173-2699
DELAWARE COUNTY IOWA
FILED
'92 MAR 25 AM 9 58
BOOK 115 PAGE 155
RECORDER
$80.00

Iowa Electric Light & Power Co.
Box 351
Cedar Rapids, IA 52406

G-445

IOWA ELECTRIC LIGHT AND POWER COMPANY

To

THE FIRST NATIONAL BANK OF CHICAGO

Trustee

Fifty-Eighth Supplemental

Indenture

Dated as of March 1, 1992

SUPPLEMENTAL TO

INDENTURE OF MORTGAGE AND DEED OF TRUST

DATED AS OF AUGUST 1, 1940

FILE No. 173-2699
RECORDING FEE $ 80.00
TRANSFER FEE $

FILED FOR RECORD THE 25 DAY OF March 1992 AT 9:58 O'CLOCK A. M. BOOK 115 PAGE 155

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
LM CM 31

THIS FIFTY-EIGHTH SUPPLEMENTAL INDENTURE, dated as of March 1, 1992, between IOWA ELECTRIC LIGHT AND POWER COMPANY, a corporation organized and existing under the laws of the State of Iowa (hereinafter called the "Company"), party of the first part, and THE FIRST NATIONAL BANK OF CHICAGO, as Trustee, a national banking association organized and existing under the laws of the United States of America, party of the second part,

W I T N E S S E T H:

WHEREAS, the Company has heretofore executed and delivered its Indenture of Mortgage and Deed of Trust, dated as of August 1, 1940 (hereinafter called the "Original Indenture"), to the Trustee to secure the First Mortgage Bonds of the Company, issuable in series; and

WHEREAS, the Company thereafter executed and delivered certain Supplemental Indentures, First through Fifty-eighth, inclusive, for the various purposes of creating additional series of Bonds, conveying and confirming unto the Trustee certain additional property, correcting the description of a certain parcel of land as set forth in the Original Indenture and amending the Original Indenture in certain respects (the Original Indenture and the above referred to Supplemental Indentures including this Fifty-eighth Supplemental Indenture being herein sometimes collectively referred to as the "Indenture"); and

WHEREAS, there have been issued and are now outstanding under the Indenture the following described First Mortgage Bonds:

First Mortgage Bonds	Principal Amount
Series J, 6-1/4% due 1996	$15,000,000
Series K, 8-5/8% due 1999	20,000,000
Series L, 7-7/8% due 2000	15,000,000
Series M, 7-5/8% due 2002	30,000,000
Series P, 6.70% due 2006	7,000,000
Series Q, 6.70% due 2006	2,200,000
Series R, 8-1/4% due 2007	25,000,000
Series W, 9-3/4% due 1995	50,000,000
Series X, 9.42% due 1995	50,000,000
Series Y, 8-5/8% due 2001	60,000,000

WHEREAS, the Original Indenture in Section 158 provides that the Company, when authorized by resolution of the Board, and the Trustee, may at any time, subject to the restrictions in the Original Indenture contained, enter into such an indenture supplemental to the Original Indenture as may or shall be by them deemed necessary or desirable for the purpose of creating any new series of Bonds or of adding to the covenants and agreements of the Company in the Original Indenture contained, other covenants and agreements thereafter to be observed by the Company and for

any other purpose not inconsistent with the terms of the Original Indenture and which shall not impair the security of the same; and

WHEREAS, the Company desires to execute and deliver this Fifty-eighth Supplemental Indenture, in accordance with the provisions of the Original Indenture, for the purpose of providing for the creation of a new series of bonds to be designated "First Mortgage Bonds, Series Z, 7.60%, Due March 1, 1999" (hereinafter called the "Bonds of Series Z"), and for the purpose of adding to the covenants and agreements of the Company in the Original Indenture contained, other covenants and agreements hereafter to be observed by the Company; and

WHEREAS, all acts and proceedings required by law and by the Articles of Incorporation of the Company, including all action requisite on the part of its stockholders, directors and officers, necessary to make the Bonds of Series Z, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute the Indenture a valid and binding mortgage and deed of trust for the security of the Bonds in accordance with the terms of the Indenture and the terms of the Bonds, have been done and taken; and the execution and delivery of this Fifty-Eighth Supplemental Indenture have been in all respects duly authorized.

NOW, THEREFORE, THIS FIFTY-EIGHTH SUPPLEMENTAL INDENTURE WITNESSETH, that, in order further to secure the payment of the principal of, premium, if any, and interest on all Bonds at any time issued and outstanding under the Indenture, according to their tenor, purport and effect, and to secure the performance and observance of all the covenants and conditions in said Bonds and in the Indenture contained (except any covenant of the Company with respect to the refund or reimbursement of taxes, assessments or other governmental charges on account of the ownership of any Bonds, or the income derived therefrom, for which the holders of such Bonds shall look only to the Company and not to the property mortgaged and pledged) and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds of Series Z by the holders thereof, and of the sum of $1.00 duly paid to the Company by the Trustee at or before the ensealing and delivery hereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Fifty-eighth Supplemental Indenture, and, by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over, warrant and confirm unto the Trustee the properties of the Company described and referred to in the Original Indenture and all indentures supplemental thereto, as thereby conveyed or intended so to be, and not heretofore specifically released, together with all and

singular the plants, buildings, improvements, additions, tenements, hereditaments, easements, rights, privileges, licenses and franchises and all other appurtenances whatsoever belonging or in any wise appertaining to any of the property hereby mortgaged or pledged, or intended so to be, or any part thereof, now owned or which may hereafter be owned or acquired by the Company, and the reversion and reversions, remainder and remainders, and the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, property, claim and demand of every nature whatsoever of the Company, at law or in equity, or otherwise howsoever, in, of and to such property and every part and parcel thereof.

TO HAVE AND TO HOLD all and singular the lands, properties, estates, rights, franchises, privileges and appurtenances mortgaged, conveyed, pledged or assigned as aforesaid, or intended so to be, together with all the appurtenances thereunto appertaining, unto the Trustee and its successors and assigns forever, upon the trusts, for the uses and purposes and under the terms and conditions and with the rights, privileges and duties as in the Indenture set forth;

Subject, however, to the reservations, exceptions, limitations and restrictions contained in the several deeds, leases, servitudes, contracts or other instruments through which the Company acquired and/or claims title to and/or enjoys the use of the aforesaid properties; and subject also to Permitted Encumbrances (as defined in Section 24 of the Original Indenture) and, as to any property acquired by the Company since the execution and delivery of the Original Indenture, to any liens thereon existing, and to any liens for unpaid portions of the purchase money placed thereon, at the time of such acquisition, but only to the extent that such liens are permitted by Sections 72 and 83 of the Original Indenture, as amended, and Section 5 of this Fifty-Eighth Supplemental Indenture;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate use, benefit, security and protection of those who from time to time shall hold the Bonds and coupons authenticated and delivered under the Indenture and duly issued by the Company, without any discrimination, preference or priority of any one Bond or coupon over any other by reason of priority in the time of issue, sale or negotiation thereof or otherwise, except as provided in Section 69 of the Original Indenture, so that, subject to said provisions, each and all of said Bonds and coupons shall have the same right, lien and privilege under the Indenture and shall be equally and ratably secured thereby (except as any sinking, amortization, improvement, renewal or other fund, or any other covenants or agreements established in accordance with the provisions of the Original Indenture, may afford additional security for the Bonds of any particular

series), and shall have the same proportionate interest and share in the Trust Estate (as defined in the Original Indenture), with the same effect as if all of the Bonds and coupons had been issued, sold and negotiated simultaneously on the date of the delivery of the Original Indenture; and in trust for enforcing payment of the principal of the Bonds and of the interest and premium, if any, thereon, according to the tenor, purport and effect of the Bonds and coupons and of the Indenture, and for enforcing the terms, provisions, covenants and stipulations therein and in the Bonds set forth, and upon the trusts, uses and purposes and subject to the covenants, agreements and conditions set forth and declared in the Indenture;

AND THIS FIFTY-EIGHTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, that the Company hereby covenants and agrees to and with the Trustee and its successors and assigns forever as follows:

SECTION 1. There shall be, and is hereby created, a new series of Bonds, known as and entitled "First Mortgage Bonds, Series Z, 7.60%, Due March 1, 1999," and the form thereof shall be substantially as hereinafter set forth.

The principal amount of the Bonds of Series Z shall be limited to $50,000,000, except in case of the issuance of Bonds as provided in Section 14 of the Original Indenture on account of mutilated, lost, stolen, or destroyed Bonds. The Bonds of Series Z shall be registered Bonds only without coupons of the denomination of $1,000 and any multiple of $1,000, and of such respective amounts of each of said denominations as may be executed by the Company and delivered to the Trustee for authentication and delivery. Notwithstanding the provisions of Section 7 of the Original Indenture to the contrary, no reservation of unissued coupon Bonds shall be required with respect to the Bonds of Series Z. All Bonds of Series Z shall mature March 1, 1999, and shall bear interest at the rate of 7.60% per annum from the dates hereinafter indicated until the principal thereof shall have become due and payable, such interest to be payable semi-annually on the first day of March and September in each year, the first interest payment date being September 1, 1992 and shall bear interest on any overdue principal and on any overdue installment of interest at the rate of 7.60% per annum (to the extent that payment of such interest is enforceable under applicable law). The principal, premium, if any, and the interest on the Bonds of Series Z shall be payable at the office of the Trustee in the City of Chicago, State of Illinois, or at the option of the holder, at the principal corporate trust office of First Chicago Trust Company of New York in the Borough of Manhattan in the City of New York, in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts. The Bonds of Series Z shall be subject to redemption under certain

circumstances specified in Section 54 of the Original Indenture as amended.

Notwithstanding the provisions of the last paragraph of Section 7 of the Original Indenture to the contrary, every Bond of Series Z shall be dated as of the date of its authentication and shall bear interest from the first day of March or September, as the case may be, next preceding the date of such Bond to which interest has been paid, unless the date of such Bond is the date to which interest has been paid, in which case from the date of such Bond, or unless the date of such Bond is prior to the first payment of interest, in which case from March 1, 1992. Notwithstanding the foregoing, when there is no existing default in the payment of interest on the Bonds of Series Z, all Bonds of Series Z authenticated by the Trustee after the close of business on any record date (as hereinafter defined) for any interest payment date (March 1 or September 1, as the case may be) and prior to such interest payment date shall be dated as of and shall bear interest from such interest payment date; provided however, that if and to the extent that the Company shall default in the interest due on such interest payment date, then any such Bond shall bear interest from the March 1 or September 1, as the case may be, next preceding the date of such Bond to which interest has been paid, unless such interest payment date is September 1, 1992, in which case from March 1, 1992. The person in whose name any Bonds of Series Z are registered at the close of business on any record date (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such Bond upon any transfer or exchange subsequent to the record date and prior to such interest payment date; provided, however,that if and to the extent the Company shall default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the persons in whose names outstanding Bonds of Series Z are registered on the date of payment of such defaulted interest. The term "record date" as used in this Section with respect to any interest payment date shall mean the fifteenth day of the calendar month prior to such interest payment date.

Notwithstanding Section 11 of the Original Indenture, the Company may execute, and the Trustee shall authenticate and deliver definitive Bonds of Series Z in typewritten form.

Subject to the provisions of Section 8 of the Original Indenture, all definitive Bonds of Series Z shall be interchangeable for other Bonds of Series Z of a different authorized denomination or denominations, as requested by the holder surrendering the same, upon surrender to the Trustee at its principal office or, at option of the holder, at the office of First Chicago Trust Company of New York, the agent of the Company in the Borough of Manhattan, the City of New York.

Anything contained in Section 13 of the Original Indenture notwithstanding, upon such interchange of Bonds of Series Z, no charge may be made by the Company except the payment of a sum sufficient to reimburse the Company for any stamp tax or other governmental charge incident thereto.

The Trustee is hereby appointed Registrar of the Bonds of Series Z for the purpose of registering and transferring Bonds of Series Z as in Section 12 of the Original Indenture provided. Bonds of Series Z may also be so registered and transferred at the principal corporate trust office of First Chicago Trust Company of New York in the Borough of Manhattan in the City of New York, which company is hereby authorized to act as co-Registrar of Bonds of Series Z in the City of New York. In case any Bonds of Series Z shall be redeemed in part only, any delivery pursuant to Section 97 of the Original Indenture of a new Bond or Bonds of Series Z of an aggregate principal amount equal to the unredeemed portion of such Bond of Series Z shall, at the option of the registered owner, be made by the co-Registrar. For all purposes of Articles Eleven and Eighteen of the Original Indenture, First Chicago Trust Company of New York in the City of New York, as the New York Paying Agent for Bonds of Series Z, shall be deemed to be the agent of the Trustee for the purpose of receiving all or any part, as may be directed by the Trustee, of any deposit for the purpose of redeeming, or of paying at maturity, any Bonds of Series Z, and any money so deposited with First Chicago Trust Company of New York in the City of New York, upon the direction of the Trustee, in trust for the purpose of paying the redemption price of, or of paying at maturity, any Bonds of Series Z, shall be deemed to constitute a deposit in trust with, and to be held in trust by, the Trustee in accordance with the provisions of Article Eleven or Eighteen of the Original Indenture.

The Company shall not be required to make transfers or exchanges of Bonds of Series Z for a period of ten days next preceding any selection by lot of Bonds to be redeemed. The Company shall not be required to make transfers or exchanges of any Bonds called or being called for redemption.

So long as any Bonds of Series Z shall be outstanding, in addition to the offices or agencies required to be maintained by the provisions of the Original Indenture, the Company shall keep or cause to be kept at an office or agency to be maintained by the Company in the Borough of Manhattan, the City of New York, books for the registration and transfer of Bonds of Series Z pursuant to the foregoing provisions of this Section and to the provisions of the Original Indenture.

SECTION 2. For the purpose of redemption under certain circumstances specified in Section 54 of the Original Indenture, as amended, by the application of cash received by the Trustee as

the result of the taking by eminent domain or of the purchase by a public authority of properties of the Company, the Bonds of Series Z shall be redeemable at a special redemption price of 100% of the principal amount thereof together with accrued interest to the date fixed for redemption.

SECTION 3. The Bonds of Series Z and the certificate of authentication to be borne by the Bonds shall be substantially in the following forms, respectively:

[FORM OF FACE OF BOND]

No. $

IOWA ELECTRIC LIGHT AND POWER COMPANY
FIRST MORTGAGE BOND, SERIES Z, 7.60%

Due March 1, 1999

IOWA ELECTRIC LIGHT AND POWER COMPANY (hereinafter called the "Company"), a corporation of the State of Iowa, for value received, hereby promises to pay to _____ or registered assigns, on the first day of March, 1999, at the office of the Trustee in the City of Chicago, Illinois, or, at the option of the registered owner, at the principal corporate trust office of First Chicago Trust Company of New York in the Borough of Manhattan, the City of New York, $_____ in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts, and to pay interest thereon at the rate of 7.60% per annum, payable at said office of the Trustee, or at the option of the registered owner, at said principal corporate trust office of First Chicago Trust Company of New York in the City of New York, in like coin or currency, semi-annually on March 1 and September 1 in each year from the first day of March or September, as the case may be, next preceding the date of this Bond to which interest has been paid, unless the date hereof is the date to which interest has been paid, in which case from the date of this Bond, or unless the date hereof is prior to the first payment of interest on the Bonds, in which case from March 1, 1992, until the principal hereof shall have become due and payable, and to pay interest on any overdue principal and on any overdue installment of interest at the rate of 7.60% per annum (to the extent that payment of such interest is enforceable under applicable law). The interest so payable on any March 1 or September 1 will, subject to certain exceptions provided in the Indenture, be paid to the persons in whose names the Bonds are registered at the close of business on the fifteenth day of the calendar month prior to such March 1 or September 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 until the certificate of authentication hereon shall have been signed by The First National Bank of Chicago, or its successor, as Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this Bond to be signed in its name, manually or in facsimile, by its President or one of its Vice Presidents and its corporate seal to be impressed or imprinted hereon and attested, manually or in facsimile, by its Secretary or one of its Assistant Secretaries.

Dated:

IOWA ELECTRIC LIGHT AND POWER COMPANY

By_____

Executive Vice President

ATTEST:

_____
Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

THE FIRST NATIONAL BANK OF CHICAGO,
As Trustee

By_____
Authorized Officer

[FORM OF REVERSE OF BOND]

IOWA ELECTRIC LIGHT AND POWER COMPANY
FIRST MORTGAGE BOND, SERIES Z, 7.60%

Due March 1, 1999

This Bond is one of an authorized issue of Bonds of the Company known as its "First Mortgage Bonds", issued and to be issued in series under, and all equally and ratably secured (except as any sinking, amortization, improvement, renewal or other fund, or any other covenants or agreements, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for the Bonds of any particular series) by an Indenture of Mortgage and Deed of Trust dated as of August 1, 1940, executed by the Company to The First National Bank of Chicago, as Trustee, as supplemented by fifty-eight Supplemental Indentures (including a Seventh Supplemental Indenture dated as of July 1, 1946, a Thirty-second Supplemental Indenture dated as of September 1, 1966, a Fifty-fifth Supplemental Indenture dated as of March 1, 1988, and a Fifty-sixth Supplemental Indenture dated as of October 1, 1988,) each duly executed by the Company to said Trustee (said Indenture, as so supplemented, being herein sometimes referred to as the "Indenture"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the holders of said Bonds, and of the Trustee and of the Company in respect of such security, and the terms and conditions upon which said Bonds are and are to be issued and secured. As provided in, and to the extent permitted by, the Indenture, the rights and obligations of the Company and of the holders of said Bonds may be changed and modified with the consent of the Company by the affirmative vote of the holders of at least 75% in principal amount of the Bonds then outstanding affected by such change or modification (excluding Bonds disqualified from voting by reason of the Company's interest therein as provided in the Indenture); provided, however, that without the consent of the registered owner hereof no such change or modification shall permit the reduction of the principal or the extension of the maturity of the principal of this Bond or the reduction of the rate of interest hereon or any other modification of the terms of payment of such principal or interest. As provided in the Indenture, said Bonds are issuable in series which may vary as in the Indenture provided or permitted. This Bond is one of a series of Bonds entitled "First Mortgage Bonds, Series Z, 7.60%, Due March 1, 1999".

This Bond is subject to redemption under certain circumstances specified in Section 54 of the Indenture by the application of cash received by the Trustee as the result of the taking by eminent domain or of the purchase by a public authority

of properties of the Company, as more fully provided in, and subject to the provisions of, the Indenture, upon at least 30 days prior notice, given as aforesaid, at a special redemption price of 100% of the principal amount thereof together with accrued interest to the date fixed for redemption.

If this Bond shall be selected for redemption and payment duly provided therefor as provided in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption, except that, if the principal amount of the indebtedness evidenced by this Bond shall be in excess of $1,000, then in the event of the selection for redemption of a part only of this Bond, interest shall cease to accrue as aforesaid only upon that portion of the principal amount hereof selected for redemption, and in such event payment of the redemption price will be made only upon surrender of this Bond in exchange for a Bond or Bonds of the same series of authorized denominations of an aggregate principal amount equal to the unredeemed balance of the principal amount of this Bond.

If an event of default, as defined in the Indenture, shall occur, the principal of this Bond may become or be declared due and payable, in the manner and with the effect provided in the Indenture.

This Bond is transferable by the registered owner hereof in person or by attorney authorized in writing at said office of the Trustee, or, at the option of the registered owner, at said principal corporate trust office of First Chicago Trust Company of New York in the City of New York, upon surrender and cancellation of this Bond and upon any such transfer a new Bond of the same series, for the same aggregate principal amount, will be issued to the transferee in exchange herefor. The Company and the Trustee 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.

This Bond, alone or with other Bonds of the same series, may be exchanged upon surrender thereof to the Trustee at said office of the Trustee, or, at the option of the registered owner, at said principal corporate trust office of First Chicago Trust Company of New York in the City of New York, for one or more other Bonds of the same series and of the same aggregate principal amount but of a different authorized denomination or denominations, upon payment of a sum sufficient to reimburse the Company for any stamp tax or other governmental charge incident thereto, and subject to the terms and conditions set forth in the Indenture.

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 the Indenture or of

any indenture supplemental thereto, against any incorporator, stockholder, director, or officer, as such, past, present or future, of the Company or of any predecessor or successor corporation, either directly or through the Company or any 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 by any legal or equitable proceeding or otherwise howsoever; all such liability being, by the acceptance hereof and as a part of the consideration for the issuance hereof, expressly waived and released by every registered owner hereof, as more fully provided in the Indenture; provided, however, that nothing herein or in the Indenture contained shall be taken to prevent recourse to and the enforcement of the liability, if any, of any shareholder or any stockholder or subscriber to capital stock upon or in respect of shares of capital stock not fully paid up.

[END OF BOND FORM]

SECTION 4. Anything contained in Sections 97 and 98 of the Indenture to the contrary notwithstanding, if less than all of the outstanding Bonds of Series Z are to be called for redemption, the Bonds of Series Z to be redeemed in whole or in part shall be designated by the Trustee (within 10 days after receipt from the Company of notice of its intention to redeem Bonds of Series Z) by lot according to such method as the Trustee shall deem proper in its discretion. For the purpose of any drawing, the Trustee shall assign a number for each $1,000 principal amount of each outstanding Bond.

The provisions of Section 97 of the Indenture relating to notations of partial redemption shall not apply to the Bonds of Series Z.

SECTION 5. The Company covenants and agrees that so long as any Bonds of Series Z shall be outstanding it will not acquire, by purchase, merger or otherwise, any property subject to any lien, either existing thereon prior to such acquisition or placed thereon at the time of such acquisition, other than Prepaid Liens and Permitted Encumbrances unless it shall comply with the provisions of Section 83 of the Original Indenture as amended by Section 18 of the Seventh Supplemental Indenture.

SECTION 6. The recitals contained in this Supplemental Indenture are made by the Company and not by the Trustee; and all of the provisions contained in the Original Indenture, as heretofore supplemented, in respect of the rights, privileges, immunities, powers, and duties of the Trustee shall, except as hereinabove modified, be applicable in respect hereof as fully and with like effect as if set forth herein in full.

SECTION 7. All the covenants, stipulations, promises and agreements in this 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 8. Nothing in this Supplemental Indenture expressed or implied is intended or shall be construed to give to any person other than the Company, the Trustee, and the holders of the Bonds any legal or equitable right, remedy or claim under or in respect of the Indenture or any covenant, condition or provision therein or in the Bonds contained and all such covenants, conditions, and provisions are and shall be held to be for the sole and exclusive benefit of the Company, the Trustee and the holders of the Bonds issued under the Indenture.

SECTION 9. All references in the Original Indenture to the various Sections and Articles thereof shall be deemed to refer to said Sections and Articles as heretofore amended, and the Original Indenture shall hereafter be construed and applied as heretofore amended and supplemented.

SECTION 10. This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, IOWA ELECTRIC LIGHT AND POWER COMPANY has caused this Fifty-eighth Supplemental Indenture to be signed in its corporate name by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and THE FIRST NATIONAL BANK OF CHICAGO, in token of its acceptance of the trusts created hereunder, has caused this Fifty-eighth Supplemental Indenture to be signed in its corporate name by one of its Vice Presidents or Assistant Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Trust Officers, all as of the day and year first above written.

IOWA ELECTRIC LIGHT AND POWER COMPANY

By _____
Executive Vice President

(CORPORATE SEAL)

ATTEST:

_____
Secretary

THE FIRST NATIONAL BANK OF CHICAGO

By _____
Assistant Vice President

(CORPORATE SEAL)

ATTEST:

Faye Wright
_____
Authorized Officer

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this 2ND day of March, 1992, before me, Delores Hiner McNeill, a Notary Public in and for the said County in the State aforesaid, personally appeared Blake O. Fisher, Jr. and Steven Carr, to me personally known, and to me known to be Executive Vice President and Secretary, respectively, of IOWA ELECTRIC LIGHT AND POWER COMPANY, one of the corporations described in and which executed the within and foregoing instrument, and who, being by me severally duly sworn, each did say that he the said Blake O. Fisher, Jr. is Executive Vice President, and that he the said Steven Carr is Secretary of the said IOWA ELECTRIC LIGHT AND POWER COMPANY, a corporation; that the seal affixed to the within and foregoing instrument is the corporate seal of the said corporation, and that the 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. and Steven Carr each acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

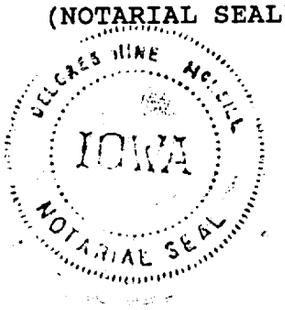
WITNESS my hand and notarial seal this 2ND day of March, 1992.

Delores Hiner McNeill

Delores Hiner McNeill,
Notary Public

My Commission expires: May 8, 1992

(NOTARIAL SEAL)



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 2nd day of March, 1992, before me, Theresa DePalma, a Notary Public in and for said County in the State aforesaid, personally appeared C. E. Stark and Faye Wright, to me personally known, and to me known to be an Assistant Vice President and an Authorized Officer, respectively, of THE FIRST NATIONAL BANK OF CHICAGO, one of the corporations described in and which executed the within and foregoing instrument, and who, being by me severally duly sworn, each did say that he the said C. E. Stark is an Assistant Vice President and that she the said Faye Wright is an Authorized Officer of the said THE FIRST NATIONAL BANK OF CHICAGO, a corporation; that the seal affixed to the within and foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its By-Laws; and the said C. E. Stark and Faye Wright each acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

WITNESS my hand and notarial seal this 2nd day of March, 1992.

Theresa DePalma
Notary Public
THERESA DE PALMA

My Commission expires: November 2, 1994

(NOTARIAL SEAL)

" OFFICIAL SEAL "
THERESA DE PALMA
NOTARY PUBLIC, STATE OF ILL.
MY COMMISSION EXP. 11/2/94