

SECURITIES AND EXCHANGE COMMISSION

FORM S-3

Registration statement for specified transactions by certain issuers

Filing Date: **1994-03-02**
SEC Accession No. **0000050217-94-000014**

(HTML Version on secdatabase.com)

FILER

INDIANAPOLIS POWER & LIGHT CO

CIK: **50217** | IRS No.: **350413620** | State of Incorporation: **IN** | Fiscal Year End: **1231**
Type: **S-3** | Act: **33** | File No.: **033-52489** | Film No.: **94514373**
SIC: **4911** Electric services

Business Address
25 MONUMENT CIRCLE
P O BOX 1595
INDIANAPOLIS IN 46206-1595
3172618261

SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549

FORM S-3
 REGISTRATION STATEMENT UNDER
 THE SECURITIES ACT OF 1933

INDIANAPOLIS POWER & LIGHT COMPANY

(Exact name of registrant as specified in its charter)

INDIANA 35-0413620

(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

25 Monument Circle

P.O. Box 1595

Indianapolis, Indiana 46206-1595

(317) 261-8261

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

John R. Brehm

Senior Vice President, Finance and Information Services

Indianapolis Power & Light Company

25 Monument Circle

P.O. Box 1595

Indianapolis, Indiana 46206-1595

(317) 261-8261

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Marcus E. Woods, Esquire
 Indianapolis Power & Light Company
 25 Monument Circle
 P.O. Box 1595
 Indianapolis, Indiana 46206-1595

Vincent Pagano Jr., Esquire
 Simpson, Thacher & Bartlett
 425 Lexington Avenue
 New York, New York 10017

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

<TABLE>

CALCULATION OF REGISTRATION FEE

<S>	<C>	<C>	<C>	<C>
Type of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit <F1>	Proposed maximum aggregate offering price <F1>	Amount of registration fee
Cumulative Preferred Stock, \$100 Par Value	200,000 shares	\$100	\$20,000,000	\$6,896.00

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<FN>

<F1> Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(b).

</TABLE>

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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SUBJECT TO COMPLETION, DATED MARCH 2, 1994

200,000 Shares

INDIANAPOLIS POWER & LIGHT COMPANY

Cumulative Preferred Stock, \$100 Par Value

Indianapolis Power & Light Company (the "Company") intends from time to time to issue up to 200,000 shares of its Cumulative Preferred Stock, \$100 Par Value (the "New Preferred Stock") in one or more series, on terms to be determined when the agreement to sell is made or at the time or times of sale, as the case may be. There is no sinking fund for the purchase or redemption of shares and no right of conversion of shares into common or

other junior stock of the Company. The designation, number of shares, dividend rate, payment dates, redemption prices, any listing on a national securities exchange, and any other terms of the New Preferred Stock, in respect of which this Prospectus is being delivered, will be set forth in a supplement to this Prospectus ("Prospectus Supplement"). See also "Description of the New Preferred Stock" herein.

The New Preferred Stock may be sold directly by the Company or through agents designated from time to time or through underwriters or dealers which may include Dillon, Read & Co. Inc. or which may be a group of underwriters represented by Dillon, Read & Co. Inc. or other firms. If any agents of the Company or any underwriters are involved in any sale of the New Preferred Stock in respect of which this Prospectus is being delivered, the names of such agents or underwriters, the principal amount, if any, to be purchased by the underwriters and the compensation, if any, of such underwriters or agents will be set forth in the Prospectus Supplement. See "Plan of Distribution" herein.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is _____, 1994

(red herring language appearing in left margin)
INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

AVAILABLE INFORMATION

Indianapolis Power & Light Company (the "Company") is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports and other information with the Securities and Exchange Commission (the "SEC"). Such material may be inspected and copied at the public reference facilities maintained by the SEC at Room 1024, 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549, and at the SEC's regional offices located at Northwestern Atrium Center, 500 West Madison Street, Chicago, Illinois 60661; and 7 World Trade Center, 13th Floor, New York, New York 10048; and copies of such material can also be obtained at prescribed rates from the Public Reference Section of the SEC at its principal office at 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549.

The Company has filed with the SEC a registration statement on Form S-3 (herein, together with all amendments and exhibits, referred to as the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"). This Prospectus does not contain all of the information set forth in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the SEC. For further information, reference is hereby made to the Registration Statement.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE SECURITIES OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following document previously filed with the SEC pursuant to the Exchange Act is incorporated by reference into this Prospectus:

The Company's Annual Report on Form 10-K for the year ended December 31, 1993, including the financial statements and supplemental schedules.

All documents filed by the Company pursuant to Sections 13, 14 or 15(d) of the Exchange Act subsequent to the date of this Prospectus and prior to the termination of the offering of the New Preferred Stock offered hereby shall be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the date of filing of such documents.

The Company will provide without charge to each person to whom a copy of this Prospectus has been delivered, on the written or oral request of such person, a copy of any or all of the documents referred to above which have been or may be incorporated in this Prospectus by reference, other than exhibits to such documents unless specifically incorporated by reference into such documents. Requests for such copies should be directed to Mr. Marcus E. Woods, Vice President, Secretary and General Counsel, Indianapolis Power & Light Company, P. O. Box 1595, Indianapolis, Indiana 46206-1595, telephone (317) 261-8355.

PROSPECTUS SUMMARY

The following summary information is qualified in its entirety by the detailed information and financial statements appearing in this Prospectus or in the documents incorporated herein by reference.

INDIANAPOLIS POWER & LIGHT COMPANY

THE OFFERING

Company	Indianapolis Power & Light Company
Securities to be Offered	200,000 shares of Cumulative Preferred Stock
Dividend Payment Dates	Quarterly

THE COMPANY

Business	Electric Utility
Source of Operating Revenues (12 Months ended December 31, 1993)	93.7% electric and 6.3% steam
Service Area	City of Indianapolis and surrounding area
Kilowatt-hour Generation by Fuel Type (12 Months ended December 31, 1993)	99.7% coal, .2% middle distilled fuel and .1% secondary steam

<TABLE>

SELECTED HISTORICAL FINANCIAL INFORMATION

The selected financial information of the Company set forth below has been derived from and should be read in conjunction with the audited financial statements and other financial information contained or incorporated by reference in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1993, which is incorporated by reference herein.

<CAPTION>

	Years Ended December 31 (in thousands, except ratios)				
	1989	1990	1991	1992	1993
<S>	<C>	<C>	<C>	<C>	<C>
Operating Revenues	\$599,626	\$621,578	\$647,873	\$633,203	\$664,303
Net Income	94,471	97,085	103,866	93,058	102,766
Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends <F1>	3.26	3.47	3.86	3.86	4.16

<CAPTION>

	Actual	% of Capitalization
<S>	<C>	<C>
Capitalization (as of December 31, 1993):		
Long-Term Debt <F2>	\$532,260	41.3%
Cumulative Preferred Stock	51,898	4.0%
Common Shareholder's Equity	705,149	54.7%
Total Capitalization	\$1,289,307	100.0%

<FN>

<F1> Ratio of pre-tax income plus fixed charges to total of fixed charges and preferred stock dividends

<F2> Long-term debt is reduced by current maturities and sinking fund requirements

</TABLE>

THE COMPANY

Indianapolis Power & Light Company (the "Company") is an operating public utility incorporated under the laws of the State of Indiana on October 27, 1926. Effective January 1, 1984, a holding company structure was established under which the Company became a subsidiary of IPALCO Enterprises, Inc. The Company is engaged primarily in generating, transmitting, distributing and selling electric energy in the City of Indianapolis and neighboring cities, towns and communities, and adjacent rural areas, all within the State of Indiana, the most distant point being about forty miles from Indianapolis. It also produces, distributes and sells steam within a limited area in such city. Operating revenues of the Company for the twelve months ended December 31, 1993 totaled \$664,303,000, approximately 93.7% of which were derived from the electric operations and 6.3% from the steam operations. For the twelve months ended December 31, 1993 approximately 99.7% of the total kilowatt-hours sold by the Company were generated from coal and .2% were generated from middle distillate fuel oil and .1% were generated from secondary steam purchased from the Indianapolis Resource Recovery Project. The principal executive offices of the Company and its parent corporation are located at 25 Monument Circle, Indianapolis, Indiana 46204, and its telephone number is (317) 261-8261.

USE OF PROCEEDS

The Company expects to use the net proceeds from the sale of the New Preferred Stock offered hereby to redeem shares of the Company's outstanding Cumulative Preferred Stock. Any proceeds remaining after the

redemption of such stock will be added to the general funds of the Company to finance future construction costs. Specific application of the proceeds will be set forth in a Prospectus Supplement.

DESCRIPTION OF THE NEW PREFERRED STOCK

The following is a brief summary of certain provisions of the Cumulative Preferred Stock contained in the Amended Articles of Incorporation, as amended, of the Company (the "Amended Articles") and in the resolutions of the Board of Directors establishing each series, and in the Mortgage and Deed of Trust, as supplemented and modified, referred to below, all filed as exhibits with the Registration Statement. This summary is qualified by such reference.

The Cumulative Preferred Stock is issuable from time to time in one or more series of equal rank, with such serial designations, dividend rates, redemption prices, voluntary liquidation preference prices, sinking fund provisions, conversion rights, and maximum number of shares as the Board of Directors may determine.

Dividend Rights

The Cumulative Preferred Stock of each series is entitled, in preference to the Common Stock, to receive cumulative cash dividends at, but not exceeding, the dividend rate fixed for each such series, payable quarter-yearly when and as declared by the Board of Directors, out of the surplus earnings or net profits or surplus paid in, in cash, on the first days of January, April, July and October in each year [Article 6, Subdivision A, Section 4(a)]. Dividends on the New Preferred Stock will be fixed by the Company, will be payable at the rate set forth in the Prospectus Supplement and will accrue from the date of original issue.

Dividend Restrictions

So long as any of the several series of bonds of the Company issued under the Mortgage and Deed of Trust, as supplemented and modified, executed by the Company to American National Bank and Trust Company of Chicago, as Trustee, dated May 1, 1940, remain outstanding, the Company is restricted in the declaration and payment of dividends, or other distribution on shares of its capital stock or the purchase or redemption of such shares, to the aggregate of its net income, as defined in Section 47 of the Mortgage, available for dividends after December 31, 1939. Such restrictions do not apply to the declaration or payment of dividends upon any shares of capital stock of any class to an amount in the aggregate not in excess of \$1,107,155, or to the application to the purchase or redemption of any shares of capital stock of any class of amounts not to exceed in the aggregate the net proceeds received by the Company from the sale of any shares of its capital stock of any class subsequent to December 31, 1939. The amount which these provisions would have permitted the Company to declare and pay as dividends at February 28, 1994 exceeded retained earnings at that date.

Voting Rights

The Company has two classes of capital stock outstanding, Cumulative Preferred Stock and Common Stock. The holders of the Cumulative Preferred Stock are entitled to two votes and the holders of the Common Stock are entitled to one vote for each share held by them for the election of directors and on all other matters, except as otherwise provided by the Amended Articles, as in effect, or hereafter amended, and except that certain corporate actions enumerated in the Amended Articles may not be taken without the affirmative vote of the holders of certain specified percentages of the Cumulative Preferred Stock voting separately as a class. [Article 6, Subdivision A, Section 4(d), (e), (f) and (g) and Article 7, Sections 1 and 2]

If and when dividends payable on the outstanding Cumulative Preferred

Stock shall be in default in an amount equivalent to four full quarterly dividends, the holders of all shares thereof, voting separately as a class, will be entitled to elect at annual meetings of stockholders for the election of directors, until such default shall have been remedied, the smallest number of directors necessary to constitute a majority of the full board, and the holders of Common Stock, voting separately as a class, shall be entitled to elect the remaining directors. (Article 7, Section 2)

Liquidation Rights

Upon any voluntary liquidation, dissolution or winding-up of the Company the Cumulative Preferred Stock of each series shall be entitled, before any distribution shall be made to the holders of the Common Stock, to be paid only the full preferential amount fixed by the Board of Directors for such series, and, in the event of involuntary liquidation, dissolution or winding-up of the Company, the Cumulative Preferred Stock of each series shall be entitled to be paid only the sum of \$100 per share, in each case, plus dividends accrued and unpaid thereon. If upon any such liquidation, dissolution or winding-up of the Company, the assets distributable among the holders of the Cumulative Preferred Stock shall be insufficient to permit the payment in full to such holders of the preferential amounts aforesaid, then the entire assets of the Company shall be distributed among the holders of the Cumulative Preferred Stock then outstanding, ratably in proportion to the full preferential amounts to which they are respectively entitled [Article 6, Subdivision A, Section 4(b)]. The voluntary liquidation preference of the New Preferred Stock shall be the redemption price per share in effect at the time of such liquidation as fixed by the Board of Directors.

Sinking Fund, Preemptive and Conversation Rights

No series of the Cumulative Preferred Stock has sinking fund provisions or preemptive rights. The New Preferred Stock does not have provisions for a sinking fund or preemptive rights. The New Preferred Stock will have no conversation rights.

Redemption Provisions

The Company, by action of its Board of Directors, may redeem the whole or any part of the Cumulative Preferred Stock at any time or from time to time (if in part, by lot or in such other manner as the Board of Directors may determine), at a price for each series thereof equal to the par value thereof, plus a premium of such additional amount per share, if any, as shall have been fixed to be payable in case of redemption in respect of such series, together with the amount of all dividends accrued or in arrears thereon to the date fixed for redemption upon not less than 30 days nor more than 90 days notice by mail [Article 6, Subdivision A, Section 4(c)]. The right of the Company to redeem the Cumulative Preferred Stock will be subject to the restrictions set forth under the caption "Dividend Restrictions" above. The New Preferred Stock will be subject to redemption at the prices set forth in a Prospectus Supplement, and may not be redeemed prior to the date specified in a Prospectus Supplement.

Liability to Assessment

The shares of the Cumulative Preferred Stock now issued and outstanding are, and the New Preferred Stock when issued will be, fully paid and non-assessable and will not be liable to further calls or assessments.

Transfer Agent and Registrar

The Transfer Agent and Registrar for the New Preferred Stock will be the Company through its Shareholders Services Division and Treasury Organization, respectively.

PLAN OF DISTRIBUTION

The Company may sell the New Preferred Stock in any of three ways: (i)

through underwriters or dealers; (ii) directly to a limited number of purchasers or to a single purchaser; or (iii) through agents. However, it is expected that the New Preferred Stock will be sold to Dillon, Read & Co., Inc., or to an underwriting syndicate represented by such firm, for public offering. The Prospectus Supplement with respect to the New Preferred Stock will set forth the terms of the offering, including the name or names of any underwriters, the initial public offering price and the proceeds to the Company from such sale, any underwriting discounts and other items constituting underwriters' compensation, and any discounts or concessions allowed or reallocated or paid to dealers. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

If underwriters are used in the sale, the New Preferred Stock will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The New Preferred Stock may be offered to the public either through underwriting syndicates represented by one or more managing underwriters or directly by one or more underwriters. The underwriter or underwriters with respect to a particular underwritten offering of New Preferred Stock will be named in the Prospectus Supplement relating to such offering and, if an underwriting syndicate is used, the managing underwriter or underwriters will be set forth on the cover page of such Prospectus Supplement. Unless otherwise set forth in the Prospectus Supplement, the obligations of the underwriters to purchase the New Preferred Stock will be subject to certain conditions precedent, the underwriters will be obligated to purchase all the New Preferred Stock if any are purchased and the Company will have agreed to indemnify the underwriters against certain civil liabilities including liabilities under the Act.

If the New Preferred Stock are sold directly by the Company or through agents designated by the Company from time to time, any agent involved in the offer or sale of the New Preferred Stock in respect of which this Prospectus is delivered will be named, and any commissions payable by the Company to such agent will be set forth, in the Prospectus Supplement relating thereto. Unless otherwise indicated in the Prospectus Supplement, any such agent will be acting on a best efforts basis for the period of its appointment.

EXPERTS

The financial statements and the related financial statement schedules incorporated in this Prospectus by reference have been audited by Deloitte & Touche, independent auditors, as stated in their report, which is incorporated herein by reference, and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The statements as to matters of law and legal conclusions under the caption "Description of the New Preferred Stock" have been reviewed by Marcus E. Woods, Vice President, Secretary and General Counsel of the Company, and are made on his authority.

LEGAL OPINIONS

The legality of the New Preferred Stock will be passed upon for the Company by Marcus E. Woods, Vice President, Secretary and General Counsel of the Company, and for the Underwriters by Simpson Thacher & Bartlett (a partnership which includes professional corporations), 425 Lexington Avenue, New York, N.Y. 10017.

No person has been authorized to give any information or to make any representations, other than those contained in this Prospectus, in connection with the offer contained herein, and if given or made, such information or representations must not be relied upon as having been authorized by the Company or any Underwriter. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of the securities offered hereby in any jurisdiction where, or to or from any person to whom, it is unlawful to make or solicit such offer. Neither the delivery of this Prospectus nor any sale made hereunder shall under any circumstances create any implication that there has not been any change in the facts contained in or incorporated by reference in this Prospectus or in the affairs of the Company since the date hereof.

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Indianapolis
Power & Light
Company

200,000 Shares

Cumulative Preferred Stock

\$100 Par Value

March , 1994

PART II

Information Not Required in Prospectus

Item 14. Other Expenses of Issuance and Distribution.

The following table sets forth the expenses to be incurred in connection with the issuance and distribution of the securities being registered. All amounts shown are estimates, except the registration fee.

Securities and Exchange Commission	
Registration Fee.	\$ 6,896
Fees and Expenses of Accountants	25,000
Fees and Expenses of Counsel	25,000
Blue Sky and Legal Investment	
Fees and Expenses	15,000
Printing Expenses.	75,000
Printing and Engraving of Securities	15,000
Miscellaneous.	15,000

Total.	\$176,896
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Item 15. Indemnification of Directors and Officers.

The following discussion of the indemnification provisions of the Indiana Business Corporation Law (Indiana Code 23-1-37) (the "Law"), which applies to the Company, is a summary, is not meant to be complete, and is qualified in its entirety by reference to the Law.

The Law provides indemnity for present and past directors, officers, employees and agents of the Company and of other entities including partnerships, trusts and employee benefit plans who serve in such capacities at the request of the Company, against obligations to pay judgments, settlements, penalties, fines and reasonable expenses including attorneys' fees, as the result of threatened, pending or completed actions, suits or proceedings, whether criminal, civil, administrative or investigations to which they are parties, if it is determined by a majority of uninvolved directors, a committee of the board of directors or special counsel selected by the board of directors that they acted in good faith and they reasonably believed their conduct in their official capacity was in the Company's best interests or if such conduct was not in their official capacity, that the same was not opposed to the Company's best interests, and that in criminal proceedings they had reasonable cause to believe their conduct was lawful or that it was not unlawful. The law provides for mandatory indemnification for directors and officers against reasonable expenses incurred if they were wholly successful in the defense of such proceeding. Also termination of a proceeding by judgment, settlement or like disposition is not determinative that the director, officer, employee or agent did not meet the standard of conduct set forth in the Law. The indemnity provided by the Law may be enforced in court and provision is made for advancement of expenses. The Law also permits the Company to insure its liability on behalf of the directors, officers, employees and agents so indemnified and the Law does not exclude any other rights in indemnification and advancement of expenses provided in the Company's Amended Articles of Incorporation, By-Laws or resolutions of its

board of directors or its shareholders.

Article 12, Section 9 of the Amended Articles of Incorporation of the Company provides as follows:

"The Company may indemnify any director or officer, or former director or officer, of the Company, or any person who may serve at its request as a director or officer of another corporation in which it owns shares or of which it is a creditor, against expenses actually and reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, in which he is made a party by reason of being or having been such director or officer, or against judgments, fines, penalties, court costs and attorney's fees, or reasonable amounts paid by him in settlement in connection with any such action, suit or proceeding, if he has acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company, or, in respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; provided that no such director or officer shall be so indemnified in relation to matters as to which he shall be adjudged in any such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

"The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the director or officer involved therein did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Company, or, in respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful.

"Any indemnification shall be made by the Company only as authorized in a specific case upon the determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in this section. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or if such a quorum is not obtainable, or if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

"Any such indemnification of a director or officer shall not be deemed exclusive of any other rights to which he may be entitled as a matter of law or under any other provision of these Amended Articles, or any resolution, or other authorization heretofore or hereafter adopted, after notice, by a majority vote of all the voting shares of the Company then issued and outstanding."

The Company has insured its liability where indemnification of its directors and officers is proper under the above provision of the Amended Articles of Incorporation up to an aggregate of \$85,000,000. This policy also provides coverage for directors and officers in cases where the Company does not provide indemnification.

Item 16. List of Exhibits.

The exhibits required by this item are listed on pages E-1 and E-2.

Item 17. Undertakings.

(a) The undersigned registrant hereby undertakes (1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement (i) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933; (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment

thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; provided, however, that the clauses (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those clauses is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement; (2) that, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and (3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described under Item 15 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Indianapolis, State of Indiana, on March 1, 1994.

INDIANAPOLIS POWER & LIGHT COMPANY

By /s/ John R. Hodowal

John R. Hodowal, Chairman of the Board
and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
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(1) Principal Executive Officer:

/s/ John R. Hodowal ----- John R. Hodowal	Chairman of the Board and Chief Executive Officer	March 1, 1994
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(2) Principal Financial Officer:

/s/ John R. Brehm ----- John R. Brehm	Senior Vice President - Finance and Information Services	March 1, 1994
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(3) Principal Accounting Officer:

/s/ Stephen J. Plunkett ----- Stephen J. Plunkett	Controller	March 1, 1994
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(4) A majority of the Board of Directors:

*Joseph D. Barnette, Jr.	Director
*Mitchell E. Daniels, Jr.	Director
*Rexford C. Early	Director
*Otto N. Frenzel III	Director
*Max L. Gibson	Director
*Edwin J. Goss	Director
*Earl B. Herr, Jr.	Director
*John R. Hodowal	Director
*Ramon L. Humke	Director
*Sam H. Jones	Director
*Andre B. Lacy	Director
*Thomas M. Miller	Director
*Sallie W. Rowland	Director
*Thomas H. Sams	Director
*Zane G. Todd	Director

March 1, 1994

*By: /s/ Marcus E. Woods

Marcus E. Woods, Attorney-in-Fact

EXHIBIT INDEX

Exhibit 1 Copy of Underwriting Agreement Basic Provisions. A Terms Agreement with respect to each particular offering of New

Preferred Stock registered hereunder will be filed as an exhibit to a Current Report on Form 8-K and incorporated therein by reference

- Exhibit 3(a)* Copy of Amended Articles of Incorporation, as amended.
[Form 10-Q for quarter ended March 31, 1991]
- Exhibit 3(b) Articles of Amendment designating series and stating the preferences, limitations and relative rights of the New Preferred Stock will be filed as an exhibit to a Current Report on Form 8-K and incorporated therein by reference
- Exhibit 4(a)* Copy of Mortgage and Deed of Trust, dated as of May 1, 1940, between the Company and American National Bank and Trust Company of Chicago, Trustee, as Supplemented and modified by 38 Supplemental Indentures

Exhibits D in File No. 2-4396; B-1 in File No. 2-6210; 7-C in File No. 2-7944; 7-D in File No. 2-72944; 7-E in File No. 2-8106; 7-F in File No. 2-8749; 7-G in File No. 2-8749; 4-Q in File No. 2-10052; 2-I in File No. 2-12488; 2-J in File No. 2-13903; 2-K in File No. 2-22553; 2-L in File No. 2-24581; 2-M in File No. 2-26156; 4-D in File No. 2-6884; 2-D in File No. 2-38332; Exhibit A to Form 8-K for October 1970; Exhibit 2-F in File No. 2-47162; 2-F in File No. 2-50260; 2-G in File No. 2-50260; 2-F in File No. 2-53541; 2-E in File No. 2-55154; 2-E in File No. 2-60819; 2-F in File No. 2-60819; 2-G in File No. 2-60819; Exhibit A to Form 10-Q for the quarter ended 9-30-78 in File No. 1-3132; 13-4 in File No. 2-73213; Exhibit 4 in File No. 2-93092. Copy of Twenty-Eighth and Twenty-Ninth Supplemental Indentures dated as of November 1, 1983 and December 1, 1984, respectively. (Form 10-K for the year ended 12-31-84.) Copy of Thirtieth Supplemental Indenture dated as of September 1, 1985. (Form 10-K for the year ended 12-31-85.) Copy of Thirty-First Supplemental Indenture dated as of October 1, 1986. (Form 10-K for the year ended 12-31-86.) Copy of Thirty-Second Supplemental Indenture dated as of June 1, 1989. (Form 10-Q for the quarter ended 6-30-89). Copy of Thirty-Third Supplemental Indenture dated as of August 1, 1989. (Form 10-K for the year ended 12-31-89). Copy of Thirty-Fourth Supplemental Indenture dated as of October 15, 1991. (Form 10-K for the year ended 12/31/91). Copy of Thirty-Fifth Supplemental Indenture dated as of August 1, 1992. (Form 10-K for the year ended 12/31/92). Copy of Thirty-Sixth, Thirty-Seventh and Thirty-Eighth Supplemental Indentures dated as of April 1, 1993, October 1, 1993 and October 1, 1993, respectively. (Form 10-Q for quarter ended 9-30-93). Copy of Thirty-Ninth and Fortieth Supplemental Indentures. (Form 8-K dated January 25, 1994)

- Exhibit 4(b) Form of New Preferred Stock Certificate
- Exhibit 5 Opinion of Marcus E. Woods, Vice President, Secretary and General Counsel of the Company, with respect to the legality of the securities registered hereunder
- Exhibit 12 Statements re: computation of ratios
- Exhibit 23(a) Consent of Deloitte & Touche
- Exhibit 23(b) Consent of Marcus E. Woods, Vice President, Secretary and General Counsel of the Company (contained in opinion of counsel filed as Exhibit 5)
- Exhibit 24 Powers of Attorney executed by directors on whose behalf this Registration Statement was signed

* Incorporated by Reference

Indianapolis Power & Light Company

Cumulative Preferred Stock

\$100 Par Value

UNDERWRITING AGREEMENT BASIC PROVISIONS

The basic provisions set forth herein are intended to be incorporated by reference in a terms agreement (a "Terms Agreement") of the type referred to in Paragraph 2 hereof executed by Indianapolis Power & Light Company (the "Company") and the underwriters named therein (the "Underwriters"). With respect to any particular Terms Agreement, the Terms Agreement, together with the provisions hereof incorporated therein by reference, is herein referred to as this "Agreement". Terms defined in the Terms Agreement are used herein as therein defined.

The Company may issue and sell from time to time series of its Cumulative Preferred Stock, \$100 par value, registered under the registration statement referred to in Paragraph 1(a) hereof (the "New Preferred Stock"). The New Preferred Stock may have varying designations, preferences, rights, powers, restrictions, dividend rates and payment dates, redemption provisions and selling prices, with all such terms for any particular series of New Preferred Stock (together with any other terms relating to such series) to be determined and set forth in the Terms Agreement relating to the series.

1. The Company represents, warrants and agrees that:

(a) A registration statement on Form S-3 with respect to the New Preferred Stock has been prepared by the Company in conformity with the requirements of the Securities Act of 1933, as amended (the "Act"), and the rules and regulations (the "Rules and Regulations") of the Securities and Exchange Commission (the "Commission") thereunder and has become effective. As used in this Agreement, (i) "Preliminary Prospectus" means each prospectus (including all documents incorporated therein by reference) included in that registration statement, or amendments or supplements thereof, before it became effective under the Act, including any prospectus filed with the Commission pursuant to Rule 424(a) of the Rules and Regulations; (ii) "Registration

Statement" means that registration statement, as amended or supplemented at the date of the Terms Agreement; (iii) "Basic Prospectus" means the prospectus (including all documents incorporated therein by reference) included in the Registration Statement; and (iv) "Prospectus" means the Basic Prospectus, together with each prospectus amendment or supplement (including in each case all documents incorporated therein by reference) specifically relating to the New Preferred Stock, as filed with, or mailed for filing to, the Commission pursuant to paragraph (b) or (c) of Rule 424 of the Rules and Regulations. The Commission has not issued any order preventing or suspending the use of any Prospectus.

(b) The Registration Statement and each Prospectus contains, and (in the case of any amendment or supplement to any such document, or any material incorporated by reference in any such document, filed with the Commission after the date as of which this representation is being made) will contain at all times during the period specified in Paragraph 6(c) hereof, all statements which are required by the Act, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the Commission under such Acts; and the Registration Statement and each Prospectus does not, and (in the case of any amendment or supplement to any such document, or any material incorporated by reference in any such document, filed with the Commission after the date as of which this representation is being made) will not at any time during the period specified in Paragraph 6(c) hereof, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; provided that the Company makes no representation or warranty as to information contained in or omitted from the Registration Statement or any Prospectus in reliance upon and in conformity with written information furnished to the Company through the Underwriters by or on behalf of any Underwriter specifically for inclusion therein.

(c) The Company is not in violation of its corporate charter or by-laws or in default under any agreement, mortgage or instrument, the effect of which violation or default would be material to the Company, the execution, delivery and performance of this Agreement and compliance by the Company with the provisions of the New Preferred Stock will not conflict with, result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Company pursuant to the terms of, or constitute a default under, any agreement, mortgage or instrument, or result in a violation of the corporate charter or by-laws of

the Company or any order, rule or regulation of any court or governmental agency having jurisdiction over the Company, or its respective properties, and except as required by the Act, the Exchange Act, The Public Service Commission Act of Indiana and applicable state securities laws, no consent, authorization or order of, or filing or registration with, any court or governmental agency is required for the execution, delivery and performance of this Agreement.

(d) Except as described in or contemplated by the Registration Statement and each Prospectus, there has not been any material adverse change in, or any adverse development which materially affects, the business, properties, financial condition, results of operations or prospects of the Company from the dates as of which information is given in the Registration Statement and each Prospectus.

(e) Deloitte & Touche, whose report appears in the Company's most recent Annual Report on Form 10-K which is incorporated by reference in each Prospectus, are independent certified public accountants as required by the Act and the Rules and Regulations.

(f) On the Delivery Date (as defined in Paragraph 5 hereof), (i) the New Preferred Stock will have been validly authorized and, upon payment therefor as provided in this Agreement, will be validly issued and outstanding, will be fully paid and nonassessable and have the rights set forth in the Amended Articles of Incorporation, as amended, of the Company and (ii) the New Preferred Stock will conform to the description thereof contained in the Prospectus.

(g) The Company is duly incorporated and validly existing under the laws of the State of Indiana, is not required to qualify to do business as a foreign corporation in any other jurisdiction, and has power and authority necessary to own or hold its respective properties and to conduct the businesses in which it is engaged.

(h) Except as described in each Prospectus, there is no material litigation or governmental proceeding pending or, to the knowledge of the Company, threatened against the Company which might result in any material adverse change in the financial condition, results of operations, business or prospects of the Company or which is required to be disclosed in the Registration Statement.

(i) The financial statements filed as part of the Registration Statement or included in any Preliminary Prospectus or Prospectus Supplement (or in the case of any

amendment or supplement to any such document, or any material incorporated by reference in any such document, filed with the Commission after the date as of which this representation is being made), will present fairly, the financial condition and results of operations of the entities purported to be shown thereby, at the dates and for the periods indicated, and have been, and (in the case of any amendment or supplement to any such document, or any material incorporated by reference in any such document, filed with the Commission after the date as of which this representation is being made) will be prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved.

(j) The documents incorporated by reference into any Preliminary Prospectus or Prospectus have been and (in the case of any amendment or supplement to any such document, or any material incorporated by reference in any such document, filed with the Commission after the date as of which this representation is being made) will be at all times during the period specified in Paragraph 6(c) hereof, prepared by the Company in conformity with the applicable requirements of the Act and the Rules and Regulations and the Exchange Act and the rules and regulations of the Commission thereunder and such documents have been or (in the case of any amendment or supplement to any such document, or any material incorporated by reference in any such document, filed with the Commission after the date as of which this representation is being made) will be at all times during the period specified in Paragraph 6(c) hereof, timely filed as required thereby.

(k) There are no contracts or other documents which are required to be filed as exhibits to the Registration Statement by the Act or by the Rules and Regulations, or which were required to be filed as exhibits to any document incorporated by reference in any Prospectus by the Exchange Act or the rules and regulations of the Commission thereunder, which have not been filed as exhibits to the Registration Statement or to such document incorporated therein by reference as permitted by the Rules and Regulations or the rules and regulations of the Commission under the Exchange Act as required.

(l) The Indiana Utility Regulatory Commission has issued an appropriate order with respect to the issue and sale of the New Preferred Stock; such order is sufficient for the issue and sale of the New Preferred Stock; the terms of this Agreement with respect to the issue and sale of the New Preferred Stock are in conformity with the terms of such order; and no other approval or consent of any governmental

body (other than in connection or in compliance with the provisions of the securities or "blue sky" laws of any jurisdiction) is legally required for the issue and sale of the New Preferred Stock by the Company or the carrying out of the provisions of this Agreement.

2. The obligation of the Underwriters to purchase, and the Company to sell, the New Preferred Stock is evidenced by a Terms Agreement delivered at the time the Company determines to sell the New Preferred Stock. The Terms Agreement specifies the firm or firms which will be Underwriters, the number of shares of the New Preferred Stock to be purchased by each Underwriter, the purchase price to be paid by the Underwriters for the New Preferred Stock, the public offering price, if any, of the New Preferred Stock and any terms of the New Preferred Stock not already specified herein (including, but not limited to, designations, dividend rates, payment dates and redemption provisions). The Terms Agreement specifies any details of the terms of the offering which should be reflected in a post-effective amendment to the Registration Statement or the supplement to the Prospectus relating to the offering of the New Preferred Stock.

3. The Company shall not be obligated to deliver any New Preferred Stock except upon payment for all New Preferred Stock to be purchased pursuant to this Agreement as hereinafter provided.

4. If any one or more of the Underwriters defaults in the performance of its obligations under this Agreement, the remaining non-defaulting Underwriter or Underwriters or such other underwriters satisfactory to the non-defaulting Underwriters and the Company who so agree, shall have the right, but shall not be obligated to, purchase in such proportion as may be agreed upon among them, the shares of New Preferred Stock which the defaulting Underwriter or Underwriters failed to purchase. If the non-defaulting Underwriter or Underwriters or other underwriters satisfactory to the non-defaulting Underwriters and the Company do not elect to purchase the New Preferred Stock which the defaulting Underwriter or Underwriters agreed but failed to purchase, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Paragraphs 6(j) and 10 hereof.

Nothing contained in this Paragraph 4 shall relieve a defaulting Underwriter of any liability it may have to the Company for damages caused by its default. If other underwriters are obligated or agree to purchase the New Preferred Stock of the defaulting or withdrawing Underwriter, either the non-defaulting

Underwriters or the Company may postpone the Delivery Date for up to seven full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement, any Prospectus or in any other document or arrangement.

5. Delivery of any payment for the New Preferred Stock shall be made at the office of Dillon, Read & Co. Inc., upon or before the seventh business day following the Date of the Terms Agreement, or at such other location, time and date as shall be agreed upon. This date and time are sometimes referred to as the "Delivery Date." On the Delivery Date the Company shall deliver the New Preferred Stock to the Underwriters for the account of each Underwriter against payment to or upon the order of the Company of the purchase price by certified or official bank check or checks payable in New York Clearing House funds or in immediately available funds, as shall be provided in the Terms Agreement. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Underwriter hereunder. Upon delivery, the New Preferred Stock shall be in definitive fully registered form and in such denominations and registered in such names, as the Underwriters shall request in writing not less than three full business days prior to the Delivery Date. For the purpose of expediting the checking and packaging of the shares of New Preferred Stock the Company shall make the New Preferred Stock available for inspection by the Representatives in New York, New York not later than 2:00 P.M., New York City Time, on the business day prior to the Delivery Date.

6. The Company agrees:

(a) To furnish promptly to the Underwriters and to counsel for the Underwriters a conformed copy of the Registration Statement as filed pursuant to Rule 901(d) of Regulation S-T and each amendment or supplement thereto filed prior to the date of the Terms Agreement or relating to or covering the New Preferred Stock, and a copy of each Prospectus filed with the Commission, including all documents incorporated therein by reference and all consents and exhibits filed therewith;

(b) To deliver promptly to the Underwriters such number of the following documents as the Underwriters may request: (i) conformed copies of the Registration Statement (excluding exhibits other than this Agreement), (ii) the computation of the ratio of earnings to fixed charges and preferred stock dividends, (iii) each Prospectus, and (iv) any documents incorporated by reference in any Prospectus.

(c) To file with the Commission, during such period

following the date of the Terms Agreement as, in the opinion of counsel for the Underwriters, any Prospectus is required by law to be delivered, any amendment or supplement to the Registration Statement or any Prospectus that may, in the judgment of the Company or the Underwriters, be required by the Act or requested by the Commission and approved by the Underwriters;

(d) Prior to filing with the Commission during the period referred to in (c) above (i) any amendment or supplement to the Registration Statement, (ii) any Prospectus or any amendment or supplement thereto or (iii) any document incorporated by reference in any of the foregoing or any amendment or supplement to any such incorporated document, to furnish a copy thereof to the Underwriters and to counsel for the Underwriters and obtain the consent of the Underwriters to the filing;

(e) To advise the Underwriters promptly (i) when any post-effective amendment to the Registration Statement relating to or covering the New Preferred Stock becomes effective, (ii) of any request or proposed request by the Commission for an amendment or supplement to the Registration Statement (insofar as the amendment or supplement relates to or covers the New Preferred Stock), to any Prospectus, to any document incorporated by reference in any of the foregoing or for any additional information, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any order directed to any Prospectus or any document incorporated therein by reference or the initiation or threat of any stop order proceeding or of any challenge to the accuracy or adequacy of any document incorporated by reference in any Prospectus, (iv) of receipt by the Company of any notification with respect to the suspension of the qualification of the New Preferred Stock for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose and (v) of the happening of any event which makes untrue any statement of a material fact made in the Registration Statement (insofar as the Registration Statement relates to or covers the New Preferred Stock) or any Prospectus or which requires the making of a change in the Registration Statement or any Prospectus in order to make any material statement therein not misleading;

(f) If, during the period referred to in (c) above, the Commission shall issue a stop order suspending the effectiveness of the Registration Statement, to make every reasonable effort to obtain the lifting of that order at the earliest possible time;

(g) To make generally available to its security holders and to deliver to the Underwriters an earnings statement, conforming with the requirements of Section 11(a) of the Act, covering a period of at least twelve months beginning after the effective date of the Registration Statement;

(h) So long as any of the New Preferred Stock are outstanding, to furnish to the Underwriters copies of all public reports and all reports and financial statements furnished by the Company to the New York Stock Exchange pursuant to requirements of or agreements with such exchange or to the Commission pursuant to the Exchange Act or any rule or regulation of the Commission thereunder (except for Form TA-1 filed pursuant to Rule 17Ac2-1 under the Exchange Act and Form TA-2 filed pursuant to Section 17A of the Exchange Act);

(i) To endeavor to qualify the New Preferred Stock for offer and sale under the securities laws of such jurisdictions as the Underwriters may reasonably request;

(j) To pay the costs incident to the authorization, issuance, sale and delivery of the New Preferred Stock and any taxes payable in that connection; the costs incident to the preparation, printing and filing under the Act of the Registration Statement and any amendments, supplements and exhibits thereto; the costs incident to the preparation, printing and filing of any document and any amendments and exhibits thereto required to be filed by the Company under the Exchange Act; the costs of distributing the Registration Statement as originally filed and each amendment and post-effective amendment thereof (including exhibits), any Preliminary Prospectus, each Prospectus and any documents incorporated by reference in any of the foregoing documents; the costs of printing this Agreement, if any; the costs of filings with the National Association of Securities Dealers, Inc.; fees paid to rating agencies in connection with the rating of the New Preferred Stock; the fees and expenses of qualifying the New Preferred Stock under the securities laws of the several jurisdictions as provided in this Paragraph and of preparing and printing Blue Sky and Legality Memoranda (including fees of counsel to the Underwriters); and all other costs and expenses incident to the performance of the Company's obligations under this Agreement; provided that, except as provided in this Paragraph and in Paragraph 10 hereof, the Underwriters shall pay their own costs and expenses, including the fees and expenses of their counsel, any transfer taxes on the New Preferred Stock which they may sell and the expenses of advertising any offering of the New Preferred Stock made by the Underwriters; and

(k) Until the termination of the offering of the New Preferred Stock, to timely file all documents, and any amendments to previously filed documents, required to be filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act.

7. (a) The Company shall indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act from and against any loss, claim, damage or liability, joint or several, and any action in respect thereof, to which that Underwriter or controlling person may become subject, under the Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement made by the Company under Section 1 hereof or (ii) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement or any Prospectus or in any blue sky application or other document executed by the Company specifically for that purpose or based upon written information furnished by the Company (any such application, document or information is hereinafter referred to as a "Blue Sky Application") filed in any state or other jurisdiction in order to qualify any or all of the New Preferred Stock under the securities laws thereof, or arises out of, or is based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse each Underwriter and such controlling person for any legal and other expenses reasonably incurred by that Underwriter or controlling person in investigating or defending or preparing to defend against or appearing as a third party witness in connection with any such loss, claim, damage, liability or action; provided that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, the Registration Statement, any Prospectus or any Blue Sky Application in reliance upon and in conformity with written information furnished to the Company through the Underwriters by or on behalf of any Underwriter specifically for inclusion therein; and provided further that as to any Preliminary Prospectus this indemnity agreement shall not inure to the benefit of any Underwriter or any person controlling that Underwriter on account of any loss, claim, damage, liability or action arising from the sale of New Preferred Stock to any person by that Underwriter if that Underwriter failed to send or give a copy of any Prospectus, as the same may be amended or supplemented, to that person within the time required by the Act, and the untrue statement or alleged untrue statement of a

material fact or omission or alleged omission to state a material fact in such Preliminary Prospectus was corrected in such Prospectus, unless such failure resulted from non-compliance by the Company with Paragraph 6(b) hereof. For purposes of the second proviso to the immediately preceding sentence, the term Prospectus shall not be deemed to include the documents incorporated therein by reference, and no Underwriter shall be obligated to send or give any supplement or amendment to any document incorporated by reference in any Preliminary Prospectus or any Prospectus to any person other than a person to whom such Underwriter has delivered such incorporated documents in response to a written request therefor. The foregoing indemnity agreement is in addition to any liability which the Company may otherwise have to any Underwriter or controlling person.

(b) Each Underwriter, severally but not jointly, shall indemnify and hold harmless the Company, each of its directors, each of its officers who signed the Registration Statement and any person who controls the Company within the meaning of the Act from and against any loss, claim, damage or liability, joint or several, and any action in respect thereof, to which the Company or any such director, officer or controlling person may become subject, under the Act or otherwise, insofar as such loss, claim, damage, liability or action, arises out of, or is based upon, any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement, any Prospectus or any Blue Sky Application, or arises out of, or is based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company through the Underwriters by or on behalf of that Underwriter specifically for inclusion therein, and shall reimburse the Company for any legal and other expenses reasonably incurred by the Company or any such director, officer or controlling person in investigating or defending or preparing to defend against or appearing as a third-party witness in connection with any such loss, claim, damage, liability or action. The foregoing indemnity agreement is in addition to any liability which any Underwriter may otherwise have to the Company or any of its directors, officers or controlling persons.

(c) Promptly after receipt by an indemnified party under this Paragraph of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Paragraph, notify the indemnifying party in writing of the claim or the commencement of that action, provided that the failure to notify the indemnifying party shall not relieve it from any

liability which it may have under this Section 7, except to the extent it has been prejudiced in any material respect by such failure, or from any liability which it may have to an indemnified party otherwise than under this Paragraph. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein, and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Paragraph for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; provided that the indemnified party shall have the right to employ one counsel to represent it and its controlling persons in respect of any claim in respect of which indemnity may be sought by it against the indemnifying party under this Paragraph if, in the reasonable judgment of the indemnified party, it is advisable for it and its controlling persons to be represented by separate counsel, and in that event the fees and expenses of such separate counsel shall be paid by the indemnifying party.

(d) If the indemnification provided for in this Paragraph 7 shall for any reason be unavailable to an indemnified party under Paragraph 7(a) or 7(b) hereof in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the New Preferred Stock or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other with respect to the statements or omissions which resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the New Preferred Stock (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters with respect to such offering, in each case as set forth in the table on the cover

page of the Prospectus. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Paragraph 7(d) were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Paragraph 7(d) shall be deemed to include, for purposes of this Paragraph 7(d), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Paragraph 7(d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the New Preferred Stock underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise paid or become liable to pay by reason of any untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute as provided in this Paragraph 7(d) are several in proportion to their respective underwriting obligations and not joint.

(e) The indemnity agreements contained in this Paragraph and the representations, warranties and agreements of the Company in Paragraph 1 and Paragraph 6 hereof shall survive the delivery of the New Preferred Stock and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any indemnified party.

8. The obligations of the Underwriters under this Agreement may be terminated by the Underwriters obligated to purchase a majority of the New Preferred Stock, in their absolute discretion, by notice given to and received by the Company prior to the delivery of and payment for the New Preferred Stock, if, during the period beginning on the date of the Terms Agreement to and including the Delivery Date, (a) trading in securities generally on the New York Stock Exchange, Inc., the American Stock Exchange or the over-the-counter market is suspended, or

minimum prices are established on that Exchange, (b) a banking moratorium is declared by either Federal or New York State authorities (c) the United States becomes engaged in material hostilities or there is a material escalation in hostilities involving the United States or there is a declaration of a national emergency or war by the United States, or (d) there shall have been such a material and substantial change in economic, political or financial conditions or the effect of international conditions on the financial markets in the United States shall be so material and substantial, such as, in the reasonable judgment of the Underwriters obligated to purchase a majority of the New Preferred Stock, makes it impractical or imprudent to proceed with the payment for and the delivery of the New Preferred Stock.

9. The respective obligations of the Underwriters under the Agreement with respect to the New Preferred Stock are subject to the accuracy, on the date of the Terms Agreement and on the Delivery Date, of the representations and warranties of the Company contained herein, to performance by the Company of its obligations hereunder, and to each of the following additional terms and conditions applicable to the New Preferred Stock:

(a) At or before the Delivery Date, no stop order suspending the effectiveness of the Registration Statement nor any order directed to any document incorporated by reference in any Prospectus shall have been issued and prior to that time no stop order proceeding shall have been initiated or threatened by the Commission and no challenge shall have been made to the accuracy or adequacy of any document incorporated by reference in any Prospectus; any request of the Commission for inclusion of additional information in the Registration Statement or any Prospectus or otherwise shall have been complied with; and after the date of the Terms Agreement the Company shall not have filed with the Commission any amendment or supplement to the Registration Statement or any Prospectus (or any document incorporated by reference therein) without the consent of the Underwriters.

(b) No Underwriter shall have discovered and disclosed to the Company on or prior to the Delivery Date that the Registration Statement or any Prospectus contains an untrue statement of a fact which, in the opinion of counsel for the Underwriters, is material or omits to state a fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading.

(c) All corporate proceedings and other legal matters

incident to the authorization, form and validity of this Agreement and the New Preferred Stock and the form of the Registration Statement, each Prospectus (other than financial statements and other financial data) and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be satisfactory in all respects to Simpson Thacher & Bartlett, counsel for the Underwriters, and the Company shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(d) Marcus E. Woods, Vice President, Secretary and General Counsel of the Company, shall have furnished to the Underwriters his opinion addressed to the Underwriters and dated the Delivery Date, as general counsel of the Company, to the effect that:

(i) The Company is a duly organized and validly existing public utility corporation under the laws of the State of Indiana, has full corporate authority to engage in the business in which it is engaged in as stated in the Registration Statement and each Prospectus, has full corporate power and authority to issue and sell the New Preferred Stock, and is subject to regulation by the Indiana Utility Regulatory Commission in matters pertaining, among other things, to the issue and sale of the New Preferred Stock. The terms Registration Statement and each Prospectus, as used herein, have the same meanings as in Paragraph 1(a) of this Agreement;

(ii) The shares of New Preferred Stock have been duly authorized and issued and are fully paid and nonassessable and have the rights set forth in the Amended Articles of Incorporation, as amended, of the Company; the certificates for the New Preferred Stock are in due and proper form; the holders of outstanding shares of capital stock of the Company are not entitled to preemptive or other rights to subscribe for the New Preferred Stock;

(iii) The Indiana Utility Regulatory Commission has issued an appropriate order under date of December 1, 1993 in Cause No. 39816, with respect to the issue and sale of the New Preferred Stock; such order is sufficient for such purpose; the issue and sale of the New Preferred Stock is in conformity with the terms of such order, and no other authorization, approval or consent of any governmental body is legally

required for the issue and sale of the New Preferred Stock by the Company, or for the carrying out of the provisions of this Agreement (other than in connection or in compliance with the provisions of the securities or "blue sky" laws of any jurisdiction);

(iv) The New Preferred Stock conform, as to legal matters, to the statements concerning them contained or incorporated by reference in the Registration Statement and each Prospectus referred to herein, filed by the Company with the Commission;

(v) The Registration is effective under the Act, no stop order suspending its effectiveness has been issued, and, to the knowledge of such counsel, no proceeding for that purpose is pending or threatened by the Commission;

(vi) No order directed to any document incorporated by reference in any Prospectus has been issued and to the knowledge to such counsel, no challenge has been made to the accuracy or adequacy of any such document;

(vii) The Registration Statement and each Prospectus (except that no opinion need be expressed as to the financial statements contained therein), comply as to form in all material respects with the relevant requirements of the Act and the Rules and Regulations and the documents incorporated or deemed to be incorporated by reference in the Prospectus (except that no opinion need be expressed as to the financial statements and other financial data contained therein) comply as to form in all material respects with the requirements of the Exchange Act and the rules and regulations thereunder, and such counsel has no reason to believe that the Registration Statement or any prospectus contains any untrue statements of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(viii) The statements made in the Prospectus under the caption "Description of the New Preferred Stock" insofar as they purport to summarize the provisions of documents or arrangements specifically referred to therein

present the information called for with respect thereto by Form S-3;

(ix) Such counsel does not know of any contracts or other documents which are required to be filed as exhibits to the Registration Statement by the Act or by the rules and regulations thereunder or which are required to be filed by the Exchange Act or the rules and regulations thereunder as exhibits to any documents incorporated by reference in any Prospectus, which have not been filed as exhibits to the Registration Statement or to such documents incorporated therein by reference permitted by the rules and regulations or the rules and regulations of the Commission under the Exchange Act;

(x) The Company holds valid indeterminate permits from the State of Indiana authorizing it to carry on its utility business in the city of Indianapolis, Indiana, and adjacent areas, from which more than 98% of its operating revenues, excluding sales to other electric utilities, are derived;

(xi) Since the end of its latest fiscal year, the Company has timely filed all documents and amendments to previously filed documents required to be filed by it pursuant to Sections 12, 13, 14 or 15(d) of the Exchange Act;

(xii) Such counsel does not know of any litigation or any governmental proceeding instituted or threatened against the Company of a character referred to in Paragraph 1(h) above other than as disclosed in the Prospectus or in any document incorporated, or deemed to be incorporated, by reference in the Prospectus; and

(xiii) This Agreement has been duly authorized, executed and delivered by the Company, and the provisions thereof do not conflict with or result in a breach of the Amended Articles of Incorporation, as amended, of the Company, or of any of the terms, conditions or provisions of any outstanding agreements, notes or other instruments under which the Company is obligated.

(e) The Company shall have furnished to the Underwriters on the Delivery Date a certificate, dated the Delivery Date, of its Chairman of the Board, its President

or a Vice President and its Treasurer stating that:

(i) The representations, warranties and agreements of the Company in Paragraph 1 hereof are true and correct as of the Delivery Date; the Company has complied with all its agreements contained herein; and the conditions set forth in Paragraph 9(a) hereof have been fulfilled;

(ii) They have carefully examined the Registration Statement and each Prospectus and, in their opinion, (A) as of the date of each Prospectus, the Registration Statement and the Prospectus did not include any untrue statement of a material fact and did not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and (B) since the date of each Prospectus, no event has occurred which should have been set forth in a supplement to or amendment of each Prospectus which has not been set forth in such a supplement or amendment.

(f) The Company shall have furnished to the Underwriters on the Delivery Date a letter of Deloitte & Touche, addressed to the Underwriters and dated the Delivery Date, of the type described in the American Institute of Certified Public Accountants' Statement on Auditing Standards No. 72 and covering such specified financial statement items as the Underwriters may reasonably request.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance satisfactory to counsel for the Underwriters.

10. If the Company shall fail to tender the New Preferred Stock for delivery to the Underwriters for any reason permitted under this Agreement, or if the Underwriters shall decline to purchase the New Preferred Stock for any reason permitted under this Agreement, the Company shall reimburse the Underwriters for the reasonable fees and expenses of their counsel and for such other out-of-pocket expenses as shall have been incurred by them in connection with this Agreement and the proposed purchase of the New Preferred Stock, and upon demand the Company shall pay the full amount thereof to the Underwriters. If this Agreement is terminated pursuant to Paragraph 4 hereof by reason of the default of one or more Underwriters, the Company shall not be obligated to reimburse any defaulting Underwriter on account of those expenses.

11. The Company shall be entitled to act and rely upon any request, consent, notice or agreement by Dillon, Read & Co. Inc. on behalf of the Underwriters. Any notice by the Company to the Underwriters shall be sufficient if given in writing or by telegraph addressed to Dillon, Read & Co. Inc., on behalf of the Underwriters, at 2001 Ross Avenue, Suite 3950, Dallas, Texas 75201, Attention: Kenneth S. Crews. Any notice by the Underwriters to the Company shall be sufficient if given in writing or by telegraph addressed to the Company at 25 Monument Circle, P.O. Box 1595, Indianapolis, Indiana 46206-1595, Attention of the Senior Vice President, Finance and Information Services.

12. This Agreement shall be binding upon the Underwriters, the Company, and their respective successors. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that (a) the representations, warranties, indemnities and agreements of the Company contained in this Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control any Underwriter within the meaning of Section 15 of the Act, and (b) the indemnity agreement of the Underwriters contained in Paragraph 7 hereof shall be deemed to be for the benefit of directors of the Company, officers of the Company who have signed the Registration Statement and any person controlling the Company. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

13. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange, Inc. is open for trading.

14. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

15. The Terms Agreement may be executed in one or more counterparts, and if executed in more than one counterpart the executed counterparts shall together constitute a single instrument.

(front)

(picture of eagle with wings spread)

NUMBER

SHARES

INCORPORATED UNDER THE LAWS OF THE STATE OF INDIANA

CUSIP 455434

INDIANAPOLIS POWER & LIGHT COMPANY

% CUMULATIVE PREFERRED STOCK

SEE REVERSE FOR
CERTAIN DEFINITIONS

THIS CERTIFIES that

is the owner of

FULL-PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF \$100 EACH
OF THE % CUMULATIVE PREFERRED STOCK OF

-----INDIANAPOLIS POWER & LIGHT COMPANY-----

transferable on the books of the Company in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Amended Articles of Incorporation of the Company, as amended, (a copy of which is on file with the Transfer Agent) to all of which the holder, by acceptance hereof, assents. This certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

WITNESS the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

Dated

/s/ Marcus E. Woods

/s/ Ramon L. Humke

SECRETARY

PRESIDENT

(SEAL)

(text on right side of certificate, perpendicular to above text)

COUNTERSIGNED AND REGISTERED
INDIANAPOLIS POWER & LIGHT COMPANY
Transfer Agent and Registrar

By

Authorized Representative

(back)

INDIANAPOLIS POWER & LIGHT COMPANY

The Company, by action of its Board of Directors, may redeem the whole or any part of the % Cumulative Preferred Stock at any time or from time to time at a price of \$ per share plus dividends accrued to the date fixed for redemption.

A statement in full of the relative rights, interests, preferences and restrictions of each class of stock and of any series thereof which, at the time of issuance of this certificate, the Company is authorized to issue as set forth in the Amended Articles of Incorporation of the Company, as amended, and/or in resolutions of the Board of Directors heretofore adopted and duly filed in the form of Articles of Amendment in the office of the Secretary of State of Indiana, will be furnished without charge to any shareholder upon written request. Such request may be made to the office of the Secretary of the Company or the Transfer Agent.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common
TEN ENT -- as tenants by the entireties
JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT -- _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

UNIF TRF MIN ACT -- _____ Custodian (until age _____)
(Cust) (Minor)
_____ under Uniform Transfers to Minors Act _____

(State)

Additional abbreviations may also be used though
not in the above list.

For Value received, _____ hereby sell, assign
and transfer unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

Please print or typewrite name and address including
postal zip code of assignee.

_____ Shares
of the Capital Stock represented by the within Certificate, and do
hereby irrevocably constitute and appoint

_____ Attorney
to transfer the said stock on the books of the within-named Company
with full power of substitution in the premises.

Dated _____, 19__

(text on right side of certificate, perpendicular to above text)

NOTICE: The signature to this assignment must correspond with the name as
written upon the face of the Certificate, in every particular, without
alteration or enlargement, or any change whatever.

March 2, 1994

Indianapolis Power & Light Company
25 Monument Circle
Indianapolis, Indiana 46204

Gentlemen:

As Vice President, Secretary and General Counsel of Indianapolis Power & Light Company, an Indiana corporation (the "Company"), I have acted as counsel to the Company in connection with the Registration Statement on Form S-3 filed pursuant to the Securities Act of 1933, as amended, (the "Act") relating to the proposed offer and sale to certain underwriters of not to exceed 200,000 shares of a new series of the Company's Cumulative Preferred Stock having a par value of \$100 per share (the "New Preferred Stock"). After examining such records, certificates and such other documents and having made such investigation of law as I deemed necessary in the circumstances, it is my opinion that:

1. The Company has been duly organized and is a validly existing corporation in good standing under the laws of the State of Indiana;
2. The New Preferred Stock will be legally issued and constitute fully paid and non-assessable shares of the class of Cumulative Preferred Stock of the Company with the relative rights, preferences, limitations and restrictions set forth in the Amended Articles of Incorporation of the Company, as amended, (the "Amended Articles") and in resolutions of the Company's Board of Directors or the Executive Committee thereof creating the New Preferred Stock; and
3. The Company will have complied with the requirements of the Act with respect to the issue and sale of the New Preferred Stock, if and when:
 - a) Said Registration Statement and related Prospectus, and any amendments thereto, have become effective under the Act;
 - b) The Board of Directors of the Company, or its Executive Committee, in accordance with the Amended Articles and applicable Indiana law, has duly created and authorized the issue and sale of the New Preferred Stock; has duly fixed and determined such of the relative rights, preferences, limitations, and restrictions of the New Preferred Stock as either such Board or Committee is authorized to fix and determine under the Amended Articles and

Indianapolis Power & Light Company

Page Two

March 2, 1994

redemption prices for such series; has caused Articles of Amendment to be filed with the Secretary of State of Indiana setting forth the designation of the New Preferred Stock and the relative rights, preferences, limitations and restrictions pertaining thereto; and has authorized the issuance of certificates for the New Preferred Stock in the form approved by such Board or Committee; and

- c) The New Preferred Stock has been issued and sold in accordance with the Act, with applicable state blue sky laws, and with the order of the Indiana Utility Regulatory Commission approved December 1, 1993 in Cause No. 39816.

This opinion letter is limited to the current Federal laws of the United States and the current internal laws of the State of Indiana (without giving effect to any conflict of law principles thereof). I have not considered, and express no opinion on, the laws of any other jurisdiction.

I consent to the use of my name under the caption "Legal Options" in the Prospectus included in the Registration Statement and to the filing of this opinion as Exhibit 5 thereto.

Sincerely,

/s/ Marcus E. Woods

Marcus E. Woods

MEW:gkb

<TABLE>

EXHIBIT 12

INDIANAPOLIS POWER & LIGHT COMPANY

COMPUTATION OF RATIO OF EARNINGS TO COMBINED FIXED CHARGES
AND PREFERRED STOCK DIVIDENDS

<CAPTION>

	Years Ended December 31, (in thousands, except ratios)				
	1989	1990	1991	1992	1993
	<C>	<C>	<C>	<C>	<C>
Fixed charges and preferred stock dividends, as defined:					
Interest on long-term debt	\$52,731	\$47,877	\$46,464	\$42,663	\$41,399
Other interest	602	1,755	2,596	1,251	2,305
Amortization of debt premium and expense -- net	(737)	809	666	620	787
Estimated interest factor attributable to rents	552	509	420	301	164
Total fixed charges	53,148	50,950	50,146	44,835	44,655
Preferred stock dividends *	8,195	7,729	4,971	5,043	5,018
Total fixed charges and preferred stock dividends, as defined	\$61,343	\$58,679	\$55,117	\$49,878	\$49,673
Earnings, as defined:					
Net income	\$94,471	\$97,085	\$103,866	\$93,058	\$102,766
Add:					
Federal and state income tax provisions	52,647	55,572	58,527	54,476	59,273
Fixed charges, as above	53,148	50,950	50,146	44,835	44,655
Total earnings, as defined	\$200,266	\$203,607	\$212,538	\$192,369	\$206,694
Ratio of earnings to combined fixed charges and preferred stock dividends	3.26	3.47	3.86	3.86	4.16

<FN>

* Preferred stock dividends were increased to an amount representing the pre-tax earnings which would be required to cover such dividend requirements.

</TABLE>

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Indianapolis Power & Light Company on Form S-3 of our report dated January 21, 1994, appearing in the Annual Report on Form 10-K of Indianapolis Power & Light Company for the year ended December 31, 1993 and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche

DELOITTE & TOUCHE
Indianapolis, Indiana

March 2, 1994

INDIANAPOLIS POWER & LIGHT COMPANY

POWER OF ATTORNEY

Each of the undersigned directors of INDIANAPOLIS POWER & LIGHT COMPANY, an Indiana corporation, (the "Company"), which intends to file with the Securities and Exchange Commission, Washington D.C., under the provisions of the Securities Act of 1933, as amended, a Registration Statement and related prospectus and any and all amendments thereto, for the registration of not to exceed 200,000 shares of the Company's Cumulative Preferred Stock in one or more series, does hereby appoint John R. Hodowal and Marcus E. Woods, and each of them, his true and lawful attorneys, with power to act each without the other and with full power of substitution and resubstitution, for him and in his name, place and stead, to sign in the capacity of a director of the Company and file said Registration Statement and related prospectus and any and all amendments thereto, and all instruments necessary or incidental thereto, hereby granting unto said attorneys and each of them full power and authority to do and perform in the name and on behalf of each of the undersigned, and in any and all capacities, every act and thing whatsoever requisite or necessary to be done in and about the premises, as fully and to all intents and purposes as each of the undersigned might or could do in person, hereby ratifying and approving the acts of said attorneys and each of them.

/s/ John R. Hodowal

John R. Hodowal

/s/ Otto N. Frenzel III

Otto N. Frenzel III

/s/ Ramon L. Humke

Ramon L. Humke

/s/ Joseph D. Barnette, Jr.

Joseph D. Barnette, Jr.

/s/ Edwin J. Goss

Edwin J. Goss

/s/ Sallie W. Roland

Sallie W. Roland

/s/ Max L. Gibson

Max L. Gibson

/s/ Andre B. Lacy

Andre B. Lacy

/s/ Thomas M. Miller

Thomas M. Miller

/s/ Mitchell E. Daniels, Jr.

Mitchell E. Daniels, Jr.

/s/ Rexford C. Early

/s/ Zane G. Todd

Rexford C. Early

Zane G. Todd

/s/ Sam H. Jones

Sam H. Jones

/s/ Thomas H. Sams

Thomas H. Sams

/s/ Dr. Earl B. Herr, Jr.

Dr. Earl B. Herr, Jr.

IN WITNESS WHEREOF, the foregoing directors of the Company have
affixed their respective signatures hereto in the presence of a Notary
Public for the State of Indiana, this 25th day of January, 1994.

My Commission Expires: 6/11/95

/s/ Gloria K. Bryant

My County of Residence: Marion

Gloria K. Bryant, Notary Public