MORTGAGE RECORD NO. 112 MADISON COUNTY, IOWA

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

IOWA POWER AND LIGHT COMPANY
TO
HARRIS TRUST AND SAVINGS BANK
AND
R. H. LONG
Trustees

NINTH SUPPLEMENTAL INDENTURE
Dated as of January 1, 1968

Creating An Issue of First Mortgage Bonds,
6⅝% Series Due 1998

Supplemental To And Amendatory of Indenture
of Mortgage and Deed of Trust
Dated as of August 1, 1943

Filed for record this 8 day of January
A. D. 1968, at 1:34 o'clock P. M.
#31 Mary E. Welty Recorder
, Deputy
Fee $ 54.50

For release of mtg. Rec 1/2-2055 filed March 19, 1985

THIS NINTH SUPPLEMENTAL INDENTURE, dated as of the 1st day of January, 1968, between Iowa Power and Light Company, a corporation duly organized and existing under and by virtue of the laws of the State of Iowa (hereinafter called the "Company"), party of the first part, and Harris Trust and Savings Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, having its principal place of business in the City of Chicago, State of Illinois (hereinafter called the "Trustee"), and R. H. Long of Chicago, Illinois, as Trustees under the Indenture hereinafter mentioned, parties of the second part:

Witnesseth:

Whereas, the Company has heretofore executed and delivered to the Trustee and to Harold Eckhart, as Trustees, an Indenture of Mortgage and Deed of Trust (hereinafter called the "Indenture"), dated as of August 1, 1943, to secure the Company's First Mortgage Bonds, unlimited in aggregate principal amount except as therein otherwise provided, and a Supplemental Indenture of the same date (hereinafter called the "First Supplemental Indenture") creating the initial series of bonds designated as First Mortgage Bonds, 3¼% Series due 1973, to be issued under the Indenture, of which series there have been issued and are now outstanding $14,685,000 principal amount of bonds; and

Whereas, the Company has heretofore executed and delivered to the Trustees a Second Supplemental Indenture (hereinafter called the "Second Supplemental Indenture"), dated as of February 1, 1948, creating the second series of bonds designated as First Mortgage Bonds, 3% Series due 1978, to be issued under the Indenture, of which series there have been issued and are now outstanding $5,430,000 principal amount of bonds; and in and by the Second Supplemental In-

denture there was recorded the description of, and confirmed unto the Trustees, certain property acquired after the execution and delivery of the Indenture; and

Whereas, the Company has heretofore executed and delivered to the Trustees a Third Supplemental Indenture (hereinafter called the "Third Supplemental Indenture"), dated as of December 1, 1949, creating the third series of bonds designated as First Mortgage Bonds, 2¾% Series due 1979, to be issued under the Indenture, of which series there have been issued and are now outstanding $6,820,000 principal amount of bonds; and in and by the Third Supplemental Indenture there was recorded the description of, and confirmed unto the Trustees, certain property acquired after the execution and delivery of the Indenture; and

Whereas, effective on September 14, 1951, Harold Eckhart resigned as Individual Trustee under the Indenture and W. H. Milsted became the duly appointed and acting Individual Trustee under the Indenture; and

Whereas, the Company has heretofore executed and delivered to the Trustees a Fourth Supplemental Indenture (hereinafter called the "Fourth Supplemental Indenture"), dated as of May 15, 1952, creating the fourth series of bonds designated as First Mortgage Bonds, 3¼% Series due 1982, to be issued under the Indenture, of which series there have been issued and are now outstanding $9,125,000 principal amount of bonds; and in and by the Fourth Supplemental Indenture there was recorded the description of, and confirmed unto the Trustees, certain property acquired after the execution and delivery of the Indenture; and

Whereas, the Company has heretofore executed and delivered to the Trustees a Fifth Supplemental Indenture (here-

inafter called the "Fifth Supplemental Indenture"), dated as of December 1, 1953, creating the fifth series of bonds designated as First Mortgage Bonds, 3⅜% Series due 1983, to be issued under the Indenture, of which series there have been issued and are now outstanding $7,815,000 principal amount of bonds; and in and by the Fifth Supplemental Indenture there was recorded the description of, and confirmed unto the Trustees, certain property acquired after the execution and delivery of the Indenture; and

Whereas, the Company has heretofore executed and delivered to the Trustees a Sixth Supplemental Indenture (hereinafter called the "Sixth Supplemental Indenture"), dated as of June 1, 1956, creating the sixth series of bonds designated as First Mortgage Bonds, 3⅝% Series due 1986, to be issued under the Indenture, of which series there have been issued and are now outstanding $7,062,000 principal amount of bonds; and in and by the Sixth Supplemental Indenture there was recorded the description of, and confirmed unto the Trustees, certain property acquired after the execution and delivery of the Indenture; and

Whereas, the Company has heretofore executed and delivered to the Trustees a Seventh Supplemental Indenture (hereinafter called the "Seventh Supplemental Indenture"), dated as of January 15, 1958, creating the seventh series of bonds designated as First Mortgage Bonds, 3⅝% Series due 1988, to be issued under the Indenture, of which series there have been issued and are now outstanding $9,550,000 principal amount of bonds; and in and by the Seventh Supplemental Indenture there was recorded the description of, and confirmed unto the Trustees, certain property acquired after the execution and delivery of the Indenture; and

Whereas, the Company has heretofore executed and delivered to the Trustees an Eighth Supplemental Indenture (hereinafter called the "Eighth Supplemental Indenture"), dated

as of January 1, 1961, creating the eighth series of bonds designated as First Mortgage Bonds, 4⅝% Series due 1991, to be issued under the Indenture, of which series there have been issued and are now outstanding $9,700,000 principal amount of bonds; and in and by the Eighth Supplemental Indenture there was recorded the description of, and confirmed unto the Trustees, certain property acquired after the execution and delivery of the Indenture; and

Whereas, effective on June 26, 1961, W. H. Milsted resigned as Individual Trustee under the Indenture and R. H. Long is now the duly appointed and acting Individual Trustee under the Indenture (the Trustee and R. H. Long, Individual Trustee, being hereinafter called the "Trustees"); and

Whereas, the Company desires in and by this Ninth Supplemental Indenture to create a ninth series of bonds to be issued under the Indenture, to designate or otherwise distinguish such series, to specify the particulars necessary to describe and define the same, and to specify such other provisions and agreements in respect thereof as are in the Indenture provided or permitted; and

Whereas, the Company also desires in and by this Ninth Supplemental Indenture to record the description of, and confirm unto the Trustees, certain property acquired after the execution and delivery of the Eighth Supplemental Indenture and now subject to the lien of the Indenture by virtue of the provisions of the Indenture conveying to the Trustees property acquired after its execution and delivery; and

Whereas, the Company also desires in and by this Ninth Supplemental Indenture to amend Section 1 of Article II of the Indenture; and

Whereas, all the conditions and requirements necessary to make this Ninth Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accord-

ance with its terms and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery of this Ninth Supplemental Indenture in the form and with the terms hereof have been in all respects duly authorized;

Now, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar in lawful money of the United States of America paid to the Company by the Trustees at or before the execution and delivery of this Ninth Supplemental Indenture, the receipt whereof is hereby acknowledged, and of other good and valuable considerations, it is agreed by and between the Company and the Trustees as follows:

DESCRIPTION OF PROPERTY ACQUIRED AFTER EXECUTION AND DELIVERY OF THE EIGHTH SUPPLEMENTAL INDENTURE

First. The Company records below the description of, and hereby confirms unto the Trustees, the following described real property in the State of Iowa, which property has been acquired by the Company after the execution and delivery of the Eighth Supplemental Indenture and which, since the respective dates of acquisition thereof, has been and is now subject to the lien of the Indenture in all respects as if originally described therein.

DALLAS COUNTY

Grimes Substation

A parcel of land in the Southwest Quarter (SW¼) of Section Thirty-six (36), Township Eighty (80) North, Range Twenty-six (26) West of the 5th P.M., Dallas County, Iowa, more particularly described as follows: Beginning at the Southwest Corner of said Section Thirty-six (36), thence East along the South line of said Section a distance of Two Hundred (200) feet, thence North Two Hundred (200) feet, thence West Two Hundred (200) feet to the West line of said Section

Thirty-six (36), thence South along the West line of said Section Thirty-six (36) a distance of Two Hundred (200) feet to the point of beginning, excepting therefrom present established highways.

HARRISON COUNTY

Mondamin Substation

A parcel of land in the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Thirty (30), Township Eighty (80) North, Range Forty-four (44) West of the 5th P.M., Harrison County, Iowa, more particularly described as follows: Beginning at the center of said Section 30, thence North along the North-South centerline of said section a distance of 240 feet, thence West parallel with the East-West centerline of said section a distance of 233 feet, thence South parallel with the North-South centerline of said section 240 feet, thence East along the East-West centerline of said section to the point of beginning.

JASPER COUNTY

Prairie City-Colfax Transmission Line

A tract of land described as the West Fifty (50) feet in width of the East One-half (E½) of Government Lot Four (4), except the South Three Hundred and Thirty-three (333) feet in Section Six (6), Township Seventy-eight (78) North, Range Twenty (20) West of the 5th P.M., Jasper County, Iowa.

MAHASKA COUNTY

Tracy Farm

The West Half (W½) of the Northwest Quarter (NW¼), except Government Lot One (1) and except Lots One (1), Two (2) and Three (3) of the Subdivision of Government Lot Ten (10) of Section Eighteen (18), Township Seventy-five (75) North, Range Seventeen (17) West of the Fifth P.M., Mahaska County, Iowa.

PAGE COUNTY

Braddyville Substation

South 100 feet of North 140 feet of West 100 feet of East 140 feet of South 149 acres of Northeast Quarter (NE¼) of Section 25, Township 67 North, Range 37 West of 5th P.M., Page County, Iowa, together with an easement 20 feet in width extending South 497 feet from the first above described tract.

POLK COUNTY

River Hills Station (Urban Renewal)

Lots One (1), Three (3) and Four (4) and "J" in RIVER HILLS PLAT TWO, now included in and forming a part of the City of Des Moines, Iowa, except that part of Lot Three (3), described as follows:

Commencing on the South line of Lot 3, River Hills Plat 2, at a point 101 feet East of the Southwest corner of said Lot 3, and assuming that said South line bears South 74 degrees 36 minutes West, thence proceed North 11 degrees 12 minutes West a distance of 104 feet, thence North 7 degrees 50 minutes West a distance of 200 feet, thence North 16 degrees West a distance of 200 feet, thence North 14 degrees West to the North line of Lot 2, River Hills Plat 2, thence Easterly along said North line to the West bank of the Des Moines River, thence Southerly following the West bank of said River to the South line of Lot 3, River Hills Plat 2, thence Westerly along the South line of said Lot 3 to the place of beginning, all now in and forming a part of the City of Des Moines, Iowa.

Urbandale Industrial Site

Lot Ten (10), Industrial Plat No. One (1), an Official Plat, now included in and forming a part of the City of Urbandale, Polk County, Iowa.

Dennis Drive

A Parcel of land in the East One-half (E½) of the Northeast Quarter (NE ¼) of Section Twenty-eight (28), Township Seventy-nine (79) North, Range Twenty-five (25) West of the 5th P.M., Polk County, Iowa, described as follows:

Beginning at a point 606.2 feet South and 40 feet East of the Northwest corner of the East One-half (E ½) of the Northeast Quarter (NE ¼) of Section Twenty-eight (28), Township Seventy-nine (79) North, Range Twenty-five (25) West of the 5th P.M., Polk County, Iowa, running thence East 871.5 feet, thence South 60 feet, thence West 871.5 feet, thence North 60 feet, to the point of beginning.

Sycamore Plant Site—Bloom Tract

Lot 6 and the West 24 acres of Lot 10 of the Partition Plat of the Subdivision of Lands of the Estate of Jacob B. Rittgers in Sections 5 and 6, Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa, subject to easements of record and public highways.

Comito

Government Lots Nos. Six (6) and Seven (7) in Section 5, Township 79 North, Range 24 West of the 5th P.M., to the low water mark of the Des Moines River; also described as Lots Six (6) and Seven (7) United States Survey of the Southwest Quarter (SW ¼) West of the Des Moines River, Section 5, Township 79 North, Range 24 West of the 5th P.M., except the South 475 feet of said Government Lot 7 above described.

Fordyce

Parcel A

The West 770 feet of Government Lot 5 in the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section

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8, Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa, except the North 267.5 feet and containing 18.49 acres more or less;

also

The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 8, Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa, except the North 267.5 feet and containing 31.88 acres more or less;

also

All that part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 7, Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa, lying East of the East line of the present 80 foot highway, known as Beaver Road, except the North 267.5 feet and containing 14.56 acres more or less.

Parcel B

Beginning at a point in Government Lot 5 in Section 8, Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa, which point is 403.5 feet South and 770 feet East of a stone at the Northeast corner of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 8; thence East 164.3 feet to the right bank of the Des Moines River; thence Southeasterly along said right bank to the South line of said Government Lot 5; thence West 731.5 feet along the South line of Government Lot 5; thence due North 908.3 feet to the point of beginning.

Parcel C

An undivided One-half (½) interest in and to the following described real estate: Beginning at a point 407 feet East (measured along the North line of Section 8, Township 79 North, Range 24 West of the 5th P.M.) and 247.5 feet South of the stone at the Northeast corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of said Section 8, said point marked by an iron pipe set by B. H. Shivers,

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Reg. Eng. No. 521; thence East 383 feet; thence South 156 feet; thence West 20 feet; thence North 136 feet; thence due West across Government Lot 5 in said Section and the Northwest Quarter (NW¼) of said Section and the East part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 7, Township 79 North, Range 24 West of the 5th P.M. to Beaver Avenue; thence due North 20 feet; thence due East to the point of beginning.

(The above described parcels are subject to easement to Northern Natural Gas Company dated May 22, 1951 and filed for record in Polk County, Iowa, on October 24, 1951.)

Fought

The East 16 acres of Lot 10 of Jacob B. Rittgers Estate in Sections 5 and 6 in Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa, subject to applicable zoning restrictions and easements of record and further subject to public roads and public highways.

Kinsey

The Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 5, Township 79 North, Range 24 West of the 5th P.M. and the North 7½ acres (comprising approximately the North 267 feet) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 8, Township 79 North, Range 24 West of the 5th P.M., except roadway owned by Ruby F. Burnside Kolozs and Gus Kolozs, wife and husband, and Frank W. Fordyce and Jeannette Seibert Fordyce, husband and wife, comprising the South 20 feet of the said 7½ acres.

(Subject to easment agreement with Frank W. Fordyce dated July 24, 1947 and filed for record in Polk County, Iowa, on July 28, 1947. Further subject to easement to Northern Natural Gas Company dated May 16, 1951 and filed for record in Polk County, Iowa, on October 24, 1951.)

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Beginning at the Northeast corner of Section 7, Township 79, Range 24 West of the 5th P.M., thence South 247.5 feet to the North line of an established Twenty (20) foot lane running East from Beaver Road, thence West on a line parallel with the North line of said Section and on the North line of said lane to where said line intersects the East line of Beaver Road to its intersection with the North line of said Section, thence East along said Section line to the point of beginning.

The East Two (2) acres of the South five and four hundredths (5.04) acres East of road in the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 6, Township 79, North, Range 24 West of the 5th P.M., Polk County, Iowa.

Kolozs

Parcel A

The South 475 feet of Government Lot 7 in Section 5, Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa; also described as the South 475 feet of Lot 7, United States Survey of the Southwest Quarter (SW ¼) West of the Des Moines River in Section 5, Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa.

Parcel B

Beginning at a stone at the Northeast corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 8, Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa; thence East along the North line of said Section 8, 856 feet to the Des Moines River; thence South 11 degrees 45 minutes East 412.1 feet along the right bank of the Des Moines River; thence West 144.3 feet; thence North 156 feet; thence West 790 feet; thence North 247.5 feet to the place of beginning and being a part of Government Lot 5 in said Section 8.

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Parcel C

An undivided One-half (½) interest in the following described real estate: Beginning at a point 407 feet East (measured along the North line of Section 8, Township 79 North, Range 24 West of the 5th P.M.) and 247.5 feet South of the stone at the Northeast corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of said Section 8, said point marked by a pipe set by B. H. Shivers, Reg. Eng. No. 521; thence East 383 feet; thence South 156 feet, thence West 20 feet; thence North 136 feet; thence due West across Government Lot 5 in said Section and the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of said Section and the East part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 7, Township 79, North, Range 24 West of the 5th P.M. to Beaver Avenue; thence due North 20 feet; thence due East to the point of beginning.

(Parcels B and C are subject to easement to Northern Natural Gas Company dated May 22, 1951 and filed for record in Polk County, Iowa on October 24, 1951.)

Service Center Clive

All that part of Lot Two (2), Official Plat of the East One-half (E ½), Southeast Quarter (SE ¼), Section 34, Township 79 North, Range 25, West of the Center Line of Orange Street (Orange Street being a North-South Street extending from the Northeasterly to the Southwesterly boundary lines of the Original Plat of Clive, Iowa) as Orange Street so appears on the Original Plat of Clive, Iowa excepting Lots Ten (10) and Eleven (11), Block Three (3), Plat of Clive, Iowa, now included in and forming a part of the Town of Clive, Polk County, Iowa.

Lot Three (3), Official Plat of the East One-half (E ½), Southeast Quarter (SE ¼), Section 34, Township 79 North,

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Range 25, now included in and forming a part of the Town of Clive, Polk County, Iowa.

NE 62nd Avenue Substation

One (1) acre in a rectangular form in the Northeast Corner of the Northeast Quarter (NE¼) of Section 12, Township 79, Range 24 West of the 5th P.M., Iowa: Commencing at the Northeast corner of said Section 12; thence West 200 feet; thence South 217.8 feet; thence East 200 feet; thence North 217.8 feet to the point of beginning, in Polk County, Iowa.

Prairie City Substation

A parcel of land in the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 12, Township 78 North, Range 22 West of the 5th P.M., Polk County, Iowa, more particularly described as follows: Beginning at a point on the West line of said Northeast Quarter (NE ¼) of said Section 12, Eighty (80) feet South of the North Quarter (N ¼) corner of said Section 12, thence East at right angles a distance of 208.7 feet, thence South parallel with the West line of said Northeast Quarter (NE ¼) of Section 12, a distance of 208.7 feet, thence West a distance of 208.7 feet to a point on the West line of said Northeast Quarter (NE ¼), 208.7 feet South of the point of beginning, thence North along said West line of the Northeast Quarter (NE ¼) of Section 12 to the point of beginning, containing One (1) acre, more or less, subject to highways and easements of record.

16th & Wabash 2nd Addition

A part of Section 8, Township 78 North, Range 24 West of the 5th P.M., in vacated City Place described as follows: Beginning at a point 494 feet North and 240 feet West of the East Quarter corner of said Section 8; thence North, parallel to the East line of said Section 8 to the South line

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of a vacated 66 foot street that lies South of and adjacent to the Minneapolis & St. Louis Railway right of way, being also the North line of Block 2 in Vacated City Place; thence Northwesterly, along the North line of said Block 2 to the point of intersection with a line that is 275 feet West of and parallel to the East line of said Section 8; thence South, parallel to the East line of said Section 8, 210 feet more or less to a point that is 1,335 feet North and 275 feet West of the East Quarter corner of said Section 8 (being also 10 feet North of the Southwest corner of said Block 2); thence West 10 feet North of and parallel to the North line of Wabash Street in Vacated City Place, to the East line of Southwest 16th Street; thence South along the East line of Southwest 16th Street, extended 60 feet to the South line of Wabash Street; thence West along the South line of Wabash Street, 5 feet; thence South parallel to the East line of said Section 8, 781 feet; thence East, parallel to the South line of Wabash Street, 340 feet to the point of beginning; all now in and forming a part of the City of Des Moines, Iowa, subject to easements and restrictions of record and subject to the right of first refusal reserved to the Company's Grantor and subject to possibility of reversion on breach of certain conditions set forth in deed under which title was acquired.

Solar Aircraft Substation

A parcel of land situated in the Northeast corner of Lot 1, Solar-Meredith Place, an Official Plat now being in and forming a part of the City of Des Moines, Polk County, Iowa described as follows: Beginning at a point on the East line of said Lot 1, said point being 128 feet South of the Northeast lot corner, proceed South along the East lot line a distance of 49 feet; thence Southwesterly parallel to the Northerly line of said Lot 1 a distance of 141.8 feet; thence 90 degrees right and Northwesterly a distance of 47.1 feet; thence Northeasterly 157.8 feet to the point of beginning.

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161 kv Loop Line Switching Station

A parcel of land in the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Eleven (11), Township Seventy-nine (79) North, Range Twenty-three (23), West of the Fifth Principal Meridian, Polk County, Iowa, more particularly described as follows: Beginning at the Northeast corner of said Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 11, thence South along the East line of said 40 acre tract a distance of 500 feet, thence West parallel with the North line of said tract a distance of 500 feet, thence North parallel with the East line of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section 11, a distance of 400 feet to a point approximately 100 feet South of the North line of said Northwest Quarter (NW ¼) of Southwest Quarter (SW ¼), thence West parallel with said North line to a point on the West line of said Northwest Quarter (NW ¼) of Southwest Quarter (SW ¼) approximately 100 feet South of the Northwest corner thereof, thence North along said West line a distance of 100 feet to the Northwest corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼), thence East along the North line of said Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) to the point of beginning.

16th & College

Lots 58, 59, 60, 61 and 62, Forest Park, an Official Plat in and forming a part of the City of Des Moines, Iowa.

38th & Franklin

Lots 62 and 85 in Kingsdale, an Official Plat now included in and forming a part of the City of Des Moines, Iowa, also, that part of Lot "A" in Kingsdale, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa, extending from the West line of Lot 3 in Neirob Court Northwest to the intersection of the East line of 38th Street and the South line of Franklin Avenue.

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POTTAWATTAMIE COUNTY

Substation

Lots 3, 4, 5, 6, 7, 8 and 9 in Block 9, Twin City Place, an Addition to the City of Council Bluffs, Iowa.

Work Center

A part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 12, Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, which is more particularly described as follows:

Commencing at an iron pipe set and used by Forest E. Grover, former City Engineer of the City of Council Bluffs, Iowa, as the Northwest corner of Section 12, Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, and being also the Southerly city limits of the City of Council Bluffs, Iowa; thence along the North line of said Section 12, North 89 degrees 54 minutes 30 seconds East, 12.2 feet; thence along the Easterly right-of-way line of a County road which is the Southerly extension of 11th Street, City of Council Bluffs, South 00 degrees 12 minutes West, 287.26 feet to the point of beginning; thence continuing along said line South 00 degrees 12 minutes 00 seconds West, 562.74 feet; thence North 89 degrees 54 minutes 30 seconds East, 400.0 feet; thence North 00 degrees 12 minutes East, 562.74 feet; thence South 89 degrees 54 minutes 30 seconds West, 400.0 feet to the point of beginning; subject to utility easements across and through the East 15.0 feet of said tract.

Second. The Company also hereby confirms unto the Trustees all other property of every kind, character and description (other than Excepted Property as defined in the Indenture), acquired or constructed by the Company after the execution and delivery of the Eighth Supplemental Indenture (except such part of such properties as has been dis-

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posed of by the Company in accordance with the provisions of the Indenture), including, without limiting the generality of the foregoing, all transmission lines, pipe lines, additions to electric generating plants and to gas works, substations and electric and gas distribution systems and facilities of the Company, including those now under construction; also all franchises, privileges, permits, licenses, easements and rights-of-way; all of said property being now subject to the lien of the Indenture in all respects as if originally described therein; together with all and singular the easements, hereditaments and appurtenances belonging or in any wise appertaining to the property above described or referred to, and all the estate, title, claims and demands whatsoever, as well in law as in equity, of the Company in and to the same and any and every part and parcel thereof; and all and singular the rents, issues, profits, tolls and other income thereof; excepting always Excepted Property as defined in the Indenture.

ARTICLE I.

FIRST MORTGAGE BONDS, 6⅝% SERIES DUE 1998

SECTION 1. There is hereby created a ninth series of bonds to be issued under and secured by the Indenture to be designated, distinguished and known as "First Mortgage Bonds, 6⅝% Series due 1998" of the Company (herein called "Bonds of Ninth Series"). Bonds of Ninth Series may be issued without limitation as to aggregate principal amount except as provided in the Indenture and in this Ninth Supplemental Indenture. Bonds of Ninth Series shall be registered bonds without coupons and shall be dated as of the interest payment date next preceding the authentication thereof by the Trustee (except that (i) if any Bond of Ninth Series shall be authenticated before July 1, 1968, it shall be dated as of January 1, 1968, unless (iii) below is applicable, (ii) if the Company shall at the time of the authentication of a Bond of Ninth Series be in default in the payment of interest upon

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the Bonds of Ninth Series, such Bond of Ninth Series shall be dated as of the date of the beginning of the period for which such interest is so in default, and (iii) so long as there is no existing default in the payment of interest on the Bonds of Ninth Series, if any Bond of Ninth Series shall be authenticated after the close of business on any record date, as hereinafter defined, with respect to any interest payment date (January 1 or July 1, as the case may be) and on or prior to such interest payment date, it shall be dated as of such interest payment date).

The registered owner of any Bond of Ninth Series dated as of an interest payment date as provided in (iii) above shall, if the Company has defaulted in the payment of interest due on such interest payment date and such default shall be continuing, be entitled to exchange such Bond of Ninth Series for a Bond or Bonds of Ninth Series of the same aggregate principal amount dated as of the interest payment date next preceding the interest payment date first mentioned in this sentence. If the Trustee shall have knowledge at any time that any registered owner of a Bond of Ninth Series shall be entitled by the provision of the next preceding sentence to exchange such Bond of Ninth Series, the Trustee shall within thirty days mail to such owner at the address of such owner appearing upon the registry book of the Company a notice informing such owner that such owner has such right of exchange.

All Bonds of Ninth Series shall mature January 1, 1998; the principal of and interest on the Bonds of Ninth Series shall be payable in lawful money of the United States of America; the place where such principal shall be payable shall be the principal office of the Trustee in the City of Chicago, State of Illinois (or at the principal office of any successor in trust), and the place where such interest shall be payable shall be the office or agency of the Company in said City of Chicago, State of Illinois; the rate of interest shall be 6⅝% per annum,

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payable semi-annually on the first days of January and July; and the terms of redemption shall be as referred to in Section 2 of this Article I.

So long as there is no existing default in the payment of interest on the Bonds of Ninth Series, the person in whose name any Bond of Ninth Series is registered at the close of business on any record date with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding any transfer or exchange of such Bond of Ninth Series subsequent to the record date and on or prior to such interest payment date, except as and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond of Ninth Series is registered on the date of payment of such defaulted interest.

As used in this Section 1, the term "default in the payment of interest" means failure to pay interest on the applicable interest payment date disregarding any period of grace permitted by Section 2 of Article IX of the Indenture.

The term "record date" as used herein with respect to any interest payment date shall mean the last business day which is more than 10 calendar days prior to such interest payment date. The term "business day" as used herein shall mean any day other than a Saturday or a Sunday or a day on which the offices of the Trustee in the City of Chicago, Illinois, are closed pursuant to authorization of law.

SECTION 2. The Bonds of Ninth Series shall be redeemable prior to maturity, either at the option of the Company in whole at any time or in part from time to time (subject, however, to the provisions of the fourth paragraph of this Section 2) or through the operation of the Sinking Fund provided for in Article III hereof in part on January 1, 1970, and on each January 1 thereafter to and including January

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1, 1997, on notice given in the manner and with the effect provided in Article IV of the Indenture and as in this Section 2 provided.

The redemption prices of Bonds of Ninth Series redeemed at the option of the Company shall be the following percentages of the principal amount thereof:

IF REDEEMED DURING TWELVE MONTHS' PERIOD BEGINNING

January 1	Percentage	January 1	Percentage	January 1	Percentage
1968	108.27%	1978	105.42%	1988	102.57%
1969	107.98%	1979	105.13%	1989	102.28%
1970	107.70%	1980	104.85%	1990	102.00%
1971	107.41%	1981	104.56%	1991	101.71%
1972	107.13%	1982	104.28%	1992	101.43%
1973	106.84%	1983	103.99%	1993	101.14%
1974	106.56%	1984	103.71%	1994	100.86%
1975	106.27%	1985	103.42%	1995	100.57%
1976	105.99%	1986	103.14%	1996	100.29%
1977	105.70%	1987	102.85%	1997	100.00%

in each case plus accrued interest to the redemption date.

The redemption prices of Bonds of Ninth Series redeemed for the Sinking Fund provided for in Article III hereof shall be the following percentages of the principal amount thereof:

IF REDEEMED ON

January 1	Percentage	January 1	Percentage	January 1	Percentage
1970	101.61%	1980	101.32%	1989	100.85%
1971	101.59%	1981	101.28%	1990	100.78%
1972	101.56%	1982	101.24%	1991	100.70%
1973	101.54%	1983	101.19%	1992	100.62%
1974	101.51%	1984	101.14%	1993	100.53%
1975	101.49%	1985	101.09%	1994	100.44%
1976	101.46%	1986	101.04%	1995	100.34%
1977	101.43%	1987	100.98%	1996	100.24%
1978	101.39%	1988	100.91%	1997	100.00%
1979	101.36%				

in each case plus accrued interest to the redemption date.

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Prior to January 1, 1973, none of the Bonds of Ninth Series may be redeemed at the option of the Company through a refunding, directly or indirectly, by or in anticipation of the incurring of any debt which has an interest cost to the Company of less than 6.60% per annum. The term "interest cost to the Company" shall mean the annual percentage yield to stated maturity of the debt at the net price to the Company therefor, determined by reference to a standard table of bond yields, with straight-line interpolation if necessary. The "net price to the Company" shall be determined after allowing for all discounts, commissions, finder's fees or negotiator's fees, standby or commitment charges and any other compensation received or receivable directly from the Company by underwriters, investment bankers or other financing agents or purchasers. Prior to each redemption at the option of the Company of any Bonds of Ninth Series prior to January 1, 1973, the Company will deliver to the Trustee an officers' certificate showing compliance with the provisions of this paragraph.

In case the Company shall at any time elect to redeem all or any part of the Bonds of Ninth Series, it shall give notice to the effect that it has elected to redeem all or a part thereof, as the case may be, on a date therein designated, specifying in case of redemption of a part of the Bonds of Ninth Series the distinctive numbers of the bonds to be redeemed, and in every case stating in substance that on said date there will become and be due and payable upon each bond so to be redeemed, at the principal office of the Trustee in the City of Chicago, State of Illinois, the redemption price thereof (or portion thereof in the case of partial redemption of a bond) hereinbefore in this Section 2 specified for bonds redeemed at the option of the Company, and that on and after such date interest thereon will cease to accrue.

Such notice, in case of redemption of Bonds of Ninth Series at the option of the Company, shall be given by mail by the

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Company, postage prepaid, at least thirty and not more than forty-five days prior to such date of redemption, to the registered owners of all Bonds of Ninth Series to be so redeemed, at their respective addresses appearing on the register thereof. Any notice which is mailed as herein provided shall be conclusively presumed to have been properly and sufficiently given on the date of such mailing, whether or not the holder receives the notice. In any case, failure to give due notice by mail, or any defect in the notice, to the registered owner of any Bond of Ninth Series designated for redemption as a whole or in part, shall not affect the validity of the proceedings for the redemption of any other bond.

Notice of redemption of bonds redeemed through the operation of the Sinking Fund shall be given as provided in Section 3 of Article III hereof.

SECTION 3. The Bonds of Ninth Series shall be registered bonds without coupons. Bonds of Ninth Series may be issued in the denomination of $1,000, numbered consecutively from "R-M-1" upward, or in any multiple thereof, numbered consecutively from "R-U-1" upward and also in the denominations of $5,000, numbered consecutively from "R-V-1" upward and $10,000, numbered consecutively from "R-X-1" upward.

The form of the Bonds of Ninth Series shall be substantially as follows (any of the provisions of such Bonds may be set forth on the reverse side thereof):

[FORM OF BOND OF NINTH SERIES]

IOWA POWER AND LIGHT COMPANY

FIRST MORTGAGE BOND, 6⅝% SERIES DUE 1998

Due January 1, 1998

$..... No.....

IOWA POWER AND LIGHT COMPANY (hereinafter called the "Company"), a corporation of the State of Iowa, for value received, hereby promises to pay to.....

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..... or registered assigns, on January 1, 1998, at the principal office of the Trustee hereinafter named, in the City of Chicago, State of Illinois, or at the principal office of any successor in trust, the sum of .....
.....Dollars in lawful money of the United States of America, and to pay interest thereon from the date hereof at the rate of 6⅝% per annum, in like lawful money, payable semi-annually at the office or agency of the Company in the City of Chicago, State of Illinois, on January 1 and July 1 in each year until the Company's obligation with respect to the payment of such principal sum shall be discharged as provided in the indentures hereinafter mentioned, provided that, so long as there is no existing default in the payment of interest and except for the payment of defaulted interest, the interest payable on any January 1 or July 1 will be paid to the person in whose name this bond was registered at the close of business on the record date (the last business day which is more than 10 calendar days prior to such January 1 or July 1).

This bond is one, of the series hereinafter specified, of the bonds of the Company (herein called the "bonds") known as its "First Mortgage Bonds", issued and to be issued in one or more series under, and all equally and ratably secured by, an Indenture of Mortgage and Deed of Trust dated as of August 1, 1943, duly executed by the Company to Harris Trust and Savings Bank (herein called the "Trustee") and Harold Eckhart (R. H. Long, successor Individual Trustee), Trustees, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the bonds are, and are to be, issued and secured, and the rights of the bearers or registered owners of the bonds and of the Trustees in respect of such security. As provided in said Indenture, said bonds may be for various principal sums and are issuable

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in series, which may mature at different times, may bear interest at different rates and may otherwise vary as therein provided; and this bond is one of a series entitled "First Mortgage Bonds, 6⅝% Series due 1998", created by the Ninth Supplemental Indenture dated as of January 1, 1968, as provided for in said Indenture.

To the extent permitted by said Indenture, modifications or alterations of said Indenture or of any indenture supplemental thereto and of the rights and obligations of the Company and of the bearers or registered owners of the bonds and coupons may be made, and compliance with said Indenture or any such supplemental indenture may be waived, with the consent of the Company, by an affirmative vote of the bearers or registered owners of not less than sixty-six and two-thirds per cent (66⅔%) in principal amount of the bonds entitled to vote at a meeting of bondholders called and held as provided in said Indenture and by an affirmative vote of not less than sixty-six and two-thirds per cent (66⅔%) in principal amount of the bonds entitled to vote of each series affected by such modification or alteration or waiver in case one or more, but less than all, of the series of bonds then outstanding under said Indenture are so affected; provided, however, that no such modification or alteration or waiver shall be made which will (a) affect the terms of payment of the principal of, or interest or premium on, this bond, or the right of any bondholder to institute suit for the enforcement of any such payment on or after the respective due dates expressed in this bond, or (b) otherwise than as permitted by said Indenture, permit the creation by the Company of any mortgage lien ranking prior to or on a parity with the lien of said Indenture or of any indenture supplemental thereto, with respect to any property covered thereby, or give to any bond or bonds secured by said Indenture any preference over any other bond or bonds so secured, or deprive any bondholder of the security afforded by the lien of said Indenture,

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or (c) reduce the percentage in principal amount of the bonds required to authorize or consent to any such modification or alteration or waiver; all as more fully provided in said Indenture.

The First Mortgage Bonds, 6⅝% Series due 1998, may be redeemed at the option of the Company in whole at any time, or in part from time to time, at the following percentages of the principal amount thereof:

IF REDEEMED DURING TWELVE MONTHS' PERIOD BEGINNING

January 1	Percentage	January 1	Percentage	January 1	Percentage
1968	108.27%	1978	105.42%	1988	102.57%
1969	107.98%	1979	105.13%	1989	102.28%
1970	107.70%	1980	104.85%	1990	102.00%
1971	107.41%	1981	104.56%	1991	101.71%
1972	107.13%	1982	104.28%	1992	101.43%
1973	106.84%	1983	103.99%	1993	101.14%
1974	106.56%	1984	103.71%	1994	100.86%
1975	106.27%	1985	103.42%	1995	100.57%
1976	105.99%	1986	103.14%	1996	100.29%
1977	105.70%	1987	102.85%	1997	100.00%

in each case plus accrued interest to the date of redemption; provided, however, that prior to January 1, 1973, none of the First Mortgage Bonds, 6⅝% Series due 1998, may be redeemed at the option of the Company through a refunding, directly or indirectly, by or in anticipation of the incurring of any debt which has an interest cost to the Company (as defined in the Ninth Supplemental Indenture) of less than 6.60% per annum.

The First Mortgage Bonds, 6⅝% Series due 1998, are entitled to the benefit of a sinking fund, the terms and provisions of which are set forth in said Ninth Supplemental Indenture, and, as provided therein, are subject to redemption through the operation of said sinking fund in part from time to time on January 1, 1970, and on each January 1 thereafter

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to and including January 1, 1997, at the following percentages of the principal amount thereof:

IF REDEEMED ON

January 1	Percentage	January 1	Percentage	January 1	Percentage
1970	101.61%	1980	101.32%	1989	100.85%
1971	101.59%	1981	101.28%	1990	100.78%
1972	101.56%	1982	101.24%	1991	100.70%
1973	101.54%	1983	101.19%	1992	100.62%
1974	101.51%	1984	101.14%	1993	100.53%
1975	101.49%	1985	101.09%	1994	100.44%
1976	101.46%	1986	101.04%	1995	100.34%
1977	101.43%	1987	100.98%	1996	100.24%
1978	101.39%	1988	100.91%	1997	100.00%
1979	101.36%				

in each case plus accrued interest to the date of redemption.

Notice of any redemption of bonds to be redeemed at the option of the Company shall be given by mail by the Company, postage prepaid, at least thirty and not more than forty-five days prior to the redemption date, to the holders of all such bonds to be redeemed at the addresses that shall appear on the register thereof, and notice of any redemption of such bonds to be redeemed through the operation of the sinking fund shall be similarly given by mail by the Trustee at least fifteen and not more than thirty days prior to the redemption date; all subject to the conditions set forth and as more fully provided in said Indenture and in said Ninth Supplemental Indenture. Said Indenture and said Ninth Supplemental Indenture provide, among other things, that notice of redemption having been duly given, the bonds called for redemption shall become due and payable upon the redemption date and, if the redemption price shall have been duly deposited with the Trustee, interest thereon shall cease to accrue on and after the redemption date, and that whenever the redemption price thereof shall have been duly deposited with the Trustee and notice of

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redemption shall have been duly given or provision therefor made as provided in said Indenture, such bonds shall no longer be entitled to any lien or benefit of said Indenture.

In the event that any bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise or at the date fixed for the redemption thereof, and the Company shall have on deposit with the Trustee in trust for the purpose, on the date when such bond is so due, funds sufficient to pay the principal of such bond (and premium, if any), together with all interest due thereon to the date of maturity of such bond or to the date fixed for the redemption thereof, for the use and benefit of the registered owner thereof, then all liability of the Company to the registered owner of said bond for the payment of the principal thereof and interest thereon (and premium, if any) shall forthwith cease, determine and be completely discharged and such registered owner shall no longer be entitled to any lien or benefit of said Indenture.

In case an event of default as defined in said Indenture shall occur, the principal of this bond may become or be declared due and payable in the manner, with the effect, and subject to the conditions provided in said Indenture.

This bond is transferable by the registered owner hereof in person, or by attorney duly authorized in writing, at the principal office of the Trustee in the City of Chicago, State of Illinois, upon surrender and cancellation of this bond as provided in said Ninth Supplemental Indenture, and upon any such transfer a new registered bond without coupons of the same series for the same aggregate principal amount will be issued to the transferee in exchange herefor, and the bonds of this series may, at the option of the registered owner and upon surrender at said office of the Trustee, be exchanged for registered bonds without coupons of this series of the same aggregate principal amount of other authorized denomina-

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tions, all without charge (except for any stamp tax or other governmental charge).

No recourse shall be had for the payment of the principal of, or the interest on, this bond, or for any claim based hereon or otherwise in respect hereof or of said Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, as such, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers being waived and released by every owner hereof by the acceptance of this bond and as part of the consideration for the issue hereof, and being likewise waived and released by the terms of said Indenture.

This bond shall not be valid or become obligatory for any purpose, unless and until the certificate endorsed hereon shall have been executed by the Trustee or its successor in trust under said Indenture.

IN WITNESS WHEREOF, IOWA POWER AND LIGHT COMPANY has caused this bond to be signed in its name by the manual or facsimile signature of its President or one of its Vice Presidents and its corporate seal to be impressed or imprinted hereon, and attested by the manual or facsimile signature of its Secretary, or one of its Assistant Secretaries.

Dated:

IOWA POWER AND LIGHT COMPANY,

By .....

President.

Attest:

.....

Secretary.

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The form of Trustee's certificate to be endorsed on all Bonds of Ninth Series shall be substantially as follows:

[FORM OF TRUSTEE'S CERTIFICATE]

This bond is one of the bonds of the series designated therein, described in the within-mentioned Indenture and Ninth Supplemental Indenture.

HARRIS TRUST AND SAVINGS BANK,
as Trustee,

By .....
Authorized Officer.

SECTION 4. Bonds of Ninth Series shall be exchangeable at the option of the registered owners thereof and upon surrender thereof at the principal office of the Trustee in the City of Chicago, State of Illinois, for Bonds of Ninth Series of the same aggregate principal amount but of different authorized denomination or denominations. Such exchanges and any transfer will be made without service charge (except for any stamp tax or other governmental charge).

Every bond so surrendered for transfer shall be accompanied by a proper transfer power duly executed by the registered owner or by duly authorized attorney transferring such bond to the Company, and the signature to such transfer power shall be guaranteed to the satisfaction of the Trustee. All bonds so surrendered shall be forthwith cancelled and delivered to or upon the order of the Company.

All bonds executed, authenticated and delivered in exchange for bonds so surrendered shall be valid obligations of the Company, evidencing the same debt as the bonds surrendered, and shall be secured by the same lien and be entitled to the same benefits and protection as the bonds in exchange for which they are executed, authenticated and delivered.

The Company shall not be required to make any such exchange or any transfer either (1) during a period of fifteen

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days next preceding any interest payment date, but only if there is an existing default in the payment of interest on the Bonds of Ninth Series or (2) after the bond so presented for exchange or transfer, or any portion thereof, has been drawn for redemption, but may do so at its option.

SECTION 5. Pending the preparation of definitive Bonds of Ninth Series the Company may from time to time execute, and, upon its written order, the Trustee shall authenticate and deliver, in lieu of such definitive bonds and subject to the same provisions, limitations and conditions, one or more temporary printed, lithographed or typewritten bonds, in registered form, of any denomination specified in the written order of the Company for the authentication and delivery thereof and with such omissions, insertions and variations as may be determined by the Board of Directors of the Company. Such temporary bonds shall be substantially of the tenor of the bonds to be issued as hereinbefore recited, but such temporary bonds may, in lieu of the statement of the specific redemption prices required to be set forth in Bonds of Ninth Series in definitive form, include a reference to this Ninth Supplemental Indenture for a statement of such redemption prices.

If any such temporary Bonds of Ninth Series shall at any time be so authenticated and delivered in lieu of definitive bonds, the Company shall without unreasonable delay at its own expense prepare, execute and deliver to the Trustee and thereupon, upon the presentation and surrender of temporary bonds, the Trustee shall authenticate and deliver in exchange therefor, without charge to the holder, definitive bonds of the same series for the same principal sum in the aggregate as the temporary bonds surrendered. All temporary bonds so surrendered shall be forthwith cancelled by the Trustee and delivered to or upon the order of the Company. Until exchanged for definitive bonds the temporary bonds shall in all respects be entitled to the lien and security of the Indenture and all supplemental indentures.

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SECTION 6. Definitive Bonds of Ninth Series may be in the form of fully engraved bonds or bonds printed or lithographed with steel engraved borders.

ARTICLE II.

ISSUE OF BONDS OF NINTH SERIES.

Bonds of Ninth Series may be executed, authenticated and delivered from time to time as permitted by the provisions of Article III of the Indenture.

ARTICLE III.

SINKING FUND FOR BONDS OF NINTH SERIES.

SECTION 1. The Company covenants and agrees that, subject to the provisions of this Article III, it will retire through a Sinking Fund on January 1, 1970, and on each January 1 thereafter to and including January 1, 1997 (such dates being hereinafter referred to respectively as the "Sinking Fund dates"), so long as any Bonds of Ninth Series are outstanding, a principal amount of Bonds of Ninth Series equal to one per cent (1%) of the sum of (a) the principal amount of Bonds of Ninth Series outstanding under the Indenture on the next preceding November 1, (b) the principal amount of Bonds of Ninth Series redeemed through the operation of the Sinking Fund prior to said November 1 and (c) the principal amount of Bonds of Ninth Series redeemed at the option of the Company or delivered uncancelled by it to the Trustee and in either case used by the Company to satisfy in whole or in part, as hereinafter provided, its obligation in respect of the Sinking Fund prior to said November 1. In computing the amount of Bonds of Ninth Series to be retired on any Sinking Fund date, any excess over the nearest multiple of $1,000 shall be disregarded.

The principal amount of Bonds of Ninth Series required to

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be retired by the Company on any Sinking Fund date shall, at the option of the Company, be reduced by:

(1) An amount equal to the principal amount of Bonds of Ninth Series theretofore redeemed at the option of the Company and not theretofore bonded which the Company elects to use for such purpose; provided that the Company shall have delivered to the Trustee not less than forty days prior to such Sinking Fund date an officers' certificate notifying the Trustee of such election, stating the principal amount of Bonds of Ninth Series so to be used and that they have not theretofore been bonded;

(2) An amount equal to the principal amount of Bonds of Ninth Series not theretofore bonded which shall be delivered uncancelled by the Company to the Trustee for the Sinking Fund not less than forty days prior to such Sinking Fund date, together with an officers' certificate stating that such bonds were theretofore sold or otherwise disposed of by the Company for a consideration and reacquired by the Company; provided that all bonds so delivered shall be accompanied by duly executed instruments of transfer; and/or

(3) To the extent of one-half of the principal amount of Bonds of Ninth Series to be retired on such Sinking Fund date, an amount (disregarding any excess over a multiple of $1,000) equal to sixty per cent (60%) of the cost or fair value, whichever is less, of net property additions not theretofore bonded which the Company elects to certify to the Trustee for such purpose, but only if the Company shall deliver to the Trustee not less than forty days prior to such Sinking Fund date certificates, instruments and opinions of the kind prescribed in, and setting forth the facts with respect to such net property additions specified in, subdivisions (b), (c), (d), (f), (g)(1), (2) and (5), and (h)(1) and (3), of subdivision 3 of Section 3 of Article III of the Indenture. In case such net property additions shall be subject to a prior lien there shall be deducted from the amount thereof an amount equal to one hundred sixty-six and two-thirds per cent

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(166⅔%) of the principal amount of the then outstanding prior lien bonds secured by such prior lien and not theretofore deducted in connection with any application for the authentication and delivery of bonds, or for the withdrawal of cash, or for the reduction of cash, or for the release of property, under any provision of the Indenture.

SECTION 2. The Company covenants and agrees to notify the Trustee in writing not less than forty days prior to each Sinking Fund date of the principal amount of Bonds of Ninth Series required to be retired on such date under the provisions of Section 1 of this Article III (after giving effect to the reductions permitted by subdivisions (1), (2) and (3) of said Section 1) and to pay to the Trustee at least three business days prior to such Sinking Fund date a sum in cash equal to the applicable Sinking Fund redemption price of such bonds.

SECTION 3. All cash deposits with the Trustee for the Sinking Fund, as aforesaid, shall be held in trust for the Bonds of Ninth Series and shall be applied by the Trustee to the redemption of outstanding Bonds of Ninth Series on the January 1 immediately following such deposit in the manner herein and in the Indenture provided. Such bonds shall be called for redemption by the Trustee at the then applicable Sinking Fund redemption price.

The Trustee, after receiving the notice provided for in Section 2 of this Article III, shall give notice of the redemption of bonds for the Sinking Fund by mailing such notice, postage prepaid, at least fifteen and not more than thirty days prior to the date of such redemption, to the holders of all bonds so to be redeemed, at the addresses that shall appear on the register thereof. Any notice which is mailed as herein provided shall be conclusively presumed to have been properly and sufficiently given on the date of such mailing, whether or not the holder receives the notice. In any case, failure to give due notice by mail, or any defect in the notice, to the registered owners of any Bonds of Ninth Series designated for

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redemption as a whole or in part shall not affect the validity of the proceedings for the redemption of any other bond. Such notice shall state that the bonds specified therein by distinctive numbers, or specified portions thereof in case of partial redemption of bonds, are to be redeemed for the Sinking Fund at the principal office of the Trustee, in the City of Chicago, Illinois, or at the principal office of any successor in trust, and shall specify the date on which they shall become due and payable and the redemption price thereof and that on and after such date interest thereon will cease to accrue.

Notice of redemption having been given as aforesaid, the Bonds of Ninth Series so called, or the specified portions thereof, shall, on the date designated in such notice, become due and payable at said office at the then current Sinking Fund redemption price, and upon presentation and surrender thereof accompanied by duly executed assignments or transfer powers, such bonds or the specified portions thereof shall be paid and redeemed out of the funds held by the Trustee in the Sinking Fund as aforesaid, at said redemption price, and on and after said redemption date interest on said bonds shall cease to accrue.

SECTION 4. All bonds delivered uncancelled to the Trustee for the purpose of the Sinking Fund or redeemed as above provided with moneys in the Sinking Fund, shall be forthwith cancelled by the Trustee, and shall be delivered to or upon the written order of the Company; and all such bonds, and all bonds redeemed at the option of the Company and all net property additions used to reduce the amount of bonds to be retired through the Sinking Fund as provided in Section 1 of this Article III, shall thereafter, for all purposes of the Indenture and this Ninth Supplemental Indenture, be deemed to have been bonded, but only so long as any Bonds of Ninth Series remain outstanding, and when no bonds of such series remain outstanding such bonds so delivered to the Trustee for the Sinking Fund, or redeemed with moneys in the Sinking

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Fund, or redeemed at the option of the Company and used to reduce the amount of bonds to be retired through the Sinking Fund and all net property additions so used, as provided in Section 1 of this Article III, shall cease to be bonded.

ARTICLE IV.

REPLACEMENT FUND.

SECTION 1. For the purpose of this Article IV, the definitions contained in and the methods of computation prescribed by this Section 1 shall be applied, unless the context otherwise requires:

(a) The "amount of the electric property account" of the Company at any date shall be the original cost (estimated if necessary) of depreciable electric and heat property in service (as shown by the Company's property accounts) subject to the Indenture. The "amount of the gas property account" of the Company at any date shall be the original cost (estimated if necessary) of depreciable gas property in service (as shown by the Company's property accounts) subject to the Indenture. Depreciable common plant subject to the Indenture shall be allocated between the electric and gas accounts on an equitable basis.

(b) The "average amount of the electric property account for the period covered by the replacement certificate" shall be deemed to be the average of the amounts of the electric property account at the date of such replacement certificate and at the date of the next preceding replacement certificate filed hereunder (or in the case of the period covered by the first replacement certificate, at January 1, 1968). The "average amount of the gas property account for the period covered by the replacement certificate" shall be deemed to be the average of the amounts of the gas property account at the date of such replacement certificate and at the date of the next preceding replacement certificate filed hereunder (or in

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the case of the period covered by the first replacement certificate, at January 1, 1968).

(c) The "replacement requirement for the period covered by the replacement certificate" shall be deemed to be an amount equal to the sum of:

(i) two and one-half per cent (2.5%) of the averaage amount of the electric property account for the period covered by the replacement certificate, if such replacement certificate covers a period of one year, and a proportionately greater or lesser amount if such replacement certificate covers a period of more or less than one year; and

(ii) two per cent (2%) of the average amount of the gas property account for the period covered by the replacement certificate, if such replacement certificate covers a period of one year, and a proportionately greater or lesser amount if such replacement certificate covers a period of more or less than one year.

(d) The "cumulative replacement requirement" shall be the sum of the replacement requirements for all periods covered by replacement certificates filed hereunder, including the replacement certificate then being filed.

SECTION 2. The Company covenants and agrees that so long as any of the Bonds of Ninth Series are outstanding it will deliver to the Trustee a replacement certificate (1) within four months after the close of the calendar year 1968 covering the period from January 1, 1968, through December 31, 1968, and (2) within four months after the close of each calendar year thereafter, covering the period from the date of the next preceding replacement certificate filed hereunder to the end of such calendar year. The Company may, in addition, at its election, at any time file a replacement certificate for the period specified therein, which shall cover the period from the date of the next preceding replacement certificate

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filed hereunder to a date within four months prior to the date when filed. Each replacement certificate filed hereunder shall be dated the last day of the period covered thereby, shall be signed by the President or a Vice President or the Treasurer of the Company and shall show the following:

(a) The average amount of the electric property account for the period covered by the replacement certificate, and the average amount of the gas property account for the period covered by the replacement certificate.

(b) The replacement requirement for the period covered by the replacement certificate, and the cumulative replacement requirement.

(c) The lesser of the cost or fair value (both of which shall be stated) of property additions (whether or not theretofore bonded) from December 31, 1967, through the date of such replacement certificate, in renewal or replacement of, in substitution for or in lieu of any property retirements (including property retirements consisting of property additions not theretofore bonded) made subsequent to December 31, 1967, showing separately the cost or fair value, whichever shall be less, of such property additions not included in item (c) of any previous replacement certificate filed hereunder. For this purpose any property additions (whether or not theretofore bonded) shall be deemed to be in substitution for or in lieu of such property retirements to the extent that the cost or fair value, whichever shall be less, of such property additions does not exceed the amount of such property retirements (determined at the amounts specified in the definition of "property retirements" in Article I of the Indenture) irrespective of the kind or character of the property additions. The fair value of property additions for the purpose of this item (c) shall be taken at the date of the replacement certificate filed hereunder in which such property additions were included in item (c) for the first time. If any property additions made the basis of the credit under this item (c) are subject to any prior

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lien, then the amount of such credit otherwise available to the Company shall be reduced by an amount equal to one hundred sixty-six and two-thirds per cent (166⅔%) of the principal amount of the then outstanding prior lien bonds secured by such prior lien and not theretofore deducted in connection with any application for the authentication and delivery of bonds, or for the withdrawal of cash, or for the reduction of cash, or for the release of property, under any provision of the Indenture. Property additions shall not be considered to be bonded by reason of their utilization under this item (c).

(d) The aggregate of (1) the amount of any net property additions not theretofore bonded which the Company in such replacement certificate elects to make the basis of a credit under this Article IV, and (2) the amount of net property additions utilized under item (d) of all previous replacement certificates filed hereunder but only so far as the net property additions so utilized have not ceased to be bonded as permitted by Section 5 of this Article IV at the date of the replacement certificate then being filed. The amount of net property additions utilized under item (d) of a replacement certificate, filed hereunder, for the first time shall be separately stated. The fair value of property additions shall be determined for the purpose of their inclusion in net property additions under this item (d) as of the date of the replacement certificate, filed hereunder, in which they are included in item (d) for the first time. In any such case, if any property additions made the basis of a credit under this item (d) are subject to any prior lien, then the amount of such credit otherwise available to the Company shall be reduced by an amount equal to one hundred sixty-six and two-thirds per cent (166⅔%) of the principal amount of the then outstanding prior lien bonds secured by such prior lien and not theretofore deducted in connection with any application for the authentication and delivery of bonds, or for the withdrawal of cash, or for the reduction of cash, or for the release of property, under any provision of the Indenture. Subject to the provisions of the last paragraph of this Section 2, to the extent that net

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property additions are utilized under this item (d), they shall be deemed to have been bonded for all purposes of the Indenture; and to the extent that prior lien bonds are deducted under this item (d), they shall be deemed to have been deducted, for all purposes of the Indenture, in connection with an application for the withdrawal or reduction of cash.

(e) The aggregate of (1) one hundred per cent (100%) of the principal amount of prior lien bonds which shall have theretofore been deducted in connection with any application for the authentication and delivery of bonds, or for the release of property, or for the withdrawal of cash, or for the reduction of cash, under any provision of the Indenture (or, in the case of prior lien bonds, one hundred sixty-six and two-thirds per cent (166⅔%) of the principal amount whereof has theretofore been deducted in connection with the reduction or withdrawal of cash under any provision of the Indenture, then an amount equal to one hundred sixty-six and two-thirds per cent (166⅔%) of the principal amount of such prior lien bonds), which after such deduction and prior to or simultaneously with the filing of such replacement certificate shall have been deposited with the Trustee or paid or redeemed or reduced or ascertained by final judicial determination to be invalid, which the Company in such replacement certificate elects to make the basis of a credit under this Article IV and which shall not theretofore have been bonded, and (2) the aggregate amount of credit based on prior lien bonds utilized under item (e) of all previous replacement certificates filed hereunder, but only so far as the prior lien bonds so utilized have not ceased to be bonded as permitted by Section 5 of this Article IV at the date of the replacement certificate then being filed. The amount of prior lien bonds utilized under item (e) of a replacement certificate for the first time shall be separately stated. Subject to the provisions of the last paragraph of this Section 2, to the extent that prior lien bonds are utilized under this item (e) they shall be deemed to have been bonded for all purposes of the Indenture.

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(f) The aggregate of (1) the principal amount of bonds theretofore authenticated and delivered under any provision of the Indenture, which after such delivery and prior to or simultaneously with the filing of such replacement certificate shall have been or be surrendered for conversion (if convertible) except into other bonds, or paid or redeemed or otherwise surrendered to the Trustee and cancelled (otherwise than upon exchange of bonds of one denomination for bonds of another denomination or of coupon bonds for registered bonds or of registered bonds for coupon bonds or upon transfer of registered bonds or in lieu of lost, mutilated, stolen or destroyed bonds), which the Company in such replacement certificate elects to make the basis of a credit under this Article IV and which shall not theretofore have been bonded, and (2) the principal amount of bonds utilized under item (f) of all previous replacement certificates filed hereunder, but only so far as the bonds so utilized have not ceased to be bonded as permitted by Section 5 of this Article IV at the date of the replacement certificate then being filed. The amount of bonds utilized under item (f) of a replacement certificate for the first time shall be separately stated. Subject to the provisions of the last paragraph of this Section 2, to the extent that bonds are utilized under this item (f) they shall be deemed to have been bonded for all purposes of the Indenture.

(g) The amount, if any, of cash previously deposited by the Company with the Trustee pursuant to Section 3 of this Article IV or previously (but after December 31, 1967) or concurrently so deposited pursuant to Section 3 of Article IV of the First, Second, Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indenture and not subsequently withdrawn pursuant to subdivision (a) of Section 4 of this Article IV, or pursuant to subdivision (a) of Section 4 of Article IV of the First, Second, Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indenture.

(h) The amount if any (hereinafter sometimes referred to as the "Item (h) Credit"), by which the aggre-

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gate of the foregoing items (c), (d), (e), (f) and (g) exceeds the cumulative replacement requirement.

(i) The amount, if any (hereinafter sometimes referred to as the "Item (i) Deficit"), by which the aggregate of the amounts of the foregoing items (c), (d), (e), (f) and (g) fails to equal the cumulative replacement requirement.

Each replacement certificate shall be accompanied by the officers' certificate, engineer's certificate and independent engineer's certificate, opinion of counsel, instruments of conveyance and transfer and other documents described in Article III of the Indenture to the extent that they are pertinent to establish the facts set forth in the replacement certificate, except that, subject to the provisions of Section 8 of Article XVII of the Indenture, the Company may incorporate by reference any such certificates, opinions, instruments or documents previously or concurrently filed with the Trustee under this Article IV or under Article IV of the First, Second, Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indenture.

Notwithstanding any provision elsewhere set forth herein, or in the First, Second, Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indenture or in the Indenture:

(1) for purposes of a replacement certificate filed hereunder, property additions purchased, constructed, or otherwise acquired and prior lien bonds and bonds acquired by the Company shall not be deemed to be bonded, and the utilization thereof under items (c), (d), (e) or (f) of such replacement certificate shall not be limited or precluded, by reason of the utilization, subsequent to December 31, 1967, of such property additions, prior lien bonds or bonds under items (c), (d), (e) or (f) of a maintenance certificate filed in compliance with the provisions of Article IV of either the First or the Second Supplemental Indenture or under items (c), (d), (e) or (f) of a replacement certificate filed in compliance with the provisions of Article IV of either the Third, Fourth,

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Fifth, Sixth, Seventh or Eighth Supplemental Indenture; and

(2) for the purposes of a maintenance certificate filed in compliance with the provisions of Article IV of either the First or the Second Supplemental Indenture or of a replacement certificate filed in compliance with the provisions of Article IV of either the Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indenture, property additions, prior lien bonds and bonds shall not become bonded, and the utilization thereof under items (c), (d), (e) or (f) of such maintenance certificate or such replacement certificate shall not be limited or precluded, by reason of the utilization of such property additions, prior lien bonds or bonds under items (c), (d), (e) or (f) of a replacement certificate filed hereunder.

SECTION 3. In case any replacement certificate shows an Item (i) Deficit, the Company covenants that it will, concurrently with the filing of such certificate, deposit with the Trustee an amount in cash equal to the amount of such deficit.

SECTION 4. Any cash deposited with the Trustee under this Article IV shall be held by the Trustee as further security for the bonds, but may be withdrawn by the Company as follows:

(a) Any such cash may at any time be withdrawn by the Company in an amount equal to the Item (h) Credit stated in the last filed replacement certificate, upon filing with the Trustee an officers' certificate requesting such withdrawal and stating that such withdrawal is made against the utilization of such Item (h) Credit.

(b) Any such cash may be also withdrawn by the Company upon compliance with the provisions of subdivisions (b) and (c) of Section 1 of Article VIII of the Indenture.

The Company shall also have the right at all times and from time to time to direct the Trustee to apply any moneys deposited with it under this Article IV toward the purchase

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or redemption of bonds and/or prior lien bonds in the manner provided in Section 2 of Article VIII of the Indenture.

Any moneys deposited with the Trustee under this Article IV which shall not have been withdrawn by the Company or applied by the Trustee at the direction of the Company to the purchase or redemption of bonds or prior lien bonds within two years from the date of deposit thereof shall be applied by the Trustee, if in excess of $50,000, toward the purchase or redemption of bonds or prior lien bonds in the manner provided in Section 2 of Article VIII of the Indenture, except that the Company shall not be required to provide the Trustee with any amount by which the price at which such bonds or prior lien bonds are purchased or redeemed exceeds the principal amount thereof and shall not be entitled to receive from the Trustee the amount by which said price is less than said principal amount.

SECTION 5. Any net property additions, bonds or prior lien bonds which have become bonded by being included under item (d), (e) or (f) of any replacement certificate filed with the Trustee under this Article IV may subsequently cease to be so bonded on utilizing the Item (h) Credit, if any, stated in the last-filed replacement certificate hereunder but only in an amount not exceeding (1) in the case of such net property additions, the cost or then fair value thereof to the Company, whichever is greater, and (2) in the case of bonds or prior lien bonds, the amount with respect thereto included under item (e) or (f) at the time of the utilization thereof in any replacement certificate filed hereunder; and thereupon any prior lien bonds deducted under item (d) in respect of such net property additions shall no longer be deemed to have been deducted for the purposes of any subsequent application under the Indenture for the authentication and delivery of bonds or for the release of property or for the withdrawal of cash or for the reduction of cash. Such changes shall become effective upon the filing with the Trustee of an offi-

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cers' certificate stating that the bonded net property additions, bonds or prior lien bonds referred to therein are to cease to be bonded upon the utilization of an amount, specified therein and determined as aforesaid, of the Item (h) Credit stated in the last-filed replacement certificate hereunder, and describing any bonded net property additions included therein and stating their cost and then fair value to the Company and describing any prior lien bonds theretofore deducted in respect of such net property additions.

Whenever any Item (h) Credit, or any part thereof, has been utilized as hereinbefore in this Article IV stated, such Item (h) Credit shall be diminished to the extent so utilized for all future purposes.

SECTION 6. Whenever all Bonds of Ninth Series are paid or redeemed, the Company shall be entitled to any remaining moneys received by the Trustee and then held undisposed of under the provisions of this Article IV, and all property additions, bonds and prior lien bonds, which have become bonded by being included in any replacement certificate filed under this Article IV, shall thereupon cease to be bonded; and, for the purposes of any subsequent application for authentication and delivery of bonds or for the release of property or for the withdrawal of cash or for the reduction of cash under any of the provisions of the Indenture, prior lien bonds which shall have been deducted under item (d) of Section 2 of this Article IV shall no longer be deemed to have been deducted as provided in said item (d).

ARTICLE V.

COVENANT WITH RESPECT TO DIVIDENDS.

SECTION 1. The Company covenants that, after the date of delivery of this Ninth Supplemental Indenture and so long as any of the Bonds of Ninth Series are outstanding, it will not declare or pay any dividend or make any other dis-

tribution on, or purchase or redeem any shares of, any class of its capital stock at any time outstanding, if after giving effect to such dividend, distribution, purchase or redemption, the Company's earned surplus, determined and adjusted as hereinafter provided, would be exhausted.

For the purposes of this Section 1, the Company's earned surplus shall mean earned surplus of the Company determined in acordance with sound accounting practice; provided, however, that if, for any calendar year or part thereof elapsed after December 31, 1967, to the close of the calendar month next preceding the determination of earned surplus, the amounts charged or provided on the books of the Company for depreciation of the mortgaged property for the period from December 31, 1967, to the close of such calendar month are less than the cumulative replacement requirement (determined as provided in Section 1 of Article IV of this Ninth Supplemental Indenture and as though a replacement certificate were being filed as of the close of such calendar month) for the period from December 31, 1967, to the close of such calendar month, there shall be deducted in determining earned surplus for the purposes of this Section 1 an amount equal to the difference between the amounts so charged or provided on the books of the Company for depreciation and the amount of the cumulative replacement requirement determined as hereinabove provided.

SECTION 2. The Company covenants that it will, so long as any Bonds of Ninth Series are outstanding, file with the Trustee within four months after the close of the fiscal year concluding December 31, 1968, an earned surplus account for the fiscal year beginning January 1, 1968, and within four months after the close of each fiscal year beginning after December 31, 1968, an earned surplus account for such fiscal year. Each account so filed shall be certified by independent accountants to have been prepared in accordance with the provisions of this Article V.

ARTICLE VI.

ADDITIONAL COVENANT.

The Company covenants that after the date of delivery of this Ninth Supplemental Indenture and so long as any Bonds of Ninth Series are outstanding it will not, in any case wherein the provisions of subdivision 3(e) of Section 3 of Article III of the Indenture are applicable, issue any additional bonds unless the accountants' certificate required by said subdivision 3(e) shall show, in addition to the matters required to be shown by the provisions of said subdivision 3(e), that after deduction from the net earnings of the Company available for interest and for depreciation for the period specified in said subdivision 3(e) (calculated as prescribed by said subdivision) of the amount which would be shown as the replacement requirement for such period in a replacement certificate if prepared for such period pursuant to the provisions of Section 1 of Article IV of this Ninth Supplemental Indenture, such net earnings are equal to at least two times the amount of the aggregate annual interest charges on the bonds and indebtedness specified in subparagraphs (i), (ii) and (iii) of said subdivision 3(e).

ARTICLE VII.

THE TRUSTEES.

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Ninth Supplemental Indenture or the due execution hereof by the Company, or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustees by reason of this Ninth Supple-

mental Indenture other than as set forth in the Indenture; and this Ninth Supplemental Indenture is executed and accepted on behalf of the Trustees, subject to all the terms and conditions set forth in the Indenture, as fully to all intents as if the same were herein set forth at length.

ARTICLE VIII.

AMENDMENT OF INDENTURE.

Section 1. Section 1 of Article II of the Indenture is hereby amended by the addition of the following sentence at the end of the fourth paragraph thereof:

> "Notwithstanding the foregoing, if and to the extent so provided in any supplemental indenture creating bonds of any series and specifying that interest shall be payable to the persons who are registered owners of such bonds on a record date prior to an interest payment date, registered bonds without coupons of such series authenticated after such record date and prior to such interest payment date shall be dated as of such interest payment date."

ARTICLE IX.

MISCELLANEOUS PROVISIONS.

Except in so far as herein otherwise expressly provided, all the provisions, terms and conditions of the Indenture shall be deemed to be incorporated in, and made a part of this Ninth Supplemental Indenture; and the Indenture as supplemented by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and this Ninth Supplemental Indenture is in all respects ratified and confirmed; and the Indenture and said Supplemental Indentures shall be read, taken and construed as one and the same instrument.

Nothing in this Ninth Supplemental Indenture is intended, or shall be construed, to give to any person or corporation,

other than the parties hereto and the holders of bonds issued and to be issued under and secured by the Indenture, any legal or equitable right, remedy or claim under or in respect of this Ninth Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Ninth Supplemental Indenture being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of bonds issued and to be issued under the Indenture and secured thereby.

All covenants, promises and agreements in this Ninth Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns whether so expressed or not.

The term "date of delivery of this Ninth Supplemental Indenture," wherever used in this Ninth Supplemental Indenture, shall mean the close of business on December 31, 1967.

This Ninth Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts when so executed shall be deemed to be an original; but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, IOWA POWER AND LIGHT COMPANY has caused this Ninth Supplemental Indenture to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by its Secretary or one of its Assistant Secretaries, and HARRIS TRUST AND SAVINGS BANK has caused the same to be executed by one of its Vice Presidents and its corporate seal to be hereunto affixed, duly attested by one of its Assistant Secretaries, and R. H. LONG has hereunto affixed his signature and seal, as of the day and year first above written.

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(CORPORATE SEAL) IOWA POWER AND LIGHT COMPANY,

By A. Paul Thompson
A. PAUL THOMPSON, PRESIDENT

Attest:

Guy G. Gilchrist
GUY G. GILCHRIST, SECRETARY

Signed, sealed, acknowledged and delivered by IOWA POWER AND LIGHT COMPANY in the presence of:

Ralph F. Mowen
RALPH F. MOWEN

J. Paul Glahn
J. PAUL GLAHN

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

(CORPORATE SEAL) By G. N. Askew
G. N. ASKEW, VICE PRESIDENT

Attest:

R. G. Mason
R. G. MASON, ASSISTANT SECRETARY

Signed, sealed, acknowledged and delivered by HARRIS TRUST AND SAVINGS BANK in the presence of:

W. Thomas
W. THOMAS

L. D. Lewis
L. D. LEWIS

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R. H. Long (Seal)
R. H. LONG, INDIVIDUAL TRUSTEE

Signed, sealed, acknowledged and delivered by R. H. LONG in the presence of:

W. Thomas
W. THOMAS

L. D. Lewis
L. D. LEWIS

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STATE OF IOWA }
COUNTY OF POLK } ss.

On this 4th day of January, A.D. 1968, before me, a Notary Public in and for said County, personally appeared A. PAUL THOMPSON and GUY G. GILCHRIST, to me personally known, who being by me duly sworn did say that they are, respectively, President of IOWA POWER AND LIGHT COMPANY, an Iowa corporation, and Secretary of said corporation; 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 said corporation by authority of its Board of Directors; and the said A. PAUL THOMPSON and GUY G. GILCHRIST each acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by each of them and by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year aforesaid.

Oscar T. Olson
OSCAR T. OLSON
Notary Public in and for said County.
My commission expires July 4, 1969

Notarial [SEAL]

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On this 4th day of January, A.D. 1968, before me, a Notary Public in and for said County, personally appeared G. N. ASKEW and R. G. MASON, to me personally known, who being by me duly sworn did say that they are, respectively, a Vice President of HARRIS TRUST AND SAVINGS BANK, an Illinois corporation, and an Assistant Secretary of said corporation; 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 said corporation by authority of its Board of Directors; and the said G. N. ASKEW and R. G. MASON each acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by each of them and by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year aforesaid.

P. M. Almsted
P. M. ALMSTED
Notary Public in and for said County.
My commission expires October 17, 1971

Notarial [SEAL]

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On this 4th day of January, A.D. 1968, before me, a Notary Public in and for said County, in the State aforesaid, personally appeared R. H. LONG, to me personally known to be the identical person named in and who executed the foregoing instrument as Individual Trustee, who, being by me duly sworn, acknowledged that he executed said instrument as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year aforesaid.

P. M. Almsted
P. M. ALMSTED
Notary Public in and for said County.
My commission expires October 17, 1971

Notarial [SEAL]