

DOUGLAS COUNTY

apply revenues arising from the operation of the Trust Estate to the payment of or on account of the principal of or interest on any one or more of the notes designated by such holder or holders, 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 payment is to be made; provided, however, that the Corporation shall not be obligated hereby to make payments on account of the principal of or interest on any of the notes during any one calendar year in excess of five per centum (5%) of the amount of the principal of such note or notes advanced and unpaid at the time such payment is required; and provided further, that subject to the provisions of section 4 of article II hereof, the Corporation may at all times retain funds reasonable adequate for operating purposes for the current month, and in no event less than 1.5 times the amount of its cash expenditures for such purposes during the corresponding month of the preceding year.

5. Section 4 of article IV of the Indenture is amended to read as follows:

SECTION 4. The compensation of the Trustee and of its agents and counsel for services rendered in connection with the execution, recordation, and filing of this Indenture and any supplements hereto shall be seventy-five dollars (\$75) or one-fortieth (1/40) of one per centum (1%) of the principal amount of the First Note, whichever shall be the greater, and one-fortieth (1/40) of one per centum (1%) of the principal amount of each additional note or refunding, substituted, or renewal note from time to time executed and delivered; provided, however, that the compensation based on any refunding, substituted or renewal note or notes executed and delivered at any one time shall not exceed twenty-five dollars (\$25), regardless of the principal amount or the number of such notes executed and delivered at such time. The Trustee, its agents, or counsel shall not otherwise be entitled to compensation hereunder, except for active services rendered in connection with the exercise of rights or the enforcement of remedies hereunder, and in such instances the Trustee and its agents and counsel shall be entitled to reasonable compensation and expenses; provided, however, that the compensation of the Trustee and its agents for services rendered pursuant to subsections (b) and (c) of section 2 or article III of this Indenture shall in no event exceed one-quarter (1/4) of one per centum (1%) of the first one hundred thousand dollars (\$100,000) of the aggregate unpaid principal amount of the notes outstanding at the time of the rendition of such services and one-eighth (1/8) of one per centum (1%) of the balance of such unpaid principal amount of such notes.

6. This Supplemental Indenture 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 Corporation and the Trustee have caused this Supplemental Indenture to be signed in their respective names and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, all as of the day and year first above written.

THE LEAVENWORTH JEFFERSON ELECTRIC
COOPERATIVE COMPANY, INC.
by H. D. Harrod, President

Attest: Grace Baxter, Secretary (CORP. SEAL)

Executed by the Corporation
in the presence of:
W. Lomis
June Steeper
Witnesses

THE NATIONAL BANK OF AMERICA AT SALINA
BY W. E. Dailey, Vice President

Attest: Fred H. Kelly Asst. Secretary (CORP. SEAL)

Executed by the Trustees
in the presence of:
Evelyn Marlin
Marie Crouther
Witnesses

STATE OF KANSAS)
COUNTY OF JEFFERSON)SS

Be it remembered, that on this 5 day of June, 1945, before me, the undersigned, a notary public in and for the County and State aforesaid, came H. D. Harrod, president of The Leavenworth Jefferson Electric Cooperative Company, Inc., a corporation, who is personally known to me to be such officer and who is personally known to me to be the same 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 WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last above written.

Eric C. Steeper
Notary Public

(SEAL) My commission expires Jan. 13, 1947

STATE OF KANSAS)
COUNTY OF)SS

Be it remembered that on this 11 day of June, 1945, before me, the undersigned, a notary public in and for the County and State aforesaid, came W. E. Dailey, vice president of The National Bank of America at Salina, a corporation, who is personally known to me to be such officer and who is personally known to me to be the same 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 WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last above written.

Henry H. Eberhardt
Notary Public

(SEAL) My commission expires June 6, 1946

Recorded June 16, 1945 at 10:00 A.M.

Harold A. Beck Register of Deeds
