TWENTY-SEVENTH SUPPLEMENTAL INDENTURE

IOWA-ILLINOIS GAS AND ELECTRIC COMPANY

TO

HARRIS TRUST AND SAVINGS BANK

AND

C. POTTER TRUSTEES

RELEASED 6-1-04
SEE
BOOK 2004 PAGE 2524

DATED AS OF OCTOBER 1, 1991

CREATING AN ISSUE OF FIRST MORTGAGE BONDS, 8.15% SERIES DUE 2001 FILED NO. 949

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MICHELLE UTSLER
RECORDER
MADISON COUNTY. 10 WA

FLE # 200 00

SUPPLEMENTAL TO INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF MARCH 1, 1947

IOWA-ILLINOIS GAS AND ELECTRIC COMPANY TWENTY-SEVENTH SUPPLEMENTAL INDENTURE DATED AS OF OCTOBER 1, 1991

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Twenty-Seventh Supplemental Indenture

dated as of the first day of October, 1991 between IOWA-ILLINOIS GAS AND ELECTRIC COMPANY, 206 East Second Street, Davenport, Iowa 52801, a corporation duly organized and existing under the laws of the State of Illinois (hereinafter called the "Company"), party of the first part, and Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, Illinois 60690, a corporation duly organized and existing under the laws of the State of Illinois having its principal place of business in Chicago, Illinois (hereinafter called the "Trustee"), and C. Potter of Chicago, Illinois (hereinafter called the "Individual Trustee"), as Trustees (hereinafter called the "Trustees"), parties of the second part, under the Company's Indenture of Mortgage and Deed of Trust dated as of March 1, 1947 (hereinafter called the "Original Indenture"), as amended and supplemented by Supplemental Indentures dated, respectively, March 1, 1947, October 1, 1949, January 15, 1953, April 15, 1960, May 1, 1961, July 1, 1967, April 1, 1969, August 15, 1969, September 1, 1970, June 15, 1975, March 15, 1976, January 15, 1977, October 1, 1977, September 1, 1978, July 15, 1979, January 15, 1980, June 15, 1980, February 15, 1981, October 1, 1981, May 1, 1982, July 1, 1982, February 15, 1984, November 1, 1984, September 1, 1985, September 15, 1986 and February 15, 1987 (the Original Indenture, as so amended and supplemented, being hereinafter called the "Indenture" and such Supplemental Indentures being hereinafter called collectively the "Prior Supplemental Indentures").

WHEREAS, the Indenture provides for the issuance from time to time thereunder in series of bonds of the Company for the purposes and subject to the limitations therein specified;

WHEREAS, the Company desires in and by this Twenty-seventh Supplemental Indenture to create and define the terms of a twenty-ninth series of bonds to be issued under the Indenture;

WHEREAS, the Company also desires in and by this Twenty-seventh Supplemental Indenture to record the description of, and confirm unto the Trustees, certain property which has not been previously described in the Indenture but which is subject to the lien thereof; and

Whereas, all acts and things necessary to make this Twenty-seventh Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms for the purposes herein expressed have been done and performed, and the execution and delivery of this Twenty-seventh Supplemental Indenture 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 Twenty-seventh 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 CERTAIN PROPERTY SUBJECT TO THE LIEN OF THE INDENTURE NOT PREVIOUSLY DESCRIBED

The Company hereby confirms unto the Trustees the property described in Schedule A attached hereto and expressly made a part hereof, which property has not been previously described in the Indenture but which is subject to the lien thereof in all respects as if originally described therein.

ARTICLE I

FIRST MORTGAGE BONDS, 8.15% SERIES DUE 2001

SECTION 1. There is hereby created a twenty-ninth series of bonds to be issued under and secured by the Indenture, to be designated, distinguished and known as "First Mortgage Bonds, 8.15% Series due 2001" (hereinafter called collectively the "Bonds" and individually a "Bond"). The Bonds may be issued without limitation as to aggregate principal amount except as otherwise provided in the Indenture and in this Twenty-seventh Supplemental Indenture. The Bonds 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 shall be authenticated before April 1, 1992, it shall be dated October 1, 1991 unless clause (iii) below is applicable, (ii) if the Company shall at the time of the authentication of a Bond be in default in the payment of interest upon the Bonds, such Bond 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, if any Bond shall be authenticated after the close of business on the record date (as hereinafter defined) with respect to any interest payment date (April 1 or October 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 dated as of an interest payment date as provided in clause (iii) above shall, if the Company defaults in the payment of interest due on such interest payment date and such default shall be continuing, be entitled to exchange such Bond for a Bond or Bonds 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 a registered owner of a Bond shall be entitled by the provisions of the next preceding sentence to exchange such Bond, the Trustee shall within 30 days mail to such registered owner, at the address of such registered owner appearing upon the registry books of the Company, a notice to the effect that such registered owner has such right of exchange.

The Bonds shall mature October 1, 2001, and the principal of the Bonds shall be payable in lawful money of the United States of America at the principal office of the Trustee in the City of Chicago, Illinois (or at the principal office of any successor in trust). The place where interest on the Bonds shall be payable shall be the office or the agency of the Company in the City of Chicago, Illinois; provided that, at the option of the Company, interest on the Bonds shall be payable by check mailed to the registered owners thereof at their addresses appearing upon the registry books of the Company. The rate of interest on the Bonds shall be 8.15% per annum, payable semi-annually on April 1 and October 1 of each year, commencing April 1, 1992. The terms of redemption shall be as described or 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, the person in whose name any Bond is registered at the close of business on the 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 subsequent to such 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 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" shall mean failure to pay interest on the applicable interest payment date disregarding any period of grace permitted by Section 9.02 of the Original Indenture.

As used herein with respect to any interest payment date, the term "record date" shall mean the last business day which is more than 10 calendar days prior to such interest payment date. The term "business day" shall mean any day other than a Saturday, 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 shall not be redeemable prior to October 1, 1996 for any purpose. Thereafter the Bonds shall be redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company or pursuant to the provisions of the Indenture and this Twenty-seventh Supplemental Indenture, at the redemption prices hereinafter stated, on notice given in the manner and with the effect provided in this Section 2 and in Article IV of the Original Indenture.

The redemption prices of Bonds redeemed at the option of the Company, including redemptions pursuant to Section 8.02 of the Original Indenture from sources of cash excluded from the coverage of the next sentence, shall be, except as hereinafter otherwise provided, the percentages of the principal amount thereof set forth in the following table under the heading "General Redemption Price." The redemption prices of Bonds redeemed pursuant to Section 8.02 of the Original Indenture by the application (whether at the direction of the Company or otherwise) of cash included in the trust estate (other than cash deposited with the Trustee pursuant to Section 3.05 of the Original Indenture or cash deposited with the Trustee pursuant to any right reserved to the Company to deposit cash with the Trustee which it is not obligated to deposit with the Trustee by the terms of the Indenture or any indenture supplemental thereto), shall be the percentages of the principal amount thereof set forth in the following table under the heading "Special Redemption Price." The aforesaid redemption prices are as follows, plus in each case accrued interest to the redemption date:

IF REDEEMED DURING THE TWELVE MONTHS' PERIOD BEGINNING OCTOBER 1:

General Special Redemption Redemption

	Price	Price
1996	102.29%	100.00%
1997	101.15	100.00
1998	100.00	100.00
1999	100.00	100.00
2000	100.00	100.00

In case of any redemption of Bonds pursuant to the provisions of this Twenty-seventh Supplemental Indenture or the Original Indenture, notice of redemption shall be mailed by or on behalf of the Company, postage prepaid, at least 30 and not more than 60 days prior to such date of redemption, to the registered owners of all Bonds to be so redeemed at their respective addresses appearing upon the registry books. 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 registered owner receives the notice. In any case, failure to give due notice by mail, or any defect in such notice, to the registered owner of any Bond designated for redemption in whole or in part shall not affect the validity of the proceedings for the redemption of any other Bond.

SECTION 3. Bonds may be issued in denominations of \$1,000 and in such multiples of \$1,000 as the Company may authorize, appropriately numbered, the execution and delivery thereof to be conclusive evidence of such authorization.

The form of the Bonds shall be substantially as follows:

(FORM OF FACE OF BOND)

IOWA-ILLINOIS GAS AND ELECTRIC COMPANY

First Mortgage Bond, 8.15% Series due 2001

No.

IOWA-ILLINOIS GAS AND ELECTRIC COMPANY (hereinafter called the "Company"), a corporation of the State of Illinois, for value received, hereby promises to pay to

, or registered assigns, on October 1, 2001, at the principal office of the Trustee hereinafter named, in the City of Chicago, 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 8.15% per annum, in like lawful money, payable semi-annually at the office or agency of the Company in the City of Chicago, Illinois on the first day of April and on the first day of October in each year, commencing April 1, 1992, 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 April 1 or October 1 will be paid to the person in whose name this Bond was registered at the close of business on the record date therefor (the last business day which is more than 10 calendar days prior to such April 1 or October 1). At the option of the Company, interest may be paid on this Bond by check mailed to such person at the address of such person appearing upon the registry books of the Company.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF. SUCH FUR-THER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose unless and until the certificate of authentication hereon shall have been executed by the Trustee or its successor in trust under the within mentioned Indenture.

IN WITNESS WHEREOF, IOWA-ILLINOIS GAS AND ELECTRIC COMPANY has caused this Bond to be executed in its name by the manual or fac-simile 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-Illinois Gas and Electric Company	
	Ву	
	·	President
Attest:		
	Secretary	

(Form of Reverse of Bond)

This Bond is one of the Company's "First Mortgage Bonds" issued and to be issued in one or more series under and secured by an Indenture of Mortgage and Deed of Trust dated as of March 1, 1947 duly executed by the Company to Harris Trust and Savings Bank (herein called the "Trustee") and Lynn Lloyd (C. Potter, 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, the bonds may be for various principal sums, are issuable in series, may mature at different times, may bear interest at different rates and may otherwise vary as therein provided. This Bond is one of a series entitled "First Mortgage Bonds, 8.15% Series due 2001" created by the Twentyseventh Supplemental Indenture dated as of October 1, 1991.

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, with the consent of the Company, by affirmative vote of the bearers or registered owners (or persons entitled to vote the same) of not less than sixty-six and two-thirds per cent (663/3%) in principal amount of the bonds entitled to vote

at a meeting of bondholders called and held as provided in said Indenture and by like affirmative vote of not less than sixty-six and two-thirds per cent (663/3%) in principal amount of the bonds entitled to vote of each series affected by such modification or alteration 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 shall be made without the consent of the registered owner hereof which will (a) affect the right of the registered owner hereof to receive payment of the principal of, or premium (if any) or interest on, this Bond, or to institute suit for the enforcement of any such payment on or after the respective due dates expressed herein, or (b) otherwise than as permitted by said Indenture, permit the creation of any lien ranking prior to or on a parity with the lien of said Indenture with respect to any property covered thereby, or deprive any bondholder of the security afforded by the lien of said Indenture, or (c) reduce the percentage of the principal amount of the bonds required to authorize any such modification or alteration.

The First Mortgage Bonds, 8.15% Series due 2001 may not be redeemed prior to October 1, 1996 for any purpose. Thereafter the First Mortgage Bonds, 8.15% Series due 2001 may be redeemed prior to maturity, in whole at any time or in part from time to time, at the option of the Company at the redemption prices set forth below under the heading "General Redemption Price" and are also subject to redemption by the application (whether at the direction of the Company or otherwise) of cash included in the trust estate at the redemption prices (with certain exceptions) set forth below under the heading "Special Redemption Price." The aforesaid redemption prices (expressed in percentages of the principal amount of such Bonds to be redeemed) are as follows, plus in each case accrued interest to the redemption date:

IF REDEEMED DURING THE TWELVE MONTHS' PERIOD

BEGINNING OCTOBER 1:

	General Redemption Price	Special Redemption Price
1996	102.29%	100.00
1997	101.15	100.00
1998	100.00	100.00
1999	100.00	100.00
2000	100.00	100.00

Notice of any redemption of Bonds of such series shall be given by mail at least 30 and not more than 60 days prior to the redemption date, all as more fully provided in said Twenty-seventh Supplemental Indenture and Indenture. 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 deposited with the Trustee, interest thereon shall cease to accrue on and after the redemption date; and whenever the redemption price thereof shall have been deposited with the Trustee and notice of redemption shall have been duly given or provision therefor made, such Bonds shall no longer be entitled to any lien or benefit of said Indenture.

In the event that any such 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 such 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, Illinois (or at the principal office of any successor in trust) upon surrender for cancellation of this Bond as provided in said Indenture, and upon any such transfer a new registered Bond without coupons of the same series and for the same principal amount will be issued to the transferee in exchange herefor, and the Bonds of this series may, at the option of the registered owners and upon surren-

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der at said office of the Trustee (or of any successor in trust) as provided in said Twenty-seventh Supplemental Indenture, be exchanged for registered Bonds without coupons of this series of the same aggregate principal amount of other authorized denominations, all without charge (except for any stamp tax or other governmental charge).

The Company and the Trustees and any paying agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes, and neither the Company nor the Trustees nor any paying agent shall be affected by any notice to the contrary.

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, stockholder, director or officer, past, present or future, of the Company or of any predecessor or successor corporation, as such, 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 of incorporators, stockholders, directors and 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.

The form of the Trustee's certificate of authentication to appear on all Bonds 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 Twenty-seventh Supplemental Indenture.

IIAMIO INCOTA	as Trustee,
By	Authorized Officer

SECTION 4. Subject to the provisions of Section 2.07 of the Original Indenture (except for the provision relating to service charges), the Bonds shall be exchangeable upon surrender thereof at the principal office of the Trustee in the City of Chicago, Illinois (or at the principal office of any successor in trust) for Bonds of the same aggregate principal amount but of different authorized denomination or denominations, such exchanges to be made without charge (except for any stamp tax or other governmental charge).

Section 5. Until Bonds in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver in lieu thereof, Bonds in temporary form as provided in Section 2.05 of the Original Indenture. Such Bonds in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in the Bonds in definitive form, include a reference to this Twenty-seventh Supplemental Indenture for a statement of such redemption prices.

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

ARTICLE II

Issue of Bonds

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

ARTICLE III

No Sinking Fund for Bonds

The Bonds shall not be entitled to the benefit of any sinking fund.

ARTICLE IV

COVENANT WITH RESPECT TO DIVIDENDS

SECTION 1. The Company covenants and agrees that so long as any of the Bonds are outstanding it will not declare or pay any dividend on its common shares (other than a dividend payable solely in common shares

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of the Company) or make any other distribution on or purchase of its common shares unless, after giving effect to such dividend, distribution or purchase, the aggregate of all such dividends and distributions and all amounts applied to such purchases subsequent to February 28, 1947 shall not exceed the earned surplus of the Company available for dividends on its common shares accumulated subsequent to February 28, 1947.

For the purposes of this Article IV, the earned surplus of the Company available for dividends on its common shares accumulated subsequent to February 28, 1947 shall be determined in accordance with sound accounting practice; provided, however, that (i) all direct charges to earned surplus, except charges occasioned by dividends on preferred, preference or common shares of the Company (other than dividends payable solely in common shares of the Company) or by other distributions on or purchases of common shares of the Company, shall be deemed to be charges against earned surplus existing at February 28, 1947 to the extent thereof, and to such extent shall not diminish earned surplus accumulated subsequent to that date, and (ii) profits or losses resulting from the sale or abandonment of capital assets included in the mortgaged property, or taxes on or in respect of any such profits, shall not be credited to or charged against earned surplus of the Company available for dividends on its common shares accumulated subsequent to February 28, 1947.

The provisions of this Section 1 shall not apply to the acquisition of common shares of the Company effected through the exchange of other common shares of the Company or otherwise acquired without expenditure of assets of the Company.

SECTION 2. The Company covenants that so long as any of the Bonds are outstanding it will file with the Trustee within four months after the close of each calendar year beginning after December 31, 1991 an accountant's certificate stating as of the end of such calendar year (i) the earned surplus of the Company available for dividends on its common shares accumulated subsequent to February 28, 1947 and (ii) the aggregate amount of all dividends (other than dividends payable solely in common shares of the Company) and other distributions on or purchases for value of common shares of the Company subsequent to February 28, 1947.

ARTICLE V

THE TRUSTEES

Section 1. The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Twenty-seventh 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.

SECTION 2. 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 Twenty-seventh Supplemental Indenture other than as set forth in the Indenture; and this Twenty-seventh 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 VI

MISCELLANEOUS PROVISIONS

SECTION 1. Except in so far as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Indenture shall be deemed to be incorporated in, and made a part of, this Twenty-seventh Supplemental Indenture; and the Original Indenture, as supplemented by the Prior Supplemental Indentures, is in all respects ratified and confirmed; and the Original Indenture, the Prior Supplemental Indentures and this Twenty-seventh Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 2. Nothing in this Twenty-seventh 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 Twenty-seventh Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Twenty-seventh 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.

SECTION 3. All covenants, stipulations and agreements in this Twenty-seventh Supplemental Indenture contained by or on behalf of the Company shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 4. The headings of the several Articles of this Twenty-seventh Supplemental Indenture are inserted for convenience of reference and shall not be deemed to be a part hereof.

SECTION 5. This Twenty-seventh Supplemental Indenture may be executed in any number of counterparts, each of which 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-Illinois Gas and Electric Company has caused this Twenty-seventh Supplemental Indenture to be signed in its name and behalf by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and duly attested by its Secretary or one of its Assistant Secretaries, and Harris Trust and Savings Bank, as Trustee as aforesaid, has caused this Twenty-seventh Supplemental Indenture to be signed in its name and behalf by one of its Vice Presidents and its corporate seal to be hereunto affixed and duly attested by one of its Assistant secretaries, and C. Potter, as Individual Trustee as aforesaid, has hereunto affixed her signature and seal, as of the day and year first above written.

IOWA-ILLINOIS GAS AND ELECTRIC

COMPANY

H. R. Poe, Vice President

J. C. Décker, Secretary

HARRIS TRUST AND SAVINGS BANK, as Trustee

By R. G. Mason, Vice President

(SEAL)

ATTEST:

J. Bartolini, Assistant Secretary

C. Potter

as Individual Trustee

Signed, sealed, acknowledged and delivered by Iowa-Illinois Gas and Electric Company, Harris Trust and Savings Bank and C. Potter in the presence of:

M. Onischak

D. G. Donovan

STATE OF ILLINOIS COUNTY OF COOK S

I, T. Muzquiz, a Notary Public in and for said County in the State aforesaid, do hereby certify that on this 3rd day of October, 1991 before me personally appeared H. R. Poe and J. C. Decker, to me personally known and known to me to be the same persons whose names are subscribed to the foregoing instrument and who, being by me duly sworn, did say that they are respectively a Vice President and the Secretary of IOWA-ILLINOIS GAS AND ELECTRIC COMPANY, an Illinois corporation, one of the corporations described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate 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 said H. R. Poe and J. C. Decker severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal and delivered said instrument, and acknowledged the execution thereof to be the free and voluntary act and deed of said corporation by it voluntarily executed, and to be their own free and voluntary act, for the uses and purposes therein set forth.

I do hereby further certify that on the aforesaid day before me personally appeared R. G. Mason and J. Bartolini, to me personally known and known to me to be the same persons whose names are subscribed to the foregoing instrument and who, being by me duly sworn, did say that they are respectively a Vice President and an Assistant Secretary of HARRIS TRUST AND SAVINGS BANK, an Illinois corporation, one of the corporations described in and which executed the foregoing instrument, that the seal affixed to the foregoing instrument is the corporate 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 said R. G. Mason and J. Bartolini severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal and delivered said instrument, and acknowledged the execution thereof to be the free and voluntary act and deed of said corporation by it voluntarily executed, and to be their own free and voluntary act, for the uses and purposes therein set forth.

I do hereby further certify that on the aforesaid day before me personally appeared C. POTTER, to me personally known and known to me

to be the person named in and the same person whose name is subscribed to the foregoing instrument, and acknowledged that she signed, sealed and delivered the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year above written.

Notary Public Cook County, Illinois

My commission expires July 12, 1993.

"OFFICIAL SEAL" T. Muzquiz Notery Public, State of Illinois My Commission Expires 7/12/93

SCHEDULE A

FIRST

Real Estate in Illinois

All of the following described real estate situated in the State of Illinois:

ROCK ISLAND COUNTY

Addition to Substation R

Part of Lots 2 and 3 of Block 2, Bailey & Boyle's Addition to the City of Rock Island, State of Illinois, being more particularly described as follows: Commencing at the Southwest corner of said Lot 2; thence North eighty-nine degrees fifty-eight minutes twenty-two seconds East (N 89° 58' 22" E), along the South line of said Lot 2, twenty-two and zero one-hundredths (22.00) feet to the point of beginning; thence continuing North eighty-nine degrees fiftyeight minutes twenty-two seconds East (N 89° 58′ 22″ E), along the South line of said Lots, sixty-five and zero one-hundredths (65.00) feet; thence North twenty-eight degrees thirteen minutes nine seconds West (N 28° 18' 09"W) one hundred two and eighty-three one-hundredths (102.83) feet; thence North four degrees zero minutes four seconds West (N 04° 00' 04" W) fortyfour and seventy-three one-hundredths (44.73) feet; thence North thirty-five degrees, fifty-nine minutes forty-two seconds West (N 35° 59' 42" W) eighteen and seven one-hundredths (18.07) feet to the South line of 2nd Avenue; thence South eightynine degrees fifty-eight minutes twentytwo seconds West (S 89° 58' 22" W), along the said South line of 2nd Avenue one and ninety-seven one-hundredths (1.97) feet; thence South zero degrees fifteen minutes

nineteen seconds West (S 00° 15′ 19″W), one hundred forty-nine and eighty-eight one-hundredths (149.88) feet to the point of beginning. Grantee by accepting this conveyance agrees that any overhead installations made by it on the property shall be at a minimum of 30 feet overhead. The above described real estate contains 4,415 square feet, more or less. For the purpose of this description the South line of said Lots 2 and 3 are assumed to have a bearing of North eighty-nine degrees fifty-eight minutes twenty-two seconds East (N 89° 58′ 22″ E).

Addition to Substation 46

Part of the Northeast Quarter of the Northeast Quarter of Section 8, Township 17 North, Range 1 East of the 4th P.M., Rock Island County, Illinois, being more particularly described as follows: Commencing, as a point of reference, at the southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 8; thence North 00° 24' 57" West (assumed bearing for this survey) 380.00 feet along the west line of the Northeast Quarter of the Northeast Quarter of said Section 8; thence South 89° 42′ 57" East 320.00 feet to the southeast corner of land presently owned by Iowa-Illinois Gas & Electric Company said point being the point of beginning of the tract of land hereinafter described: thence North 00° 24' 57" West 323.83 feet along the east line of land presently owned by Iowa-Illinois Gas & Electric Company to the northeast corner thereof, said point being on the southerly right of way line of Colona Road; thence South 89° 16′ 09" East 94.27 feet; thence North 87° 26' 35" East 40.37 feet; thence South

00° 24′ 57″ East 325.10 feet; thence North 89° 42′ 57″ West 134.60 feet to the point of beginning. Containing 1.0 acres, more or less.

Moline Commercial Office

Lot Number Eight (8) except the North One Quarter (1/4) and all of Lot Number Nine (9) in Block Six (6), Atkinson's Second Addition to the City of Moline.

Substation 43 Coal Valley The South Two Hundred and Fifty (250) feet of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Number Twenty-Six (26), in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, situated in the County of Rock Island and State of Illinois. Subject to an electric transmission line easement recorded in Rock Island County Recorder's office as Document Number 63240 and excepting that tract conveyed to Coal Valley Township Cemetery and recorded in Rock Island County Recorder's Office as Document Number 659844.

Addition to Moline No. 1 Meter Station Part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Three (3) Township Sixteen North (T16N), Range One West (R1W) of the Fourth Principal Meridian (4th PM.), County of Rock Island, State of Illinois, being more particularly described as follows: Commencing at the Southwest Corner of the Southwest Quarter (SW1/4) of said Section Three (3); thence South eighty-nine degrees fifty-three minutes three seconds East (S 89° 53' 03" E) along the South line of said Southwest Quarter (SW1/4), eight hundred forty-three and thirty-one onehundredths (843.31) feet to the Point of Beginning; thence North zero degrees six minutes fifty-seven seconds East (N 00° 06' 57" E), one hundred sixty-three and four one hundredths (163.04) feet; thence South eighty-nine degrees fifty-three minutes three seconds East (S 89° 53' 03" E), one hundred and zero one-hundredths (100.00) feet; thence South zero degrees six minutes fifty-seven seconds West (S 00° 06' 57" W) along the West line of a tract of land as recorded in Deed Book 287, Page 20 of the Rock Island County Recorder of Deeds Office, one hundred sixty-three and four one hundredths (163.04) feet to the South line of the Southwest Quarter (SW1/4) of said Section Three (3); thence North eighty-nine degrees fifty-three minutes three seconds West (N 89° 53' 03" W) along the South line of said Southwest Quarter (SW1/4) one hundred and zero one-hundredths (100.00) feet to the Point of Beginning.

Substation 107

A tract of land One Hundred Twenty (120) feet North and South by Eighty (80) feet East and West in the Southwest corner of the South East Quarter of Section Twentysix (26) Township Sixteen (16) North, Range Three (3) West of the Fourth Principal Meridian, situated in Edgington Township, Rock Island County, Illinois, the South boundary line of said tract being on the South line of said Southeast Quarter of said Section Twenty-six (26), and the West boundary line of said tract being the East line of the Public Highway running North and South on the West side of said South East Quarter of said Section Twenty-six (26). Situated in the County of Rock Island and State of Illinois.

Substation 104

That part of the Southeast Quarter of the Northwest Quarter of Section 9, Township 16 North, Range 2 West of the Fourth Principal Meridian, described as follows: Commencing on the East line of said Northwest Quarter at a point 440 feet North of the Southeast Corner of said Northwest Quarter; thence West 30 feet to the place of beginning of this description and the West line of a public road running North and South along the East line of said Northwest Quarter; thence West 110 feet; thence North 140 feet; thence East 110 feet to the West line of said public road; thence South along the West line of said public road 140 feet to the place of beginning; Situated in the County of Rock Island and State of Illinois.

Substation 106

A tract of land One Hundred Twenty (120) feet East and West by Eighty (80) feet North and South in the Northwest corner of the Southwest Quarter of Section Thirty Two (32), Township Sixteen (16) North, Range Four (4) West of the Fourth Principal Meridian, situated in Buffalo Prairie Township, Rock Island County, Illinois, the North boundary line of said tract being the South R.O.W. line of County Highway R.R. running along and over the North line of said Southwest Quarter, and the West boundary line of said tract being the East R.O.W. line of a highway running along and over the West line of the said Southwest Quarter. Situated in the County of Rock Island and State of Illinois.

Substation 105

Starting at the Southeast corner of the North Half of the Northwest Quarter of Section 15, Township 16 North, Range 3 West of the 4th P.M.; thence North 167 feet to the point of beginning; thence North 150 feet; thence West 140 feet; thence South 150 feet; thence East 140 feet to the point of beginning, containing 0.482 acre. Situated in the County of Rock Island, in the State of Illinois.

Substation 108

That part of the SW 1/4 of the SW 1/4 of Section 27, Township 16 North, Range 2 West of the 4th P.M. described as follows: Commencing at the intersection of the North ROW line of a Public Highway (SA Rte. 18) and the E'ly ROW line of a public highway (SA Rte. 62,) which point is 38 ft. North of and 72 ft. East of the SW corner of said Section 27, Twp. 16 N. Range 2 West of the 4th P.M., for the place of beg. of this tract; thence East along the North ROW line of said public highway (SA Rt. 18) a distance of 100 feet; thence North parallel to the West line of said Section 27 a distance of 150 feet; thence West parallel to the North ROW line of said public highway (SA Rte. 18) a distance of 111.8 ft. to a point on the E'ly ROW line of said public highway (SA Rte. 62); thence S. 4 deg. 29 min. East along the E'ly ROW line of said public highway (SA Rt. 62) a distance of 150.5 ft. to the place of beg. Situated in Rock Island County, Illinois.

Substation 111

That part lying West of the Road (81st St.) of the North Half of the Northeast Quarter of Section 33, in Township 16 north, Range 1 West of the Fourth Principal Meridian, Rock Island County and State of Illinois, more fully described as follows, to-wit: Be-

ginning at a concrete ROW monument located at the intersection of the Southerly ROW line of County Highway No. 18 and the Westerly ROW line of a public highway, said point being 49 feet South of and 72.2 feet West of the Northeast corner of said Section 33; thence S. 87° 12' W. along the Southerly ROW line of County Highway No. 18 a distance of 225.3 feet; thence S. 00° a distance of 250.0 feet; thence N. 90° E. a distance of 137.2 feet to a point on the Westerly ROW line of a Public Highway; thence N. 18° 36' E. along said Westerly ROW line a distance of 275.4 feet to the place of beginning. Containing 1.057 acres more or less. Reserving the North 40 feet of the West 60 feet of the above described tract as a ROW Easement for ingress and egress purposes and uses for the adjoining land.

HENRY COUNTY

Addition to Moline #3
Station

Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 9, Township 16 North, Range 1 East of the 4th P.M., County of Henry, State of Illinois, being more particularly described as follows: Commencing at the Southwest Corner of the Northwest Quarter of said Section 9; thence North 0° 36' 27" East along the West line of said Northwest Quarter, 238.00 feet to the North line of a tract conveyed by Warranty Deed Document No. 245551 in the Henry County Recorder's Office, being the point of beginning for this survey; thence continuing North 0° 36' 27" East along the West line of said Northwest Quarter (NW1/4) 100.00 feet; thence South 89° 23′ 33″ East, 90.00 feet; thence South 0° 36′ 27″ West, 100.00 feet to the North line of the tract conveyed by Document No. 245551; thence North 89° 23′ 33″ West along said North line, 90.00 feet to the point of beginning.

ANR Meter Station Site

Part of the Northeast Quarter (NE1/4) of Section Thirty-one (31) Township Sixteen North (T16N) Range One East (R1E) of the Fourth Principal Meridian (4th P.M.), County of Henry, State of Illinois, being more particularly described as follows: Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of said Section Thirty-one (31); thence North ninety degrees zero minutes zero seconds East (N 90° 00' 00" E) along the North Line of said Northeast Quarter (NE1/4), seven hundred forty-eight and seventy-five onehundredths (748.75) feet to the Point of Beginning; thence continuing North ninety degrees zero minutes zero seconds East (N 90° 00′ 00" E) along said North Line two hundred eight and seventy one-hundredths (208.70) feet; thence South zero degrees zero minutes zero seconds East (S 00° 00' 00" E), two hundred eight and seventy onehundredths (208.70) feet; thence North ninety degrees zero minutes zero seconds West (N 90° 00' 00" W), two hundred eight and seventy one-hundredths (208.70) feet; thence North zero degrees zero minutes zero seconds East (N 00° 00' 00" E), two hundred eight and seventy one-hundredths (208.70) feet is the Point of Beginning.

Abandoned Substation

Lot Number One (1) in Ranson and Young's Addition to the Town of Coal Valley except-

ing that part however dedicated to the State of Illinois for a public highway. Situated in the County of Rock Island and State of Illinois.

Substation 103

A tract of land containing .58 acres, more or less, in the Northwest Quarter of Section 5, Township 16 North, Range 1 East of the 4th P.M., described as beginning at the Northwest corner of said Section 5; thence South on the West line 193.4 feet; thence East 34 feet; thence North 47° 50' East 200 feet; thence North 60 feet to the North line of the Section; thence West 183.4 feet on said North line to the point of beginning; SUBJECT to highway right of way dated 11/29/40 and recorded in Book 418 at page 571; Easement to Illinois Bell Telephone Company dated 4/28/41 and recorded in Book 448 at page 282, and to existing rights of way for highways, utilities and drainage, situated in the County of Henry in the State of Illinois.

Substation 102

The North 183 feet of the West 133 feet of the Northwest Quarter of Section 12, Township 16 North, Range 1 East of the 4th P.M., subject to any and all existing rights of way for public highways, utilities and drainage, situated in the County of Henry, in the State of Illinois.

Substation 109

That part of the West Half of the South West Quarter of Section 14, in Township 17 North, Range 1 East of the Fourth Principal Meridian, Henry County and State of Illinois, more fully described as follows: Commencing at the Southwest Corner of said Section 14; thence N 00° along the West line of said Section 14 a distance of

1919.66 feet; thence N 90° E a distance of 50 feet to the East ROW line of Ill. Rte. No. 84 to the place of beginning; thence S 87° 06′ 58″ E a distance of 638.31 feet; thence S 02° 53′ 02″ W a distance of 200 feet; thence N 87° 06′ 58″ W a distance of 200 feet; thence N 02° 53′ 02″ E a distance of 170 feet; thence N 87° 06′ 58″ W a distance of 436.80 feet to a point on the East ROW line of Ill. Rte. No. 84; thence N 00° along the East ROW line a distance of 30.04 feet to the place of beginning. Containing 1.22 acres more or less; situated in the County of Henry, and State of Illinois.

Substation 101

Commencing at the Southwest corner of a tract or parcel of land of Two (2) acres, more or less, in the Southeast corner of the South East Quarter of Section Twentyeight (28), Township Sixteen (16) North, Range One (1) East of the Fourth Principal Meridian, commencing on the South line of said South East Quarter of Section Twentyeight (28) at the point where said line intersects the Westerly Boundary Line of State Bond Issue Route No. 80, now U.S. Route 150; thence West on said South line Two Hundred Twenty-five (225) feet; thence North to the Westerly Boundary line of U.S. Route 150; thence Southerly on said Westerly Boundary line to the place of commencement, which was conveyed to Robert M. Bahnsen by deed by Duane Cole and Vera Cole, husband and wife, dated December 1, 1950, and recorded in the Recorder's Office of Henry County, Illinois in Book 534 at page 223 as Document No. 20382, to the record of which deed reference is made; thence running North along the West line

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of above described tract of parcel to a point One Hundred Forty (140) feet North of the North line of Highway on the South side of above tract or parcel; thence West Seventy (70) feet; thence South to a point Seventy (70) feet directly West of the point of commencement on the North line of Highway; thence East Seventy (70) feet to point of commencement; situated in the County of Henry in the State of Illinois.

Former Orion Commercial Office

Beginning at a point Seventy-three (73) feet South of the North East corner of Lot Four (4), running thence West One Hundred Fourteen (114) feet; thence South Seven (7) feet; thence East One hundred fourteen (114) feet; thence North Seven (7) feet to the place of beginning, in Lot Four (4), Block Two (2); Also beginning at the North East corner of Lot Three (3), running thence West One-hundred Fourteen (114) feet; thence South fifty five (55) feet; thence East One Hundred Fourteen (114) feet; thence North Fifty Five (55) feet, to the place of beginning in Lot Three, in Block Two (2); Also beginning at a point One Hundred Ten (110) feet South of the North West Corner of Lot Four (4) in Block Two (2), and running thence South Twenty Nine (29) feet; thence West Thirty Six (36) feet; thence North 29 feet; thence East 36 feet to the place of beginning; All in Lots Three (3), and Four (4), in Block Two (2), in the Original Town, now Village of Orion, situated in the County of Henry, in the State of Illinois.

Orion Service Center

The West One Hundred and Fifty Feet (W 150') of Block Fourteen (14) in Lloyd, Higgins and Trego's Addition to the Village

of Orion; Also A parcel of land in the Northwest Quarter (NW1/4), Section Twentyseven (27), Township Sixteen North, Range One (1) East of the Town of Orion, Henry County, Illinois, bounded and described as follows: Bounded on the North by the South Line of Block 14 in Lloyd, Higgins and Trego's Addition to the Town of Orion; on the East by the West Line of 3rd Street; on the South by a line 50 feet northerly from and parallel with the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track; on the West by the East Line of 4th Street; Also all that part of Block 14 of Lloyd, Higgins and Trego's Addition to the Original Town, now Village of Orion, described as follows: Beginning at a point on the North line of said Block 14 one hundred (100) feet West of the Northeast corner of said Block 14, thence South one Hundred (100) feet to the South line of said Block 14, thence West one hundred twenty-five (125) feet along the South line of Block 14, thence North one hundred (100) feet to the North line of Block 14, thence East one hundred twenty-five (125) feet to the point of beginning; Also Lots Nine (9) and Ten (10) of the replat of Chicago, Rock Island and Pacific Railroad Right-of-Way and Depot grounds in the Village of Orion; Also part of the former Chicago, Rock Island and Pacific Railroad Company right-ofway in the Northwest Quarter (NW1/4) of Section Twenty-seven (27), Township Sixteen (16) North, Range One (1) East of the Fourth Principal Meridian (4th P.M.), Village of Orion, County of Henry, State of Illinois, more particularly described as follows:

Commencing at the Northwest corner of Center Lot One (1) in Larson's First Addition in said village; thence North 87° 29' 58" West along the Northerly line of said former right-of-way One hundred ninety-five and eighteen one-hundredths (195.18) feet to the place of beginning; thence continuing North 87° 29' 58" West along said Northerly line Two hundred forty-two and ninetythree one-hundredths (242.93) feet to the centerline of vacated 11th Street; thence South 0° 23' 0" West along said centerline extended South One hundred and seven one-hundredths (100.07) feet to the Southerly line of said former right-of-way; thence South 87° 29' 58" East along said Southerly line Two hundred forty-three and sixty onehundredths (243.60) feet; thence North 0° 0' East One hundred and ten onehundredths (100.10) feet to the place of beginning. Containing 0.559 acres, more or

Excess Storage Area, Orion All of that piece of land lying east of the right of way of the Chicago, Burlington & Quincy Rail Road and West of Block Number One (1) in Levi Higgins Addition to the Village of Orion, Henry County, Illinois, except a strip of land 40 feet wide off of the east side of said piece of land, all in the South Half of the South West Quarter of the South East Quarter of Section Twentyone (21), Township Sixteen (16) North, Range One (1) East of the Fourth (4th) Principal Meridian.

MERCER COUNTY

Reynolds Service Center

A certain piece of land situated in Township of Preemption, County of Mercer and State of Illinois, described as follows: Commencing at the Northwest corner of Section Number Six (6) in Township Number Fifteen (15) North, Range Two (2) West of the Fourth (4th) Principal Meridian, thence South Two Hundred Fifty (S.250) feet; thence East Four Hundred Ninety-five (E.495) feet; thence North Two Hundred Fifty (N.250) feet; thence West to place of beginning, with the exception of the right of way of the Rock Island Railroad Company and that part of said land that lays East of the said railroad Right of Way and conveyed by deed to Charles R. Ainsworth and wife and Charles H. Ainsworth and wife to the Standard Oil Company.

Land Adjacent to Reynolds Service Center Part of the Northwest Quarter of Section 6, Township 15 North, Range 2 West of the 4th P.M., being part of Lots 3 and 5 of the Subdivision of Government Lot 2 and being more particularly described as follows: Commencing, as a point of reference, at the Northwest Corner of the Northwest Quarter of said Section 6; thence East 188.09 feet along the North line of the Northwest Quarter of said Section 6 to the point of beginning of the following described tract of land: thence continuing East 121.65 feet along the North line of the Northwest Quarter of said Section 6; thence Southeasterly 285.25 feet along a 1576.71 foot radius curve concave Northeasterly, having a chord bearing and dimension of South 41° 07' 49" East 284.86 feet to the East line of

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Lot 2 of the Subdivision of Government Lot 2; thence South 13° 09′ 53″ East 185.31 feet to a point that is 535 feet East and 395 feet South of the Northwest Corner of the Northwest Quarter of said Section 6; thence West 139.50 feet along a line 395 feet South of and parallel with the North line of the Northwest Quarter of said Section 6; thence North 00° 33' 51" West 47.00 feet along a line parallel with the West line of the Northwest Quarter of said Section 6; thence West 19.00 feet along a line parallel with the North line of the Northwest Quarter of said Section 6; thence North 00° 33' 51" West 98.00 feet along a line parallel with the West line of the Northwest Quarter of said Section 6; thence East 11.25 feet along a line parallel with the North line of the Northwest Quarter of said Section 6; thence Northwesterly 322.25 feet along a 1676.71 foot radius curve concave Northeasterly, having a chord bearing and distance of North 39° 00' 45" West 321.76 feet to the point of beginning. Excepting that part of the Northwest Quarter of Section 6, Township 15 North, Range 2 West of the 4th P.M., being more particularly described as follows: Commencing, as a point of reference, at the northwest corner of the Northwest Quarter of said Section 6; thence South 00° 33' 51" East 250.02 feet along the west line of the Northwest Quarter of said Section 6; thence East 376.93 feet along a line parallel with the north line of the Northwest Quarter of said Section 6 to the point of beginning of the tract of land hereinafter described: thence continuing East 126.01 feet; thence South 13° 09' 53" East 148.91 feet; thence West 139.50 feet; thence North 00° 33′ 51″ West 47.00 feet; thence West 19.00 feet; thence North 00° 33′ 51″ West 98.00 feet to the point of beginning.

SECOND

Real Estate in Iowa

All the following described real estate situated in the State of Iowa:

SCOTT COUNTY

Parking Lot 2nd & Pershing Davenport

Lots 1 and 2 and the West 32 feet of Lot 3 in Block 65 in LeClaire's 4th Addition to the City of Davenport, Scott County, Iowa.

Future T.B.S. Site

Lot Three (3), Block Two (2) in Joe Wagner's Subdivision in Section Two (2) and Eleven (11), Township Seventy-eight (78) North, Range Three (3), East of the 5th P.M., Scott County, Iowa.

WAPELLO COUNTY

Property Adjacent to Ottumwa Service Building Lots One (1), Two (2) and Three (3) in Charles Blake's Subdivision of Out Lot Twelve (12) in the City of Ottumwa, Wapello County, Iowa.

JOHNSON COUNTY

Substation Y

Lot 6, BDI 5th Addition to Iowa City, Johnson County, Iowa

LINN COUNTY

Pipeline Valve Site

That Part of the Northwest Quarter (NW¹/₄) of Section Thirty-six (36), Township Eighty-two North (T82N), Range Seven West (R7W) of the Fifth Principal Meridian, Linn County, Iowa, described as follows: Beginning at a point on the West Line of said Northwest Quarter (NW¹/₄) which is

One Thousand Six Hundred Sixty-nine (1669.0) Feet South of the Northwest corner of said Northwest Quarter (NW¼); thence East at right angles One Hundred Thirty-three (133.0) feet; thence South Parallel with said West line One Hundred (100.0) feet; thence West at right angles One Hundred Thirty-three (133.0) feet to said West line; thence North One Hundred (100.0) feet to the point of beginning, containing 0.30 acre including present established roadway easement of 0.08 acre along the West line thereof, and also subject to other easements of record.

Regulator Station Site

That part of the Southwest Quarter (SW1/4) of Section Three (3), Township Eighty-two North (T82N), Range Eight West (R8W) of the Fifth Principal Meridian, Linn County, Iowa, as described as follows: Commencing at a point on the West line of said Southwest Quarter (SW1/4) which is Five Hundred Forty (540.00) feet North of the Southwest corner of said Southwest Quarter (SW1/4); thence East at right angles Fifty (50.00) feet to the East line of an existing county road right of way as recorded in Warranty Deed Book 1901 at Page 241, Linn County Recorder's office, and point of beginning; thence continuing East One Hundred (100.00) feet; thence North at right angles parallel with said West line Two Hundred (200.00) feet; thence West at right angles One Hundred (100.00) feet to said East right of way line; thence South Two hundred (200.00) feet to the point of beginning, containing 0.46 acre.

BENTON COUNTY

Regulator Station Site

That part of the Northeast Quarter (NE1/4) of Section Fourteen (14), Township Eightythree North (T83N), Range Nine West (R9W) of the Fifth Principal Meridian, Benton County, Iowa, as described as follows: Beginning at a point on the east line of said Northeast Quarter (NE1/4) which is two hundred Seventy-five (275.00) feet South of the Northeast corner of said Northeast Quarter (NE1/4); thence West at right angles two hundred eight and seven tenths (208.7) feet; thence South at right angles two hundred eight and seven tenths (208.7) feet parallel with said East line; thence East at right angles two hundred eight and seven tenths (208.7) feet to said East line; thence North Two hundred eight and seven tenth (208.7) feet to the point of beginning, containing 1.00 acre including present established roadway easement of 0.16 acre along the east side thereof.

THIRD

The following described gas feeder lines located in the States of Illinois and Iowa including all pipe, metering and regulating equipment, easements and rights-of-way, permits and other property forming a part thereof or appertaining thereto:

FEEDER LINES

The 6-inch feeder line, 9.50 miles in length, extending from a point in Section 33, Township 74 North, Range 14 West of the 5th P.M., Mahaska County, Iowa to the town of Eddyville, Wapello County, Iowa.

The 12-inch feeder line, 3.46 miles in length, extending from a point in Section 31, Town-

ship 16 North, Range 1 East of the 4th P.M., Henry County, Illinois to a point in Section 12, Township 16 North, Range 1 West of the 4th P.M., Rock Island County, Illinois.

The 8-inch feeder line, 5.34 miles in length, extending from Moline #1 Meter Station in Section 3, Township 16 North, Range 1 West of the 4th P.M. Rock Island County, Illinois to Moline #3 Meter Station in Section 9, Township 16 North, Range 1 East of the 4th P.M., Henry County, Illinois.

FOURTH

All electric generating plants and electric transmission and distribution systems of the Company located in the States of Illinois and Iowa, including all power houses, buildings, structures, dams, reservoirs, boilers, pipes, turbines, generators, electrical and mechanical equipment, conduits, conductors, poles, wires, insulators, transformers, capacitors, services, meters, easements, rights-of-way and other property forming a part of or appertaining to said electric generating plants and electric transmission and distribution systems, or any of them, including, without limiting the generality of the foregoing, the following described property:

ELECTRIC SUBSTATIONS

Substation L, West side of Capitol St., north of Lafayette, Iowa City, Iowa.
Substation K, Highway 6 West, Tiffin, Iowa.
Substation 30, Rock Island Arsenal, Rock Island, Illinois.
Substation 101 in Section 28, T.16N., R.1E. of 4th P.M., Henry County, Illinois.
Substation 102 in Section 12, T.16N., R.1E. of 4th P.M., Henry County, Illinois.

Substation 103 in Section 5, T.16N., R.1E. of 4th P.M., Henry County, Illinois.

Substation 104 in Section 9, T.16N., R.2W of 4th P.M., Rock Island County, Illinois. Substation 105 in Section 15 T.16N., R3W of 4th P.M., Rock Island County, Illinois. Substation 106 in Section 32 T16N., R4W of 4th P.M., Rock Island County, Illinois. Substation 107 in Section 26 T.16N., R3W of 4th P.M., Rock Island County, Illinois. Substation 108 in Section 27 T.16N., R2W of 4th P.M., Rock Island County, Illinois. Substation 109 in Section 14 T.17N., R1E. of 4th P.M., Henry County, Illinois. Substation 111 in Section 33 T.16N., R1W of 4th P.M., Rock Island County, Illinois.

ELECTRIC TRANSMISSION LINES

Line	Voltage	Length in Miles
Tiffin Substation K to Coralville Substation P (single)	161,000	7.20
Rock Island circuits 66-PR-1 and 66-PR-2 to Rock Island Arsenal Substation 30 (double)	69,000	0.20
Coralville circuit 66-JP-1 to Iowa City Substation U (double)	161,000	0.38
Hills Substation to Iowa City Substation E (single)	161,000	6.60
Substation 102 to Substation 27 (single)	69,000	6.00
Substation 103 to switch #1023 (single)	69,000	3.00
Substation 101 to Substation 102 (single)	69,000	6.00
Substation 111 to Substation 101 (single)	69,000	6.00
Substation 108 to Substation 111 (single)	69,000	6.00
Substation 108 to Substation 104 (single)	69,000	4.00
Substation 104 to Substation 18 (single)	69,000	3.75
Substation 107 to Substation 108 (single)	69,000	4.50
Substation 105 to switch #1020 (single)	69,000	3.00
Substation 106 to Substation 107 (single)	69,000	10.00
Substation 109 to switch #1024 (single)	69,000	0.25