be made the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Successor Corporate Trustee under any provision of the Original Indenture, the Tenth Supplemental Indenture dated as of May 1, 1965, the Eleventh Supplemental Indenture dated as of May 1, 1967, the Twelfth Supplemental Indenture dated as of May 1, 1969, the Fifteenth Supplemental Indenture dated as of October 1, 1976, the Sixteenth Supplemental Indenture dated as of September 15, 1977, the Seventeenth Supplemental Indenture dated as of March 15, 1978, the Eighteenth Supplemental Indenture dated as of September 15, 1991, the Nineteenth Supplemental Indenture dated as of February 15, 1992, or of this Twentieth Supplemental Indenture, and the amount thereof shall be included in paragraph (12) of the engineer's certificate prescribed in Subdivision (a) of §3.04 of the Original Indenture and delivered to the Successor Corporate Trustee pursuant to Subdivision (b) of this §4.01.

Notwithstanding any other provisions of the Original Indenture or this Twentieth Supplemental Indenture, the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on July 31 of the then current year or any subsequent year or years, by depositing cash and/or a principal amount of issued Bonds of 2023 Series with the Successor Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section.

The Successor Corporate Trustee, upon receipt of cash pursuant to the provisions of this Section, shall forthwith proceed to apply the same toward the purchase of issued Bonds of 2023 Series, in an aggregate principal amount not exceeding the amount of cash deposited, on any securities exchange or in the open market or at private sale at the price or prices most favorable to the Company in the judgment of the Successor Corporate Trustee; provided, however, that no Bonds of 2023 Series shall be purchased at such price (including accrued interest and brokerage) that the cost thereof to the Company would exceed the cost of redeeming such Bonds of 2023 Series on a date forty days after the date of such purchase (including in such cost the premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date).

Notwithstanding the foregoing provisions of this Section, the Company, at the time of paying to the Successor Corporate Trustee any Improvement and Sinking Fund payment, or at any time or from time to time thereafter, may, by a request in writing signed in the name of the

Company by its President, or any Vice President, and its Treasurer, or any Assistant Treasurer, accompanied by a certified resolution of the Board of Directors authorizing or directing the Successor Corporate Trustee to apply an amount therein specified to the redemption of Bonds of 2023 Series, direct the Successor Corporate Trustee to apply such Improvement and Sinking Fund payment or any part thereof (not theretofore disbursed by the Successor Corporate Trustee for the purchase of Bonds of 2023 Series or required for the purchase of Bonds of 2023 Series under offers or proposals theretofore accepted by the Successor Corporate Trustee) to the redemption of Bonds of 2023 Series, and in such event the amount so specified is hereby required to be applied promptly to the redemption of Bonds of 2023 Series in accordance with Article V of the Original Indenture. Upon receipt of such instrument in writing and certified resolution of the Board of Directors, the Successor Corporate Trustee shall select by lot, in accordance with Article V of the Original Indenture, from the Bonds of 2023 Series, the particular Bonds of 2023 Series or portions thereof to be redeemed, in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount so specified and within fifteen days after the receipt of such instrument in writing and certified resolution notify the Company of the particular Bonds of 2023 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Notwithstanding any other provisions of this Section, if moneys in excess of the sum of Fifty Thousand Dollars ($50,000) deposited with the Successor Corporate Trustee pursuant to this Section (except moneys which have theretofore been set aside for the purchase of Bonds of 2023 Series or for the redemption of Bonds of 2023 Series called for redemption) shall have remained on deposit for a period of ninety days, such moneys so remaining on deposit shall promptly thereafter be applied by the Successor Corporate Trustee to the redemption of issued Bonds of 2023 Series. In such case the Successor Corporate Trustee shall select by lot in accordance with Article V of the Original Indenture from the Bonds of 2023 Series the particular Bonds of 2023 Series or portions thereof to be redeemed in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount of cash remaining on deposit with the Successor Corporate Trustee pursuant to this Section and shall notify the Company of the particular Bonds of 2023 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Any Bonds of 2023 Series delivered to, or purchased or redeemed by, the Successor Corporate Trustee pursuant to the provisions of this Section shall forthwith be canceled by the Successor Corporate Trustee and shall not be reissued, and, so long as any Bonds of 2023 Series are outstanding, no Bonds of 2023 Series so delivered, purchased or redeemed and canceled shall be made the basis for the authentication and delivery of Bonds, or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Successor Corporate Trustee under any provision of the Original Indenture, the Tenth Supplemental Indenture dated as of May 1, 1965, the Eleventh Supplemental Indenture dated as of May 1, 1967, the Twelfth Supplemental Indenture dated as of May 1, 1969, the Fifteenth Supplemental Indenture dated as of October 1, 1976, the Sixteenth Supplemental Indenture dated as of September 15, 1977, the Seventeenth Supplemental Indenture dated as of March 15, 1978, the Eighteenth Supplemental Indenture dated as of September 15, 1991, the Nineteenth Supplemental Indenture dated as of February 15, 1992, or of this Twentieth Supplemental Indenture.

Upon the purchase or redemption by the Successor Corporate Trustee of any Bonds of 2023 Series pursuant to the provisions of this §4.01:

(a) The Company shall pay to the Successor Corporate Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all Bonds of 2023 Series so purchased or redeemed together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Successor Corporate Trustee exceeds the aggregate principal amount of the Bonds of 2023 Series purchased or redeemed. The cost of all advertising or publishing and all brokerage charges shall be paid by the Company, or, if paid by the Successor Corporate Trustee, shall forthwith be paid to it by the Company upon demand.

(b) The Successor Corporate Trustee shall pay to or upon the order of the Treasurer or an Assistant Treasurer of the Company, from any moneys deposited with the Successor Corporate Trustee under this §4.01, an amount equal to the amount by which the aggregate principal amount of Bonds of 2023 Series purchased exceeds the aggregate purchase price (less interest) paid by the Successor Corporate Trustee for such Bonds of 2023 Series.

PART V.

ADDITIONAL COVENANTS.

§5.01. The Company hereby agrees that while any of the Bonds of 2023 Series are outstanding, the ratio of (a) the bonded cost of property not subject to an unfunded prior lien owned by the Company and all Special Subsidiaries and subject to the lien of this Indenture and not retired, to (b) the bonded cost of property not subject to an unfunded prior lien owned by Subsidiaries other than Special Subsidiaries and not subject to the lien of this Indenture and not retired, shall be at least eighty-five to fifteen.

§5.02. The Company covenants that so long as any of the Bonds of 2023 Series are outstanding it will not declare or pay any dividends (other than stock dividends) on or make any other distribution on or acquire (unless acquired without cost to the Company) any shares of its Common Stock unless the consolidated earned surplus of the Company and its Subsidiaries (including as consolidated earned surplus current net income available to be transferred to surplus) less the aggregate amount of all such payments and other distributions made and amounts paid in connection with acquisitions made during the period from December 31, 1946 to the date of the proposed payment of such dividend or the making of such distribution or acquisition that have not been charged to such consolidated earned surplus shall be at least equal to the amount of the proposed dividend or distribution or the amount to be paid in connection with the proposed acquisition.

The Company further agrees that within forty-five (45) days after the date of the declaration of any dividend, the making of any other distribution on or acquisition of any shares of its Common Stock, it will notify the Successor Corporate Trustee of such action and will deliver to the Successor Corporate Trustee an officers' certificate showing in reasonable detail the items entering into the computations above provided for, and stating that the making of the dividend payment or other distribution or acquisition in respect of which the certificate is filed was not in violation of the provisions of this Section.

PART VI.

PARTS IV AND V LIMITED.

The provisions of Parts IV and V above shall be binding upon the Company and effective so long, but only so long, as any Bonds of 2023 Series are outstanding.

PART VII.

CONCERNING THE TRUSTEES.

The Trustees hereby accept the trusts hereby declared and provided, and agree to perform the same upon the terms and conditions in the Original Indenture, as supplemented by this Twentieth Supplemental Indenture, and in this Twentieth Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustees, or either of them, shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Twentieth 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.

PART VIII.

MISCELLANEOUS PROVISIONS.

The Company reserves the right, without any consent or other action by holders of Bonds of 2023 Series, or of any subsequent series, to make such amendments to the Indenture, as supplemented, as shall be necessary in order to amend §1.44, §1.47, and §7.02 as follows:

(A) By inserting the following as a new sub-paragraph (h) of §1.44;

"The term 'Permitted Liens' shall also mean and include as of any particular time any controls, liens, restrictions, regulations, easements, exceptions or reservations of any governmental authority applying particularly to Nuclear Fuel."

(B) By inserting the following at the end of §1.47:

"Anything in this Indenture and in this §1.47 to the contrary notwithstanding, the term 'Property Additions' shall include Nuclear Fuel.

The term 'Nuclear Fuel' shall mean (a) any fuel element, including nuclear fuel and associated means (and any similar or analogous device or substance), whether or not classified as fuel and whether or not chargeable to operating expenses, comprising or intended to comprise, or formerly comprising, the core, or other part, of a nuclear reactor or any similar or analogous device, (b) any fuel element, including nuclear fuel and associated means (and any similar or analogous device or substance) while in the process of fabrication or preparation and special nuclear or other materials held for use in such fabrication or preparation, (c) any substances or materials formerly comprising such nuclear fuel and associated means (or any similar or analogous device or substance) and which substances or materials are undergoing or have undergone reprocessing and (d) uranium, thorium, plutonium and any other substance or material from time to time used or selected for use by the Company as fuel material, or as potential fuel material, in a nuclear reactor or any similar or analogous device."

(C) By inserting after the word "equipment" each time it appears in sub-paragraph (a) of §7.02 the words, ", Nuclear Fuel,".

For all purposes hereof, all terms contained in this Twentieth Supplemental Indenture shall, except as the context may otherwise require or as provided herein, have the meanings given to such terms in Article I of the Original Indenture. The terms "Corporate Trustee" and "Co-Trustee", as used in the Indenture, shall include the Successor Corporate Trustee and the Successor Co-Trustee, respectively.

This Twentieth Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, said Interstate Power Company has caused this Indenture to be executed on its behalf by its President or one of its Vice Presidents and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by its Secretary or one of its Assistant Secretaries and hereby acknowledges receipt of a full, true and complete

copy of this Twentieth Supplemental Indenture; and The Chase Manhattan Bank (National Association), one of the parties hereto of the second part, as Successor Corporate Trustee as aforesaid, in evidence of its acceptance of the trust hereby created, has caused this Indenture to be executed on its behalf by one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by one of its Assistant Secretaries, and C. J. Heinzelmann, as Successor Co-Trustee, as aforesaid, one of the parties hereto of the second part, for all like purposes has hereunto set his hand and affixed his seal; all as of the 15th day of May, One thousand nine hundred and ninety-three.

INTERSTATE POWER COMPANY

By _____
W. H. STOPPELMOOR,
President.

(CORPORATE SEAL)

Attest: _____
J. C. McGOWAN, *Secretary*

Signed, sealed and delivered by
INTERSTATE POWER COMPANY
in the presence of:

_____
B. KOLAR

_____
TIMOTHY E. BURKE

As Witnesses.

THE CHASE MANHATTAN BANK
(National Association)
As Successor Corporate Trustee as aforesaid

By _____
J.D. HEANEY,
Vice President.

(CORPORATE SEAL)
Attest:

_____
J. MANNINO,
Assistant Secretary.

Signed, sealed and delivered by
THE CHASE MANHATTAN BANK
(National Association)
in the presence of:

_____
B. KOLAR

_____
TIMOTHY E. BURKE

As Witnesses.

C. J. HEINZELMANN (L. S.)

Signed, sealed and delivered by
C. J. HEINZELMANN
in the presence of:

B. KOLAR

TIMOTHY E. BURKE

As Witnesses.

STATE OF NEW YORK }
COUNTY OF KINGS } SS.

On this 14th day of May, in the year 1993, before me, Margaret M. Price, a Notary Public in and for Kings County, personally appeared W. H. STOPPELMOOR, to me personally known, who being by me duly sworn did say that he resides at 2215 Aspen Drive, Dubuque, Iowa 52001, that he is President of Interstate Power Company, a Delaware corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said W. H. STOPPELMOOR, President of said corporation, as such officer, acknowledged the execution of said instrument to be the free and voluntary act and deed of said corporation by it voluntarily executed.

Margaret M. Price

MARGARET M. PRICE
Notary Public, State of New York
No. 24-4980599
Qualified in Kings County
Commission Expires April 22, 1995

(NOTARIAL SEAL)

STATE OF NEW YORK }
COUNTY OF KINGS } SS.

I, Margaret M. Price, a Notary Public in and for said County in the State aforesaid, do hereby certify that W. H. STOPPELMOOR, President of Interstate Power Company, a Delaware corporation, and J. C. McGOWAN, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and chattel mortgage as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument and chattel mortgage as their own free and voluntary acts and as the free and voluntary act of said corporation by authority of its Board of Directors for the uses and purposes therein set forth, and the said J. C. McGOWAN, did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument and chattel mortgage as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of May, A.D. 1993.

Margaret M. Price

MARGARET M. PRICE
Notary Public, State of New York
No. 24-4980599
Qualified in Kings County
Commission Expires April 22, 1995

(NOTARIAL SEAL)

STATE OF NEW YORK }
COUNTY OF KINGS } SS.

I, Margaret M. Price, a Notary Public in and for said County in the State aforesaid, do hereby certify that J.D. Heaney, a Vice President of The Chase Manhattan Bank (National Association), a corporation, and J. Mannino, an Assistant Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and chattel mortgage as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument and chattel mortgage as their own free and voluntary acts and as the free and voluntary act of said corporation by authority of its Board of Directors for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument and chattel mortgage as her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of May, A.D. 1993.

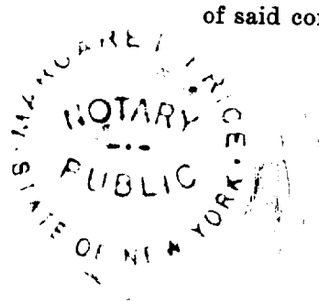
Margaret M. Price

MARGARET M. PRICE
Notary Public, State of New York
No. 24-4980599
Qualified in Kings County
Commission Expires April 22, 1995

(NOTARIAL SEAL)

STATE OF NEW YORK }
COUNTY OF KINGS } SS.

On this 19th day of May, in the year 1993, before me, Margaret M. Price, a Notary Public in and for Kings County, personally appeared J.D. Heaney, to me personally known, who being by me duly sworn did say that he resides at 18 Choate Ct., Langhorne, Pa. 19047, that he is a Vice President of The Chase Manhattan Bank (National Association), a corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said J.D. Heaney, Vice President of said corporation, as such officer, acknowledged the execution of said instrument to be the free and voluntary act and deed of said corporation by it voluntarily executed.



(NOTARIAL SEAL)

Margaret M. Price

MARGARET M. PRICE
Notary Public, State of New York
No. 24-4980599
Qualified in Kings County
Commission Expires April 22, 1995

STATE OF NEW YORK }
COUNTY OF KINGS } SS.

On this 19th day of May, in the year 1993, before me, Margaret M. Price, a Notary Public in and for Kings County, personally appeared C. J. HEINZELMANN, to me known to be the identical person described in, and who executed the foregoing instrument, and acknowledged to me that he signed, sealed and delivered the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Margaret M. Price

MARGARET M. PRICE
Notary Public, State of New York
No. 24-4980599
Qualified in Kings County
Commission Expires April 22, 1995

(NOTARIAL SEAL)