REF-FFB.AMD

2/94

117-303 & 122-292

AMENDMENT of

the AMENDMENT to

the CONSOLIDATED MORTGAGE

AND

SECURITY AGREEMENT

made by and among

CENTRAL IOWA POWER COOPERATIVE,

and

UNITED STATES OF AMERICA

and

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION

dated as of December 21, 1992.

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY.
THE TYPES OF PROPERTY COVERED BY THIS INSTRUMENT ARE DESCRIBED ON PAGES 3, 4 & 5.
THE SIGNATURES AND ADDRESSES OF THE PARTIES TO THIS INSTRUMENT ARE ON PAGES 6, 8 & 9.
THIS INSTRUMENT WAS DRAFTED BY THE OFFICE OF THE GENERAL COUNSEL, UNITED STATES DEPARTMENT OF AGRICULTURE, WASHINGTON, D.C. 20250-1400.

NOTICE: This mortgage secures credit in the amount of $1,000,000,000. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages or liens.

No. 15

FILE No. 43-3749
RECORDING FEE $ 71.00
TRANSFER FEE $

FILED FOR RECORD THE 13 DAY OF June, 19 94 AT 11:27 O'CLOCK A. M. BOOK 123 PAGE 188

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
LM

AMENDMENT dated as of May 23, 1994 of the AMENDMENT dated as of March 22, 1994, to the CONSOLIDATED MORTGAGE AND SECURITY AGREEMENT, dated as of December 21, 1992, as it previously may have been amended and supplemented (the "Mortgage"), made by and among CENTRAL IOWA POWER COOPERATIVE (the "Mortgagor"), a corporation organized and existing under the laws of the State of Iowa, as mortgagor, and the UNITED STATES OF AMERICA (the "Government") acting through the Administrator of the Rural Electrification Administration ("REA") and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION ("CFC"), the Government and CFC being hereinafter sometimes collectively called the "Mortgagees".

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Mortgagees certain Outstanding Notes; and

WHEREAS, the Outstanding Notes are secured by the Mortgage; and

WHEREAS, capitalized terms used but not defined in this Amendment have the meanings set forth in the Mortgage, and the Mortgage expressly provides that in addition to notes identified therein as outstanding on the date hereof, it also secures additional notes and refunding, renewal and substitute notes which may from time to time be executed and delivered by the Mortgagor to evidence indebtedness created by loans made or guaranteed by the Government pursuant to the Rural Electrification Act (the "RE Act") (7 U.S.C. 901 et seq.); and

WHEREAS, pursuant to Section 306C of the RE Act (7 U.S.C. 936C; Public Law No. 103-66), the Mortgagor has determined to refinance certain loans previously made by the Federal Financing Bank, a body corporate and instrumentality of the Government (the "FFB"), which have been guaranteed by the Government, acting through REA and secured under the Mortgage;

WHEREAS, the Mortgagor has determined that such refinancing will be accomplished with loans from the FFB which will be guaranteed by the Government acting through REA;

WHEREAS, if the Mortgagor makes an election to finance the premium assessed in connection with the refinancing of certain loan advance(s) guaranteed by the Government, the outstanding principal balances of the loan advance(s) will be increased, pursuant to 7 U.S.C. 936 C(3)(B), by the amount of the premium and such amount is intended to be fully secured under the Mortgage; and

WHEREAS, in order to accomplish the refinancing, the Mortgagor has heretofore duly authorized and executed and delivered, or is about to duly authorize, execute and deliver the refinancing note payable to the FFB and guaranteed by the Government, acting through REA (the "Current FFB Refinancing Note") the Current FFB Refinancing Note and the Current REA Reimbursement Note, as hereinafter defined, more particularly described as follows:

"Current FFB Refinancing Note":

Principal Amount	Dated as of	Latest Maturity Date of any Indebtedness
$28,980,002.76	March 31, 1994	January 3, 2022

"Current REA Reimbursement Note":

Principal Amount	Dated as of	Final Payment Date
$ Determined when advances made	even date herewith	On demand

WHEREAS, in consideration of such guarantee by the Government, acting through REA, the Mortgagor has promised REA to make the payments required by the Current FFB Refinancing Note and in consideration of such guarantee by REA has heretofore duly authorized and executed and delivered, or is about to duly authorize and execute and deliver the reimbursement note payable to the Government, acting through REA (the "Current REA Reimbursement Note"); and

WHEREAS, it was the intention of the Mortgagor at the time of the execution of the Mortgage that the property of the Mortgagor of the classes described therein as being mortgaged or pledged thereby, or intended soon to be, whether then owned or thereafter acquired, would secure certain Notes of the Mortgagor executed and delivered prior to the execution and delivery of the Mortgage and certain Notes of the Mortgagor when and as 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 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 Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby; and

WHEREAS, the Mortgagor and the Mortgagees desire to secure the Mortgagor's obligations under the Current FFB Refinancing Note and the Current REA Reimbursement Note with the Outstanding Notes under the Mortgage; and

WHEREAS, this Amendment to the Mortgage is being executed and delivered pursuant to REA regulations (7 C.F.R. Part 1786, Subpart G; 58 FR 51007); and

WHEREAS, the undersigned desire to clarify the terms, provisions and covenants contained in the Mortgage after giving effect to the section 306C refinancing; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, this Amendment hereby witnesseth as follows:

1. The Mortgagor has executed and delivered this Amendment 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 Mortgagees, and their respective assigns, all and singular the real and personal property described in the Mortgage and 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, 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, the personal property and the real estate specifically described (by reference to deeds or otherwise) in the Mortgage and mortgaged thereby (except such portions, if any, thereof as have been released prior to the execution and delivery of this Amendment), and, also including, without limitation, the property described in the Appendix A hereto.

TOGETHER WITH all plants, works, structures, erections, reservoirs, dams, buildings, fixtures and improvements now or hereafter located on any of the properties conveyed by any and all of the aforesaid deeds mentioned above, and all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any ways appertaining.

The description of each of the properties conveyed by and through the provisions of the aforesaid deeds and the description of each of the properties mortgaged and pledged by and through the

provisions of the mortgage instruments more particularly described above is by reference made a part hereof as though fully set forth at length herein.

AND ALSO including, without limitation:

I

All right, title and interest of the Mortgagor in and to the electric generating plants and facilities and electric transmission and distribution lines and facilities now owned by the Mortgagor and located in the Counties listed in Appendix B hereto and in Counties contiguous to any of said Counties, or hereafter constructed or acquired by the Mortgagor, wherever located, and in and to all extensions and improvements thereof and additions thereto, including all substations, service and connecting lines (both overhead and underground), poles, towers, posts, crossarms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes, fixtures, appliances, generators, dynamos, water turbines, water wheels, boilers, steam turbines, motors, switch boards, switch racks, pipe lines, pollution control equipment machinery, tools, supplies, switching and other equipment, railroads, microwave systems, caissons, tunnels and any and all other property of every nature and description, used or acquired for use by the Mortgagor in connection therewith;

II

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor of electric transmission or distribution lines or systems, whether underground or overhead or otherwise, or of any electric generating plant, wherever located;

III

All right, title and interest of the Mortgagor in, to and under any and all licenses, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision of the foregoing, authorizing the construction, acquisition, or operation of electric transmission or distribution lines, or systems, or any electric generating plant or plants, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged or pledged;

IV

All right, title and interest of the Mortgagor in, to and under any and all contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm, corporation or governmental body or agency providing for the purchase, sale, exchange or transmission of electric power or energy by the Mortgagor together with any and all other accounts, contract rights and general intangibles (as such terms are defined in the applicable Uniform Commercial Code) heretofore or hereafter acquired by the Mortgagor, including, without limitation, the accounts, contract rights and general intangibles;

V

Also, all right, title and interest of the Mortgagor in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein to the extent only, however, that the subjection of such property to the lien hereof shall not be contrary to law;

Together with all rents, income, revenues, proceeds, profits and benefits at any time derived, received or had from any and all of the above-described property of the Mortgagor.

Provided, however, that except as provided otherwise herein, no automobiles, trucks, trailers, tractors or other vehicles (including, without limitation, aircraft or ships, if any) owned or used by the Mortgagor shall be included in the Mortgaged Property.

TO HAVE AND TO HOLD all and singular the Mortgaged Property unto the Mortgagees and their assigns forever, to secure equally and ratably the payment of the principal of and interest on the notes, according to their tenor and effect, without preference, priority or distinction as to interest or principal (except as otherwise specifically provided herein) or as to lien or otherwise of any note over any other note by reason of the priority in time of the execution, delivery or maturity thereof or of the assignment or negotiation thereof, or otherwise, and to secure the due performance of the covenants, agreements and provisions herein and in the REA Loan Agreement and CFC-Coop Agreements contained, and for the uses and purposes and upon the terms, conditions, provisos and agreements hereinafter expressed and declared.

2. To the extent that the Mortgage constitutes a security agreement under the Uniform Commercial Code, this Amendment constitutes an amendment to such agreement.

3. The Mortgagor will cause this Amendment to be filed promptly as a financing statement amendment under the Uniform Commercial Code wherever it has filed the Mortgage as a financing statement. The mailing address of the mortgagor and debtor, the Mortgagor, is as stated in the testimonium clause hereof, and those of the mortgagees and secured parties under the Mortgage as hereby amended are:

The Government: Rural Electrification Administration
South Agriculture Building
Washington, D.C. 20250-1500

CFC: National Rural Utilities Cooperative
Finance Corporation
2201 Cooperative Way
Woodland Park
Herndon, Virginia 22071

4. The Note particularly described in the recitals to this Amendment as the "Current FFB Refinancing Note" evidences indebtedness of the Mortgagor which has been continuously guaranteed by the Government acting through the Administrator of REA pursuant to the RE Act. In order to facilitate the ability of the Mortgagor to exercise its rights from time to time under section 306C of the RE Act, the Current FFB Refinancing Note replaces and substitutes for each of the Notes described on Annex 1 of the Current FFB Refinancing Note. Such Notes are therein and herein referred to as "Designated Notes." Each of the Designated Notes was unpaid and outstanding and was an "Outstanding Note" secured by the Mortgage at the time of the effective date of the Current FFB Refinancing Note. Commencing with such requested effective date, the term, "Note," as used in the Mortgage is hereby amended to specifically include the Current FFB Refinancing Note and the Current REA Reimbursement Note and any replacement or substitute note for the same delivered by the Mortgagor to the Government from time to time.

5. The Current FFB Refinancing Note evidences the terms of the Mortgagor's obligation to make all payments of principal, interest, premium, if any, and all late charges, if any, which the Mortgagor incurs in connection with the refinancing of certain loan advance(s) made pursuant to section 306C of the RE Act.

6. For purposes of the Mortgage as hereby amended, REA shall be considered to be, and shall at all times continue to have the rights of, the holder of each Note which it has guaranteed.

7. The Outstanding Notes are hereby confirmed as Notes of the Mortgagor entitled to the security of the Mortgage, as amended and supplemented by this Amendment, and of the property by the Mortgage and this Amendment mortgaged and pledged, or intended so to be, equally and ratably with one another and with other Notes of the Mortgagor when and as executed and delivered hereunder and pursuant to the Mortgage, as amended and supplemented hereby, without preference, priority or distinction as to interest or principal, except as otherwise specifically provided in the Mortgage, as amended and supplemented hereby, or as to lien or otherwise, of any one of the Outstanding Notes or such other Notes over any other thereof and irrespective of the date of execution, delivery or maturity thereof, or of the assignment or negotiation thereof or otherwise.

8. All of the terms, provisions and covenants of the Mortgage, except as expressly modified hereby, shall be and remain in full force and effect.

9. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Amendment shall not affect the validity of the remaining portions hereof.

10. This Amendment 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.

11. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the United States of America, to the extent applicable, and otherwise the laws of the State of Iowa.

IN WITNESS WHEREOF, CENTRAL IOWA POWER COOPERATIVE, P. O. Box 2517, Cedar Rapids, Iowa 52406, as debtor and Mortgagor, has caused this Amendment to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and UNITED STATES OF AMERICA, as Mortgagee and secured party, has caused this Amendment to be duly executed in its behalf, and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION has caused this Amendment to be duly executed in its behalf, all as of the day and year first above written.

CENTRAL IOWA POWER COOPERATIVE

By: _____
President
James Weenstrand

(Seal)

Attest: _____
Secretary
Duane Armstead

Executed by the Mortgagor
in the presence of:

_____
Teresa Schneider

_____
Witnesses
Deborah J. Gallagher

UNITED STATES OF AMERICA, as
secured parties and mortgagees

by: _____
Thomas L. Eddy
as Director, Power Supply Division
of Rural Electrification
Administration

Executed by the Mortgagee
in the presence of:

_____
Gerard Cunningham

_____
Witnesses
Wayne J. Jorewicz

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION

by _____
LINDA Y. GRAHAM
Governor

(Seal)

Attest: _____
~~Assistant Secretary~~ Assistant Secretary-Treasurer
KATHERINE BUHL

Executed by National Rural Utilities Cooperative Finance Corporation, Mortgagee, in the presence of:

_____
ELAINE CHANDLER

_____
Witnesses
SUSAN L. LILLY

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this 23rd day of May, 1994, before me a Notary Public in and for said County, personally appeared James Wenstrand and Duane Armstead to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of CENTRAL IOWA POWER COOPERATIVE, a corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and they acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public
John T. Ward

(Notarial Seal)

My commission expires: 6-20-96.

DISTRICT OF COLUMBIA) SS

On this 16th day of May, 1994, personally appeared before me Thomas L. Eddy, who, being by me duly sworn, did say that he is the Director, Power Supply Division of the Rural Electrification Administration, an agency of United States of America, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by laws and presently in effect, he executed said instrument as the act and deed of United States of America for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have heretofore set my hand and official seal the day and year last above written.

Sally R. Kidwell
Notary Public in and for the
District of Columbia

(Notarial Seal)

My Commission expires:

Sally R. Kidwell
Notary Public
District of Columbia
My Commission Expires
October 31, 1995

COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF FAIRFAX)

On this 1st day of June, 1994, before me appeared Linda Graham, to be personally known, who, being by me duly sworn, did say that she is ~~the~~ signing for Governor of the National Rural Utilities Cooperative Finance Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of a duly adopted resolution of its board of directors, and he acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF I have heretofore set my hand and official seal the day and year last above written.

Darlene M. Miller
Notary Public
DARLENE M. MILLER

(Notarial Seal)

My commission expires: 11/30/97

APPENDIX B

The electric generating plants and facilities and electric transmission and distribution lines and facilities and other property and property interests referred to in Paragraph 1 of the Granting Clause are located in the Counties of Adair, Adams, Audubon, Benton, Black Hawk, Boone, Buchanan, Cass, Cedar, Clinton, Dallas, Decatur, Delaware, Des Moines, Dubuque, Fayette, Fremont, Greene, Guthrie, Hamilton, Iowa, Jackson, Jasper, Johnson, Jones, Keokuk, Linn, Louisa, Lucas, Madison, Mahaska, Marion, Marshall, Mills, Montgomery, Muscatine, Page, Polk, Pottawattamie, Poweshiek, Ringgold, Scott, Story, Tama, Taylor, Union, Warren, Washington, Wayne and Webster in the State of Iowa.