

SUPPLEMENTAL INDENTURE, dated as of April 25, 1945, made by and between THE LEAVENWORTH JEFFERSON ELECTRIC COOPERATIVE COMPANY, INC. (hereinafter called the "Corporation"), an incorporated cooperative association existing under the laws of the State of Kansas, and THE NATIONAL BANK OF AMERICA AT SALINA (hereinafter called the "Trustee"), a banking corporation existing under the laws of United States of America.

WHEREAS, the Corporation, for value received, has heretofore duly authorized and executed, and has delivered to United States of America (hereinafter call the "Government"), a certain mortgage note (hereinafter called the "Original Note"), payable to the order of the Government, which note was dated November 25, 1941, was in the principal amount of \$265,000, bore interest at the rate of 2.48 per centum per annum and was payable in monthly installments on or before November 25, 1966; and

WHEREAS, the Original Note was executed and delivered under and pursuant to a certain indenture of deed of trust (hereinafter called the "Indenture"), dated as of November 25, 1941, made by and between the Corporation and the Trustee; and

WHEREAS, the Indenture provides that the Corporation may from time to time execute and deliver one or more notes to refund any note or notes at the time outstanding and secured thereby, and the Corporation to refund the Original Note, for value received, has duly authorized and executed, and has delivered to the Government, a certain mortgage note (hereinafter called the "Outstanding Note"), payable to the order of the Government, which note is dated April 25, 1945, is in the principal amount of \$265,000, bears interest at the rate of two (2) per centum per annum and is payable in quarterly installments on or before April 25, 1980; and

WHEREAS, the Original Note simultaneously with the delivery of the Outstanding Note has been cancelled and delivered to the Corporation; and

WHEREAS, the Outstanding Note was executed and delivered under and pursuant to and is secured by the Indenture, as amended and supplemented hereby; and

WHEREAS, it was the intention of the Corporation that the property of the Corporation of the classes described in the Indenture as being mortgaged or pledged thereby, or intended so to be, whether then owned or thereafter acquired and wheresoever situate, would secure notes of the Corporation when and as executed and delivered under and pursuant to the Indenture, and it is intended by the Corporation to confirm hereby the Indenture and the property therein described as being mortgaged or pledged, or intended so to be, as security for the Outstanding Note and other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture as amended and supplemented hereby; and

WHEREAS, the Indenture provides that the Corporation shall, upon the request in writing of the holder or holders of not less than a majority in principal amount of the notes issued under and pursuant to the Indenture at the time outstanding, duly authorize, execute and deliver and record and file all such supplemental deeds of trust and conveyances as may reasonably be requested by such holder or holders to effectuate the intention of the Indenture and to provide for the conveying, mortgaging and pledging of the property of the Corporation intended to be mortgaged or pledged by the Indenture to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto, and the holder of the only such note has in writing requested the execution and delivery of this Supplemental Indenture pursuant to such provisions; and

WHEREAS, all acts, things and conditions prescribed by law and by the articles of incorporation and by-laws of the Corporation have been duly performed and complied with to authorize the execution and delivery hereof and to make the Indenture, as amended and supplemented hereby, a valid and binding mortgage to secure the Outstanding Note and other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture;

NOW, THEREFORE, in consideration of the premises and the sum of \$5 in hand paid by the Trustee to the Corporation, the receipt whereof by the Corporation, prior to the execution and delivery of this Supplemental Indenture, is hereby acknowledged, this Supplemental Indenture witnesseseth as follows:

1. The Corporation has executed and delivered this Supplemental Indenture 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 Trustee, and its successor or successors and its or their assigns, all and singular the real and personal property of the Corporation falling within the classes of property embraced in the description of the "Trust Estate" set forth in the Indenture, 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 Corporation, and wheresoever situate, 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 Corporation, TO HAVE AND TO HOLD the same unto the Trustee and its successor or successors and its or their assigns forever, in trust nevertheless for the uses and purposes and upon the trusts, terms, provisos, and agreements expressed and declared in the Indenture, as amended and supplemented hereby.

2. The Outstanding Note is hereby confirmed as a note of the Corporation executed and delivered under and pursuant to the Indenture and entitled to the security of the Indenture, as amended and supplemented by this Supplemental Indenture, and of the property by the Indenture and this Supplemental Indenture mortgaged and pledged, or intended so to be, equally and ratably with other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture, without preference, priority or distinction of the Outstanding Note or any one of such other notes over any other thereof and irrespective of the dates of the execution, delivery, or maturity thereof, or the assignment or negotiation thereof.

3. Sections 18 and 19 of article II of the Indenture are amended to read as follows:

SECTION 18. The Corporation will not at any time employ, or enter into any contract for the employment of, any manager or superintendent of any electric transmission and distribution system or electric generating plant embraced in the Trust Estate, or any chief operator, engineer or other employee in active charge of any electric generating plant or electric transmission line embraced in the Trust Estate, unless such employment or such contract shall first have been approved by the holder or holders of not less than a majority in principal amount of the notes at the time outstanding. If, during the period prior to the date when the Corporation shall be obligated to make the first payment on account of the principal of the First Note or any note issued to refund or in substitution for the First Note and thereafter during such periods as the Corporation shall be in default in the making of a payment or payments of principal of or interest on one or more of the notes, the holder or holders of not less than a majority in principal amount of the notes at the time outstanding shall at any time give notice to the Corporation that in their opinion any such transmission and distribution system, transmission line or generating plant is not being efficiently operated and shall request the termination of the employment of any such manager or superintendent, or of any such chief operator, engineer or employee, or shall request the termination of any operating contract in respect of any such transmission and distribution system, transmission line or generating plant, the Corporation will terminate such employment or operating contract within thirty (30) days after the date of such notice. All contracts in respect of the employment of any such manager or superintendent, or of any such chief operator, engineer or employee, or for the operation of any such transmission and distribution system, transmission line or generating plant, shall contain provisions to permit compliance with the foregoing covenants.

SECTION 19. The Corporation will well and truly observe and perform all of the covenants, agreements, terms, and conditions contained in the Loan Contract, as from time to time amended, on its part to be observed or performed.

4. Article II of the Indenture is further amended by adding at the end thereof a new section numbered and reading as follows:

SECTION 20. Notwithstanding anything contained in the Loan Contract, as from time to time amended, or in the notes, the Corporation will set up such records and accounts and maintain such reserve funds as the holder or holders of not less than a majority in principal amount of the notes at the time outstanding may from time to time require in writing, and, if such holder or holders shall so require, the Corporation shall