREAS, the Outstanding Notes are secured by a certain mortgage (hereinafter called the "Mortgage"), dated as of April 17, 1961, made by the Mortgagor to the Mortgagee; and