
IOWA SOUTHERN UTILITIES COMPANY

TO

THE FIRST NATIONAL BANK OF CHICAGO

COMPARED

AND

RICHARD D. MANELLA

As Trustees

FILED NO. **851**

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Fee \$130.00

SUPPLEMENTAL INDENTURE

Dated September 1, 1992

**Providing for the Issuance of First Mortgage Bonds,
7¼% Series due September 1, 2007, of Iowa Southern Utilities Company**

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This Supplemental Indenture dated as of the 1st day of September 1, 1992 between **Iowa Southern Utilities Company**, a corporation organized and existing under the laws of the State of Iowa (hereinafter sometimes called the "Company", which is the surviving corporation pursuant to the Agreement and Plan of Reorganization, dated as of February 28, 1986, between Iowa Southern Utilities Company, a corporation organized under the laws of the State of Delaware, hereinafter called "Old ISU", and the Company), party of the first part, and **The First National Bank of Chicago**, a national banking association, and Richard D. Manella, as Trustees (both of whom are hereinafter referred to as the "Trustees" and the first mentioned of whom is hereinafter referred to as the "Corporate Trustee" and last mentioned of whom, together with his predecessors in the trust, Harold H. Rockwell, Sheldon A. Weaver, Thomas H. Jolls, and Charles H. Cory II, is hereinafter referred to as the "Individual Trustee"), parties of the second part,

W I T N E S S E T H:

WHEREAS, a certain Indenture or Deed of Trust (hereinafter sometimes termed the "Original Indenture") dated as of the 1st day of February, 1923, was made between Old ISU, as party of the first part, and The Northern Trust Company and Harold H. Rockwell, as Trustees, as parties of the second part, whereby Old ISU mortgaged and pledged to the said Trustees and their successors in the trust and assigns, all and singular its properties, real, personal and mixed, then owned, or which might thereafter be acquired (except certain property expressly excepted and reserved from the lien thereof), for the purpose of securing the payment of the principal and interest of all bonds at any time issued and outstanding under the Original Indenture and to secure the performance and observance of all the covenants and conditions upon which the said bonds might be issued, received and held, in trust, and subject to the agreements, covenants and conditions expressed in the Original Indenture, which Original Indenture or indentures supplemental thereto were duly recorded in the following counties, in the State of Iowa, to-wit: Adair, Adams, Appanoose, Boone, Calhoun, Clarke, Dallas, Davis, Decatur, Des Moines, Henry, Ida, Jasper, Jefferson, Keokuk, Lee, Louisa, Lucas, Madison, Mahaska, Marion, Marshall, Monroe, Muscatine, Polk, Poweshiek, Ringgold, Sac, Tama, Taylor, Union, Wapello, Warren, Washington, Wayne, Webster, and Woodbury; and

WHEREAS, pursuant to the provisions of Section 17.15, 17.16 and 17.17 of Article XVII of the Supplemental Indenture dated October 2, 1945 of the Amended Indenture, as hereinafter described, by an instrument in writing dated January 24, 1986 duly executed by the Company and by an instrument in writing dated March 1, 1985 duly executed by The First National Bank of Chicago as Trustee, by its Vice President under its seal, The First National Bank of Chicago was appointed successor in trust as said Corporate Trustee, and whereas the said The First National Bank of Chicago accepted such appointment effective March 3, 1985, and Richard D. Manella, an officer of said The First National Bank of Chicago, was appointed successor in trust to the said Individual Trustee, and whereas the said Richard D. Manella accepted such appointment effective March 3, 1985; and

WHEREAS, pursuant to an Agreement and Plan of Reincorporation Merger, dated as of February 28, 1986 (the "Agreement and Plan of Reincorporation Merger"), between Old ISU and

the Company, Old ISU was merged with and into the Company, with the Company being the surviving corporation (the "Merger"), and by Supplemental Indenture dated as of May 31, 1986, the Company expressly assumed the due and punctual payment of the principal of and the interest and premium (if any) on all First Mortgage Bonds then outstanding according to their tenor, and the due and punctual performance and observance of all of the terms, covenants and conditions of the Indenture to be kept or performed by old ISU; and

WHEREAS, heretofore and at various times Old ISU duly executed and delivered to The Northern Trust Company and Harold R. Rockwell or Sheldon A. Weaver or Thomas H. Jolls or Charles H. Cory II, as Trustees, various supplemental indentures to the Original Indenture, including in particular a supplemental indenture to the Original Indenture dated as of October 2, 1945, assented to by the holders of all the bonds at the time outstanding under the Original Indenture (other than bonds called for redemption with funds deposited with the Corporate Trustee), wherein and whereby the Original Indenture was modified and amended, certain property was released from the lien of the Original Indenture, and all articles, covenants and provisions thereof subsequent to the granting clauses thereof were rewritten as Articles I to XXII, inclusive (the said Original Indenture as so modified and amended being herein termed the "Amended Indenture"); and

WHEREAS, all mortgages or trust indentures prior in lien to the lien of the Original Indenture or the Amended Indenture have been satisfied and discharged of record and the Original Indenture and the Amended Indenture are now a first mortgage lien upon the properties subject thereto; and

WHEREAS, all bonds heretofore issued under the Original Indenture or the Amended Indenture have, as of September 1, 1992, been retired except the following described outstanding First Mortgage Bonds:

<u>Dated</u>	<u>Series</u>	<u>Principal Amount</u>	<u>Due Date</u>
June 1, 1967	6 $\frac{1}{8}$ %	\$ 8,000,000	June 1, 1997
February 1, 1973	7 $\frac{9}{8}$ %	\$10,000,000	February 1, 2003
February 1, 1977	5.95%	\$10,000,000	February 1, 2007
January 1, 1978	8 $\frac{3}{4}$ %	\$15,000,000	January 1, 2008
July 1, 1991	9 $\frac{1}{8}$ %	\$21,000,000	July 1, 2001

and the Company desires and intends to issue under the provisions of the Amended Indenture \$30,000,000 aggregate principal amount of bonds of a series to be created by this Supplemental Indenture; and

WHEREAS, the Amended Indenture provides, in Sections 2.02 and 2.03 thereof, that bonds may be issued thereunder in series and for the execution and delivery of a supplemental indenture setting forth the general form of the bonds of such series, whether coupon bonds or registered bonds without coupons or both, which it shall be determined to issue and the general

form of coupon appertaining to the coupon bonds of such series and that the text thereof so set forth shall conform substantially to the tenor and purport of the general form of coupon bond, general form of registered bond without coupons and general form of coupon set forth in Section 14 of Article II of the Original Indenture as heretofore amended by the Supplemental Indenture dated as of May 2, 1940, with such additional and other "variable provisions of series" as may be fixed for the particular series provided for in such supplemental indenture; and

WHEREAS, the Company desires, pursuant to the provisions of Sections 2.03 and Section 22.03 of the Amended Indenture to provide, by the execution and delivery of this Supplemental Indenture, for the issuance under the Amended Indenture of registered bonds without coupons of a series to be designated "First Mortgage Bonds, 7¼% Series due September 1, 2007," to be substantially in the form and to contain the terms and provisions hereinafter set forth; and to assign, convey, mortgage, pledge, transfer and set over unto the Trustees additional property or properties of the Company acquired by the Company subsequent to the execution and delivery of the Original Indenture and not heretofore specifically described in the Original Indenture or any indenture supplemental thereto or in the Amended Indenture for the purpose of confirming the lien of the Original Indenture and the Amended Indenture thereon; to provide for the redemption and redemption prices of the bonds of such Series, to add to the covenants contained in the Amended Indenture certain additional covenants in respect of the bonds of such Series hereafter to be observed by the Company; and

WHEREAS, the execution and delivery of this Supplemental Indenture and the issue of bonds as in this Supplemental Indenture and the Amended Indenture provided have been duly authorized by resolutions duly adopted by the Board of Directors of the Company, and have been in all other respects duly authorized; and

WHEREAS, all things necessary to make said bonds, when duly issued and executed by the Company and authenticated and delivered by the Corporate Trustee, valid, binding and legal obligations of the Company and to make the Amended Indenture and this Supplemental Indenture valid, binding and legal instruments for the security thereof have been done and performed.

NOW, THEREFORE, Iowa Southern Utilities Company in consideration of the premises and One Dollar (\$1.00) to it paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, for the purposes hereinabove recited, and in particular for the purpose of creating a series of bonds to be designated "First Mortgage Bonds, 7¼% Series due September 1, 2007" and establishing the form and terms thereof, does hereby covenant to and with the Trustees, as follows:

ARTICLE I.

PROVISIONS IN RESPECT OF THE BONDS OF THE 7¼% SERIES

DUE SEPTEMBER 1, 2007

Section 1. There is hereby created for issuance under the provisions of the Amended Indenture a series of bonds designated "First Mortgage Bonds, 7¼% Series due September 1, 2007" hereinafter termed bonds of said Series due September 1, 2007 or bonds of said Series.

Section 2. In accordance with the provisions of Sections 2.02 and 2.03 of the Amended Indenture the following "variable provisions of series" are hereby fixed for the bonds of said Series due September 1, 2007 and shall be appropriately expressed in the bonds of said Series and in the general forms thereof hereinafter set forth:

(a) The designation of said Series is 7¼% Series due September 1, 2007 and the full title to be borne by the bonds of said Series is "First Mortgage Bonds, 7¼% Series due September 1, 2007."

(b) The date to be borne by the bonds of said Series is as provided in the Amended Indenture. The date of the bonds of said Series issued prior to March 1, 1993, shall be September 1, 1992.

(c) The date of maturity of the bonds of said Series is September 1, 2007.

(d) The rate of interest to be borne by the bonds of said Series is seven and one-fourth percent (7¼%) per annum from the date thereof until the Company's obligation with respect to the payment of the principal amount thereof shall be discharged, whether before or after maturity thereof. To the extent that the payment thereof is enforceable under applicable law, interest at the rate of 7¼% per annum shall also be payable on overdue installments of interest on the bonds of said Series.

(e) Payment of interest on the bonds of said Series shall be made on March 1 and September 1 of each year commencing in 1993.

(f) The currency in which the principal of and premium, if any, and interest on the bonds of said Series shall be payable is lawful money of the United States of America.

(g) The place for the payment of the principal of and premium, if any, and interest on the bonds of said Series is the office of the Corporate Trustee or its successor as such Corporate Trustee, in the City of Chicago, State of Illinois, and such place in the Borough of Manhattan, City and State of New York, if any, as the Company may hereafter designate.

(h) The maximum aggregate principal amount of bonds of said Series that may be issued under the Amended Indenture is Thirty Million Dollars (\$30,000,000); provided that this subdivision (h) shall not be deemed or construed to affect the amount of bonds of said Series that may be issued upon transfer of or in exchange for bonds previously outstanding or that may be issued pursuant to Section 2.12 of the Amended Indenture in lieu of lost, stolen, destroyed or mutilated bonds of said Series.

(i) The bonds of said Series shall be issuable as registered bonds without coupons of the denomination of One Thousand Dollars (\$1,000) and any multiple thereof.

(j) The place for the registration of the bonds of said Series shall be the office of the Corporate Trustee, or its successor as such Corporate Trustee, in the City of Chicago, State of Illinois.

(k) The bonds of various denominations of said Series shall be interchangeable one with the other, all as hereinafter in this Section set forth.

(l) The bonds of said Series shall be redeemable prior to maturity subject to the provisions of the Amended Indenture, except as otherwise provided herein, as follows:

(i) at the option of the Company at any time, in whole or in part, upon notice to be given as hereinafter provided, and in the manner provided in Article X of the Amended Indenture at the general redemption prices set forth in the Form of Reverse of Bonds in Section 3 hereof, together with accrued interest to the date fixed for redemption;
or

(ii) in the event that all or substantially all of the property of the Company used or useful in the electric utility business of the Company shall be taken by the exercise of the power of eminent domain under circumstances requiring redemption under Section 1 of Article III of the Supplemental Indenture dated October 1, 1945 of all of the bonds issued under the Original Indenture and the Amended Indenture, upon notice of redemption to be given as hereinafter provided, at the principal amount thereof, without premium, and unpaid interest accrued thereon to the date fixed for redemption.

In case of redemption of all or part of the bonds of said Series, notice of intention to redeem shall be sufficiently given if mailed not less than thirty (30) nor more than ninety (90) days before the date fixed for redemption, which date shall be a date not more than ninety (90) days after the date on which the proceeds of such taking by eminent domain shall have been received by the Company, first class mail postage prepaid (by registered mail if the Company so elects) to each registered owner of the bonds to be redeemed at his address as listed on the registration books.

(m) No transfer of any bond or bonds of said Series shall be valid unless made on the books of the Company to be kept for that purpose at the office of the Corporate Trustee in the City of Chicago, State of Illinois, by the registered owner in person or by an attorney duly authorized and similarly noted on such bond or bonds.

The registered owner of any bond or bonds of said Series, at its option, may surrender the same, accompanied by a written instrument of transfer in form approved by the Corporate Trustee duly executed by the registered owner or its duly authorized attorney, at the office of the Corporate Trustee in the City of Chicago, State of Illinois, for cancellation in exchange for another or other bonds of the same series as the bond or bonds so surrendered of other authorized denominations of an aggregate principal amount equal to the aggregate principal amount of the bond or bonds so surrendered and bearing interest as provided herein and in the Amended Indenture; all upon payment of the charges and subject to the terms and conditions specified in the Amended Indenture. Thereupon the Company shall execute and deliver to the Corporate Trustee and the Corporate Trustee shall authenticate and deliver such other bonds to such registered owner.

Section 3. The text of the bonds of said Series shall conform substantially to the form of bond of the said Series hereinafter set forth.

[GENERAL FORM OF FACE OF REGISTERED BOND OF
7¼% SERIES DUE SEPTEMBER 1, 2007]

IOWA SOUTHERN UTILITIES COMPANY
(Incorporated under the laws of the State of Iowa)

First Mortgage Bond, 7¼% Series due September 1, 2007

No. \$ _____

Iowa Southern Utilities Company, a corporation organized and existing under and by virtue of the laws of the State of Iowa (hereinafter called the Company), for value received, hereby promises to pay _____ or registered assigns, on the first day of September, 2007, at the office of The First National Bank of Chicago, the Corporate Trustee under the Indenture hereinafter mentioned, or its successor as such Corporate Trustee, in the City of Chicago, State of Illinois, or, at the option of such registered owner, at the office or agency, if any, of the Company in the Borough of Manhattan, City and State of New York, the sum set forth above in lawful money of the United States of America, and to pay to the registered owner hereof interest thereon from September 1, 1992, or from the most recent date to which interest has been paid or duly provided for, at the rate of seven and one-fourth percent (7¼%) per annum, in like money, until the Company's obligation with respect to the payment of such principal shall be discharged (whether before or after maturity hereof), together with interest at the rate of seven and one-fourth percent (7¼%) per annum on overdue installments of interest to the extent that

payment thereof is enforceable under applicable law; said interest being payable at said office of the Corporate Trustee or at said office or agency, if any, of the Company in the Borough of Manhattan, City and State of New York, on the first day of March and on the first day of September in each year. This bond may not be exchanged or transferred for a period of ten days next preceding any interest payment date.

This bond shall not be valid or become obligatory for any purpose unless and until The First National Bank of Chicago, as Corporate Trustee under the Indenture, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

The provisions of this bond are continued on the reverse hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, IOWA SOUTHERN UTILITIES COMPANY has caused this bond to be signed in its name by the manual or facsimile signature of its President or a Vice President and its corporate seal to be hereto affixed, or a facsimile reproduction thereof to be hereon endorsed, engraved or printed, and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary.

IOWA SOUTHERN UTILITIES COMPANY

By _____
Executive Vice President and
Chief Financial Officer

ATTEST:

Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds of the series designated herein, described in the within mentioned Indenture.

THE FIRST NATIONAL BANK OF CHICAGO,
As Corporate Trustee

By _____
Authorized Officer

[FORM OF REVERSE OF BONDS]

This bond is one of a duly authorized issue of bonds of the Company, known as its First Mortgage Bonds, of the series and designation indicated on the face hereof, which issue of bonds consists or may consist of several series of varying denominations, dates and tenor, all issued and to be issued under and equally secured (except insofar as a sinking fund, or similar fund, established in accordance with the provisions of the Indenture hereinafter mentioned may afford additional security for the bonds of any specific series) by an Indenture dated February 1, 1923, executed by the Company to The Northern Trust Company and Harold H. Rockwell, as Trustees (who, together with their successors, as of any particular time, in the trusts reposed in them, are herein called the Trustees and the former of whom, together with its successors as of any particular time, in the trusts reposed in it, is herein called the "Corporate Trustee"), as amended by the Supplemental Indenture dated October 2, 1945 and the Supplemental Indenture dated October 2, 1953, and supplemented by the Supplemental Indenture dated October 1, 1945, the Supplemental Indenture dated January 1, 1948 and the Supplemental Indenture dated September 1, 1950, and as amended and supplemented by the Supplemental Indenture dated February 1, 1953, and as amended and supplemented by the Supplemental Indenture dated August 1, 1957, and as supplemented by the Supplemental Indenture dated September 1, 1962, and as supplemented by the Supplemental Indenture dated June 1, 1967, and as supplemented by the Supplemental Indenture dated February 1, 1973, and as amended and supplemented by the Supplemental Indenture dated February 1, 1975 and as supplemented by the Supplemental Indentures dated July 1, 1975 and September 2, 1975, and as amended by the Supplemental Indenture dated March 10, 1976, and as supplemented by the Supplemental Indenture dated February 1, 1977, and as supplemented by the Supplemental Indenture dated January 1, 1978, and as amended and supplemented by the Supplemental Indenture dated March 1, 1979, and as amended and supplemented by the Supplemental Indenture dated March 1, 1980, and as supplemented by the Supplemental Indenture dated May 31, 1986, and as supplemented by the Supplemental Indenture dated July 1, 1991, and as supplemented by the Supplemental Indenture dated September 1, 1992 creating the series of bonds designated 7¼% Series due September 1, 2007, which series is limited to the aggregate principal amount of Thirty Million Dollars (\$30,000,000) (such Indenture, as amended and supplemented, being herein called the "Indenture"). Reference is hereby made to the Indenture for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of the bonds as to such security, and the terms and conditions upon which the bonds may be issued under the Indenture and are secured. The principal hereof may be declared or may become due on the conditions, in the manner and at the time set forth in the Indenture, upon the happening of a default or certain other events as in the Indenture provided.

This bond shall be redeemable at the option of the Company at any time in whole or in part upon at least thirty (30) days prior notice given as provided in the Indenture, at the general redemption prices which shall consist of the following percentages of the principal amount hereof, together in each case with accrued interest to the date fixed for redemption:

GENERAL REDEMPTION PRICES

If redeemed during 12 months' period
beginning September 1:

2002.	101.70%
2003.	101.13%
2004.	100.57%
2005.	100.00%
2006.	100.00%

The bonds of said Series due September 1, 2007 shall be redeemable prior to maturity, in the event that all or substantially all of the property of the Company used or useful in the electric utility business of the Company shall be taken by the exercise of the power of eminent domain under circumstances requiring redemption under Section 1 of Article III of the Supplemental Indenture dated October 1, 1945 of all of the bonds issued under the Indenture, at the principal amount thereof, without premium, and unpaid interest accrued thereon to the date fixed for redemption.

The Indenture contains a covenant by the Company providing in substance that in case of any such taking of such property the Company shall take all steps necessary to call for redemption all of the bonds at the time outstanding under the Indenture and that the proceeds (other than tangible property, if any) from such property so taken, in excess of the amount thereof required to be deposited with the trustee under any indenture securing obligations which shall be a lien on the property so taken or on such proceeds prior to the Indenture, shall be deposited by the Company with the Corporate Trustee and shall be applied by the Corporate Trustee to the payment of all bonds then outstanding at the applicable redemption price and if such proceeds shall be insufficient to redeem all of such bonds and if the Company shall fail to deposit with the Corporate Trustee an additional amount sufficient to redeem all of such bonds as aforesaid, then such proceeds, together with additional cash, if any, that may have been so deposited by the Company, shall be applied by the Corporate Trustee on the redemption date to the payment ratably of the whole amount of the principal, premium, if any, and interest then due on such bonds, all as provided in the Indenture.

This bond is transferable as prescribed in the Indenture by the registered owner hereof in person, or by its duly authorized attorney, at the office of the Corporate Trustee in the City of Chicago, State of Illinois, upon surrender and cancellation of this bond, and thereupon a new registered bond, of the same series and principal amount, will be issued to the transferee in exchange therefor; all upon payment of the charges, if any, and subject to the terms and conditions specified in the Indenture.

The registered owner of any bond or bonds of said Series due September 1, 2007, at its option may surrender the same, accompanied by a written instrument of transfer in form approved by the Corporate Trustee duly executed by the registered owner or its duly authorized attorney,

at the office of the Corporate Trustee, in the City of Chicago, State of Illinois, for cancellation, in exchange for another or other registered bonds of said Series due September 1, 2007, of other authorized denominations, of an aggregate principal amount equal to the aggregate principal amount of the bond or bonds surrendered; all upon payment of the charges, if any, and subject to the terms and conditions specified in the Indenture.

With the consent of the Company and to the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and/or of the holders of the bonds and/or coupons, and/or the terms and provisions of the Indenture and/or of any instruments supplemental thereto, may be modified or altered by the affirmative vote of the holders of at least eighty percent (80%) in principal amount of the bonds then outstanding under the Indenture and any instruments supplemental thereto (excluding bonds challenged and disqualified from voting by reason of the Company's interest therein as provided in the Indenture); provided that no such modification or alteration intended to effect or permit the extension of the maturity of the principal of any bond or the reduction in the rate of interest thereon or any other modification in the terms of payment of such principal or interest or the taking of certain other action, as more fully set forth in the Indenture, shall be effective as to any bond the holder of which has not assented to such modification or alteration.

The Company and the Trustees may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest and premium, if any, hereon and for all other purposes, and shall not be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond against any subscriber to the capital stock, incorporator, or any past, present or future stockholder, officer or director of the Company or of any predecessor or successor corporation, either directly or through the Company, or through any such predecessor or successor corporation, or through any receiver, or any trustee in bankruptcy, 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 being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released, as more fully provided in the Indenture.

[END OF BOND FORM]

Section 4. The Company hereby appoints The First National Bank of Chicago and its successor from time to time as Corporate Trustee under the Amended Indenture, as agent of the Company, with the title of Registrar, for the registration and transfer of bonds of said Series due September 1, 2007.

ARTICLE II.

DESCRIPTION OF ADDITIONAL PROPERTY SUBJECT TO LIEN.

Section 1. For the purpose of confirming the lien of the Original Indenture and the Amended Indenture on the properties hereinafter described, the Company has granted, bargained, sold, warranted, conveyed, transferred, mortgaged, pledged and assigned and does hereby grant, bargain, sell, warrant, convey, transfer, mortgage, pledge and assign unto the Trustees and to their respective successors in the trust, upon the terms of the Original Indenture as heretofore supplemented and amended, the following described parcels of real property and other properties owned by the Company in the following Counties of the State of Iowa, respectively:

DECATUR COUNTY

Real Estate

All of the following described pieces, parcels, lots and tracts of land situated, lying and being in the County of Decatur, State of Iowa, to-wit:

Parcel B of the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Twenty-Six (26), Township Sixty-nine (69) North, Range Twenty-five (25) West of the Fifth P.M., Decatur County, Iowa.

Commencing at the Northeast Corner of the Northwest Quarter of the Southwest Quarter of Section 26, Township 69 North, Range 25 West of the 5th P.M., Decatur County, Iowa and proceeding thence South 00°29'18" West a distance of 1,284.77 feet along the East line of said Northwest Quarter of the Southwest Quarter; thence South 89°54'15" West a distance of 69.60 feet to a Iowa Department of Transportation Right-of-Way Survey Monument, said monument being the Point of Beginning of Parcel B, thence North 5°56'02" East a distance of 392.87 feet along the Westerly right-of-way line of a County Road to a Iowa Department of Transportation right-of-way survey monument; thence North 00°29'18" East a distance of 99.28 feet along the Westerly right-of-way line of a County Road; thence South 59°05'44" West a distance of 292.86 feet; thence North 58°58'41" West a distance of 290.23 feet; thence South 89°54'15" West a distance of 112.23 feet; thence South 1°04'41" West a distance of 188.46 feet; thence South 68°50'35" East a distance of 250.94 feet; thence South 2°28'46" East a distance of 210.77 feet to a Iowa Department of Transportation right-of-way survey monument; thence North 89°54'15" East a distance of 331.17 feet along the Northerly right-of-way line of Iowa Highway No. 2 to the Point of beginning of Parcel B, said tract containing 4.47 acres, more or less, all in Decatur County, Iowa.

DES MOINES COUNTY

Real Estate

All of the following described pieces, parcels, lots and tracts of land situated, lying and being in the County of Des Moines, State of Iowa, to-wit:

Commencing at the South Quarter (S1/4) Corner of said Section Twenty-four (24); Township Seventy (70) North, Range Three (3), West of the Fifth Principal Meridian; thence North Zero Degrees Eight Minutes Twenty-nine Seconds East (N 00° 08' 29" E) Eight Hundred Fifteen Point Forty-one Feet (815.41') along the Quarter (1/4) Section Line to the place of beginning; thence South Eighty-nine Degrees Fifty-one Minutes Twenty-seven Seconds West (S 89° 51' 27" W) One Hundred Forty-five Point Eighty-two Feet (145.82'); thence North Zero Degrees Eight Minutes Thirty-three Seconds West (N 00° 08' 33" W) One Hundred One Point Sixty-one Feet (101.61'); thence North Eight-nine Degrees Fifty-seven Minutes Seven Seconds East (N 89° 57' 07" E) Two Hundred Ninety-four Point Sixty-three Feet (294.63') to the West (W) Right of Way Line of Memorial Park Road (Old Hwy No. 61); thence One Hundred One Point Twenty-eight Feet (101.28') along said West (W) Right of Way Line on the arc of a One Thousand Four Hundred Ninety-two Point Five Feet (1492.5') radius curve concave Easterly (Ely) with a One Hundred One Point Twenty-six Feet (101.26') chord bearing South Three Degrees Ten Minutes Fifty-nine Seconds East (S 03° 10' 59" E); thence South Eighty-nine Degrees Fifty-one Minutes Twenty-seven Seconds West (S 89° 51' 27" W) One Hundred Fifty-four Point Eighteen Feet (154.18') to the place of beginning, containing Point Sixty-nine (0.69) Acres more or less, Subject to Easements, Agreements or Restrictions of Record.

DES MOINES COUNTY

Real Estate

All of the following described pieces, parcels, lots and tracts of land situated, lying and being in the County of Des Moines, State of Iowa, to-wit:

Tract A. A strip of land One hundred (100) feet in width and totaling one thousand thirty (1030) feet in length on the center line, running over and across lots one (1), two (2) and parts of lot eight (8) in section thirteen (13) in township sixty-nine (69) North, range three (3) west of the Fifth Principal Meridian, as shown by plat of record in Irregular Plat Book Three (3), Page Five hundred four (504), records of the Recorder's Office, Des Moines County, Iowa, said strip of land being fifty (50) feet in width, measured at right angles to and on each side of the center line of the right of way of the transmission line of the Mississippi River Power Company, as the same in now located and staked out across the

North Half of said Section Thirteen (13), which said center line crosses the said lots one (1), two (2) and parts of lot eight (8), and is described as follows to wit: -

Commencing at a point on South line of said North Half of Section Thirteen (13), Easterly Two hundred one and one tenth (201.1) feet from the southwest corner thereof, running thence North Fifty-four Degrees Fifty-three Minutes East, Seven hundred thirteen (713) feet, running thence North Seventy-two Degrees Twenty-one Minutes East, Three thousand three hundred eight-one and eight tenths (3381.8) feet. Said strip of land containing two and four tenths (2.4) acres, more or less.

SUBJECT to any and all restrictions, reservations, and agreements described in Deed dated April 18, 1913, recorded in Book 115, at Page 621, of the Land Records of Des Moines County, Iowa.

ALSO SUBJECT to an Easement dated October 20, 1960 to the Iowa State Highway Commission and the State of Iowa.

Tract B. A strip of land One hundred (100) feet in width and Three hundred twenty-seven (327) feet in length on the center line running over and across lot Three (3) in Section Thirteen (13), Township Sixty-nine (69) North, Range Three (3) West of the Fifth Principal Meridian, as shown by plat of record in Irregular plat Book Three (3), Page Five hundred four (504), Records of the Recorder's Office of Des Moines County, Iowa said strip of land being Fifty (50) feet in width, measured at right angles to and on each side of the center line of the right of way of the transmission line of the Mississippi River Power Company, as the same is now located and staked out across the North Half of said Section Thirteen (13) and lands adjacent thereto, which said center line crosses the said Lot Three (3) and is described as follows, to-wit:

Commencing at a point on the South line of the North Half of said Section Thirteen (13) Easterly Two Hundred one and one tenth (201.1) feet from the southwest corner thereof, running thence North Fifty-four Degrees Fifty-three Minutes East, seven hundred thirteen (713) feet, running thence North Seventy-two Degrees Twenty-one Minutes East, Three thousand three hundred eighty-one and eight tenths (3381.8) feet, running thence North No Degrees Fourteen Minutes East, One thousand one hundred eighty-five (1185) feet to a point on the North line of said Section Thirteen (13), Westerly One thousand three hundred fifty-eight (1358) feet from the Northeast corner thereof, said one hundred (100) foot strip of land containing Eight tenths (0.8) acres, more or less.

Also a strip of land One hundred (100) feet in width and One thousand one hundred three (1103) feet in length on the center line running over and across the west part of the southeast quarter of section fourteen (14), township sixty-nine (69)

north, range three (3) west of the Fifth Principal Meridian, said strip of land being fifty (50) feet in width, measured at right angles to and on each side of the center line of the right of way of the transmission line of the Mississippi River Power Company, as the same is now located and staked out across part of the Northwest Quarter of Section Twenty-three (23), and part of the South Half of Section Fourteen (14), all in Township sixty-nine (69) north, range three (3) west of the Fifth Principal Meridian, and lands adjacent thereto, which said Center line crosses the said part of the Southeast Quarter of Section Fourteen (14), and is described as follows, to-wit:

Commencing at a point on the West line of said Northwest Quarter of Section Twenty-three (23) Southerly One thousand three hundred sixteen (1316) feet from the Northwest corner thereof, running thence North Fifty-four Degrees Fifty-three Minutes East, Six thousand five hundred ninety-seven and five tenths (6597.5) feet to a point on the East line of said South Half of Section Fourteen (14), Southerly One hundred forty-three (143) feet from the Northeast corner thereof, said One hundred (100) foot strip of land containing Two and five tenths (2.5) acres, more or less.

SUBJECT to any and all restrictions, reservations, and agreements described in Deed dated April 18, 1913, recorded in Book 115 at Page 597 of the Land Records of Des Moines County, Iowa.

Tract C. A strip of land One Hundred (100) feet in width and Three hundred ten (310) feet in length on the center line running over and across the South part of lot four (4), as shown by plat of record in Irregular Plat Book Three (3), Page Five hundred four (504), Records of Recorder's Office, Des Moines County, Iowa, situated in the Northwest Quarter of Section Thirteen (13), Township Sixty-nine (69) North, Range Three (3) West of the Fifth Principal Meridian, the boundaries of which are more particularly described as follows, to wit:

Commencing at a point on the South line of said Northwest Quarter of Section Thirteen (13), Easterly Two hundred one and one tenth (201.1) feet from the Southwest corner thereof, running thence North Fifty-four degrees Fifty-three Minutes East on the center line of the Right of Way of the Transmission line of the Mississippi River Power Company, Seven hundred thirteen (713) feet, running thence North Seventy-two Degrees Twenty-one Minutes East on said center line One thousand five hundred ten (1510) feet to the West line of said Lot Four (4), the true place of beginning, running thence Northerly on said West line Fifty-three (53) feet to a point on a line parallel to and Fifty (50) feet Northerly, measured at right angles from said center line, running thence North Seventy-two Degrees Twenty-one Minutes East on said parallel line Three hundred ten (310) feet to the East line of said lot four (4), running thence southerly on said east line one hundred six (106) feet to a point on a line which is parallel to and fifty (50) feet

southerly, measured at right angles from said center line, running thence South Seventy-two Degrees Twenty-one Minutes West on last mentioned parallel line Three hundred ten (310) feet to the West line of said lot four (4), running thence Northerly on said West line Fifty-three feet to the said true place of beginning, said One hundred (100) foot strip to land containing Seven-tenths (0.7) acres, more or less.

SUBJECT to any and all restrictions, reservations, and agreements described in Deed dated April 18, 1913, recorded in Book 115, Page 589, of the Land Records of Des Moines County, Iowa.

ALSO SUBJECT to a License dated July 1, 1943 to American Telephone Telegraph of Iowa.

ALSO SUBJECT to an Easement dated June 12, 1979 to Northwestern Bell Telephone Company.

Tract D. A strip of land One hundred (100) feet in width and Two thousand four hundred seventy three (2473) feet in length on the center line running over and across part of the North Twenty-five and twenty-two hundredths (25.22) acres of the Northwest Quarter of the Southwest Quarter of Section Thirteen (13) and part of the West Half of the Northwest Quarter of Section Thirteen (13), also part of the East Half of the Northwest Quarter of Section Thirteen (13), all in Township Sixty-nine (69) North, Range Three (3) West of the Fifty Principal Meridian, the boundaries of which are more particularly described as follows, to-wit:

Commencing at a point on the West line of said Northwest Quarter of the Southwest Quarter of Section Thirteen (13), southerly Two hundred four (204) feet from the Northwest corner thereof, running thence North Fifty-four Degrees Fifty-three Minutes East, Nine hundred ninety (990) feet, running thence North Seventy-two Degrees Twenty-one Minutes East, One thousand four hundred eighty seven (1487) feet to the West line of Lot Four (4) as shown by plat of record in Irregular Plat Book Three (3) Page Five hundred four (504) Records of the Recorder's Office, Des Moines County, Iowa, running thence Northerly on said West line of lot four (4) One hundred six (106) feet to a point on a line which is parallel to and One hundred (100) feet Northwesterly, measured at right angles from the bound, which bearing is North Seventy-two Degrees Twenty-one Minutes East, running thence South Seventy-two Degrees Twenty-one Minutes West on said parallel line One thousand five hundred thirty-six (1536) feet to a point on a line which is parallel to and One hundred (100) feet Northwesterly, measured at right angles from the bound which bearing is North Fifty-four Degrees Fifty-three Minutes East, running thence South Fifty-four Degrees Fifty-three Minutes West on last mentioned parallel line Nine hundred thirty-four (934) feet to the West line of the said Northwest Quarter of the Southwest Quarter of Section

600

Thirteen (13), running thence southerly on said West line One hundred twenty-three (123) feet to the place of beginning, said One hundred (100) foot strip of land containing Five and seven tenths (5.7) acres, more or less.

SUBJECT to any and all restrictions, reservations, and agreements described in Deed dated April 18, 1913, recorded in Book 115 at Page 595, of the Land Records of Des Moines County, Iowa.

Tract E. A strip of land One hundred (100) feet in width and Two thousand two hundred six and five tenths (2206.5) feet in length on the center line running over and across part of the Southeast Quarter of Section Fourteen (14), Township Sixty-nine (69) North, Range Three (3) West of the Fifth Principal Meridian, the boundaries of which are more particularly described as follows, to-wit:

Commencing at a point on the East line of said Southeast Quarter of Section Fourteen (14), Southerly Eighty-one (81) feet from the Northeast corner thereof, running thence Southerly on said East line One hundred twenty-three (123) feet to a point on a line which is parallel to and Fifty (50) feet, Southeasterly, measured at right angles from the center line of the right of way of the transmission line of the Mississippi River Power Company, as the same is now located and staked out across said Southeast Quarter of Section Fourteen (14), running thence South Fifty-four Degrees Fifty-three Minutes West, on said parallel line Two thousand two hundred six and five tenths (2206.5) feet to the East boundary line of the property now or formerly owned by C. W. Hunt, running thence Northerly on said East line One hundred twenty-three (123) feet to a point on a line which is parallel to and fifty (50) feet Northwesterly, measured at right angles from said center line, running thence North Fifty-four Degrees Fifty-three Minutes East on last mentioned parallel line Two thousand two hundred six and five tenths (2206.5) feet to the place of beginning, said One hundred (100) foot strip of land containing Five and one tenth (5.1) acres, more or less.

SUBJECT to any and all restrictions, reservations, and agreements described in Deed dated April 18, 1913, recorded in Book 115 at Page 584, of the Land Records of Des Moines County, Iowa.

Tract F. A broken strip of land One hundred (100) feet in width and totaling Three thousand eighty-six (3086) feet in length on the center line running over and across parts of Lot Four (4) in Section Twenty-three (23), as shown by Plat of record in Irregular Plat Book Three (3), Page Thirty-eight (38), records of Recorder's Office, Des Moines County, Iowa, and across parts of lots Five (5) and Six (6) in the Southwest Quarter of Section Fourteen (14), as shown by plat of record in Deed Book Sixty-nine (69), Page Two hundred four (204) of said Recorder's Office, all in Township Sixty-nine (69) North, Range Three (3) West of the Fifth Principal Meridian, said broken strip of land being Fifty (50) feet in

width, measured at right angles to and on each side of the center line of the Right of Way of the transmission line of the Mississippi River Power Company, as the same is now located and staked out across part of the Northwest Quarter of said Section Twenty-three (23), and across part of South Half of said Section Fourteen (14), and lands adjacent thereto, which said center line crosses said parts of Lot Four (4) in section Twenty-three (23) and said part of Lot Six (6) in Southwest Quarter of Section Fourteen (14) and is described as follows, to-wit:

Commencing at a point on the West line of said Section Twenty-three (23), Southerly One thousand three hundred sixteen (1316) feet from the Northwest corner thereof, running thence North Fifty-four Degrees Fifty-three Minutes East, Six thousand five hundred ninety-seven and five tenths (6597.5) feet to a point on the East line of the Southeast Quarter of said Section Fourteen (14), Southerly One hundred forty-three (143) feet from the Northeast corner thereof, said One hundred (100) foot strip of land containing Seven and one tenth (7.1) acres, more or less.

Subject to any and all restrictions, reservations, and agreements described in Deed dated April 18, 1913, recorded in Book 115, at Page 594, of the Land Records of Des Moines County, Iowa.

Tract G. A triangularly shaped piece of land One hundred twenty (120) feet in width from Southwest to Northeast and One hundred ninety-five (195) feet in length from South to North, situated in the East part of the Northeast Quarter of Section Twenty-two (22), Township Sixty-nine (69) North, Range Three (3) West of the Fifth Principal Meridian, and abutting the East line thereof, the boundaries of which are more particularly described as follows:

Commencing at a point on East line of the said Northeast Quarter of Section Twenty-two (22), Southerly One thousand Two hundred fifty-five (1255) feet from the Northeast corner thereof, running thence Southerly on said East line One hundred ninety-five (195) feet, running thence North Thirty-eight Degrees Eleven Minutes West, One hundred sixty-one (161) feet, running thence North Fifty-four Degrees Fifty-three Minutes East, One hundred twenty (120) feet to the place of beginning, said triangularly shaped piece of land containing Two tenths (0.2) acres, more or less.

Also a triangularly shaped piece of land being Two hundred fifty-three (253) feet in width from East to West and One hundred seventy-eight (178) feet in length from North to South, situated in the Northwest Quarter of Section Twenty-three (23), Township Sixty-nine (69) North, Range Three (3) West of the Fifth Principal Meridian, being the Southeast part of Lot Two (2) and Three (3) as shown by plat recorded in Irregular Plat Book Three (3), Page Thirty-eight (38), Records of the Recorder's Office of Des Moines County, Iowa, the boundaries of which are more particularly described as follows, to-wit:

600

Commencing at a point on the West line of said Section Twenty-three (23), Southerly One thousand three hundred sixteen (1316) feet from the Northwest corner thereof, running thence North Fifty-four Degrees Fifty-three Minutes East on the center line of the right of way of the transmission line of the Mississippi River Power Company, Six hundred forty-four (644) feet to the South line of said Lot three (3), being the true place of beginning, running thence Easterly on said South line One hundred sixty-six (166) feet to the East line of said Lot Three (3), running Thence Northerly on said East line One hundred seventy-eight (178) feet, running thence South Fifty-four Degrees Fifty-three Minutes West, Three hundred eight (308) feet to the South line of said lot two (2) running thence Easterly on said South line of lots Two (2) and Three (3), Eighty-seven (87) feet to place of beginning, said triangularly shaped piece of land containing Five tenths (0.5) acres, more or less.

SUBJECT to any and all restrictions, reservations, and agreements described in Deed dated April 18, 1913, recorded in Book 115, at Page 620, of the Land Records of Des Moines County, Iowa.

Tract H. A triangularly shaped piece of land being Sixty-one (61) feet in width from North to South and Thirty-seven (37) feet in length from Southwest to Northeast, situated in the Northwest Quarter of Section Twenty-three (23), Township Sixty-nine (69) North, Range Three (3) West of the Fifth Principal Meridian, and abutting the West line thereof, the boundaries of which are described more particularly as follows, to wit:

Commencing at the intersection of the center of Spring Creek and the West line of said Section Twenty-three (23), Southerly One thousand three hundred sixteen (1316) feet from the Northwest corner thereof, running thence Southeasterly on the center line of said Spring Creek, following the meanderings thereof, Fifty (50) feet, to a point on a line which is parallel to and Fifty (50) feet Southeasterly, measured at right angles from the center line of the right of way of the transmission line of the Mississippi River Power Company, as the same is now located and staked out on the ground across said Northwest Quarter of Section Twenty-three (23), running thence South Fifty-four Degrees Fifty-three Minutes West on said parallel line Thirty-seven (37) feet to the West line of said Section Twenty-three (23), running thence Northerly on said West line Sixty-one (61) feet to the place of beginning, said triangularly shaped piece of land containing Two hundredths (0.02) acres, more or less.

SUBJECT to any and all restrictions, reservations, and agreements described in Deed dated April 18, 1913, recorded in Book 115 at Page 624, of the Land Records of Des Moines County, Iowa.

Tract I. A strip of land One hundred (100) feet in width and Seven hundred fifty (750) feet more or less in length on the center line running over and across part of and abutting the East line of the East Half of Section Twenty-two (22), Township Sixty-nine (69) North, Range Three (3) West of the Fifth Principal Meridian, the boundaries of which are more particularly described as follows, to wit:

Commencing at a point on the East line of said Section Twenty-two (22) Southerly One thousand four hundred fifty (1450) feet from the Northeast corner thereof, running thence Southerly on said East line six hundred fifty (650) feet more or less to the centerline of a county road; thence in a southwesterly direction along the centerline of said county road to a point which is parallel to and One hundred (100) feet Westerly, measured at right angles from said east line of Section Twenty-two (22), running thence North on said parallel line 830 feet, more or less to the Southwest line of property now or formerly owned by R. A. Staff, running thence South Thirty-eight Degrees Thirteen Minutes East on said Southwest property line, One hundred sixty-one (161) feet to the place of beginning, said One hundred (100) foot strip of land containing one and seven tenths (1.7) acres, more or less.

SUBJECT to any and all restrictions, reservations, and agreements described in Deed dated April 18, 1913, recorded in Book 115 at Page 604, of the Land Records of Des Moines County, Iowa.

JASPER COUNTY

Real Estate

All of the following described pieces, parcels, lots and tracts of land situated, lying and being in the County of Jasper, State of Iowa, to-wit:

The North 25 feet of the East 30 feet of Parcel B of the subdivision of part of Section 5, Township 78 North, Range 17 West of the 5th P.M., Jasper County, Iowa, as the same appears in Plat Book A, at Page 124 in the office of the Recorder of said county.

JASPER COUNTY

Real Estate

All of the following described pieces, parcels, lots and tracts of land situated, lying and being in the County of Jasper, State of Iowa, to-wit:

The East 30 feet of the South 50 feet of Lot B in the subdivision of the Northeast quarter of the Northeast quarter of Section 10, Township 78 North, Range 17 West

of the 5th P.M., Jasper County, Iowa, as appears in Plat Book B, Page 429 in the office of the Recorder of said county, Except that part conveyed to the state of Iowa for road purposes as shown by Warranty Deed recorded in Book 554, Page 150, in said Recorder's office.

LUCAS COUNTY

Real Estate

All of the following described pieces, parcels, lots and tracts of land situated, lying and being in the County of Lucas, State of Iowa, to-wit:

Parcel A in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Eight (8), Township Seventy-two North (T-72-N), Range Twenty-one West (R-21-W) of the 5th P.M. in Lucas County, Iowa, as recorded February 4, 1992 in Plat Book Two (2), Page Twenty-eight (28).

RINGGOLD COUNTY

Real Estate

All of the following described pieces, parcels, lots and tracts of land situated, lying and being in the County of Ringgold, State of Iowa, to-wit:

Commencing at the Northeast (NE) Corner of said Section Eleven (11), Township Sixty-eight North (T-68-N), Range Thirty West (R-30-W), of the 5th P.M. in Ringgold County, Iowa, thence due West along the North side of Section Eleven (11) a distance of 1643.33 feet, thence due South 340.62 feet to a point 336 feet South of the centerline of Iowa Highway No. 2, the point of beginning, thence South 37°32'24" East 450.00 feet, thence South 52°27'36" West 520.00 feet, thence North 37°32'24" West 450.00 feet, thence North 47°54" East 384.39 feet along the East right-of-way line of U.S. Highway No. 169, thence North 65°03' East 140.20 feet along said right-of-way line to the point of beginning, said parcel containing Five point Five-Five acres more or less.

WAYNE COUNTY

Real Estate

All of the following described pieces, parcels, lots and tracts of land situated, lying and being in the County of Wayne, State of Iowa, to-wit:

A tract of land beginning at a point on the W right of way line of Primary Highway No. 14, 808 feet South and 123 feet West of the Center of Section 18,

Township 69N, Range 21 West of the 5th P.M. in Wayne County, Iowa, thence West 438 feet; thence N 0° 37' East a distance of 250 feet; thence North 30° 51' East a distance of 310 feet; thence North 88° 39' East a distance of 262.3 feet; thence South 6° 04' East a distance of 191 feet along the West right of way line of Highway No. 14; thence South 0° 25' West a distance of 101.5 feet; thence South 1° 20' West a distance of 231 feet to point of beginning.

ARTICLE III.

MISCELLANEOUS

Section 1. The Company covenants and agrees that so long as any of the bonds of said 7¼% Series due September 1, 2007 shall be outstanding, the provisions of Section 12.01 to 12.05, inclusive, of Article XII of the Amended Indenture relating to the Maintenance Fund therein provided, as amended by the Supplemental Indenture dated October 2, 1953, shall be and continue in full force and effect and that the Company will observe and perform the requirements thereof.

Section 2. This Supplemental Indenture shall be read and construed in connection with and as part of the Amended Indenture and as if the Amended Indenture and this Supplemental Indenture were parts of one and the same instrument.

Section 3. The recitals of fact herein and in the bonds referred to herein shall be taken as statements of the Company and shall not be construed as made by the Trustees.

Section 4. This Supplemental Indenture shall be binding upon, and inure to the benefit of, the Company and its successors and assigns and the Trustees and their respective successors.

Section 5. This Supplemental Indenture may be simultaneously executed in several counterparts and all said counterparts executed and delivered each as an original shall constitute but one and the same instrument.

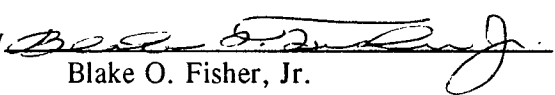
IN WITNESS WHEREOF, the Company has caused this instrument to be signed in its corporate name by its Executive Vice President and Chief Financial Officer, and to be sealed with its corporate seal, attested by its Secretary or an Assistant Secretary, and the said The First National Bank of Chicago, to evidence its acceptance of the trusts hereby created, has caused these presents to be signed in its corporate name by its President or a Vice President or a Assistant Vice President, and to be sealed with its corporate seal, attested by its Secretary or an Assistant Secretary, and said Richard D. Manella, in his capacity as Trustee, to evidence his acceptance of said trusts, has hereunto set his hand and seal, all as of the day and year first above written.

IOWA SOUTHERN UTILITIES COMPANY

ATTEST:




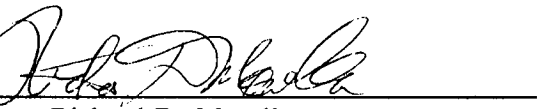
Steven Carr
Secretary

By 
Blake O. Fisher, Jr.
Executive Vice President and
Chief Financial Officer

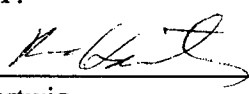


THE FIRST NATIONAL BANK OF CHICAGO

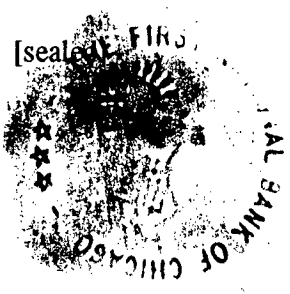
By 
Calvin E. Stark, Sr.
Assistant Vice President

By 
Richard D. Manella
As Trustee

ATTEST:

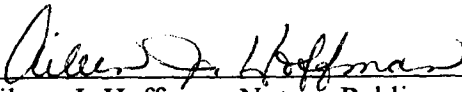


R.L. Hartwig
Trust Officer



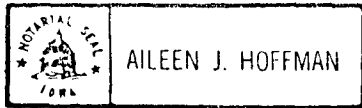
STATE OF IOWA)
) SS:
COUNTY OF LINN)

On the 1st day of September, 1992, before me, a Notary Public in and for said County and State, personally appeared Blake O. Fisher, Jr., Executive Vice President and Chief Financial Officer of Iowa Southern Utilities Company, one of the corporations described in and which executed the foregoing instrument, to me personally known, who, being by me duly sworn, did say that he is Executive Vice President and Chief Financial Officer of said corporation; that the seal affixed to the said 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 the said Blake O. Fisher, Jr. acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.


Aileen J. Hoffman, Notary Public

My Commission Expires: 8/31/95
[NOTARIAL SEAL]

[sealed]



indentur.isu