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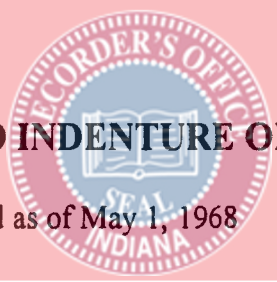
**INDIANA-AMERICAN WATER COMPANY, INC.**  
(formerly Kokomo Water Works Company)

**Document is NOT OFFICIAL!**  
**TO FIRST UNION NATIONAL BANK**  
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**STOP**

**NINETEENTH SUPPLEMENTAL INDENTURE**  
 Dated as of January 1, 2000

**SUPPLEMENTAL TO INDENTURE OF MORTGAGE**  
 Dated as of May 1, 1968




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This is a **NINETEENTH SUPPLEMENTAL INDENTURE**, dated as of the 1st day of January, 2000, made by and between **INDIANA-AMERICAN WATER COMPANY, INC.** (formerly Kokomo Water Works Company), a corporation duly organized and existing under the laws of the State of Indiana (hereinafter referred to as the "Company"), and **FIRST UNION NATIONAL BANK** (formerly First Fidelity Bank, National Association, formerly First Fidelity Bank, N.A., Pennsylvania, formerly Fidelity Bank, National Association and formerly The Fidelity Bank), a national banking association having its principal office in the City of Philadelphia, Commonwealth of Pennsylvania (hereinafter referred to as the "Trustee").

### RECITALS

The background of this **Nineteenth Supplemental Indenture** is:

A. The Company has heretofore executed and delivered to the Trustee (a) its Indenture of Mortgage dated as of May 1, 1968 (hereinafter sometimes referred to as the "Original Indenture"), (b) a First Supplemental Indenture dated as of September 1, 1974, (c) a Second Supplemental Indenture dated as of November 1, 1977, (d) a Third Supplemental Indenture dated as of March 1, 1982, (e) a Fourth Supplemental Indenture dated as of May 1, 1983, (f) a Fifth Supplemental Indenture dated as of November 1, 1983, (g) a Sixth Supplemental Indenture dated as of October 1, 1985, (h) a Seventh Supplemental Indenture dated as of November 1, 1988, (i) an Eighth Supplemental Indenture dated as of March 1, 1990, (j) a Ninth Supplemental Indenture dated as of December 1, 1990, (k) a Tenth Supplemental Indenture dated as of November 1, 1991, (l) an Eleventh Supplemental Indenture dated as of September 1, 1992, (m) a Twelfth Supplemental Indenture dated as of September 1, 1993, (n) a Thirteenth Supplemental Indenture dated as of May 1, 1994, (o) a Fourteenth Supplemental Indenture dated as of January 1, 1995, (p) a Fifteenth Supplemental Indenture dated as of September 1, 1995, (q) a Sixteenth Supplemental Indenture dated as of June 1, 1997, (r) a Seventeenth Supplemental Indenture dated as of June 1, 1998 and (s) an Eighteenth Supplemental Indenture dated as of June 1, 1999 (the Original Indenture and all indentures supplemental thereto being sometimes referred to hereinafter as the "Indiana-American Indenture"), to secure the payment of the principal of and premium (if any) and interest on all bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which such bonds may be issued.

B. There are currently outstanding twelve series of general mortgage bonds issued under the Indiana-American Indenture (hereinafter referred to, collectively, as the "General Mortgage Bonds").

C. Pursuant to an Agreement and Plan of Merger previously executed by the Company and Northwest Indiana Water Company ("Northwest"), a statutory merger is being effectuated pursuant to which Northwest is being merged into the Company, with the Company being the surviving corporation, which merger shall be effective as of the 1st day of January, 2000.

D. Pursuant to the merger, the Company, as the surviving corporation, (a) succeeds to all property, rights, privileges, powers and franchises of Northwest, and (b) assumes all obligations of Northwest, including, but not limited to, all obligations imposed under a Mortgage Indenture dated as of August 1, 1991 from Northwest to Bank One Trust Company, NA (formerly NBD Bank, NA, formerly Gainer Bank, National Association), as Trustee, as supplemented and amended by four supplemental indentures dated, respectively, as of January 1, 1994, June 1, 1996, December 1, 1998 and January 1, 2000 (which Indenture as so supplemented and amended is hereinafter referred to as the "Northwest Indenture").

E. There are currently outstanding under the Northwest Indenture (a) \$9,000,000 in principal amount of 6.99% Mortgage Bonds, Series B, (b) \$10,000,000 in principal amount of 5.90% Mortgage Bonds, Series C, and (c) \$8,000,000 in principal amount of 5.00% Mortgage Bonds, Series D.

F. The Company, in the exercise of the powers and authority conferred upon or reserved to it by the provisions of the Indiana-American Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee this Nineteenth Supplemental Indenture in order to grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustee certain property acquired by the Company since the execution and delivery of the Eighteenth Supplemental Indenture.

G. All things necessary to make this Nineteenth Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done and performed.

**NOW, THEREFORE, THIS NINETEENTH SUPPLEMENTAL INDENTURE WITNESSETH** that the Company, in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of One Dollar to it duly paid by the Trustee, the receipt and sufficiency of which are hereby acknowledged, and in order further to secure the payment of the principal of and premium (if any) and interest on all bonds issued and to be issued under the Indiana-American Indenture, according to their tenor and effect, and the performance and observance by the Company, of all of the covenants and conditions contained in the General Mortgage Bonds and in the Indiana-American Indenture and intending to be legally bound, does hereby ratify and confirm its mortgage and pledge to the Trustee of all property, rights and franchises described in the Granting Clauses of the Indiana-American Indenture (except such thereof as may heretofore have been released from the lien of the Indiana-American Indenture in accordance with the terms thereof) and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustee, and to its successors in the trust, and to them and their assigns forever, all property, rights and franchises acquired by the Company subsequent to the execution and delivery of the Eighteenth Supplemental Indenture including, but without limiting the generality of the foregoing, the property subject to the lien of the Northwest Indenture acquired by the Company as a result of the previously described merger.

**TOGETHER WITH** all and singular, the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property, rights and franchises or any part thereof, with the reversion and reversions, remainder and remainders, and, to the extent permitted by law, all tolls, rents, revenues, issues, income, produce and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property, rights and franchises and every part and parcel thereof.

**SAVING AND EXCEPTING, HOWEVER,** from the property hereby mortgaged and pledged all of the property of every kind and type saved and excepted from the Original Indenture by the terms thereof.

**SUBJECT, HOWEVER,** to the exceptions, reservations and matters of the kind and type recited in the Original Indenture, including, without limitation, the prior lien and all the provisions of the Northwest Indenture as it now exists and as it may be hereafter supplemented and amended for any purposes permitted thereby other than the creation of additional series of bonds thereunder.

**TO HAVE AND TO HOLD** all said premises, property, assets, rights and franchises granted, bargained, sold, released, conveyed, transferred, assigned, mortgaged, pledged, set over or confirmed by the Company as aforesaid or intended so to be unto the Trustee and its successors in the trust, and to them and their assigns;

**IN TRUST, NEVERTHELESS,** upon the terms and trusts set forth in the Original Indenture for the equal and proportionate benefit and security of those who shall own the General Mortgage Bonds and any series of bonds issued hereafter under the Indiana-American Indenture (collectively, the "Bonds"), or any of them, without preference, priority or distinction of any Bonds over any others thereof by reason of priority in the time of the issue or negotiation thereof, by reason of the date of maturity thereof, or for any other reason whatsoever, so that all Bonds at any time issued and outstanding under the Indiana-American Indenture shall have the same right, lien and preference under and by virtue thereof, and shall all be equally secured thereby, with like effect as if they had all been executed, authenticated and delivered simultaneously on the date of the Original Indenture; provided that Bonds of different series may contain different terms and conditions than Bonds of other series in the respects set forth in Section 2.03 of the Original Indenture; and provided, further, that the Company may in any indenture supplemental to the Original Indenture add to the conditions, limitations, restrictions, covenants and agreements of the Original Indenture, in the manner set forth in clauses (a) and (b) of Section 12.01 thereof, for the sole benefit of any one or more series of Bonds.

**AND THIS NINETEENTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH** that the Company, for itself and its successors, does hereby covenant and agree to and with the Trustee and its successors in the trust, for the benefit of those who shall own said bonds or any of them as follows:

**PART I**

**THE TRUSTEE**

The Trustee hereby accepts the trusts hereunder and agrees to perform the same, but only upon the terms and conditions set forth in the Original Indenture and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect to the validity or sufficiency of this Nineteenth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general, each and every term and condition contained in Article XI of the Original Indenture shall apply to this Nineteenth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Nineteenth Supplemental Indenture.

**PART II**

**REAFFIRMATION OF INDENTURE**

The covenants, agreements, conditions, limitations and restrictions in the Indiana-American Indenture are hereby reaffirmed to the same extent as if they were herein set forth in full, except insofar as any of the provisions thereof may be inconsistent with any of the provisions herein. The Company reaffirms its agreement to pay, duly and punctually, the principal of and any premium which may be due and payable on and the interest on the General Mortgage Bonds in accordance with the provisions of the General Mortgage Bonds and of the Indiana-American Indenture and its agreement to perform, observe and fulfill, duly and punctually, all the terms, covenants and conditions of the Indiana-American Indenture to be performed, observed or fulfilled by the Company.

**PART III**

**MISCELLANEOUS PROVISIONS**

For all purposes hereof, all terms contained in this Nineteenth Supplemental Indenture shall, except as the context may otherwise require or as provided herein, have the meanings given to such terms in the Original Indenture.

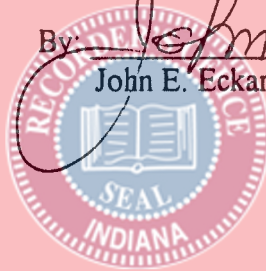
This Nineteenth Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

This Nineteenth Supplement Indenture is effective as of the day and year first above written.

**IN WITNESS WHEREOF, INDIANA-AMERICAN WATER COMPANY, INC.** has caused this Nineteenth Supplemental Indenture to be signed in its corporate name by its President and sealed with its corporate seal attested by its Secretary and **FIRST UNION NATIONAL BANK** has caused this Nineteenth Supplemental Indenture to be signed by one of its Vice Presidents or one of its Assistant Vice Presidents, and sealed with its corporate seal attested by an Authorized Officer, all as of the day and year first above written.

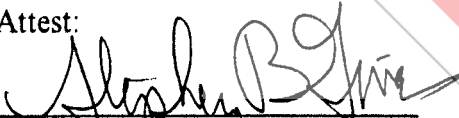
**INDIANA-AMERICAN WATER COMPANY,  
INC.**

By:   
John E. Eckart, President



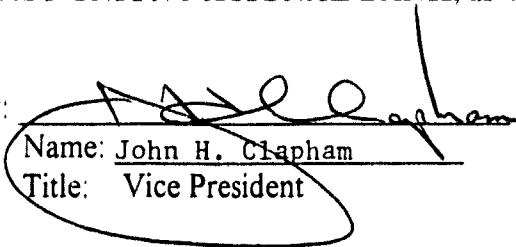
(SEAL)

Attest:

  
Stephen B. Givens, Secretary

FIRST UNION NATIONAL BANK, as Trustee


By:

  
Name: John H. Clapham  
Title: Vice President

(SEAL)

Attest:

By:

  
Name: David C. Leondi  
Title: Vice President



STATE OF INDIANA     )  
  ) SS:  
COUNTY OF JOHNSON    )

Before me, Deane F. Rabourn, a Notary Public in and for the County and State aforesaid, this 28th day of December, 1999, personally appeared John E. Eckart and Stephen B. Givens, known to me to be the President and Secretary, respectively, of Indiana-American Water Company, Inc., and as such President and Secretary and for and on behalf of said corporation acknowledged the execution of the foregoing instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of December, 1999.

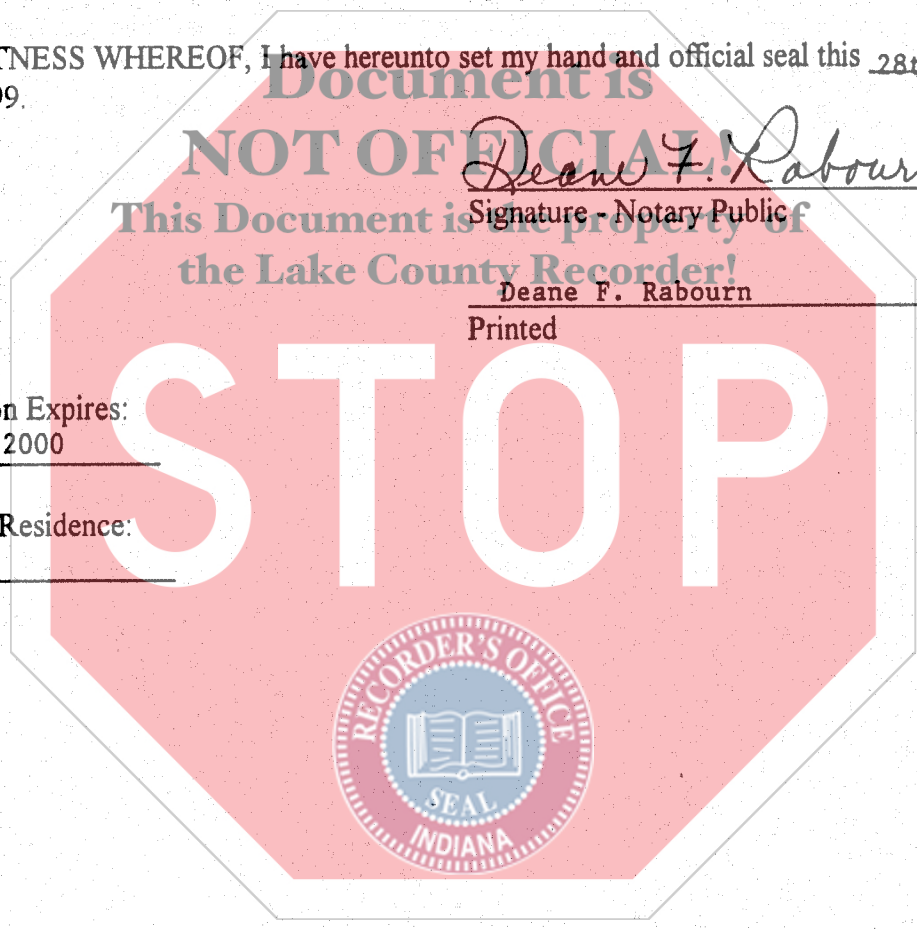
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Deane F. Rabourn  
Signature - Notary Public

Deane F. Rabourn  
Printed

My Commission Expires:  
July 12, 2000

My County of Residence:  
Shelby





COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF PHILADELPHIA )

Before me, Joann Fantini, a Notary Public in and for the County and State aforesaid, this 3rd day of January, 2000, personally appeared John H. Clapham and David C. Leondi, known to me to be an Vice President and an Authorized Officer, respectively, of First Union National Bank, and as such ~~Assistant~~ Vice President and Authorized Officer and for and on behalf of said national banking association acknowledged the execution of the foregoing instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2000.

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Joann Fantini  
Signature - Notary Public

Joann Fantini

Printed

Notarial Seal  
Joann Fantini, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires July 26, 2003

My Commission Expires:  
July 26, 2003

My County of Residence:  
Philadelphia

First Union National Bank, mortgagee and trustee within named, hereby certifies that its precise name and address are First Union National Bank, 123 Broad Street, Philadelphia, Pennsylvania 19109.



FIRST UNION NATIONAL BANK

By: David C. Leondi  
Authorized Officer

David C. Leondi  
Printed

This instrument was prepared by Daniel W. McGill, Attorney-At-Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

INDS01 DWM 333694