

## MORTGAGE RECORD 89

Section 22. Notwithstanding anything contained in the construction Loan Contract, as from time to time amended, or in the notes, the Mortgagor 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 Mortgagor shall apply revenues arising from the operation of the Mortgaged Property 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 Mortgagor 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 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 3 of article II hereof, the Mortgagor may at all times retain funds reasonably 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.

Section 24. The Mortgagor 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 Mortgaged Property, or any chief operator, engineer or other employee in active charge of any electric generating plant or electric transmission line embraced in the Mortgaged Property, 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 Mortgagor shall be obligated to make the first payment on account of the principal of the Note or any note issued to refund or in substitution for the Note and thereafter during such periods as the Mortgagor 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 Mortgagor 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 Mortgagor 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.

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

Section 25. The Mortgagor will well and truly observe and perform all the covenants, agreements, terms, and conditions contained in the Construction Loan Contract, as from time to time amended, on its part to be observed or performed.

7. 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.

THE KAW VALLEY ELECTRIC COOPERATIVE  
COMPANY, INC.

by D. F. SMITH  
President

((CORP SEAL))

Attest: Paul Madden  
Secretary:

Executed by the Mortgagor  
in the presence of:

A. J. Bassett  
C. Glenn Logan  
Witnesses

STATE OF KANSAS }  
COUNTY OF Shawnee ) SS

Be it remembered, that on this 17th day of April, A.D. 1946 before me, the undersigned, a notary public within the County and State aforesaid, came D. F. Smith, President of the Kaw Valley Electric Cooperative Company, Inc., a corporation duly organized, incorporated and existing under the laws of the State of Kansas, 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, and such person duly acknowledged the execution of same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year last above written.

(Notarial Seal)

Mary Maze  
Notary Public

My commission expires Sept. 16 1948

Recorded April 19, 1946 at 3:20 P. M.

*Harold M. Beck*  
Register of Deeds

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