Recorded: 10/21/2014 at 2:33:33.0 PM
Fee Amount: $102.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2014 PG: 2655

CENTRAL IOWA POWER COOPERATIVE
GRANTOR,

to

U.S. BANK NATIONAL ASSOCIATION,
TRUSTEE

FOURTH SUPPLEMENTAL INDENTURE

Relating to the Series 2014 (CoBank) Note

Dated as of October 17, 2014

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 JOHN T. WARD, SULLIVAN & WARD, P.C, 6601 WESTOWN PARKWAY, SUITE 200, WEST DES MOINES IA 50266-7733, (515) 244-3500.

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 FOURTH SUPPLEMENTAL INDENTURE, dated as of October 17, 2014, 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 three Supplemental Indentures, which have been recorded as set forth on Schedule 1 attached hereto;

WHEREAS, the Company is entering into a Credit Agreement with CoBank, ACB ("CoBank") dated as of October 31, 2014 (as it may be amended, modified, supplemented or extended from time to time, the "CoBank Credit Agreement") pursuant to which CoBank has agreed to advance funds to the Company in an aggregate principal not to exceed $18,300,000, to be used by the Company for generation projects and facilities;

WHEREAS, the Company's obligation to repay amounts advanced under the CoBank Credit Agreement is evidenced by that certain Series 2014 (CoBank) Note dated the date of its authentication (the "Series 2014 (CoBank) Note"), from the Company to the CoBank;

WHEREAS, the Company desires to execute and deliver this Fourth Supplemental Indenture, in accordance with the provisions of the Indenture, for the purpose of providing for the creation and designation of the Series 2014 (CoBank) Note 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 Series 2014 (CoBank), to make the Series 2014 (CoBank)Note 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 Series 2014 (CoBank)Note, in accordance with its terms, have been done and taken; and the execution and delivery of this Fourth Supplemental Indenture have been in all respects duly authorized by the Company;

NOW, THEREFORE, THIS FOURTH 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 Series 2014 (CoBank)Note, 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 Series 2014 (CoBank)Note 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 FOURTH 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 Series 2014 (CoBank) Note 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 SERIES 2014 COBANK NOTE AND CERTAIN PROVISIONS RELATING THERETO

Section 1.1. Authorization and Terms of the Series 2014 CoBank Note.

There shall be created and established an Additional Obligation in the form of a promissory note designated as the "Series 2014 (CoBank) Note", the form, terms and conditions of which shall be set forth in or determined by the method prescribed pursuant to this Section and Section 1.2 hereof. The face principal amount of the Series 2014 Note is limited to $20,000,000.

The Series 2014 (CoBank) Note shall be dated the date of its authentication and shall be payable to CoBank. The Series 2014 (CoBank) Note shall mature no later than September 30, 2034 (the "Maturity Date"). The Series 2014 (CoBank) Note shall bear interest at the rate or rates or in accordance with the rate options provided in the CoBank Credit Agreement and shall be payable at the times provided in the CoBank Credit Agreement.

All payments, including prepayments, made on the Series 2014 (CoBank) Note shall be made as provided in the Series 2014 (CoBank) Note and the CoBank Credit Agreement (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 Series 2014 (CoBank) Note.

The Series 2014 (CoBank) Note and the Trustee's authentication certificate to be executed on the Series 2014 (CoBank) 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 Series 2014 (CoBank)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.

Section 1.3. Grace Period.

A default in the payment of any interest upon the Series 2014 (CoBank) Note within five (5) calendar days of when such interest becomes due and payable shall constitute and Event of Default under Section 8.1 A of the Original Indenture. A default in the payment of the principal of (or premium, if any on) the Series 2014 (CoBank) Note and the continuance of such default

for a period of five (5) calendar days shall constitute an Event of Default under Section 8.1 B of the Original Indenture.

ARTICLE II

MISCELLANEOUS

Section 2.1. Supplemental Indenture.

This Fourth 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 Series 2014 (CoBank) Note, the Third Amended and Restated Loan Contract and this Fourth Supplemental Indenture, all of the provisions, terms, covenants and conditions of the Indenture applicable generally to all Obligations shall be applicable to the Series 2014 (CoBank) Note 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Fourth 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 Fourth 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 Fourth 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 Fourth 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

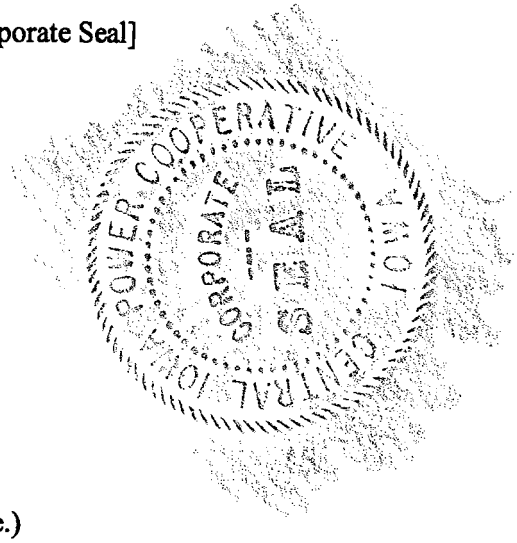
Attest: _____
Name: Sam Nichols
Title: Secretary

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

_____
Witness Janette Volz

_____
Witness Memorea Schrader

[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 October 13, 2014, 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]

JOHN T. WARD
Commission Number 707119
My Commission Expires
November 28, 2015

(Signatures continued on next page.)

(Signatures continued from previous page.)

Trustee: **U.S. Bank National Association**
1349 West Peachtree N.W.
2 Midtown Plaza, Suite 1050
Atlanta, GA 30309

By: _____
Name **Jack Ellerin**
Title **Vice President**

Attest: _____
Name **Stephanie Cox**
Title **Vice President**

Signed and delivered
by the Trustee in the presence of:

_____
Witness George Hogan

_____
Witness Zack Buckner

(Signatures continued on next page.)

(Signatures continued from previous page.)

STATE OF Georgia)
) SS:
COUNTY OF Fulton)

This instrument was acknowledged before me on October 14th, 2014, by Jack Ellerin and Stephanie Cox, as Vice President and Vice President, respectively, of U.S. Bank National Association

(NOTARY PUBLIC)

[Stamp or Seal]

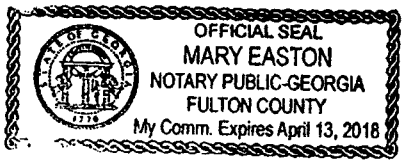


Exhibit A- Real Property

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, and the following described property:

> All of CIPCO Second Addition to Linn County, Iowa according to plat recorded in Book 8910, Page 400 of the records of the Linn County Recorder, except that part of CIPCO Second Addition that was formerly known as Lot 1 of CIPCO First Addition to Linn County, Iowa (as described in the Corrected Warranty Deed filed March 21, 2014 in Book 8926 at Pages 25-26 in the records of the Linn County Recorder).

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	
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	

COUNTY	DATE OF RECORDING	INSTRUMENT NUMBER	BOOK & PAGE
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	
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 OR 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	4-24-2012	121822	Book 2012, Page 1822
BUCHANAN	4-24-2012	2012R01314	
CASS	4-24-2012	000872500019	Book 2012, Page 839
CEDAR	4-25-2012	2012 1548	Book 1104, Page 318-336
CLARKE	4-24-2012		Fee Book 2012-0820
CLINTON	4-25-2012	2012-03310	
DALLAS	4-24-2012		Book 2012, Page 6422
DECATUR	4-25-2012		Book 2012, Page 0519
DELAWARE	4-25-2012	2012 1365	Book 2012, Page 1365
DES MOINES	4-25-2012	Document # 2012-001708	
DUBUQUE	4-25-2012	007364370019	File 2012-00006824
FAYETTE	4-25-2012		Book 2012, Page 1330
FREMONT	4-25-2012	Document # 20120610	Book 2012 Page 0610
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JOHNSON	4-25-2012	022500600019	Book 4898, Pages 615-633
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KEOKUK	4-26-2012	Document # 2012-0632	Fee Book 2012-0632
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Schedule 4

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

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