

WHEREAS, the Mortgagee is the owner and holder of the Outstanding Notes and the Mortgage; and

WHEREAS, it was the intention of the Mortgagor, at the execution and delivery of the Mortgage, 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 as provided in the Mortgage, including notes of the Mortgagor thereafter to be executed and delivered under and pursuant to the Mortgage, as from time to time amended or supplemented, and it is intended by the Mortgagor to confirm hereby the Mortgage as security for the Outstanding Notes, and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby; and

WHEREAS, it is further intended to effectuate hereby the intention of the Mortgage to provide for the further conveying, mortgaging and pledging of property of the Mortgagor to be conveyed, mortgaged or pledged pursuant to the Mortgage in order to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto and notes otherwise secured thereby, and the performance of other obligations of the Mortgagor; and

WHEREAS, the Mortgagor and the Mortgagee also desire to amend the Mortgage in certain respects, as hereinafter set forth, preserving, nevertheless, the lien of the Mortgage upon the premises and property described or referred to as being mortgaged or pledged in the Mortgage as amended and supplemented hereby; 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 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 Mortgage, as amended and supplemented 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 hereof 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 by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over, unto the Mortgagee and its assigns, 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 Mortgage, as amended and supplemented hereby, 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, all property of the Mortgagor located or to be located in the Counties of Allen, Anderson, Atchison, Bourbon, Chase, Coffey, Cowley, Douglas, Edwards, Elk, Franklin, Geary, Greenwood, Harvey, Jackson, Jefferson, Johnson, Kingman, Leavenworth, Linn, Lyon, Marion, McPherson, Miami, Montgomery, Morris, Nemaha, Neosho, Osage, Pawnee, Pottawatomie, Pratt, Reno, Rice, Shawnee, Stafford, Sumner, Wabaunsee, Wilson and Woodson, in the State of Kansas, and in the County of Grant, in the State of Oklahoma, and in counties contiguous thereto, all in the States of Kansas and Oklahoma, including, without limitation, the following properties: