Book 2013 Page 2654
Document 2013 2654 Type 04 ~~007~~ 008 DS Pages 21
Date 8/15/2013 Time 10:02:41AM
Rec Amt $121.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Recorder's Cover Sheet
Third Supplemental Indenture

Preparer Information:
John T. Ward
Sullivan & Ward, P.C.
6601 Westown Pkwy Ste. 200, West Des Moines, IA 50266 -7733
(515) 244-3500

Taxpayer Information:
Central Iowa Power Cooperative
P.O. Box 2517
Cedar Rapids, IA 52406-2517

Return Address:
John T. Ward
Sullivan & Ward, P.C.
6601 Westown Pkwy, Ste 200, West Des Moines, IA 50266

Grantors:
Central Iowa Power Cooperative
P.O. Box 2517
Cedar Rapids, IA 52406-2517

Grantees:
U.S. Bank National Association
Two Midtown Plaza
1349 W. Peachtree Street, Suite 1050
Atlanta, GA 30309

Legal Description: ~~See Exhibit A~~

Document or instrument number if applicable: Not Applicable

CENTRAL IOWA POWER COOPERATIVE
GRANTOR,

to

U.S. BANK NATIONAL ASSOCIATION,
TRUSTEE

THIRD SUPPLEMENTAL INDENTURE

Relating to the
Series 2013 (FFB AL8) Note and Series 2013 (RUS AL8) Reimbursement Note

Dated as of June 28, 2013

FIRST MORTGAGE OBLIGATIONS

THIS INSTRUMENT GRANTS A SECURITY INTEREST BY A TRANSMITTING UTILITY.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS INSTRUMENT.

THIS INSTRUMENT WAS PREPARED BY PETER A. FOZZARD, SUTHERLAND ASBILL & BRENNAN LLP, 999 PEACHTREE ST. NE, ATLANTA, GA 30309, (404) 853-8330.

GRANTOR'S ORGANIZATIONAL IDENTIFICATION NUMBER IS 53941.

UPON RECORDING, RETURN TO: SULLIVAN & WARD, P.C.; 6601 WESTOWN PKWY, STE 200; WEST DES MOINES, IOWA 50266; ATTN: JOHN WARD, ESQ.

THIS THIRD SUPPLEMENTAL INDENTURE, dated as of June 28, 2013, is between **CENTRAL IOWA POWER COOPERATIVE**, a cooperative association organized and existing under the laws of the State of Iowa, as Grantor (the "Company"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as Trustee (in such capacity, the "Trustee").

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture of Mortgage, Security Agreement and Financing Statement, dated as of September 8, 2010 (the "Original Indenture"; the Original Indenture as heretofore, hereby and hereafter supplemented and amended, the "Indenture") for the purpose of securing its Existing Obligations and providing for the authentication and delivery of Additional Obligations by the Trustee from time to time under the Indenture (capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Original Indenture, as set forth in Section 2.1 hereof);

WHEREAS, the Original Indenture has heretofore been amended and supplemented by two Supplemental Indentures, which have been recorded as set forth on Schedule 1 attached hereto;

WHEREAS, the Company is entering into that certain Second Amended and Restated Loan Contract (the "Second Amended and Restated Loan Contract") with the United States of America, acting by and through the Administrator of the Rural Utilities Service ("RUS") which, among other things, provides the terms and conditions of a loan from the Federal Financing Bank ("FFB") in a principal amount of up to $40,121,000 (the "AL8 FFB Loan");

WHEREAS, the Company's obligation to repay the AL8 FFB Loan will be evidenced by that certain Future Advance Promissory Note, dated June 28, 2013, in the face principal amount of $40,121,000, made by the Company to the FFB and designated the "Series 2013 (FFB AL8) Note" (the "AL8 FFB Note");

WHEREAS, RUS will guarantee the Company's obligation to repay the AL8 FFB Loan;

WHEREAS, the Company will be obligated to reimburse RUS for any payments made to FFB on behalf of the Company in connection with the AL8 FFB Loan;

WHEREAS, the Company's obligation to reimburse RUS for any payment under its guarantee to FFB will be evidenced by that certain Reimbursement Note, dated June 28, 2013, made by the Company to the United States of America, acting by and through the Administrator of the RUS and designated the "Series 2013 (RUS AL8) Reimbursement Note" (the "AL8 RUS Reimbursement Note"; together with the AL8 FFB Note, the "AL8 Notes");

WHEREAS, the Company desires to execute and deliver this Third Supplemental Indenture, in accordance with the provisions of the Indenture, for the purpose of providing for the creation and designation of the AL8 Notes as Additional Obligations and specifying the forms and provisions thereof;

WHEREAS, Section 12.1 of the Original Indenture provides that, without the consent of the Holders of any of the Obligations at the time Outstanding, the Company, when authorized by a Board Resolution, and the Trustee, may enter into Supplemental Indentures for the purposes and subject to the conditions set forth in said Section 12.1, including (i) to create additional series of Obligations under the Indenture and to make provisions for such additional series of Obligations, and (ii) to convey and confirm unto the Trustee any property subject or required to be subject to the lien of the Indenture; and

WHEREAS, all acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to secure under the Indenture the payment of the principal of (and premium, if any) and interest on the AL8 Notes, to make the AL8 Notes to be issued hereunder, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute the Indenture a valid and binding lien for the security of the AL8 Notes, in accordance with its terms, have been done and taken; and the execution and delivery of this Third Supplemental Indenture have been in all respects duly authorized by the Company;

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH, that, to secure the payment of the principal of (and premium, if any) and interest on the Outstanding Secured Obligations, including, when authenticated and delivered, the AL8 Notes, to confirm the lien of the Indenture upon the Trust Estate, including property purchased, constructed or otherwise acquired by the Company since the date of execution of the Original Indenture, to secure performance of the covenants therein and herein contained, to declare the terms and conditions on which the AL8 Notes are secured, and in consideration of the premises thereof and hereof, the Company by these presents does grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to (and does hereby create a security interest in favor of) the Trustee, and its successors and assigns in the trust created thereby and hereby, in trust with power of sale, all property, rights, privileges and franchises of the Company (except any Excepted Property or any Excludable Property) of every kind and description, real, personal or mixed, tangible or intangible, whether now owned or hereafter acquired, of the character described in the Granting Clauses of the Original Indenture, wherever located, including all such property, rights, privileges and franchises acquired since the date of execution of the Original Indenture, including, without limitation, all property described in Exhibit A attached hereto, subject to all exceptions, reservations and matters of the character referred to in the Indenture, and does grant a security interest therein for the purposes expressed herein and in the Indenture subject in all cases to Sections 5.2 and 11.2 B of the Original Indenture, and to the rights of the Company under the Indenture including the rights set forth in Article V of the Original Indenture; but expressly excepting and excluding from the lien and operation of the Indenture all properties of the character specifically excepted as "Excepted Property" or "Excludable Property" in the Original Indenture to the extent contemplated thereby.

PROVIDED, HOWEVER, that if, upon the occurrence of an Event of Default, the Trustee, or any separate trustee or co-trustee appointed under Section 9.14 of the Original Indenture or any receiver appointed pursuant to statutory provision or order of court, shall have

entered into possession of all or substantially all of the Trust Estate, all the Excepted Property described or referred to in Paragraphs A through H, inclusive, of "Excepted Property" in the Original Indenture then owned or thereafter acquired by the Company, shall immediately, and, in the case of any Excepted Property described or referred to in Paragraphs I, J, L, N and P of "Excepted Property" in the Original Indenture, upon demand of the Trustee or such other trustee or receiver, become subject to the lien of the Indenture to the extent permitted by law, and the Trustee or such other trustee or receiver may, to the extent permitted by law, at the same time likewise take possession thereof, and whenever all Events of Default shall have been cured and the possession of all or substantially all of the Trust Estate shall have been restored to the Company, such Excepted Property shall again be excepted and excluded from the lien of the Indenture to the extent and otherwise as hereinabove set forth and as set forth in the Original Indenture.

The Company may, however, pursuant to the Granting Clause Third of the Original Indenture, subject to the lien of the Indenture any Excepted Property or Excludable Property, whereupon the same shall cease to be Excepted Property or Excludable Property.

TO HAVE AND TO HOLD all such property, rights, privileges and franchises hereby and hereafter (by Supplemental Indenture or otherwise) granted, bargained, sold, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over or confirmed (or in which a security interest is granted) as aforesaid, or intended, agreed or covenanted so to be, together with all the tenements, hereditaments and appurtenances thereto appertaining (said properties, rights, privileges and franchises, including any cash and securities hereafter deposited or required to be deposited with the Trustee (other than any such cash which is specifically stated in the Original Indenture not to be deemed part of the Trust Estate) being part of the Trust Estate), unto the Trustee, and its successors and assigns in the trust created by the Indenture, forever.

SUBJECT, HOWEVER, to (i) Permitted Exceptions and (ii) to the extent permitted by Section 13.6 of the Original Indenture as to property hereafter acquired (a) any duly recorded or perfected prior mortgage or other lien that may exist thereon at the date of the acquisition thereof by the Company and (b) purchase money mortgages, other purchase money liens, chattel mortgages, conditional sales agreements or other title retention agreements created by the Company at the time of acquisition thereof.

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the Holders from time to time of all the Outstanding Secured Obligations without any priority of any such Obligation over any other such Obligation and for the enforcement of the payment of such Obligations in accordance with their terms.

UPON CONDITION that, until the happening of an Event of Default and subject to the provisions of Article V of the Original Indenture, and not in limitation of the rights elsewhere provided in the Original Indenture, including the rights set forth in Article V of the Original Indenture, the Company shall be permitted to (i) possess and use the Trust Estate, except cash, securities, Designated Qualifying Securities and other personal property deposited, or required to

be deposited, with the Trustee, (ii) explore for, mine, extract, separate and dispose of coal, ore, gas, oil and other minerals, and harvest standing timber, and (iii) receive and use the rents, issues, profits, revenues and other income, products and proceeds of the Trust Estate.

THE INDENTURE, INCLUDING THIS THIRD SUPPLEMENTAL INDENTURE, is given to secure the Outstanding Secured Obligations. Should the indebtedness secured by the Indenture be paid according to the tenor and effect thereof when the same shall become due and payable and should the Company perform all covenants contained in the Indenture in a timely manner, then the Indenture shall be canceled and surrendered.

AND IT IS HEREBY COVENANTED AND DECLARED that the AL8 Notes are to be authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the covenants, conditions and trusts set forth herein and in the Original Indenture, and the Company does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit of all Holders of the Outstanding Secured Obligations, as follows:

ARTICLE I

THE AL8 NOTES AND CERTAIN PROVISIONS RELATING THERETO

Section 1.1. Authorization and Terms of the AL8 FFB Note.

There shall be created and established an Additional Obligation in the form of a promissory note designated as the "Series 2013 (FFB AL8) Note" (which is referred to herein as the AL8 FFB Note), the form, terms and conditions of which shall be set forth in or determined by the method prescribed pursuant to this Section 1.1 and Section 1.2 hereof. The face principal amount of the AL8 FFB Note is limited to $40,121,000.

The AL8 FFB Note, when duly executed and issued by the Company, authenticated and delivered by the Trustee and purchased by FFB, will be equally and proportionately secured under the Indenture with all other Outstanding Secured Obligations.

The AL8 FFB Note shall be dated June 28, 2013. The AL8 FFB Note shall have a final maturity date of December 31, 2045, and each advance under the AL8 FFB Note shall bear interest from the date of advance until the maturity date for such advance (unless repaid sooner) at rates calculated as provided for in the form of note prescribed by Section 1.2 hereof. The AL8 FFB Note shall be authenticated and delivered to, and made payable to, FFB.

The AL8 FFB Note shall be authenticated and delivered as a Conditional Obligation pursuant to Section 4.8 of the Original Indenture.

All payments, including prepayments, made on the AL8 FFB Note shall be made as provided in the AL8 FFB Note and the Second Amended and Restated Loan Contract (and shall not be governed by the provisions of Section 1.14 or Article XIV of the Original Indenture), and shall be made in lawful money of the United States of America which will be immediately

available on the date payment is due.

Section 1.2. Form of the AL8 FFB Note.

The AL8 FFB Note and the Trustee's authentication certificate to be executed on the AL8 FFB Note shall be substantially in the form set forth in an Officers' Certificate to be delivered to the Trustee by the Company, which shall establish the terms and conditions of the AL8 FFB Note pursuant to Section 2.1 of the Original Indenture, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted in the Original Indenture.

Pursuant to Section 1.20 of the Original Indenture, the United States of America, acting by and through the Administrator of RUS, shall be, and shall have the rights of, the Holder of the AL8 FFB Note for all purposes under the Indenture at all times at which such AL8 FFB Note continues to be guaranteed by the United States of America, acting by and through the Administrator of RUS.

Section 1.3. Authorization and Terms of the AL8 RUS Reimbursement Note.

There shall be created and established an Additional Obligation in the form of a promissory note designated as the "Series 2013 (RUS AL8) Reimbursement Note" (which is referred to herein as the AL8 Reimbursement Note), the form, terms and conditions of which shall be substantially as set forth in or determined by the method prescribed pursuant to this Section 1.3 and Section 1.4 hereof.

The AL8 RUS Reimbursement Note, when duly executed and issued by the Company, authenticated and delivered by the Trustee and purchased by the Holder thereof, will be equally and proportionately secured under the Indenture with all other Outstanding Secured Obligations.

The AL8 RUS Reimbursement Note shall be dated June 28, 2013. The AL8 RUS Reimbursement Note shall mature and shall bear interest for the periods and at the rates calculated as provided for in the form of note prescribed pursuant to Section 1.4 hereof. The AL8 RUS Reimbursement Note shall be authenticated and delivered to, and made payable to, the United States of America, acting by and through the Administrator of RUS.

All payments, including prepayments, made on the AL8 RUS Reimbursement Note shall be made as provided in the AL8 RUS Reimbursement Note and the Second Amended and Restated Loan Contract (and shall not be governed by the provisions of Section 1.14 or Article XIV of the Original Indenture), to the United States of America, acting by and through the Administrator of RUS, at the United States Treasury, Washington, D.C., and such payments, including prepayments, shall be made in lawful money of the United States of America which will be immediately available on the date payment is due.

The AL8 RUS Reimbursement Note is an Additional Obligation issued by the Company for the purpose of evidencing the Company's obligation to reimburse the United States of America, acting by and through the Administrator of RUS, for all amounts paid, or for any advances or loans made to or on behalf of the Company, on account of the guarantee by the

United States of America, pursuant to the Rural Electrification Act of 1936, as amended, of the AL8 FFB Note, and related interest, fees, costs, penalties, charges and other amounts, and constitutes an "RUS Reimbursement Obligation" as described in Section 4.9 of the Original Indenture.

Section 1.4. Form of the AL8 RUS Reimbursement Note.

The AL8 RUS Reimbursement Note, including the Trustee's authentication certificate to be executed on such AL8 RUS Reimbursement Note, shall be substantially in the form set forth in an Officers' Certificate to be delivered to the Trustee by the Company, which shall establish the terms and conditions of the AL8 RUS Reimbursement Note pursuant to Section 2.1 of the Original Indenture, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted in the Original Indenture.

ARTICLE II

MISCELLANEOUS

Section 2.1. Supplemental Indenture.

This Third Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture, and shall form a part thereof, and the Original Indenture, as heretofore supplemented and as hereby supplemented and modified, is hereby confirmed. Except to the extent inconsistent with the express terms of the AL8 Notes, the Second Amended and Restated Loan Contract and this Third Supplemental Indenture, all of the provisions, terms, covenants and conditions of the Indenture applicable generally to all Obligations shall be applicable to the AL8 Notes to the same extent as if specifically set forth herein. All references herein to Articles, Sections, definitions or other provisions of the Original Indenture shall be to such Articles, Sections, definitions or other provisions as they may be amended or modified from time to time pursuant to the Indenture. All capitalized terms used in this Third Supplemental Indenture shall have the same meanings assigned to them in the Original Indenture, as they may be amended or modified from time to time pursuant to the Indenture, except in cases where the context clearly indicates otherwise.

Section 2.2. Recitals.

All recitals in this Third Supplemental Indenture are made by the Company only and not by the Trustee; and all of the provisions contained in the Indenture, in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

Section 2.3. Successors and Assigns.

Whenever in this Third Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles IX and XI of the Original Indenture, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Third Supplemental Indenture contained by or on behalf of the Company, or by or on

behalf of the Trustee shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

Section 2.4. No Rights, Remedies, Etc.

Nothing in this Third Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the Holders of the Outstanding Secured Obligations, any right, remedy or claim under or by reason of this Third Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Third Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the Holders of Outstanding Secured Obligations.

Section 2.5. Counterparts.

This Third Supplemental Indenture may be executed in several counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 2.6. Security Agreement; Mailing Address.

To the extent permitted by applicable law, this Third Supplemental Indenture shall be deemed to be a Security Agreement and Financing Statement whereby the Company grants to the Trustee a security interest in all of the Trust Estate that is personal property or fixtures under the Uniform Commercial Code, as adopted or hereafter adopted in one or more of the states in which any part of the properties of the Company are situated. The mailing address of the Company, as debtor is:

Central Iowa Power Cooperative
1400 Highway 13 SE
Cedar Rapids, Iowa 52403-9803

and the mailing address of the Trustee, as secured party, is:

U.S. Bank National Association, as Trustee
Attention: Corporate Trust Services
1349 West Peachtree Street, NW
Suite 1050, Two Midtown Plaza
Atlanta, Georgia 30309

(Signatures begin on next page.)

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed under seal as of the day and year first written above.

Company:

CENTRAL IOWA POWER COOPERATIVE, a cooperative association organized under the laws of the State of Iowa

By: _____
Dennis L. Murdock
Executive Vice President and Chief Executive Officer

Attest: _____
Name: Sam Nichols
Title: Secretary

Signed, sealed and delivered
by the Company in the presence of:

_____
Witness

_____
Witness

[Corporate Seal]

(Signatures continued on next page.)

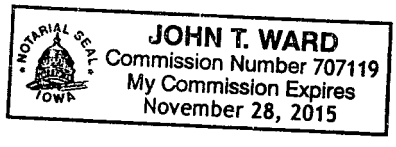
(Signatures continued from previous page.)

STATE OF IOWA)
) SS:
COUNTY OF POLK)

This instrument was acknowledged before me on July 25, 2013, by Dennis L. Murdock and Sam Nichols, as Executive Vice President and Chief Executive Officer and Secretary, respectively, of Central Iowa Power Cooperative.

_____ (NOTARY PUBLIC)

[Seal]



(Signatures continued on next page.)

(Signatures continued from previous page.)

Trustee:

U.S. BANK NATIONAL ASSOCIATION, a national banking association

By: _____
Jack Ellerin
Vice President

Attest: _____
Felicia H. Powell
Assistant Vice President

Signed and delivered
by the Trustee in the presence of:

_____
Witness

_____
Witness

(Signatures continued on next page.)

(Signatures continued from previous page.)

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

This instrument was acknowledged before me on July 23, 2013, by Jack Ellerin and Felicia H. Powell, as Vice President and Assistant Vice President, respectively, of U.S. Bank National Association.

(NOTARY PUBLIC)

[Stamp or Seal]

OFFICIAL SEAL
MARY EASTON
NOTARY PUBLIC - GEORGIA
FULTON COUNTY
My Comm. Expires April 15, 2014

Exhibit A- Real Property

All fee and leasehold and other interests in real property of the Company (other than Excepted Property and Excludable Property), including, without limitation, any electric generating plant sites, substation sites, capacitor sites, office sites, microwave tower sites, communication sites, warehouse sites and electric transmission and distribution line corridors, now owned or hereafter acquired by the Company and located in the State of Iowa in the Counties of Adair, Adams, Audubon, Benton, Black Hawk, Boone, Buchanan, Cass, Cedar, Clarke, 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, Union, Warren, Washington, Wayne and Webster, or hereafter acquired by the Company, wherever located, and including those properties described in Exhibit A to the Original Indenture or in an exhibit of real property to any prior Supplemental Indenture.

Schedule 1

CIPCO/U.S. BANK NATIONAL ASSOCIATION
INDENTURE OF MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

RECORDING INFORMATION

COUNTY	DATE	INSTRUMENT NO.	BOOK & PAGE
Adair	9/22/2010	2010-0976	Book 640/Page 1
Adams	9/29/2010	2010-790	Book 118/Page 914
Audubon	9/23/2010	10-1201	
Benton	9/23/2010		Book 10/Page 3731
Black Hawk	9/23/2010	2011-00005841	
Boone	9/22/2010	103743	Book 2010/Page 3743
Buchanan	9/28/2010	2010R02924	
Cass	9/22/2010	000690280176	Book 2010/Page 1901
Cedar	9/22/2010		Book 1015/Page 1-176
Clarke	9/23/2010	2010-1802	Book 2010/Page 1-175A
Clinton	9/23/2010	2010-07195	
Dallas	9/28/2010	12846	Book 2010/Page 12846
Decatur	9/22/2010		Book 2010/Page 1116
Delaware	9/29/2010	2010 2946	Book 2010/Page 2946
Des Moines	9/28/2010	2010 003891	
Dubuque	9/30/2010	2010-00015026	
Fayette	9/29/2010	2010 2619	Book 2010/Page 2619
Fremont	9/28/2010	20101205	Book 2010/Page 1205
Greene	9/22/2010	2010-1273	Book 190/Page 503
Guthrie	9/23/2010	2160	Book 2010
Hamilton	9/28/2010	2010 2189	
Iowa	9/28/2010	2010-5095	Book 2010/Page 11426-11601
Jackson	9/23/2010	10-3796	Book 2010/Page 3796
Jasper	9/28/10	Doc. No. 0019054501076 File 2010-00005633	
Johnson	9/24/2010	Doc. ID. 021965860176	Book 4654/Page 416-591
Jones	9/22/2010	Fee Book 2010 2528	
Keokuk	9/28/2010	Fee Book 2010-1412	
Linn	9/24/2010	Doc. ID 015145830176	Book 7720/Page 4-179
Louisa	9/30/2010	Fee Book 2010-0443	
Lucas	9/28/2010	2010-0920	Book E2010/Page 1-176
Madison	9/23/2010	2010-2303	Book 2010/Page 2303
Mahaska	9/29/2010	2010-2678	Book 2010/Page 2678
Marion	9/30/2010	Doc. 10-4595	Book 2010/Page 4595

Marshall	9/28/2010	Doc ID. 003532440176 File 2010-00005368	
Mills	9/28/2010	2010-2710	Book 2010/Page 2710
Montgomery	9/24/2010	2010 2629	Book 332/Page 322-497
Muscatine	9/24/2010	2010-04705	
Page	9/29/2010	20101778	Book 13/Page C 27
Polk	9/29/2010	Doc. ID. 024000290176	Bk. 13597/Page 293-468
Pottawattamie	9/23/2010		Book 2010/Page 012883
Poweshiek	10/01/2010	File No. 2940	Book 0878/Page 0502
Ringgold	9/28/2010	Instrument 2010-00001099	Book 348/Page 163
Scott	9/28/2010	File 2010-00026862 Doc ID. 017893310176	
Story	9/29/2010	Instrument No. 2010-00009460 File No. 10-2660	
Tama	9/28/2010	Fee Book 2010-2813	Book 876/Page 261
Union	9/22/2010	Doc. 00001696	Book 985/Page 118
Warren	9/29/2010	Fee Book 2010-7775	
Washington	9/22/2010	Doc. No. 10-3254	Book 2010/Page 3254
Wayne	9/28/2010	Instr. No. 2010-1531	Book 123/Page 855-1030
Webster	9/28/2010	Instr. No. 2010-04885	

Schedule 2

CIPCO/U.S. BANK NATIONAL ASSOCIATION
FIRST SUPPLEMENTAL MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

RECORDING INFORMATION

COUNTY	DATE OF RECORDING	INSTRUMENT NUMBER	BOOK & PAGE
ADAIR	5-6-2011	2011-0538	Book 651, Page 8
ADAMS	5-6-2011	2011 337	Book 120, Page 872
AUDUBON	5-6-2011	11-0653	
BENTON	5-6-2011		Book 11, Page 1733
BLACK HAWK	5-9-2011	File 2011-00021165	
BOONE COUNTY	5-6-2011	111633	Book 2011, Page 1633
BUCHANAN COUNTY	5-6-2011	2011R01323	
CASS COUNTY	5-6-2011	000781910015	Book 2011, Page 874
CEDAR COUNTY	5-6-2011	2011 1572	Book 1052, Page 109-123
CLARKE COUNTY	5-6-2011	Fee Book 2011-0923	Book 2011C, Pg. 895-909
CLINTON COUNTY	5-9-2011	2011-03286	
DALLAS COUNTY	5-11-2011		Book 2011, Page 5647
DECATUR COUNTY	5-6-2011		Book 2011, Page 0644
DELAWARE COUNTY	5-6-2011	2011 1486	Book 2011, Page 1486
DES MOINES COUNTY	5-6-2011	2011-001847	
DUBUQUE COUNTY	5-9-2011	007041430015	File 2011-00006595
FAYETTE COUNTY	5-9-2011		Book 2011, Page 1242
FREMONT COUNTY	5-9-2011	20110533	Book 2011, Page 0533
GREENE COUNTY	5-6-2011	2011-0784	Book 192, Page 432
GUTHRIE COUNTY	5-6-2011		Book 2011, Doc. 1227
HAMILTON COUNTY	5-9-2011	2011 1051	

COUNTY	DATE OF RECORDING	INSTRUMENT NUMBER	BOOK & PAGE
IOWA COUNTY	5-6-2011		Book 2011, Page 5366-5380
JACKSON COUNTY	5-6-2011	11-1727	Book 2011, Page 1727
JASPER COUNTY	5-6-2011	001949990015	File 2011 - 00002370
JOHNSON COUNTY	5-6-2011	022171000015	Book 4748, Page 827-841
JONES COUNTY	5-6-2011	Fee Book 2011 1180	
KEOKUK COUNTY	5-6-2011	Fee Book 2011-0786	
LINN COUNTY	5-6-2011	015638760015	Book 7940, Page 676-690
LOUISA COUNTY	5-6-2011	Fee Book 2011-1792	
LUCAS COUNTY	5-6-2011	2011-0848	Book C2011, Page 112-126
MADISON COUNTY	5-6-2011	2011 1149	Book 2011, Page 1149
MAHASKA COUNTY	5-6-2011	2011-1214	
MARION COUNTY	5-6-2011	11-2046	Book 2011, Page 2046
MARSHALL COUNTY	5-6-2011	Doc ID 003617490015	File 2011-00002471
MILLS COUNTY	5-9-2011		Book 2011, Page 1286
MONTGOMERY COUNTY	5-9-2011	2011 696	Book 2011, Page 696
MUSCATINE COUNTY	5-6-2011	2011-02103	
PAGE COUNTY	5-9-2011	20110930	
POLK COUNTY	5-9-2011	File #2011-00080886	Book 13845, Page 219-233
POTTAWATTAMIE CO.	5-10-2011		Book 2011, Page 5892
POWESHIEK COUNTY	5-6-2011	File No. 1169	Book 0890, page 0535
RINGGOLD COUNTY	5-6-2011	2011-00000596	Book 359, Page 200
SCOTT COUNTY	5-9-2011	018162110015	File 2011-00011862
STORY COUNTY	5-6-2011	2011-00004198	

COUNTY	DATE OF RECORDING	INSTRUMENT NUMBER	BOOK & PAGE
TAMA COUNTY	5-9-2011	Fee Book 2011-1315	Book 888, Page 538
UNION COUNTY	5-6-2011	00000808	Book 1000, Page 106
WARREN COUNTY	5-6-2011		Book 2011, Page 3497
WASHINGTON COUNTY	5-6-2011	2011-1675	Book 2011, Page 1675
WAYNE COUNTY	5-6-2011	2011-0769	Book 125, Page 109-123
WEBSTER COUNTY	5-9-2011	2011-02116	

Schedule 3

CIPCO/U.S. BANK NATIONAL ASSOCIATION
SECOND SUPPLEMENTAL MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

RECORDING INFORMATION

COUNTY	DATE OF RECORDING	INSTRUMENT/DOCUMENT NUMBER	BOOK & PAGE
ADAIR	4-25-2012	2012-0531	Book 668, Page 310
ADAMS	4-25-2012	Document # 2012 394	Book 123, Page 884
AUDUBON	4-24-2012	12-0535	
BENTON	4-25-2012		Book 12, Page 1725
BLACK HAWK	4-24-2012	2012-00019610	
BOONE COUNTY	4-24-2012	121822	Book 2012, page 1822
BUCHANAN COUNTY	4-24-2012	2012R01314	
CASS COUNTY	4-24-2012	000872500019	Book 2012, Page 839
CEDAR COUNTY	4-25-2012	2012 1548	Book 1104, Page 318-336
CLARKE COUNTY	4-24-2012		Fee Book 2012-0820
CLINTON COUNTY	4-25-2012	2012-03310	
DALLAS COUNTY	4-24-2012		Book 2012, Page 6422
DECATUR COUNTY	4-25-2012		Book 2012, Page 0519
DELAWARE COUNTY	4-25-2012	2012 1365	Book 2012, Page 1365
DES MOINES COUNTY	4-25-2012	Document # 2012-001708	
DUBUQUE COUNTY	4-25-2012	007364370019	File 2012-00006824
FAYETTE COUNTY	4-25-2012		Book 2012, Page 1330
FREMONT COUNTY	4-25-2012	Document # 20120610	Book 2012 Page 0610
GREENE COUNTY	4-24-2012	2012-0792	Book 195, Page 600
GUTHRIE COUNTY	4-24-2012	2012-1107	
HAMILTON COUNTY	4-24-2012	2012 959	
IOWA COUNTY	4-30-202	Document #1288	Book 2012, Pages 5185-5203
JACKSON COUNTY	4-25-2012	12-1730	Book 2012, Page 1730

COUNTY	DATE OF RECORDING	INSTRUMENT/DOCUMENT NUMBER	BOOK & PAGE
JASPER COUNTY	4-24-2012	Document ID# 002024160019	File 2012-00002439
JOHNSON COUNTY	4-25-2012	022500600019	Book 4898, Pages 615-633
JONES COUNTY	4-25-2012		Fee Book 2012 1094
KEOKUK COUNTY	4-26-2012	Document # 2012-0632	Fee Book 2012-0632
LINN COUNTY	4-25-2012	019774370019	Book 8266, Pg 21-39
LOUISA COUNTY	4-25-2012		Fee Book 2012-1660
LUCAS COUNTY	4-24-2012	2012-0688	
MADISON COUNTY	4-25-2012	Document 2012 1187	Book 2012, Page 1187
MAHASKA COUNTY	4-30-2012		Book 2012, Page 1295
MARION COUNTY	4-24-2012	12-2123	Book 2012, Page 2123
MARSHALL COUNTY	4-24-2012	003058250019	File 2012-00002372
MILLS COUNTY	4-25-2012	Document 2012 1238	
MONTGOMERY COUNTY	4-25-2012	Document 2012 665	Book 2012, Page 665
MUSCATINE COUNTY	4-25-2012	Document # 2012-01776	
PAGE COUNTY	4-30-2012	Document # 2012 0930	
POLK COUNTY	4-25-2012	Document ID# 025871840019	Book 14246, Page 296-314
POTTAWATTAMIE CO.	5-1-2012		Book 2012, Page 06143
POWESHIEK COUNTY	4-24-2012	File No. 1011	Book 0908 Page 0234
RINGGOLD COUNTY	4-25-2012	2012-00000470	Book 375, Page 206
SCOTT COUNTY	4-25-2012	Doc ID 019019320019	File 2012-00011852
STORY COUNTY	4-24-2012	2012-00004256	
TAMA COUNTY	4-25-2012		Book 901, Page 914
UNION COUNTY	4-25-2012	00000810	Book 1023, Page 148
WARREN COUNTY	4-24-12		Book 2012, Page 3484
WASHINGTON COUNTY	4-25-2012	2012-1456	Book 2012 Page 1456
WAYNE COUNTY	4-24-2012	2012-0723	Book 127, Page 078-096
WEBSTER COUNTY	4-24-2012	2012-02265	