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TWENTY-FIFTH SUPPLEMENTAL INDENTURE

IOWA-ILLINOIS GAS AND ELECTRIC COMPANY

TO

HARRIS TRUST AND SAVINGS BANK

AND

R. S. STAM
TRUSTEES

RELEASED 6-1-04 SEE
BOOK 2004 PAGE 2524

DATED AS OF SEPTEMBER 15, 1986

CREATING AN ISSUE OF
FIRST MORTGAGE BONDS, 12¼% SERIES DUE 1993

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

IOWA-ILLINOIS GAS AND ELECTRIC COMPANY

TWENTY-FIFTH SUPPLEMENTAL INDENTURE DATED AS OF SEPTEMBER 15, 1986

TABLE OF CONTENTS

	Page
PARTIES	1
RECITALS:	
Purpose of Twenty-fifth Supplemental Indenture	1
Fulfillment of conditions precedent	1
DESCRIPTION OF CERTAIN PROPERTY SUBJECT TO THE LIEN OF THE INDENTURE NOT PREVIOUSLY DESCRIBED	2
ARTICLE I	
FIRST MORTGAGE BONDS, 12¼% SERIES DUE 1993	
SEC. 1. Creation of series; designation; date; maturity; place of payment of principal and interest, rate of interest	2
SEC. 2. No redemption	4
SEC. 3. Denominations of Bonds	4
Form of Bond	4
Form of Trustee's certificate	8
SEC. 4 Exchange of Bonds	8
SEC. 5. Issue of temporary Bonds	9
SEC. 6. Definitive Bonds may be engraved, printed or lithographed	9
ARTICLE II	
ISSUE OF BONDS	
Bonds may be executed, authenticated and delivered from time to time as permitted by Article III of Indenture	9

Page

ARTICLE III

No Sinking Fund for Bonds

Bonds not entitled to sinking fund 9

ARTICLE IV

Covenant With Respect to Dividends

Sec. 1. Limitation on payment of dividends on common shares by Company 9

Sec. 2. Company to file accountant's certificate annually with Trustee; contents of certificate 10

ARTICLE V

The Trustees

Sec. 1. Trustees not responsible for recitals in or for validity or sufficiency of Twenty-fifth Supplemental Indenture 11

Sec. 2. Duties, responsibilities and liabilities of Trustees are as set forth in Indenture 11

ARTICLE VI

Miscellaneous Provisions

Sec. 1. Provisions and conditions of Indenture deemed incorporated in Twenty-fifth Supplemental Indenture 11

Sec. 2. Benefits restricted to parties and holders of bonds 12

Sec. 3. Successors of Company bound 12

Sec. 4. Headings of Articles not a part hereof 12

Sec. 5. Execution in counterparts 12

Testimonium 12

Executions 13

Acknowledgments 15

Schedule A 17

Twenty-Fifth Supplemental Indenture dated as of the fifteenth day of September, 1986 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 R. S. STAM of Wheaton, 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 and September 1, 1985 (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-fifth Supplemental Indenture to create and define the terms of a twenty-seventh series of bonds to be issued under the Indenture;

WHEREAS, the Company also desires in and by this Twenty-fifth 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-fifth 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-fifth 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-fifth 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, 12¼% SERIES DUE 1993

SECTION 1. There is hereby created a twenty-seventh series of bonds to be issued under and secured by the Indenture, to be designated, distinguished and known as "First Mortgage Bonds, 12¼% Series due 1993" (hereinafter called collectively the "Bonds" and individually a "Bond"). The Bonds may be issued in the aggregate principal amount of $2,427,500 except as otherwise provided in the Indenture and in this Twenty-fifth 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, 1987, it shall be dated, in the case of an original issue, as of the date of such original issue or, in the case of a transfer or exchange, as of the date of the original issue of the Bond so transferred or exchanged 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, 1993, 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, and the rate of interest shall be 12¼% per annum (computed on the basis of a 360-day year of twelve 30-day months), payable semi-annually on April 1 and October 1 of each year, commencing April 1, 1987.

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 the record date and on or prior to such interest payment date, except as and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond 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 maturity.

SECTION 3. Bonds may be issued in denominations of $250 and in such multiples of $250 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, 12¼% SERIES DUE 1993

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, 1993, 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 12¼% per annum (computed on the basis of a 360-day year of twelve 30-day months), 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, 1987, 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).

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER 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 facsimile signature of its President or one of its Vice Presidents and its corporate seal to be impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

Dated:

IOWA-ILLINOIS GAS AND ELECTRIC COMPANY

By _____
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 (R. S. Stam, 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, 12¼% Series due 1993," created by the Twenty-fifth Supplemental Indenture dated as of September 15, 1986.

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 (66⅔%) in principal amount of the bonds entitled to vote at a meeting of bondholders called and held as provided in said Indenture and by like affirmative vote of not less than sixty-six and two-thirds per cent (66⅔%) in principal amount of the bonds entitled to vote of each series affected by such modification or alteration 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 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 de-

prive 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, 12¼% Series due 1993, are not subject to redemption prior to maturity.

In the event that any such Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, 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, together with all interest due thereon to the date of maturity of such Bond, 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 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 surrender at said office of the Trustee (or of any successor in trust) as provided in said Twenty-fifth 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-fifth Supplemental Indenture.

HARRIS TRUST AND SAVINGS BANK,
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.

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 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, and unless (in the case of dividends declared or paid after December 31, 1985) the remainder of such earned surplus so accumulated, after giving effect to such dividend, distribution or purchase, shall be at least equal to the sum of (a) the amount, if any, by which the aggregate of the amounts charged or provided by the Company for maintenance of and repairs to, and for depreciation of, the mortgaged property from March 1, 1947 to

September 30, 1949 shall be less than the cumulative maintenance and replacement requirement for the period March 1, 1947 to September 30, 1949, all determined as provided in Section 1 of Article IV of the First Supplemental Indenture, plus (b) the amount, if any, by which the aggregate of the amounts charged or provided by the Company for depreciation of the mortgaged property from October 1, 1949 to the end of the calendar year preceding such dividend, distribution or purchase shall be less than the cumulative replacement requirement (determined as provided in Section 1 of Article IV of the Prior Supplemental Indentures (other than the First, the Eighteenth, the Twentieth and the Twenty-second)) for the period October 1, 1949 to the end of such calendar year.

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, 1986 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, (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, (iii) the cumulative maintenance and replacement requirement (determined as provided in Section 1 of Article IV of the First Supplemental Indenture) for the period March 1, 1947 to September 30, 1949, (iv) the aggregate of the amounts charged or provided by the Company for maintenance of and repairs to, and for depreciation of, the mortgaged property from March 1, 1947 to September 30, 1949, (v) the cumulative replacement requirement (determined as provided in Section 1 of Article IV of the Prior Supplemental Indentures (other than the First, the Eighteenth, the Twentieth and the Twenty-second)) for the period October 1, 1949 to the end of such calendar year and (vi) the aggregate of the amounts charged or provided by the Company for depreciation of the mortgaged property from October 1, 1949 to the end of such calendar year.

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-fifth 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-fifth Supplemental Indenture other than as set forth in the Indenture; and this Twenty-fifth 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-fifth

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-fifth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2. Nothing in this Twenty-fifth 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-fifth Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Twenty-fifth 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-fifth 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-fifth Supplemental Indenture are inserted for convenience of reference and shall not be deemed to be a part hereof.

SECTION 5. This Twenty-fifth 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-fifth 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-fifth 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 R. S. STAM, as Individual Trustee as aforesaid, has hereunto affixed his signature and seal, as of the day and year first above written.

IOWA-ILLINOIS GAS AND ELECTRIC COMPANY

By_____

S. J. Bright, *Vice President*

(SEAL)

ATTEST:

_____

J. C. Decker, *Secretary*

Signed, sealed, acknowledged and delivered by IOWA-ILLINOIS GAS AND ELECTRIC COMPANY in the presence of:

_____

M. Onischak

_____

D. G. Donovan

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By _____
R. G. Mason, *Vice President*

(SEAL)

ATTEST:

_____
C. Potter, *Assistant Secretary*

_____
R. S. Stam,
as Individual Trustee

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

_____
M. Onischak

_____
D. G. Donovan

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, T. MUZQUIZ, a Notary Public in and for said County in the State aforesaid, do hereby certify that on this 24th day of September, 1986 before me personally appeared S. J. BRIGHT 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 S. J. BRIGHT 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 C. POTTER, 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 C. POTTER 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. S. STAM, 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 he signed, sealed and delivered the same as his 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.

T. Muzquiz

T. Muzquiz
Notary Public
Cook County, Illinois

My commission expires July 12, 1989.

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 Rock Island Service Building Complex

The West One Hundred Twenty (120) feet of the following described premises: Beginning at a point in the South line of the Northwest Fractional Quarter of Section Number Thirty-Six (36), Township Number Eighteen (18) North, Range Number Two (2) West of the Fourth (4th) Principal Meridian, which point is Seven Hundred Seventy-Seven and Two-Tenths (777.2) feet West of the center of said Section Number Thirty-Six (36); Thence North along the West line of a certain lane which is sometimes called 29th Street and the West line of said lane extended Southerly a distance of 518.28 feet more or less to a rail monument set on the Southerly right of way line of the railway right of way now used and occupied by The Chicago, Rock Island and Pacific Railway; Thence North 73 degrees 4 minutes West along the said Southerly right of way line aforesaid, a distance of 264.68 feet more or less to a rail monument; Thence South along the East line of the property owned by The Rock Island Lumber Company and the said East line extended Southerly, a distance of 589.2 feet more or less to a point in the South line of the North West Fractional Quarter of said Section Number 36; Thence Easterly along said South line of said Quarter Section, a distance of 253.6 feet more or less to the place of beginning; Said above described premises being a part of Out Lot Number 4, in said North West Fractional Quarter of said Section Number 36. Situated in the City of Rock Island, Rock Island County, Illinois.

Rock Island Service Building Parking Lot

The East Sixty-eight (68) feet of all that part of Out Lot Twenty-five (25), in the South West Quarter (SW¼) of Section Thirty-six (36), Township Eighteen (18) North, Range Two (2) West of the Fourth (4th) Principal Meridian, according to the Assessor's Plat of A.D. 1864, which lies between the South line of Fifth Avenue and the North line of Fifth and One-Half Avenue produced East in the City of Rock Island. All situated in the City of Rock Island, Rock Island County, Illinois.

SECOND

Real Estate In Iowa

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

SCOTT COUNTY

Substation Q Bettendorf, Iowa

Part of the South Half of the Southeast Quarter of Section 28, Township 78 North, Range 4 East of the 5th P.M., Bettendorf, Scott County, Iowa, being more particularly described as follows: Commencing at the northeast corner of the J. I. Case Co. property, as said property is now located and established, said northeast corner being marked by a U.S. Army Corps of Engineer's concrete boundary monument (TA-18, 10-7-42) in the southerly line of State Street as now established in the City of Bettendorf, Iowa, said point being the POINT OF BEGINNING of the tract of land hereinafter described, thence North 84 52′ 00″ East (assumed bearing for this survey) 236.92 feet along the southerly line of State Street; thence southeasterly 33.23 feet along a curve concave southwesterly having a radius of 20.00 feet and a chord bearing and dimension of South 47 32′ 00″ East 29.54 feet; thence South 00 04′ 00″ West 43.07 feet along the westerly line of 23rd Street; thence southwesterly 95.46 feet along the westerly line of 23rd Street being a curve concave northwesterly having a radius of 457.05 feet and a chord bearing and dimension of South 06 03′ 00″ West 95.29 feet; thence South 12 02′ 00″ West 97.59 feet along the westerly line of 23rd Street to the northerly line of J. I. Case Co. property; thence South 88 34′ 45″ West 227.96 feet along the northerly line of J. I. Case Co. property; thence North 00 08′ 10″ East 237.67 feet along the easterly line of J. I. Case Co. property to the point of beginning. Containing 60,555 square feet, more or less.

WEBSTER COUNTY

Expansion of Fort Dodge Commercial Office Site

Lot 10 of Block 20 in Carpenter, Morrison and Vincents Addition to Fort Dodge, Iowa.

Lot Adjacent to Fort Dodge Service Building

Lot 13, County Auditor's Taxation Plat of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 28, Township 89 North, Range 28 West of the 5th P.M., within the City of Fort Dodge, Iowa.

19

JOHNSON COUNTY

Substation K
Tiffin, Iowa

That part of the West Half (W ½) of the Southeast Quarter (SE ¼) of Section 29, Township 80 North, Range 7 West of the 5th P.M. Johnson County, Iowa lying north of the railroad and south of the U.S. Hwy No. 6.