

34732 BOOK 93

SUPPLEMENTAL INDENTURE, dated as of May 10, 1945, made by and between THE LAWRENCE 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 duly authorized and executed, and has delivered to United States of America (hereinafter called the "Government"), three certain mortgage notes (hereinafter collectively called the "Outstanding Notes"), all payable to the order of the Government, the first of which is dated April 25, 1945, is in the principal amount of \$265,000, and is payable in quarterly installments on or before April 29, 1950, the second of which is dated August 31, 1945, is in the principal amount of \$155,000, and is payable in quarterly installments on or before August 31, 1950 and the third of which is dated April 5, 1946, is in the principal amount of \$40,000 and is payable in quarterly installments on or before April 5, 1951; and

WHEREAS, the Outstanding Notes were executed and delivered under and pursuant to a certain indenture of trust (hereinafter called the "Original Indenture"), dated as of November 25, 1941, made by and between the Corporation and the Trustee, and the secured by said Original Indenture, as amended and supplemented by a certain supplemental indenture, dated as of April 25, 1945, also made by and between the Corporation and the Trustee; (the Original Indenture, as amended and supplemented by said supplemental indenture, being hereinafter called the "Indenture"); and

WHEREAS, the Government is the holder of the Outstanding Notes;

WHEREAS, it was the intention of the Corporation at the time of the execution of the Original Indenture, that the property of the Corporation of the classes described therein, as being mortgaged or pledged thereby, or intended so to be, whether then owned or thereafter acquired, would secure notes of the Corporation such and as executed and delivered under and pursuant to the Original Indenture, as from time to time amended or supplemented, 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 Notes 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 secured by 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 all such notes 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 bylaws 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 Notes and other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture, as amended and supplemented hereby;