

Mortgage Record, No. 82, Madison County, Iowa

Central West Public Service Company
To
First Trust and Savings Bank
and
John C. Mechem, Trustees.

2710

Filed for record the 20 day of
November A.D. 1928 at 11:00
o'clock A.M.
Gladys B. DeVault, Recorder.
Fee \$3.60

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE, dated as of the first day of May, 1928, by and between CENTRAL WEST PUBLIC SERVICE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, (hereinafter called the "Company"), first party, and FIRST TRUST AND SAVINGS BANK, a corporation organized and existing under and by virtue of the laws of the State of Illinois, (hereinafter called the "Trustee"), and JOHN C. MECHEM of the City of Chicago, Illinois, as Trustees, (hereinafter collectively called the "Trustees") second parties.

WHEREAS, under date of November 1, 1926, the Company did execute and deliver to the Trustees its First Lien Collateral Indenture (hereinafter called the "indenture") to secure bonds of the Company issued and to be issued as provided in said Indenture without limit as to aggregate principal amount (hereinafter called the "bonds") of which at the date of execution and delivery hereof there are issued and outstanding Four Million Dollars (\$4,000,000) principal amount of First Lien Collateral 30 Year 5½% Gold Bonds of Series A, and of which there are presently to be issued Six Hundred Fifty Thousand Dollars (\$650,000) principal amount of additional First Lien Collateral 30 Year 5½% Gold Bonds of Series A; and

WHEREAS, the Company has determined to create and authorize a new series of bonds to be issued under the Indenture, to be known as "Series B" and designated as hereinafter provided; and

WHEREAS, by Section 1 of Article 1 of the Indenture, it is provided that the bonds of each series (excepting Series A) shall bear such date, be payable on such date, bear interest at such rate, payable at such time or times and at such place or places, bear such designation or title in said Indenture provided for, and contain such other provisions, if any, with respect to tax exemptions, tax reimbursements, redemption, sinking fund, conversion into stock or other securities of the Company, limitation of the aggregate principal amount of bonds of such series to be issued, and/or other characteristics not in conflict with the terms of said Indenture, as the Board of Directors of the Company shall determine with respect to the bonds of such series, prior to the authentication of any bonds thereof; and

WHEREAS, the Board of Directors of the Company has duly authorized the execution and delivery of this Supplemental Indenture, to set forth the form and substance of said bonds of Series B, and the terms, provisions and conditions thereof, pursuant to Section 1 of Article XVII of the Indenture, and for the purpose of enabling the Company to comply with the requirements of paragraph (e) of Section 7 of Article II of the Indenture, and has duly approved the form of this Supplemental Indenture and all provisions thereof;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

SECTION I. A series of bonds to be issued under the Indenture, and in conformity with the provisions thereof, is hereby created to be known as the Company's "First Lien Collateral 5½% Gold Bonds, Series B. Said bonds of Series B shall be limited to the aggregate principal amount of \$10,000,000, shall be dated May 1, 1928, shall be payable November 1, 1956, and shall bear interest at the rate of 5½% per annum, payable semi-annually on the first day of May and the first day of November in each year. Said bonds shall be coupon bonds, registerable as to principal only, and shall be in denomination of \$1,000 and \$500 each. The form of said bonds and coupons and of the certificate of the Trustee to be endorsed thereon shall be substantially as follows:

For Release of amended Mortgage see
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(Form of Bond of Series B)

UNITED STATES OF AMERICA ,
State of Delaware.CENTRAL WEST PUBLIC SERVICE COMPANY
First Lien Collateral 5½% Gold Bond Series B.

No.

\$

CENTRAL WEST PUBLIC SERVICE COMPANY, a Delaware corporation (hereinafter called the Company), for value received, hereby promises to pay to the bearer, or if this bond be registered as to principal, then to the registered holder hereof, the sum ofDollars on the first day of November, 1956, and to pay interest on said sum from the date hereof until the same shall be paid at the rate of five and one-half per centum per annum, payable half yearly on the first day of May and of November in each year. Until the maturity of this bond, such interest shall be paid only in accordance with and upon presentation and surrender of the annexed coupons as they severally become due. Both the principal and the interest of this bond shall be payable at the office of the First Trust and Savings Bank in the City of Chicago, Illinois, in gold coin of the United States of America of or equal to the standard of weight and fineness existing on May 1, 1928. So far as may be lawful, such interest shall be paid without deduction for any tax or taxes upon the income of the holder hereof (except such portion of any income tax with respect to income derived from such interest as shall be in excess of two per centum) which the Company or the Trustee hereinafter mentioned, or any one acting in behalf of them, or either of them, may be required or permitted to pay on or to deduct from such interest under or by reason of the present or any future income tax law of the United States. The Company will reimburse, as provided in the Supplemental Indenture hereinafter mentioned, dated May 1, 1928, the bearer or registered holder hereof, as the case may be, in respect of the Iowa six mills tax, the Pennsylvania and Connecticut four mills tax, the Maryland four and one-half mills tax, the California and Kentucky five mills tax, the Kansas two and one-half mills tax, the Massachusetts six per centum income tax on interest, the New Hampshire three per centum income tax on interest, and any similar taxes hereafter imposed by the State of Maine, not exceeding five mills personal property tax or six per centum income tax on interest, paid by such bearer or registered holder hereof, if application therefor be made in the manner and upon the conditions provided in said Supplemental Indenture, within sixty days after the date of the payment of any such tax, but the Company shall in no event be liable to reimburse such bearer or registered holder for any interest accrued or penalty imposed and paid in addition to the amount of any such tax as originally assessed.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and, irrespective of the designation thereof or the series in which issued, all equally secured by the First Lien Collateral Indenture (herein called the Mortgage) dated November 1, 1926, and indentures supplemental thereto given by the Company to the First Trust and Savings Bank, as Trustee, and John C. Mechem, as Co-Trustee, to which reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, and the rights of the Company and of the holders of said bonds and of the Trustees in respect of such security. By the terms of the Mortgage the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Mortgage provided. The bonds of the series of which this bond is one are designated First Lien Collateral 5½% Gold Bonds, Series B, (herein called "bonds of Series B"), and are limited in aggregate principal amount to Ten Million Dollars (\$10,000,000), as provided in a Supplemental Indenture, dated May 1, 1928, executed by the Company, with said First Trust and Savings Bank, as Trustee, and said John C. Mechem, as Co-Trustee.

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At the option of the Company and upon the notice and in the manner and with the effect provided in the Mortgage, any or all of the bonds of Series B may be redeemed by the Company on any interest payment date by the payment of the principal and accrued interest to the date of redemption and a premium of five per centum upon such principal.

In case of certain events of default specified in the Mortgage, the principal of this bond may be declared or may become due and payable in the manner and with the effect provided in the Mortgage.

No recourse shall be had for the payment of the principal or interest of this bond, or for any claim based hereon, or otherwise in respect hereof or of the Mortgage, to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, either directly or through the Company, under any constitution or 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 the holder hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

This bond shall pass by delivery unless registered as to principal in the holder's name at the office of the Trustee in the City of Chicago, Illinois, on registry books to be kept for the purpose at such place, such registration being noted hereon as provided in the Mortgage. After such registration no further transfer of this bond shall be valid unless made on said books by the registered holder in person or by attorney duly authorized, and similarly noted hereon; but this bond may be discharged from registry by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this bond may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the attached coupons which shall always be transferable by delivery and be payable to bearer.

Neither this bond nor any interest coupon appertaining hereto shall be valid or become obligatory for any purpose unless and until this bond shall have been authenticated by the execution by the Trustee or its successor in trust under the Mortgage of the certificate endorsed hereon.

IN WITNESS WHEREOF, the CENTRAL WEST PUBLIC SERVICE COMPANY has caused this bond to be executed in its name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries, and has caused the coupons hereto annexed to be authenticated by a facsimile signature of its Treasurer this first day of May, 1928.

CENTRAL WEST PUBLIC SERVICE COMPANY,

By.....
..... President.

Attest:
.....
.....Secretary.

(All United States taxes payable in respect of the issue of this bond have been paid and the required stamps evidencing payment thereof have been affixed to an original counterpart of the within mentioned Mortgage in the possession of the Trustee and duly canceled.)

(Form of Coupon)

No. \$

On theday of, 19...., unless the bond hereinafter mentioned shall have been called for previous redemption, Central West Public Service Company will, without deduction for so much of any Federal income tax as shall not be in excess of two per centum of the face value of this coupon, pay to bearer at the office of the First Trust and Savings Bank, Chicago, Illinois, upon surrender hereof,..... Dollars in gold coin of the United States of America, being six months' interest then due

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on its First Lien Collateral 5½% Gold Bond, Series B, No.

.....
Treasurer.

(Form of Trustee's Certificate)

This bond is one of the bonds of the series designated therein, described in the within mentioned Mortgage.

.....
Trustee.

By.....

SECTION 2. So far as may be lawful, the interest upon said bonds of Series B shall be paid without deduction for any tax or taxes upon the income of the holder thereof (except such portion of any income tax with respect to income derived from such interest as shall be in excess of two per centum) which the Company or the Trustee, or anyone acting in behalf of them, or either of them, may be required or permitted to pay on or to deduct from such interest under or by reason of the present or any future income tax law of the United States; and the Company hereby covenants and agrees to pay all such taxes and governmental charges, except as above provided. The Company will reimburse, as hereinafter provided, the bearer or registered holder, as the case may be, of any bond of Series B, in respect of the Iowa six mills tax, the Pennsylvania and Connecticut four mills tax, the Maryland four and one-half mills tax, the California and Kentucky five mills tax, the Kansas two and one-half mills tax, the Massachusetts six per centum income tax on interest, the New Hampshire three per centum income tax on interest, and any similar taxes hereafter imposed by the State of Maine, not exceeding five mills personal property tax or six per centum income tax on interest, paid by such bearer or registered holder; provided that written application, verified by the applicant, shall be made by such bearer or registered holder to the Company, or to the Trustee (and if to the Trustee with instructions to transmit the same to the Company), within sixty (60) days after payment of such tax by such applicant, and that such application shall set forth the fact of the ownership by the applicant of the bond or bonds of Series B in respect of which such tax was paid, together with the number or numbers thereof, the residence and post office address of such applicant at the time such tax was assessed against and paid by him as a resident of one of such states, that such tax was assessed because of the ownership of such bond or bonds of Series B, and such further facts with respect to the legal liability of such applicant to pay such tax as the Company may reasonably require. The Company shall in no event be liable to reimburse such bearer or registered holder for any interest accrued or penalty imposed or paid in addition to the amount of such tax as originally assessed.

SECTION 3. Any or all of the bonds of Series B shall be redeemable on any interest payment date at the option of the Company in the manner provided in Article V of the Indenture, by payment of the principal amount thereof and accrued interest and a premium of five per centum upon such principal amount.

SECTION 4. Said bonds of Series B shall be issued from time to time when authorized by the Board of Directors of the Company for the purposes permitted and in accordance with the provisions of Article II of the Indenture, subject in all respects to the provisions of Article I and all other provisions of the Indenture.

SECTION 5. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all of said counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said CENTRAL WEST PUBLIC SERVICE COMPANY has caused this instrument to be executed in its corporate name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed, attested by its Secretary or an Assistant

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Secretary, and said First Trust and Savings Bank has caused this instrument to be executed in its corporate name by its President, or a Vice President, and its corporate seal to be hereto affixed, attested by its Secretary or an Assistant Secretary, and said John C. Mechem has signed and sealed this instrument, in several counterparts, all as of the day and year first above written.

CENTRAL WEST PUBLIC SERVICE COMPANY,

By E B Crofoot
Vice President.

(Corporate Seal)

Attest:

Harry A Nordholm
Asst Secretary.

Signed by Central West Public Service Company in our presence:

C H Ross

D.H. Davis
Witnesses.

FIRST TRUST AND SAVINGS BANK,

By John C Mechem
Vice President.

(Corporate Seal)

Attest:

Robert L. Grinnell
Asst. Secretary.

Signed by First Trust and Savings Bank in our presence:

E J Allen

G C Loveless
Witnesses.

John C Mechem (Seal)

Signed by John C. Mechem in our presence:

E J Allen
G C Loveless
Witnesses.

State of Illinois,) ss.
County of Cook.)

I DO HEREBY CERTIFY that on this 29th day of May, in the year 1928, before me, W.W. Watts a Notary Public in and for said County, personally appeared E B Crofoot and Harry A Nordholm to me personally known and known to me to be respectively the Vice President and Asst. Secretary of Central West Public Service Company, one of the corporations that is described in and that executed the within and foregoing instrument, and known to me to be the same persons whose names are respectively subscribed as such Vice President and Asst. Secretary to the foregoing instrument, who being by me duly sworn, did say that they are respectively the Vice President and Asst. Secretary of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors and said E.B Crofoot and Harry A Nordholm acknowledged to me that such corporation executed the same, and acknowledged said instrument and the execution thereof to be the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses and purposes therein set forth; and I further certify that said E B Crofoot and Harry A Nordholm are known to me to be authorized to make such acknowledgment by the by-laws of said corporation and by resolution of its Board of Directors, and are known to me to be officers of said corporation described in the within instrument, having authority to execute such instrument.

NOTARIAL

Given under my hand and official seal this 29th day of May, A.D. 1928

SEAL

My Commission expires Feb. 24th. 1929

W W Watts
Notary Public.

State of Illinois,) ss.
County of Cook.)

I DO HEREBY CERTIFY that on this 29th day of May, in the year 1928, before me, A P Nickels a Notary Public in and for said County, personally appeared John C Mechem and Robert L. Grinnell, to me personally known and known to me to be respectively a Vice President and Assistant Secretary of First Trust and Savings Bank, one of the corporations that is described in and that executed the within and foregoing instrument, and known to

