The Indenture, supplemented by this instrument, contains an after-acquired property clause.

IOWA ELECTRIC LIGHT AND POWER COMPANY

TO

THE FIRST NATIONAL BANK OF CHICAGO

As Trustee

Second Supplemental Indenture

Dated as of November 1, 1993

TO

INDENTURE OF MORTGAGE and DEED OF TRUST

DELAWARE COUNTY IOWA
FILED
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BOOK 121 PAGE 2
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FILE No. 330-1357
RECORDING FEE $ 151.00
TRANSFER FEE $

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STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
LM CM 31

SECOND SUPPLEMENTAL INDENTURE, dated as of November 1, 1993 (the "Second Supplemental Indenture"), made by and between IOWA ELECTRIC LIGHT AND POWER COMPANY, a corporation organized and existing under the laws of the State of Iowa (the "Company"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association organized and existing under the laws of the United States of America (the "Trustee"), as Trustee under the Indenture of Mortgage and Deed of Trust dated as of September 1, 1993, hereinafter mentioned.

WHEREAS, the Company has heretofore executed and delivered its Indenture of Mortgage and Deed of Trust dated as of September 1, 1993, as amended by the First Supplemental Indenture thereto dated as of October 1, 1993, to the Trustee (the "Indenture"), for the security of the securities of the Company to be issued thereunder; and

WHEREAS, pursuant to a Financing Agreement dated as of November 1, 1993 (the "Cedar Rapids Financing Agreement"), the Company is to create and issue under the Indenture $10,200,000 in principal amount of a series of Collateral Trust Bonds to be known as "Collateral Trust Bonds, 5.50% Series A (Cedar Rapids) Due November 1, 2023"(the "Series A Collateral Trust Bonds"), which bonds are to be issued to The First National Bank of Chicago, as Trustee, under an Indenture of Trust dated as of November 1, 1993 (the "Cedar Rapids Indenture"), in connection with the issuance by the City of Cedar Rapids, Iowa of $10,200,000 in principal amount of its Pollution Control Revenue Refunding Bonds (Iowa Electric Light and Power Company Project) Series 1993 (the "Cedar Rapids PCRRBs"); and

WHEREAS, said Series A Collateral Trust Bonds are to be held to evidence, and secure performance of, the obligations of the Company under the Cedar Rapids Financing Agreement; and

WHEREAS, any payments received by the Trustee on account of principal of, or interest or premium on, the Series A Collateral Trust Bonds are to be applied by the Trustee to the payment of corresponding amounts of principal of, or interest or premium on, the Cedar Rapids PCRRBs; and

WHEREAS, pursuant to a Financing Agreement dated as of November 1, 1993 (the "Marshalltown Financing Agreement"), the Company is to create and issue under the Indenture $7,000,000 in principal amount of a series of Collateral Trust Bonds to be known as "Collateral Trust Bonds, 5.50% Series B (Marshalltown) Due November 1, 2023"(the "Series B Collateral Trust Bonds"), which bonds are to be issued to The First National Bank of Chicago, as Trustee, under an Indenture of Trust dated as of November 1, 1993 (the "Marshalltown Indenture"), in connection

with the issuance by the City of Marshalltown, Iowa of $7,000,000 in principal amount of its Pollution Control Revenue Refunding Bonds (Iowa Electric Light and Power Company Project) Series 1993 (the "Marshalltown PCRRBs"); and

WHEREAS, said Series B Collateral Trust Bonds are to be held to evidence, and secure performance of, the obligations of the Company under the Marshalltown Financing Agreement; and

WHEREAS, any payments received by the Trustee on account of principal of, or interest or premium on, the Series B Collateral Trust Bonds are to be applied by the Trustee to the payment of corresponding amounts of principal of, or interest or premium on, the Marshalltown PCRRBs; and

WHEREAS, pursuant to a Financing Agreement dated as of November 1, 1993 (the "Boone Financing Agreement"), the Company is to create and issue under the Indenture $2,200,000 in principal amount of a series of Collateral Trust Bonds to be known as "Collateral Trust Bonds, 5.50% Series C (Boone) Due November 1, 2023"(the "Series C Collateral Trust Bonds") (the Series A Collateral Trust Bonds, the Series B Collateral Trust Bonds and the Series C Collateral Trust Bonds are referred to herein collectively as the "Collateral Trust Bonds"), which bonds are to be issued to The First National Bank of Chicago, as Trustee, under an Indenture of Trust dated as of November 1, 1993 (the "Boone Indenture"), in connection with the issuance by the City of Boone, Iowa of $2,200,000 in principal amount of its Pollution Control Revenue Refunding Bonds (Iowa Electric Light and Power Company Project) Series 1993 (the "Boone PCRRBs"); and

WHEREAS, said Series C Collateral Trust Bonds are to be held to evidence, and secure performance of, the obligations of the Company under the Boone Financing Agreement; and

WHEREAS, any payments received by the Trustee on account of principal of, or interest or premium on, the Series C Collateral Trust Bonds are to be applied by the Trustee to the payment of corresponding amounts of principal of, or interest or premium on, the Boone PCRRBs; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Indenture, has duly resolved and determined to make, execute and deliver to the Trustee a Second Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, pursuant to Section 1401 of the Indenture, the Company may from time to time execute one or more supplemental indentures in order better to assure, convey and confirm unto the Trustee any property subject to the Lien of the Indenture; and

WHEREAS, the Company desires to so assure, convey and confirm property described in Exhibit A to this Supplemental Indenture; and

WHEREAS, all conditions and requirements necessary to make this Second Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

THAT IOWA ELECTRIC LIGHT AND POWER COMPANY, in consideration of the purchase and ownership from time to time of the Collateral Trust Bonds created in the Second Supplemental Indenture and the service by the Trustee, and its successors, under the Indenture and of One Dollar to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hereby covenants and agrees to and with the Trustee and its successors in the trust under the Indenture, for the benefit of those who shall hold such Collateral Trust Bonds as follows:

ARTICLE I.

DESCRIPTION OF SERIES A COLLATERAL TRUST BONDS

SECTION 1. The Company hereby creates a new series of Collateral Trust Bonds to be known as "Collateral Trust Bonds, 5.50% Series A (Cedar Rapids) Due November 1, 2023". The Series A Collateral Trust Bonds shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Indenture, as supplemented and modified.

The commencement of the first interest period shall be November 1, 1993. The Series A Collateral Trust Bonds shall mature November 1, 2023, and shall bear interest at the rate of 5.50% per annum, payable semi-annually on the 1st day of May and the 1st day of November in each year, commencing on May 1, 1994. The person in whose name any of the Series A Collateral Trust Bonds 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 Collateral Trust Bonds 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 as provided in Section 307 of the Indenture.

The term "record date" as used in this Section with respect to any interest payment date shall mean the April 15 or October 15, as the case may be, next preceding the semi-annual interest payment date, or, if such April 15 or October 15 shall be a legal holiday or a day on which banking institutions in the Borough of Manhattan, The City of New York, State of New York, are authorized by law to close, then the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close.

SECTION 2. The principal amount of the Series A Collateral Trust Bonds shall be limited to $10,200,000. The Series A Collateral Trust Bonds shall be evidenced by a registered bond or bonds in the denomination of $1,000 and any multiple of $1,000, appropriately numbered. The Series A Collateral Trust Bonds will be registered in the name of the Trustee under the Cedar Rapids Indenture relating to the Cedar Rapids PCRRBs, and will be held by such trustee for the benefit of the holders of the Cedar Rapids PCRRBs.

Any payment by the Company of the principal of, premium, if any, or interest on the Loan, as defined in, and under, the Cedar Rapids Financing Agreement (other than by the application of the proceeds of a payment in respect of the Series A Collateral Trust Bonds) shall, to the extent thereof, be deemed to satisfy and discharge the obligation of the Company, if any, to make a corresponding payment of principal of, premium or interest on such Series A Collateral Trust Bonds which is then due.

The Series A Collateral Trust Bonds shall be redeemed by the Company no later than the redemption date of the Cedar Rapids PCRRBs, in a principal amount equal to the principal amount of Cedar Rapids PCRRBs then being redeemed, and at a redemption price equal to the redemption price (including interest) applicable to such redemption of Cedar Rapids PCRRBs.

The Series A Collateral Trust Bonds will not be transferable except to any successor trustee under the Cedar Rapids Indenture.

The Series A Collateral Trust Bonds may be exchanged for one or more new Series A Collateral Trust Bonds of other authorized denominations, for the same aggregate principal amount, upon surrender thereof to the agency of the Company in the City of Chicago, Illinois, or, at the option of the holder, at the agency of the Company in The City of New York, New York.

Subject to the transfer limitations set forth above, Series A Collateral Trust Bonds may be exchanged or transferred without expense to the registered owner thereof except that any taxes or other governmental charges that may be imposed in connection with such transfer or exchange shall be paid by the

registered owner requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

SECTION 3. The Series A Collateral Trust Bonds and the Trustee's Certificate of Authentication shall be substantially in the following forms respectively:

[FORM OF FACE OF SERIES A COLLATERAL TRUST BOND]

This bond has not been registered under the Securities Act of 1933 and may not be offered or sold in contravention of said Act and is not transferable except to a successor trustee under the Indenture of Trust, dated as of November 1, 1993, from the City of Cedar Rapids, Iowa to The First National Bank of Chicago, Trustee.

IOWA ELECTRIC LIGHT AND POWER COMPANY
COLLATERAL TRUST BOND,
5.50% SERIES A (CEDAR RAPIDS) DUE NOVEMBER 1, 2023

No. _____ $_____

IOWA ELECTRIC LIGHT AND POWER COMPANY, a corporation organized and existing under the laws of the State of Iowa (the "Company," which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to The First National Bank of Chicago, as trustee ("Trustee") under an Indenture of Trust dated November 1, 1993 ("Indenture of Trust") between the City of Cedar Rapids, Iowa and the Trustee, or to its successor as such trustee (except as the context otherwise requires, the term "Trustee" shall hereinafter be deemed to include any such successor trustee), the sum of ..... dollars on the 1st day of November, 2023 in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from November 1, 1993, payable semi-annually, on the 1st day of May and November in each year, at the rate of 5.50% per annum, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Indenture hereinafter mentioned. The interest so payable on any 1st day of May or November will, subject to certain exceptions provided in the Second Supplemental Indenture dated as of November 1, 1993, be paid to the person in whose name this Collateral Trust Bond is registered at the close of business on the immediately preceding April 15 or October 15, as the case may be. Except as otherwise provided in the Indenture, any such interest not so paid or duly provided for shall forthwith cease to be payable to such person, and may either be paid to the person in whose name this Collateral Trust Bond is registered at the close of business on a Special Record Date for the payment of

such interest to be fixed by the Trustee, notice of which shall be given to holders of Collateral Trust Bonds of this Series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Collateral Trust Bonds of this Series may be listed, and upon such notice as may be required by such exchange, all as more fully provided for in said Indenture. Principal of, and premium, if any, and interest on, this Collateral Trust Bond are payable at the agency of the Company in the City of Chicago, Illinois, or, at the option of the holder, at the agency of the Company in The City of New York, New York.

This Collateral Trust Bond shall not be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until the form of certificate endorsed hereon shall have been signed by or on behalf of The First National Bank of Chicago, the Trustee under the Indenture, or a successor trustee thereto under the Indenture, or by an authenticating agent duly appointed by the Trustee in accordance with the terms of the Indenture.

The provisions of this Collateral Trust Bond are continued on the reverse hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, Iowa Electric Light and Power Company has caused this Collateral Trust Bond to be signed (manually or by facsimile signature) in its name by an Authorized Executive Officer, as defined in this Indenture, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested (manually or by facsimile signature) by an Authorized Executive Officer, as defined in this Indenture.

Dated _____

IOWA ELECTRIC LIGHT AND POWER COMPANY,

By_____
Authorized Executive Officer

ATTEST:

_____
Authorized Executive Officer

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Collateral Trust Bonds of the series designated therein referred to in the within-mentioned Indenture and Second Supplemental Indenture dated as of November 1, 1993.

THE FIRST NATIONAL BANK
OF CHICAGO,

Trustee,

By_____
Authorized Officer

[FORM OF REVERSE OF SERIES A COLLATERAL TRUST BOND]

This Collateral Trust Bond is one of a duly authorized issue of Collateral Trust Bonds of the Company in an aggregate principal amount of up to $10,200,000, of the series hereinafter specified, all issued and to be issued under and equally secured by an Indenture of Mortgage and Deed of Trust (the "Indenture"), dated as of September 1, 1993, as supplemented, executed by the Company to The First National Bank of Chicago, as Trustee (the "Trustee"), 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 registered owners of the Collateral Trust Bonds and of the Trustee in respect thereof, and the terms and conditions upon which the Collateral Trust Bonds are, and are to be, secured. The Collateral Trust Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture. This Collateral Trust Bond is one of a series designated as the "Collateral Trust Bonds, 5.50% Series A (Cedar Rapids) Due November 1, 2023" of the Company, in an aggregate principal amount of up to $10,200,000, issued under and secured by the Indenture and described in the Second Supplemental Indenture thereto dated as of November 1, 1993 (the "Second Supplemental Indenture") between the Company and the Trustee.

Any payment by the Company of the principal of, premium, if any, or interest on the Loan as defined in, and under, the Financing Agreement dated as of November 1, 1993 between the Company and the City of Cedar Rapids, Iowa (other than by the application of the proceeds of a payment in respect of the Collateral Trust Bonds of this Series) shall, to the extent thereof, be deemed to satisfy and discharge the obligation of the Company, if any, to make a corresponding payment of principal of, premium or interest on such Collateral Trust Bonds of this Series which is then due.

This Collateral Trust Bond shall be redeemed by the Company no later than the redemption date of the Cedar Rapids PCRRBs, as defined in the Second Supplemental Indenture, in a principal amount equal to the principal amount of Cedar Rapids PCRRBs then being redeemed, and at a redemption price equal to the redemption price (including interest) applicable to such redemption of Cedar Rapids PCRRBs.

In case an Event of Default, as defined in the Indenture, shall occur, the principal of all the Collateral Trust Bonds at any such time outstanding under the Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Indenture. The Indenture provides that such declaration may be rescinded under certain circumstances.

No reference herein to the Indenture and no provision of this Collateral Trust Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and premium, if any, and interest, if any, on this Collateral Trust Bond at the times, place and rate, in the coin or currency, and in the manner, herein prescribed.

This Collateral Trust Bond will not be transferable except to any successor trustee, as provided in the Second Supplemental Indenture.

Subject to the transfer limitations described above, this Collateral Trust Bond may be exchanged or transferred without expense to the registered owner hereof except that any taxes or other governmental charges that may be imposed in connection with such transfer or exchange shall be paid by the registered owner requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

Prior to due presentment of this Collateral Trust Bond for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Collateral Trust Bond is registered as the absolute owner hereof for all purposes, whether or not this Collateral Trust Bond be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

As provided in the Indenture, no recourse shall be had for the payment of the principal of or premium, if any, or interest on any Collateral Trust Bonds or any part thereof, or for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement under the Indenture, against, and no personal liability whatsoever shall attach to, or be incurred by, any incorporator, stockholder, officer or director, as such, past, present or future of the Company or of any predecessor or successor corporation (either directly or through the Company or

a predecessor or successor corporation), whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that the Indenture and all the Collateral Trust Bonds are solely corporate obligations and that any such personal liability is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of the Indenture and the issuance of the Collateral Trust Bonds.

[END OF SERIES A COLLATERAL TRUST BOND FORM]

ARTICLE II.

DESCRIPTION OF SERIES B COLLATERAL TRUST BONDS

SECTION 1. The Company hereby creates a new series of Collateral Trust Bonds to be known as "Collateral Trust Bonds, 5.50% Series B (Marshalltown) Due November 1, 2023". The Series B Collateral Trust Bonds shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Indenture, as supplemented and modified.

The commencement of the first interest period shall be November 1, 1993. The Series B Collateral Trust Bonds shall mature November 1, 2023, and shall bear interest at the rate of 5.50% per annum, payable semi-annually on the 1st day of May and the 1st day of November in each year, commencing on May 1, 1994. The person in whose name any of the Series B Collateral Trust Bonds 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 Collateral Trust Bonds 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 as provided in Section 307 of the Indenture.

The term "record date" as used in this Section with respect to any interest payment date shall mean the April 15 or October 15, as the case may be, next preceding the semi-annual interest payment date, or, if such April 15 or October 15 shall be a legal holiday or a day on which banking institutions in the Borough of Manhattan, The City of New York, State of New York, are authorized by law to close, then the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close.

SECTION 2. The principal amount of the Series B Collateral Trust Bonds shall be limited to $10,200,000. The

Series B Collateral Trust Bonds shall be evidenced by a registered bond or bonds in the denomination of $1,000 and any multiple of $1,000, appropriately numbered. The Series B Collateral Trust Bonds will be registered in the name of the Trustee under the Marshalltown Indenture relating to the Marshalltown PCRRBs, and will be held by such trustee for the benefit of the holders of the Marshalltown PCRRBs.

Any payment by the Company of the principal of, premium, if any, or interest on the Loan as defined in, and under, the Marshalltown Financing Agreement (other than by the application of the proceeds of a payment in respect of the Series B Collateral Trust Bonds) shall, to the extent thereof, be deemed to satisfy and discharge the obligation of the Company, if any, to make a corresponding payment of principal of, premium or interest on such Series B Collateral Trust Bonds which is then due.

The Series B Collateral Trust Bonds shall be redeemed by the Company no later than the redemption date of the Marshalltown PCRRBs, in a principal amount equal to the principal amount of Marshalltown PCRRBs then being redeemed, and at a redemption price equal to the redemption price (including interest) applicable to such redemption of Marshalltown PCRRBs.

The Series B Collateral Trust Bonds will not be transferable except to any successor trustee under the Marshalltown Indenture.

The Series B Collateral Trust Bonds may be exchanged for one or more new Series B Collateral Trust Bonds of other authorized denominations, for the same aggregate principal amount, upon surrender thereof to the agency of the Company in The City of Chicago, Illinois, or, at the option of the holder, at the agency of the Company in The City of New York, New York.

Subject to the transfer limitations set forth above, Series B Collateral Trust Bonds may be exchanged or transferred without expense to the registered owner thereof except that any taxes or other governmental charges that may be imposed in connection with such transfer or exchange shall be paid by the registered owner requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

SECTION 3. The Series B Collateral Trust Bonds and the Trustee's Certificate of Authentication shall be substantially in the following forms respectively:

[FORM OF FACE OF SERIES B COLLATERAL TRUST BONDS]

This bond has not been registered under the Securities Act of 1933 and may not be offered or sold in contravention of said Act and is not transferable except to a successor trustee under the Indenture of Trust, dated as of November 1, 1993, from the City of Marshalltown, Iowa to The First National Bank of Chicago, Trustee.

IOWA ELECTRIC LIGHT AND POWER COMPANY
COLLATERAL TRUST BOND,
5.50% SERIES B (MARSHALLTOWN) DUE NOVEMBER 1, 2023

No. _____ $_____

IOWA ELECTRIC LIGHT AND POWER COMPANY, a corporation organized and existing under the laws of the State of Iowa (the "Company," which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to The First National Bank of Chicago, as trustee ("Trustee") under an Indenture of Trust dated November 1, 1993 ("Indenture of Trust") between the City of Marshalltown, Iowa and the Trustee, or to its successor as such trustee (except as the context otherwise requires, the term "Trustee" shall hereinafter be deemed to include any such successor trustee), the sum of ..... dollars on the 1st day of November, 2023 in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from November 1, 1993, payable semi-annually, on the 1st day of May and November in each year, at the rate of 5.50% per annum, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Indenture hereinafter mentioned. The interest so payable on any 1st day of May or November will, subject to certain exceptions provided in the Second Supplemental Indenture dated as of November 1, 1993, be paid to the person in whose name this Collateral Trust Bond is registered at the close of business on the immediately preceding April 15 or October 15, as the case may be. Except as otherwise provided in the Indenture, any such interest not so paid or duly provided for shall forthwith cease to be payable to such person, and may either be paid to the person in whose name this Collateral Trust Bond is registered at the close of business on a Special Record Date for the payment of such interest to be fixed by the Trustee, notice of which shall be given to holders of Collateral Trust Bonds of this Series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Collateral Trust Bonds of this Series may be listed, and upon such notice as may be required by such exchange, all as more fully provided for in said Indenture. Principal of, and premium, if any, and

interest on, this Collateral Trust Bond are payable at the agency of the Company in the City of Chicago, Illinois, or, at the option of the holder, at the agency of the Company in The City of New York, New York.

This Collateral Trust Bond shall not be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until the form of certificate endorsed hereon shall have been signed by or on behalf of The First National Bank of Chicago, the Trustee under the Indenture, or a successor trustee thereto under the Indenture, or by an authenticating agent duly appointed by the Trustee in accordance with the terms of the Indenture.

The provisions of this Collateral Trust Bond are continued on the reverse hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, Iowa Electric Light and Power Company has caused this Collateral Trust Bond to be signed (manually or by facsimile signature) in its name by an Authorized Executive Officer, as defined in this Indenture, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested (manually or by facsimile signature) by an Authorized Executive Officer, as defined in this Indenture.

Dated _____

IOWA ELECTRIC LIGHT AND POWER COMPANY,

By_____
Authorized Executive Officer

ATTEST:

_____
Authorized Executive Officer

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Collateral Trust Bonds of the series designated therein referred to in the within-mentioned Indenture and Second Supplemental Indenture dated as of November 1, 1993.

THE FIRST NATIONAL BANK
OF CHICAGO,

Trustee,

By_____
Authorized Officer

[FORM OF REVERSE OF SERIES B COLLATERAL TRUST BONDS]

This Collateral Trust Bond is one of a duly authorized issue of Collateral Trust Bonds of the Company in an aggregate principal amount of up to $7,000,000, of the series hereinafter specified, all issued and to be issued under and equally secured by an Indenture of Mortgage and Deed of Trust (the "Indenture"), dated as of September 1, 1993, as supplemented, executed by the Company to The First National Bank of Chicago, as Trustee (the "Trustee"), 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 registered owners of the Collateral Trust Bonds and of the Trustee in respect thereof, and the terms and conditions upon which the Collateral Trust Bonds are, and are to be, secured. The Collateral Trust Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture. This Collateral Trust Bond is one of a series designated as the "Collateral Trust Bonds, 5.50% Series B (Marshalltown) Due November 1, 2023" of the Company, in an aggregate principal amount of up to $7,000,000, issued under and secured by the Indenture and described in the Second Supplemental Indenture thereto dated as of November 1, 1993 (the "Second Supplemental Indenture") between the Company and the Trustee.

Any payment by the Company of the principal of, premium, if any, or interest on the Loan as defined in, and under, the Financing Agreement dated as of November 1, 1993 between the Company and the City of Marshalltown, Iowa (other than by the application of the proceeds of a payment in respect of the Collateral Trust Bonds of this Series) shall, to the extent thereof, be deemed to satisfy and discharge the obligation of the Company, if any, to make a corresponding payment of principal of, premium or interest on such Collateral Trust Bonds of this Series which is then due.

This Collateral Trust Bond shall be redeemed by the Company no later than the redemption date of the Marshalltown PCRRBs, as defined in the Second Supplemental Indenture, in a principal amount equal to the principal amount of Marshalltown PCRRBs then being redeemed, and at a redemption price equal to the redemption price (including interest) applicable to such redemption of Marshalltown PCRRBs.

In case an Event of Default, as defined in the Indenture, shall occur, the principal of all the Collateral Trust Bonds at any such time outstanding under the Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Indenture. The Indenture provides that such declaration may be rescinded under certain circumstances.

No reference herein to the Indenture and no provision of this Collateral Trust Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and premium, if any, and interest, if any, on this Collateral Trust Bond at the times, place and rate, in the coin or currency, and in the manner, herein prescribed.

This Collateral Trust Bond will not be transferable except to any successor trustee, as provided in the Second Supplemental Indenture.

Subject to the transfer limitations described above, this Collateral Trust Bond may be exchanged or transferred without expense to the registered owner hereof except that any taxes or other governmental charges that may be imposed in connection with such transfer or exchange shall be paid by the registered owner requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

Prior to due presentment of this Collateral Trust Bond for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Collateral Trust Bond is registered as the absolute owner hereof for all purposes, whether or not this Collateral Trust Bond be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

As provided in the Indenture, no recourse shall be had for the payment of the principal of or premium, if any, or interest on any Collateral Trust Bonds or any part thereof, or for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement under the Indenture, against, and no personal liability whatsoever shall attach to, or be incurred by any incorporator, stockholder, officer or director, as such, past, present or future of the Company or of any predecessor or successor corporation (either directly or through the Company or

a predecessor or successor corporation), whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that the Indenture and all the Collateral Trust Bonds are solely corporate obligations and that any such personal liability is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of the Indenture and the issuance of the Collateral Trust Bonds.

[END OF SERIES B COLLATERAL TRUST BOND FORM]

ARTICLE III.

DESCRIPTION OF SERIES C COLLATERAL TRUST BONDS

SECTION 1. The Company hereby creates a new series of Collateral Trust Bonds to be known as "Collateral Trust Bonds, 5.50% Series C (Boone) Due November 1, 2023". The Series C Collateral Trust Bonds shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Indenture, as supplemented and modified.

The commencement of the first interest period shall be November 1, 1993. The Series C Collateral Trust Bonds shall mature November 1, 2023, and shall bear interest at the rate of 5.50% per annum, payable semi-annually on the 1st day of May and the 1st day of November in each year, commencing on May 1, 1994. The person in whose name any of the Series C Collateral Trust Bonds 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 Collateral Trust Bonds 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 as provided in Section 307 of the Indenture.

The term "record date" as used in this Section with respect to any interest payment date shall mean the April 15 or October 15, as the case may be, next preceding the semi-annual interest payment date, or, if such April 15 or October 15 shall be a legal holiday or a day on which banking institutions in the Borough of Manhattan, The City of New York, State of New York, are authorized by law to close, then the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close.

SECTION 2. The principal amount of the Series C Collateral Trust Bonds shall be limited to $2,200,000. The Series C Collateral Trust Bonds shall be evidenced by a registered bond or bonds in the denomination of $1,000 and any multiple of $1,000, appropriately numbered. The Series C Collateral Trust Bonds will be registered in the name of the Trustee under the Boone Indenture relating to the Boone PCRRBs, and will be held by such trustee for the benefit of the holders of the Boone PCRRBs.

Any payment by the Company of the principal of, premium, if any, or interest on the Loan as defined in, and under, the Boone Financing Agreement (other than by the application of the proceeds of a payment in respect of the Series

C Collateral Trust Bonds) shall, to the extent thereof, be deemed to satisfy and discharge the obligation of the Company, if any, to make a corresponding payment of principal of, premium or interest on such Series C Collateral Trust Bonds which is then due.

The Series C Collateral Trust Bonds shall be redeemed by the Company no later than the redemption date of the Boone PCRRBs, in a principal amount equal to the principal amount of Boone PCRRBs then being redeemed, and at a redemption price equal to the redemption price (including interest) applicable to such redemption of Boone PCRRBs.

The Series C Collateral Trust Bonds will not be transferable except to any successor trustee under the Boone Indenture.

The Series C Collateral Trust Bonds may be exchanged for one or more new Series C Collateral Trust Bonds of other authorized denominations, for the same aggregate principal amount, upon surrender thereof to the agency of the Company in The City of Chicago, Illinois, or, at the option of the holder, at the agency of the Company in The City of New York, New York.

Subject to the transfer limitations set forth above, Series C Collateral Trust Bonds may be exchanged or transferred without expense to the registered owner thereof except that any taxes or other governmental charges that may be imposed in connection with such transfer or exchange shall be paid by the registered owner requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

SECTION 3. The Series C Collateral Trust Bonds and the Trustee's Certificate of Authentication shall be substantially in the following forms respectively:

[FORM OF FACE OF SERIES C COLLATERAL TRUST BOND]

This bond has not been registered under the Securities Act of 1933 and may not be offered or sold in contravention of said Act and is not transferable except to a successor trustee under the Indenture of Trust, dated as of November 1, 1993, from the City of Boone, Iowa to The First National Bank of Chicago, Trustee.

IOWA ELECTRIC LIGHT AND POWER COMPANY
COLLATERAL TRUST BOND,
5.50% SERIES C (BOONE) DUE NOVEMBER 1, 2023

No. _____ $_____

IOWA ELECTRIC LIGHT AND POWER COMPANY, a corporation organized and existing under the laws of the State of Iowa (the "Company," which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to The First National Bank of Chicago, as trustee ("Trustee") under an Indenture of Trust dated November 1, 1993 ("Indenture of Trust") between the City of Boone, Iowa and the Trustee, or to its successor as such trustee (except as the context otherwise requires, the term "Trustee" shall hereinafter be deemed to include any such successor trustee), the sum of ..... dollars on the 1st day of November, 2023 in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from November 1, 1993, payable semi-annually, on the 1st day of May and November in each year, at the rate of 5.50% per annum, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Indenture hereinafter mentioned. The interest so payable on any 1st day of May or November will, subject to certain exceptions provided in the Second Supplemental Indenture dated as of November 1, 1993, be paid to the person in whose name this Collateral Trust Bond is registered at the close of business on the immediately preceding April 15 or October 15, as the case may be. Except as otherwise provided in the Indenture, any such interest not so paid or duly provided for shall forthwith cease to be payable to such person, and may either be paid to the person in whose name this Collateral Trust Bond is registered at the close of business on a Special Record Date for the payment of such interest to be fixed by the Trustee, notice of which shall be given to holders of Collateral Trust Bonds of this Series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Collateral Trust Bonds of this Series may be listed, and upon such notice as may be required by such exchange, all as more fully provided for in said Indenture. Principal of, and premium, if any, and

interest on, this Collateral Trust Bond are payable at the agency of the Company in the City of Chicago, Illinois, or, at the option of the holder, at the agency of the Company in The City of New York, New York.

This Collateral Trust Bond shall not be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until the form of certificate endorsed hereon shall have been signed by or on behalf of The First National Bank of Chicago, the Trustee under the Indenture, or a successor trustee thereto under the Indenture, or by an authenticating agent duly appointed by the Trustee in accordance with the terms of the Indenture.

The provisions of this Collateral Trust Bond are continued on the reverse hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, Iowa Electric Light and Power Company has caused this Collateral Trust Bond to be signed (manually or by facsimile signature) in its name by an Authorized Executive Officer, as defined in this Indenture, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested (manually or by facsimile signature) by an Authorized Executive Officer, as defined in this Indenture.

Dated _____

IOWA ELECTRIC LIGHT AND POWER COMPANY,

By_____
Authorized Executive Officer

ATTEST:

_____
Authorized Executive Officer

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Collateral Trust Bonds of the series designated therein referred to in the within-mentioned Indenture and Second Supplemental Indenture dated as of November 1, 1993.

THE FIRST NATIONAL BANK
OF CHICAGO,

Trustee,

By_____
Authorized Officer

[FORM OF REVERSE OF SERIES C COLLATERAL TRUST BOND]

This Collateral Trust Bond is one of a duly authorized issue of Collateral Trust Bonds of the Company in an aggregate principal amount of up to $2,200,000, of the series hereinafter specified, all issued and to be issued under and equally secured by an Indenture of Mortgage and Deed of Trust (the "Indenture"), dated as of September 1, 1993, as supplemented, executed by the Company to The First National Bank of Chicago, as Trustee (the "Trustee"), 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 registered owners of the Collateral Trust Bonds and of the Trustee in respect thereof, and the terms and conditions upon which the Collateral Trust Bonds are, and are to be, secured. The Collateral Trust Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture. This Collateral Trust Bond is one of a series designated as the "Collateral Trust Bonds, 5.50% Series C (Boone) Due November 1, 2023" of the Company, in an aggregate principal amount of up to $2,200,000, issued under and secured by the Indenture and described in the Second Supplemental Indenture thereto dated as of November 1, 1993 (the "Second Supplemental Indenture") between the Company and the Trustee.

Any payment by the Company of the principal of, premium, if any, or interest on the Loan as defined in, and under, the Financing Agreement dated as of November 1, 1993 between the Company and the City of Boone, Iowa (other than by the application of the proceeds of a payment in respect of the Collateral Trust Bonds of this Series) shall, to the extent thereof, be deemed to satisfy and discharge the obligation of the Company, if any, to make a corresponding payment of principal of, premium or interest on such Collateral Trust Bonds of this Series which is then due.

This Collateral Trust Bond shall be redeemed by the Company no later than the redemption date of the Boone PCRRBs, as defined in the Second Supplemental Indenture, in a principal amount equal to the principal amount of Boone PCRRBs then being redeemed, and at a redemption price equal to the redemption price (including interest) applicable to such redemption of Boone PCRRBs.

In case an Event of Default, as defined in the Indenture, shall occur, the principal of all the Collateral Trust Bonds at any such time outstanding under the Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Indenture. The Indenture provides that such declaration may be rescinded under certain circumstances.

No reference herein to the Indenture and no provision of this Collateral Trust Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and premium, if any, and interest, if any, on this Collateral Trust Bond at the times, place and rate, in the coin or currency, and in the manner, herein prescribed.

This Collateral Trust Bond will not be transferable except to any successor trustee, as provided in the Second Supplemental Indenture.

Subject to the transfer limitations described above, this Collateral Trust Bond may be exchanged or transferred without expense to the registered owner hereof except that any taxes or other governmental charges that may be imposed in connection with such transfer or exchange shall be paid by the registered owner requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

Prior to due presentment of this Collateral Trust Bond for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Collateral Trust Bond is registered as the absolute owner hereof for all purposes, whether or not this Collateral Trust Bond be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

As provided in the Indenture, no recourse shall be had for the payment of the principal of or premium, if any, or interest on any Collateral Trust Bonds or any part thereof, or for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement under the Indenture, against, and no personal liability whatsoever shall attach to, or be incurred by, any incorporator, stockholder, officer or director, as such, past, present or future of the Company or of any predecessor or successor corporation (either directly or through the Company or

a predecessor or successor corporation), whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that the Indenture and all the Collateral Trust Bonds are solely corporate obligations and that any such personal liability is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of the Indenture and the issuance of the Collateral Trust Bonds.

[END OF SERIES C COLLATERAL TRUST BOND FORM]

ARTICLE IV.

ISSUE OF COLLATERAL TRUST BONDS.

SECTION 1. Pursuant to the terms of Section 401 of the Indenture, the Company hereby exercises the right to obtain the authentication of $19,400,000 aggregate principal amount of Collateral Trust Bonds.

SECTION 2. Such Collateral Trust Bonds may be authenticated and delivered prior to the filing for recordation of this Second Supplemental Indenture.

ARTICLE V.

REDEMPTION.

The Collateral Trust Bonds of any series will be subject to redemption prior to maturity, in whole or in part, no later than the redemption date of the Bonds of the series of Pollution Control Revenue Refunding Bonds to which such Collateral Trust Bonds relate, as set forth in Section 2 of Articles I, II and III hereof.

ARTICLE VI.

Description of Property

To secure the payment of the principal of, premium, if any, and interest, if any, on all Collateral Trust Bonds issued under the Indenture and Outstanding (as defined in the Indenture), when payable in accordance with the provisions thereof, and to secure the performance by the Company of, and its compliance with, the covenants and conditions of the Indenture, the Company hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, sets over and confirms to the Trustee a security interest in, all right, title and interest of the Company in and to the property described in Exhibit A to this Second Supplemental Indenture.

TO HAVE AND TO HOLD all said property hereby granted, bargained, sold, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, or in which a security interest has been granted by the Company in this Second Supplemental Indenture, unto the Trustee and its successors and assigns forever, but in trust nevertheless upon the trusts, for the purposes, and subject to all the exceptions and reservations, terms, conditions, provisions and restrictions of the Indenture, and for the equal and proportionate benefit and security of all present and future holders of the Collateral Trust Bonds, without any preference, priority or distinction of any one Collateral Trust Bond over any other Collateral Trust Bond by reason of priority in the issue or negotiation thereof or otherwise, except as may otherwise be expressly provided in the Indenture, but subject, however, to all the conditions, agreements, covenants, exceptions, limitations, restrictions and reservations expressed or provided in the deeds or other instruments of record affecting the property, or any part or portion thereof, hereinbefore described, insofar as the same are at the time of execution hereof in force and effect and permitted by law.

ARTICLE VII.

THE TRUSTEE.

The Trustee hereby accepts the trusts hereby declared and provided, and agrees to perform the same upon the terms and conditions in the Indenture set forth and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second 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 Eleven of the Indenture shall

apply to this Second 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 Second Supplemental Indenture.

ARTICLE VIII

AMENDMENT OF INDENTURE

Section 403(a) of the Indenture is hereby amended to change the reference to Section 104(b) contained therein to a reference to Section 103(b).

ARTICLE IX

MISCELLANEOUS PROVISIONS.

This Second 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, the parties hereto have caused this Second Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

IOWA ELECTRIC LIGHT AND POWER COMPANY

By _____
BLAKE O FISHER, JR

ATTEST:

_____
ROBERT J KUCHARSKI

THE FIRST NATIONAL BANK OF CHICAGO,
Trustee

By _____

ATTEST:

_____

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

IOWA ELECTRIC LIGHT AND POWER COMPANY

By_____

ATTEST:

_____

THE FIRST NATIONAL BANK OF CHICAGO,
Trustee

By C E STARK

ATTEST: N SCAIFE

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On the 25th day of October, 1993, before me personally came Blake O. Fisher, Jr., to me known, who, being by me duly sworn, did depose and say that he is the Executive Vice President and Chief Financial Officer of Iowa Electric Light and Power Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority, acknowledging the instrument to be the free act and deed of said corporation.

Notary Public,
[Notarial Seal]

BETH L. WALTON
MY COMMISSION EXPIRES
AUG 2 9 1996

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On the 21st day of October, 1993, before me personally came C.E. Stark, to me known, who, being by me duly sworn, did depose and say that he is an Assistant Vice President of The First National Bank of Chicago, the national banking association described in and which executed the foregoing instrument; that he knows the seal of said national banking association; that the seal affixed to said instrument is the seal of said national banking association; that it was so affixed by authority of the Board of Directors of said national banking association, and that he signed his name thereto by like authority, acknowledging the instrument to be the free act and deed of said national banking association.

Notary Public,
[Notarial Seal]

" OFFICIAL SEAL "
P J THOMPSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 9/29/96

Exhibit A

DESCRIPTION OF PROPERTY

A tract of land located in the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 8, Township 99 North, Range 36, West 5th P.M., City of Spirit Lake, Dickinson County, Iowa, and described as follows: Beginning at the northeast corner of said SW1/4NE1/4; thence west on the quarter quarter lines a distance of 233 feet; thence South parallel with the east quarter quarter line a distance of 308 feet; thence East parallel with the north quarter quarter line a distance of 233 feet; thence North along the quarter quarter line a distance of 308 feet to the point of beginning, subject to easements and rights of way of record, excepting therefrom the following: A tract 133 feet by 133 feet located in the NE1/4SW1/4NE1/4 of Section 8, Township 99 North, Range 36, West 5th P.M., Dickinson County, Iowa, and described as beginning at the northeast corner of said SW1/4NE1/4; thence West on the quarter quarter line a distance of 133 feet; thence South parallel with the east quarter quarter line a distance of 133 feet; thence East parallel with the north quarter quarter line a distance of 133 feet; thence North along the quarter quarter line a distance of 133 feet to the point of beginning, subject to easements and rights of way of record.