

RECORDATION NO. 18035 FILED 12/10/92

DEC 10 1992 11 25 AM

INTERSTATE COMMERCE COMMISSION

**CERTIFICATE**

I, MARGARET M. PEARSON, Notary Public, State of Wisconsin, hereby certify that I have compared the attached copy of the Nineteenth Supplemental Indenture dated August 1, 1979 with the original instrument and found the copy to be complete and identical in all respects to the original.

Executed on this 9th day of December 1992.



Margaret M. Pearson  
Notary Public, State of Wisconsin  
My Commission expires March 19, 1995  
Telephone: (414) 221-2235

(SEAL)

[CONFORMED COPY]

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18035  
RECORDATION NO. FILED 12/10/92

WISCONSIN ELECTRIC POWER COMPANY

DEC 10 1992 - 11 25 AM

TO

INTERSTATE COMMERCE COMMISSION

FIRST WISCONSIN TRUST COMPANY

*As Trustee*

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**Nineteenth Supplemental Indenture**

**DATED AS OF AUGUST 1, 1979**

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**First Mortgage Bonds**  
**6.45% Series 1979A**  
**6.45% Series 1979B**  
**6.50% Serial Series 1979C**

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**WISCONSIN ELECTRIC POWER COMPANY**  
**Nineteenth Supplemental Indenture dated as of August 1, 1979**

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**SUPPLEMENTAL INDENTURE**, dated as of the first day of August, Nineteen hundred and seventy-nine (1979) made by and between WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the first part, and FIRST WISCONSIN TRUST COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Trustee"), as Trustee under the Mortgage and Deed of Trust dated October 28, 1938, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Mortgage and Deed of Trust dated October 28, 1938, as amended June 1, 1946, May 1, 1952 and April 1, 1958 (said Mortgage and Deed of Trust, as so amended, being hereinafter sometimes referred to as the "Original Indenture"), to secure the payment of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder, and to declare the terms and conditions upon which Bonds are to be issued thereunder; and indentures supplemental thereto dated October 28, 1938, June 1, 1946, March 1, 1949, June 1, 1950, May 1, 1952, May 1, 1954, April 15, 1956, April 1, 1958, November 15, 1960, November 1, 1966, November 15, 1967, May 15, 1968, May 15, 1969, November 1, 1969, July 15, 1976, January 1, 1978, May 1, 1978 and May 15, 1978, respectively, have heretofore been entered into between the Company and the Trustee; and

WHEREAS, Bonds have been issued by the Company under said Mortgage and Deed of Trust and indentures supplemental thereto prior to the date hereof as follows:

(1) \$55,000,000 principal amount of First Mortgage Bonds, 3½% Series due 1968, all of which have been redeemed prior to the date of execution hereof;

(2) \$50,000,000 principal amount of First Mortgage Bonds, 2⅝% Series due 1976, all of which have been retired for sinking fund purposes or paid at maturity prior to the date of execution hereof;

(3) \$10,000,000 principal amount of First Mortgage Bonds, 2⅞% Series due 1979, all of which have been retired for sinking fund purposes or paid at maturity prior to the date of execution hereof;

(4) \$15,000,000 principal amount of First Mortgage Bonds, 2 $\frac{3}{4}$ % Series due 1980, which are described in the Supplemental Indenture dated June 1, 1950, of which \$10,995,000 principal amount remain outstanding at the date of execution hereof;

(5) \$12,500,000 principal amount of First Mortgage Bonds, 3 $\frac{1}{4}$ % Series due 1982, which are described in the Supplemental Indenture dated May 1, 1952, of which \$9,452,000 principal amount remain outstanding at the date of execution hereof;

(6) \$20,000,000 principal amount of First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1984, which are described in the Supplemental Indenture dated May 1, 1954, of which \$15,425,000 principal amount remain outstanding at the date of execution hereof;

(7) \$30,000,000 principal amount of First Mortgage Bonds, 3 $\frac{7}{8}$ % Series due 1986, which are described in the Supplemental Indenture dated April 15, 1956, of which \$22,170,000 principal amount remain outstanding at the date of execution hereof;

(8) \$30,000,000 principal amount of First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1988, which are described in the Supplemental Indenture dated April 1, 1958, of which \$23,082,000 principal amount remain outstanding at the date of execution hereof;

(9) \$30,000,000 principal amount of First Mortgage Bonds, 5% Series due 1990, which are described in the Supplemental Indenture dated November 15, 1960, of which \$26,871,000 principal amount remain outstanding at the date of execution hereof;

(10) \$30,000,000 principal amount of First Mortgage Bonds, 5 $\frac{7}{8}$ % Series due 1996, which are described in the Supplemental Indenture dated November 1, 1966, of which \$28,097,000 principal amount remain outstanding at the date of execution hereof;

(11) \$40,000,000 principal amount of First Mortgage Bonds, 6 $\frac{7}{8}$ % Series due 1997, which are described in the Supplemental Indenture dated November 15, 1967, of which \$38,081,000 principal amount remain outstanding at the date of execution hereof;

(12) \$35,000,000 principal amount of First Mortgage Bonds, 6 $\frac{7}{8}$ % Series due 1998, which are described in the Supplemental Indenture dated May 15, 1968, of which \$33,808,000 principal amount remain outstanding at the date of execution hereof;

(13) \$40,000,000 principal amount of First Mortgage Bonds, 7 $\frac{1}{4}$ % Series due 1999, which are described in the Supplemental Indenture dated May 15, 1969, of which \$38,991,000 principal amount remain outstanding at the date of execution hereof;

(14) \$40,000,000 principal amount of First Mortgage Bonds, 8 $\frac{3}{8}$ % Series due November 1, 1999, which are described in the Supplemental Indenture dated November 1, 1969, of which \$39,561,000 principal amount remain outstanding at the date of execution hereof;

(15) \$60,000,000 principal amount of First Mortgage Bonds, 8 $\frac{3}{4}$ % Series due July 15, 2006, which are described in the Supplemental Indenture dated July 15, 1976, all of which remain outstanding at the date of execution hereof;

(16) \$25,000,000 principal amount of First Mortgage Bonds, 6.10% Serial Series 1978A, which are described in the Supplemental Indenture dated May 1, 1978, all of which remain outstanding at the date of execution hereof;

(17) \$1,000,000 principal amount of First Mortgage Bonds, 6.25% Serial Series 1978B, which are described in the Supplemental Indenture dated May 1, 1978, all of which remain outstanding at the date of execution hereof;

(18) \$80,000,000 principal amount of First Mortgage Bonds, 8 $\frac{7}{8}$ % Series due 2008, which are described in the Supplemental Indenture dated May 15, 1978, all of which remain outstanding at the date of execution hereof;

and

WHEREAS, the Company has entered into a First Supplemental Loan Agreement dated as of August 1, 1979 amending and supplementing a Loan Agreement dated as of May 1, 1978 (such Loan Agreement as so amended and supplemented being hereinafter called the "PC Loan Agreement") with the Town of Pleasant Prairie, Kenosha County, Wisconsin (hereinafter called the "Town") providing for (a) the issuance by the Town of its Pollution Control Revenue Bonds, Series B (Wisconsin Electric Power Company Projects) in the aggregate principal amount of \$26,000,000 (hereinafter called the "Town 1979 PC Bonds") pursuant to a First Supplemental Indenture of Trust

dated as of August 1, 1979 amending and supplementing an Indenture of Trust dated as of May 1, 1978 (such Indenture of Trust as so amended and supplemented being hereinafter called the "Town PC Indenture") between the Town and The First National Bank of Kenosha, Kenosha, Wisconsin, trustee (hereinafter called the "Town PC Trustee"), (b) a loan by the Town to the Company of the proceeds from the sale of the Town 1979 PC Bonds, and (c) the issuance by the Company of its Series 1979A, Series 1979B and Series 1979C Bonds provided for herein to evidence such loan; and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional Bonds on the basis of the net bondable value of property additions not subject to an unfunded prior lien, upon compliance with the provisions of Section 4 of Article III of the Original Indenture; and

WHEREAS, the Company desires by this Supplemental Indenture to provide for the creation of new series of bonds under the Original Indenture, to be designated "First Mortgage Bonds, 6.45% Series 1979A" (hereinafter called the "Series 1979A Bonds"), "First Mortgage Bonds, 6.45% Series 1979B" (hereinafter called the "Series 1979B Bonds") and "First Mortgage Bonds, 6.50% Serial Series 1979C" (hereinafter called the "Series 1979C Bonds"); and the Original Indenture provides that certain terms and provisions, as determined by the Board of Directors of the Company, of the Bonds of any particular series may be expressed in and provided for by the execution of an appropriate supplemental indenture; and

WHEREAS, the Original Indenture provides that the Company and the Trustee may enter into indentures supplemental to the Original Indenture to convey, transfer and assign to the Trustee and to subject to the lien of the Original Indenture additional properties acquired by the Company; and to add, to the covenants and agreements of the Company contained in the Original Indenture, other covenants and agreements thereafter to be observed; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a supplemental indenture in the form hereof for the purposes herein provided; and

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the premises and of the mutual covenants herein contained and of the acceptance of this trust by the Trustee and of the sum of One Dollar duly paid by the Trustee to the Company at or before the time of the execution of this Supplemental Indenture, and of other valuable considerations, the receipt whereof is hereby acknowledged, and in order further to secure the payment of the principal of and interest (and premium, if any) on all Bonds at any time issued and outstanding under the Original Indenture and all indentures supplemental thereto (hereinafter sometimes collectively called the "Indenture"), according to their tenor, purport and effect, the Company has executed and delivered this Supplemental Indenture and has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over, ratified and confirmed and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over, ratify and confirm unto First Wisconsin Trust Company, as Trustee, and to its successors in trust under the Indenture forever, all and singular the properties described in Schedule A to this Supplemental Indenture (in addition to all other properties heretofore specifically subjected to the lien of the Indenture and not heretofore released from the lien thereof);

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged, and conveyed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever;

SUBJECT, HOWEVER, to the exceptions and reservations and matters herein and in Schedule A hereto recited, to existing leases other than leases which by their terms are subordinate to the lien of the Indenture, to existing liens upon rights-of-way for transmission or distribution line purposes, as defined in Article I of the Original Indenture, and any extensions thereof, and subject to existing easements for streets, alleys, highways, rights-of-way and railroad purposes over, upon and across certain of the property described in Schedule A to this Supplemental Indenture, and subject also to all the terms, conditions, agreements,

covenants, exceptions and reservations expressed or provided in the deeds or other instruments respectively under and by virtue of which the Company acquired the properties described in Schedule A to this Supplemental Indenture, and to undetermined liens and charges, if any, incidental to construction or other existing permitted liens as defined in Article I of the Original Indenture;

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Original Indenture and the indentures supplemental thereto, including this Supplemental Indenture, set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued thereunder, or any of them, without preference of any of said Bonds and coupons of any particular series over the Bonds and coupons of any other series, by reason of priority in the time of the issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in Section 2 of Article IV of the Original Indenture;

PROVIDED, HOWEVER, and these presents are upon the condition that, if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of the Bonds the principal and interest (and premium, if any) to become due in respect thereof at the times and in the manner stipulated therein and in the Indenture, and shall keep, perform and observe all and singular the covenants and promises in the Bonds and in the Indenture expressed as to be kept, performed and observed by or on the part of the Company, then this Supplemental Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to remain in full force and effect;

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED, by and between the parties hereto, for the benefit of those who shall hold the Bonds, or any of them, issued or to be issued under the Indenture, as follows:

## ARTICLE I.

### DESCRIPTION OF SERIES 1979A BONDS.

SECTION 1. The nineteenth series of Bonds to be executed, anticipated and delivered under and secured by the Indenture shall be the Series 1979A Bonds. The Series 1979A Bonds shall, subject to the provisions of Section 1 of Article II of the Original Indenture, be

designated as "First Mortgage Bonds, 6.45% Series 1979A" of the Company. The Series 1979A Bonds shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture and of this Supplemental Indenture.

The Series 1979A Bonds shall mature (subject to the provisions of Sections 3 and 4 of this Article I) August 1, 2004, and shall bear interest at the rate of six and forty-five one-hundredths per cent. (6.45%) per annum, payable semi-annually on the first days of February and August in each year (each such February 1 and August 1 being hereinafter called an "interest payment date"). The Series 1979A Bonds shall be payable as to principal and interest in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and shall be payable (as well the interest as the principal thereof) at the agency of the Company in the City of Milwaukee, Wisconsin.

Every Series 1979A Bond shall be dated as of the date of its authentication and delivery, or if that is an interest payment date, the next day, and shall bear interest from the interest payment date next preceding its date or from August 1, 1979, whichever is later.

SECTION 2. The Series 1979A Bonds shall be registered bonds without coupons, of the denomination of \$5,000 and any multiple of \$5,000, numbered consecutively from R1 upwards.

SECTION 3. In the event that (a) an event of default has occurred and is continuing under Section 901 of the Town PC Indenture (other than an event of default under Section 901(c) or (d) of the Town PC Indenture), and (b) the Town PC Trustee has declared the principal of all Town 1979 PC Bonds then outstanding immediately due and payable pursuant to Section 902 of the Town PC Indenture, the maturity of the Series 1979A Bonds shall accelerate to the accelerated maturity date of the Town 1979 PC Bonds.

In the event that it is finally determined by the Internal Revenue Service or a court of competent jurisdiction, as a result of a proceeding in which the Company participates to the degree it deems sufficient, and which determination the Company, in its discretion, does not contest by an appropriate proceeding, directly or through a holder of Town 1979 PC Bonds, that, as a result of a failure by the Company to observe

any covenant, agreement or representation in the PC Loan Agreement, the interest payable on the Town 1979 PC Bonds is includable for Federal income tax purposes in the gross income of any holder of a Town 1979 PC Bond (other than a holder who is a "substantial user" or a "related person", within the meaning of Section 103(b)(8) of the Internal Revenue Code of 1954, as amended, and the applicable regulations thereunder), the maturity of the Series 1979A Bonds shall accelerate to the one-hundred-twentieth day after such determination becomes final or to such earlier date as the Company may designate in the notice of acceleration provided for in the last sentence of this paragraph. Any such determination shall not be considered final for this purpose unless the Company has been given written notice thereof and, if it so desires, has been afforded the opportunity to contest the same, either directly or in the name of any holder of Town 1979 PC Bonds, and until a conclusion of any appellate review, if sought. In the event that the maturity of the Series 1979A Bonds is accelerated pursuant to the first sentence of this paragraph, notice of such acceleration shall be mailed to the registered owner of the Series 1979A Bonds in the manner provided in Section 3 of Article V of this Supplemental Indenture.

No premium will be payable on the Series 1979A Bonds upon an acceleration of maturity pursuant to this Section 3. The Trustee shall not be required to recognize an acceleration of maturity pursuant to this Section 3 unless it shall have received from the Town PC Trustee or the Company notice in writing specifying the date to which such acceleration will occur or has occurred.

**SECTION 4.** Notwithstanding any other provisions of the Original Indenture or this Supplemental Indenture:

(a) On the date for payment of any amount of principal of, or premium or interest on, any Series 1979A Bond, there shall be credited against the Company's obligation to pay such amount any moneys in the Bond Fund (as defined in the Town PC Indenture) not provided from payments of principal, premium or interest due on that date on Series 1979A Bonds, to the extent such moneys are applied in accordance with the Town PC Indenture to pay corresponding amounts of principal of, or premium or interest on, Town 1979 PC Bonds having the same maturity and interest rate as the Series 1979A Bonds.

(b) The principal amount of any Town 1979 PC Bond having the same maturity and interest rate as the Series 1979A Bonds acquired by the Company and delivered to the Town PC Trustee, or acquired by the Town PC Trustee and cancelled, shall at the time of delivery to, or acquisition and cancellation by, the Town PC Trustee be credited against the obligation of the Company to pay the principal of Series 1979A Bonds.

The Company shall promptly inform the Trustee of all payments made and credits availed of with respect to its obligations on the Series 1979A Bonds. The Trustee shall not be required to recognize any credit with respect to any Series 1979A Bond unless the Trustee has received a certificate of the Town PC Trustee specifying the amount of such credit. As the principal of, premium, if any, and interest on the Series 1979A Bonds are paid in full, and upon their receipt by the Company, such Bonds shall be delivered to the Trustee for cancellation.

SECTION 5. The Series 1979A Bonds and the Trustee's Certificate to be endorsed on the Series 1979A Bonds shall be substantially in the following forms, respectively:

[FORM OF SERIES 1979A BOND]

WISCONSIN ELECTRIC POWER COMPANY

(Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND, 6.45% SERIES 1979A

No. B. .... \$.....

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Amended Indenture mentioned on the reverse side hereof), for value received, hereby promises to pay to ..... or registered assigns, on the first day of August, 2004, the sum of ..... Dollars, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and to pay interest on the unpaid amount thereof in like coin or currency, from the February 1 or August 1 next preceding the date of this Bond or from

August 1, 1979, whichever is later, at the rate of six and forty-five one-hundredths per cent. (6.45%) per annum, payable semi-annually, on the first days of February and August in each year until maturity, or, if this Bond shall be duly called for redemption, until the redemption date, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Amended Indenture. Both principal of, and interest on, this Bond are payable at the agency of the Company in the City of Milwaukee, Wisconsin. The Amended Indenture contains provisions for crediting certain amounts against the Company's obligations to make payments hereunder and, to the extent of such credits in accordance with the Amended Indenture, such obligations shall be deemed paid.

This Bond shall not be entitled to any benefit under the Amended Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until First Wisconsin Trust Company, the Trustee under the Amended Indenture, or a successor trustee thereto under the Amended Indenture, shall have signed the form of certificate endorsed hereon.

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

IN WITNESS WHEREOF, Wisconsin Electric Power Company has caused this Bond to be signed in its name by its President or a Vice President, manually or in facsimile, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary.

Dated,

WISCONSIN ELECTRIC POWER COMPANY,

By .....  
President

Attest:

.....  
Secretary

[FORM OF TRUSTEE'S CERTIFICATE]

This Bond is one of the Bonds, of the series designated therein, described in the within-mentioned Amended Indenture and Supplemental Indenture of August 1, 1979.

FIRST WISCONSIN TRUST COMPANY,  
Trustee,

By .....  
Authorized Officer

[TEXT APPEARING ON REVERSE SIDE OF BOND]

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a mortgage and deed of trust, dated October 28, 1938, executed by the Company to First Wisconsin Trust Company (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto dated June 1, 1946, May 1, 1952 and April 1, 1958, between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the "Amended Indenture") and all indentures supplemental thereto, to which Amended Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the registered owners of the Bonds, of the Company and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. To the extent permitted by, and as provided in, the Amended Indenture, modifications or alterations of the Amended Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and any coupons appertaining thereto may be made with the consent of the Company by an affirmative vote of not less than 75% in amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Amended Indenture, and by an affirmative vote of not less than 75% in amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case

one or more but less than all of the series of Bonds then outstanding under the Amended Indenture are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Amended Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 6.45% Series 1979A" (hereinafter called "Series 1979A Bonds") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the indenture supplemental thereto dated as of August 1, 1979 (hereinafter called the "Supplemental Indenture of August 1, 1979"), executed by the Company to the Trustee.

The Series 1979A Bonds are issued to evidence in part a loan by the Town of Pleasant Prairie, Kenosha County, Wisconsin (hereinafter called the "Town"), to the Company pursuant to the First Supplemental Loan Agreement dated as of August 1, 1979 amending and supplementing the Loan Agreement dated as of May 1, 1978 (such Loan Agreement as so amended and supplemented being hereinafter called the "PC Loan Agreement"). As provided for in the PC Loan Agreement, in order to fund such loan the Town has issued \$26,000,000 aggregate principal amount of its Pollution Control Revenue Bonds, Series B (Wisconsin Electric Power Company Projects) (hereinafter called the "Town 1979 PC Bonds") pursuant to a First Supplemental Indenture of Trust dated as of August 1, 1979 amending and supplementing the Indenture of Trust dated as of May 1, 1978 (such Indenture of Trust as so amended and supplemented being hereinafter called the "Town PC Indenture") between the Town and The First National Bank of Kenosha, Kenosha, Wisconsin, trustee. Under the Town PC Indenture, the Town 1979 PC Bonds are payable solely from certain revenues, including payments on the Series 1979A Bonds.

The Series 1979A Bonds are subject to redemption as provided in the Supplemental Indenture of August 1, 1979. The Series 1979A Bonds are subject to acceleration of maturity in certain events not involving an event of default under the Amended Indenture, as provided in the Supplemental Indenture of August 1, 1979. Notice of any such redemption or acceleration shall be delivered at least forty-five and not more than sixty days prior to the redemption date, to the registered owner of the Series 1979A Bonds to be redeemed, at its address as the same shall appear on the transfer register of the Company, all subject to the

conditions and as more fully set forth in the Amended Indenture and the Supplemental Indenture of August 1, 1979.

In case an event of default, as defined in the Amended Indenture, shall occur, the principal of all the Bonds at any such time outstanding under the Amended Indenture and all indentures supplemental thereto may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Amended Indenture. The Amended Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, on the books of the Company to be kept for that purpose at the agency of the Company in the City of Milwaukee, Wisconsin, upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new registered Bond or Bonds of the same series, of the same aggregate principal amount and in authorized denominations, will be issued to the transferee or transferees in exchange herefor; and this Bond, with or without others of like series, may in like manner be exchanged for one or more new registered Bonds of the same series of other authorized denominations but of the same aggregate principal amount; all subject to the terms and conditions set forth in the Amended Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Amended Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, as such, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being released by every owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Amended Indenture.

[TEXT OF LEGEND TO APPEAR ON BOND]

This Bond is held by the holder subject to the prohibitions on sale, assignment or other transfer set forth in Section 1012 of the Town PC Indenture referred to herein.

## ARTICLE II.

## DESCRIPTION OF SERIES 1979B BONDS.

SECTION 1. The twentieth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be the Series 1979B Bonds. The Series 1979B Bonds shall, subject to the provisions of Section 1 of Article II of the Original Indenture, be designated as "First Mortgage Bonds, 6.45% Series 1979B" of the Company. The Series 1979B Bonds shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture and of this Supplemental Indenture.

The Series 1979B Bonds shall mature (subject to the provisions of Sections 3 and 4 of this Article II) August 1, 2006, and shall bear interest at the rate of six and forty-five one-hundredths per cent. (6.45%) per annum, payable semi-annually on the first days of February and August in each year (each such February 1 and August 1 being hereinafter called an "interest payment date"). The Series 1979B Bonds shall be payable as to principal and interest in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and shall be payable (as well the interest as the principal thereof) at the agency of the Company in the City of Milwaukee, Wisconsin.

Every Series 1979B Bond shall be dated as of the date of its authentication and delivery, or if that is an interest payment date, the next day, and shall bear interest from the interest payment date next preceding its date or from August 1, 1979, whichever is later.

SECTION 2. The Series 1979B Bonds shall be registered bonds without coupons, of the denomination of \$5,000 and any multiple of \$5,000, numbered consecutively from R1 upwards.

SECTION 3. In the event that (a) an event of default has occurred and is continuing under Section 901 of the Town PC Indenture (other than an event of default under Section 901(c) or (d) of the Town PC Indenture), and (b) the Town PC Trustee has declared the principal of all Town 1979 PC Bonds then outstanding immediately due and payable pursuant to Section 902 of the Town PC Indenture, the maturity of the Series 1979B Bonds shall accelerate to the accelerated maturity date of the Town 1979 PC Bonds.

In the event that it is finally determined by the Internal Revenue Service or a court of competent jurisdiction, as a result of a proceeding in which the Company participates to the degree it deems sufficient, and which determination the Company, in its discretion, does not contest by an appropriate proceeding, directly or through a holder of Town 1979 PC Bonds, that, as a result of a failure by the Company to observe any covenant, agreement or representation in the PC Loan Agreement, the interest payable on the Town 1979 PC Bonds is includable for Federal income tax purposes in the gross income of any holder of a Town 1979 PC Bond (other than a holder who is a "substantial user" or a "related person", within the meaning of Section 103(b)(8) of the Internal Revenue Code of 1954, as amended, and the applicable regulations thereunder), the maturity of the Series 1979B Bonds shall accelerate to the one-hundred-twentieth day after such determination becomes final or to such earlier date as the Company may designate in the notice of acceleration provided for in the last sentence of this paragraph. Any such determination shall not be considered final for this purpose unless the Company has been given written notice thereof and, if it so desires, has been afforded the opportunity to contest the same, either directly or in the name of any holder of Town 1979 PC Bonds, and until a conclusion of any appellate review, if sought. In the event that the maturity of the Series 1979B Bonds is accelerated pursuant to the first sentence of this paragraph, notice of such acceleration shall be mailed to the registered owner of the Series 1979B Bonds in the manner provided in Section 3 of Article V of this Supplemental Indenture.

No premium will be payable on the Series 1979B Bonds upon an acceleration of maturity pursuant to this Section 3. The Trustee shall not be required to recognize an acceleration of maturity pursuant to this Section 3 unless it shall have received from the Town PC Trustee or the Company notice in writing specifying the date to which such acceleration will occur or has occurred.

SECTION 4. Notwithstanding any other provisions of the Original Indenture or this Supplemental Indenture:

(a) On the date for payment of any amount of principal of, or premium or interest on, any Series 1979B Bond, there shall be credited against the Company's obligation to pay such amount any moneys in the Bond Fund (as defined in the Town PC Indenture) not provided from payments of principal, premium or interest due on that date on Series 1979B Bonds, to the extent such

moneys are applied in accordance with the Town PC Indenture to pay corresponding amounts of principal of, or premium or interest on, Town 1979 PC Bonds having the same maturity and interest rate as the Series 1979B Bonds.

(b) The principal amount of any Town 1979 PC Bond having the same maturity and interest rate as the Series 1979B Bonds acquired by the Company and delivered to the Town PC Trustee, or acquired by the Town PC Trustee and cancelled, shall at the time of delivery to, or acquisition and cancellation by, the Town PC Trustee be credited against the obligation of the Company to pay the principal of Series 1979B Bonds.

The Company shall promptly inform the Trustee of all payments made and credits availed of with respect to its obligations on the Series 1979B Bonds. The Trustee shall not be required to recognize any credit with respect to any Series 1979B Bond unless the Trustee has received a certificate of the Town PC Trustee specifying the amount of such credit. As the principal of, premium, if any, and interest on the Series 1979B Bonds are paid in full, and upon their receipt by the Company, such Bonds shall be delivered to the Trustee for cancellation.

SECTION 5. The Series 1979B Bonds and the Trustee's Certificate to be endorsed on the Series 1979B Bonds shall be substantially in the following forms, respectively:

[FORM OF SERIES 1979B BOND]

WISCONSIN ELECTRIC POWER COMPANY

(Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND, 6.45% SERIES 1979B

No. R. .... \$.....

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Amended Indenture mentioned on the reverse side hereof), for value received, hereby promises to pay to ..... or registered assigns, on the first day of August, 2006, the sum of ..... Dollars, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and to pay

interest on the unpaid amount thereof in like coin or currency, from the February 1 or August 1 next preceding the date of this Bond or from August 1, 1979, whichever is later, at the rate of six and forty-five one-hundredths per cent. (6.45%) per annum, payable semi-annually, on the first days of February and August in each year until maturity, or, if this Bond shall be duly called for redemption, until the redemption date, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Amended Indenture. Both principal of, and interest on, this Bond are payable at the agency of the Company in the City of Milwaukee, Wisconsin. The Amended Indenture contains provisions for crediting certain amounts against the Company's obligations to make payments hereunder and, to the extent of such credits in accordance with the Amended Indenture, such obligations shall be deemed paid.

This Bond shall not be entitled to any benefit under the Amended Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until First Wisconsin Trust Company, the Trustee under the Amended Indenture, or a successor trustee thereto under the Amended Indenture, shall have signed the form of certificate endorsed hereon.

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

IN WITNESS WHEREOF, Wisconsin Electric Power Company has caused this Bond to be signed in its name by its President or a Vice President, manually or in facsimile, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary.

Dated,

WISCONSIN ELECTRIC POWER COMPANY,

By .....  
President

Attest:

.....  
Secretary

[FORM OF TRUSTEE'S CERTIFICATE]

This Bond is one of the Bonds, of the series designated therein, described in the within-mentioned Amended Indenture and Supplemental Indenture of August 1, 1979.

FIRST WISCONSIN TRUST COMPANY,  
Trustee,

By .....  
Authorized Officer

[TEXT APPEARING ON REVERSE SIDE OF BOND]

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a mortgage and deed of trust, dated October 28, 1938, executed by the Company to First Wisconsin Trust Company (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto dated June 1, 1946, May 1, 1952 and April 1, 1958, between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the "Amended Indenture") and all indentures supplemental thereto, to which Amended Indentures and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the registered owners of the Bonds, of the Company and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. To the extent permitted by, and as provided in, the Amended Indenture, modifications or alterations of the Amended Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and any coupons appertaining thereto may be made with the consent of the Company by an affirmative vote of not less than 75% in amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Amended Indenture, and by an affirmative vote of not less than 75% in amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case one or more but less than all of

the series of Bonds then outstanding under the Amended Indenture are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Amended Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 6.45% Series 1979B" (hereinafter called "Series 1979B Bonds") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the indenture supplemental thereto dated as of August 1, 1979 (hereinafter called the "Supplemental Indenture of August 1, 1979"), executed by the Company to the Trustee.

The Series 1979B Bonds are issued to evidence in part a loan by the Town of Pleasant Prairie, Kenosha County, Wisconsin (hereinafter called the "Town"), to the Company pursuant to the First Supplemental Loan Agreement dated as of August 1, 1979 amending and supplementing the Loan Agreement dated as of May 1, 1978 (such Loan Agreement as so amended and supplemented being hereinafter called the "PC Loan Agreement"). As provided for in the PC Loan Agreement, in order to fund such loan the Town has issued \$26,000,000 aggregate principal amount of its Pollution Control Revenue Bonds, Series B (Wisconsin Electric Power Company Projects) (hereinafter called the "Town 1979 PC Bonds") pursuant to a First Supplemental Indenture of Trust dated as of August 1, 1979 amending and supplementing the Indenture of Trust dated as of May 1, 1978 (such Indenture of Trust as so amended and supplemented being hereinafter called the "Town PC Indenture") between the Town and The First National Bank of Kenosha, Kenosha, Wisconsin, trustee. Under the Town PC Indenture, the Town 1979 PC Bonds are payable solely from certain revenues, including payments on the Series 1979B Bonds.

The Series 1979B Bonds are subject to redemption as provided in the Supplemental Indenture of August 1, 1979. The Series 1979B Bonds are subject to acceleration of maturity in certain events not involving an event of default under the Amended Indenture, as provided in the Supplemental Indenture of August 1, 1979. Notice of any such redemption or acceleration shall be delivered at least forty-five and not more than sixty days prior to the redemption date, to the registered

owner of the Series 1979B Bonds to be redeemed, at its address as the same shall appear on the transfer register of the Company, all subject to the conditions and as more fully set forth in the Amended Indenture and the Supplemental Indenture of August 1, 1979.

In case an event of default, as defined in the Amended Indenture, shall occur, the principal of all the Bonds at any such time outstanding under the Amended Indenture and all indentures supplemental thereto may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Amended Indenture. The Amended Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, on the books of the Company to be kept for that purpose at the agency of the Company in the City of Milwaukee, Wisconsin, upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new registered Bond or Bonds of the same series, of the same aggregate principal amount and in authorized denominations, will be issued to the transferee or transferees in exchange herefor; and this Bond, with or without others of like series, may in like manner be exchanged for one or more new registered Bonds of the same series of other authorized denominations but of the same aggregate principal amount; all subject to the terms and conditions set forth in the Amended Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Amended Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, as such, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being released by every owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Amended Indenture.

[TEXT OF LEGEND TO APPEAR ON BOND]

This Bond is held by the holder subject to the prohibitions on sale, assignment or other transfer set forth in Section 1012 of the Town PC Indenture referred to herein.

ARTICLE III.

DESCRIPTION OF SERIES 1979C BONDS.

SECTION 1. The twenty-first series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be the Series 1979C Bonds. The Series 1979C Bonds shall, subject to the provisions of Section 1 of Article II of the Original Indenture, be designated as "First Mortgage Bonds, 6.50% Serial Series 1979C" of the Company. The Series 1979C Bonds shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture and of this Supplemental Indenture.

The Series 1979C Bonds shall be of serial maturities, maturing (subject to the provisions of Sections 3 and 4 of this Article III) on August 1 of each of the following years in the respective amounts set forth below opposite such years:

<u>Year</u>	<u>Principal Amount</u>
2007 .....	\$3,000,000
2008 .....	\$3,500,000
2009 .....	\$3,500,000

The Series 1979C Bonds shall bear interest at the rate of six and five-tenths per cent. (6.50%) per annum, payable semi-annually on the first days of February and August in each year (each such February 1 and August 1 being hereinafter called an "interest payment date"). The Series 1979C Bonds shall be payable as to principal and interest in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and shall be payable (as well the interest as the principal thereof) at the agency of the Company in the City of Milwaukee, Wisconsin.

Every Series 1979C Bond shall be dated as of the date of its authentication and delivery, or if that is an interest payment date, the next day, and shall bear interest from the interest payment date next preceding its date or from August 1, 1979, whichever is later.

SECTION 2. The Series 1979C Bonds shall be registered bonds without coupons, of the denomination of \$5,000 and any multiple of \$5,000, numbered consecutively from R1 upwards.

SECTION 3. In the event that (a) an event of default has occurred and is continuing under Section 901 of the Town PC Indenture (other than an event of default under Section 901(c) or (d) of the Town PC Indenture), and (b) the Town PC Trustee has declared the principal of all Town 1979 PC Bonds then outstanding immediately due and payable pursuant to Section 902 of the Town PC Indenture, the maturity of the Series 1979C Bonds shall accelerate to the accelerated maturity date of the Town 1979 PC Bonds.

In the event that it is finally determined by the Internal Revenue Service or a court of competent jurisdiction, as a result of a proceeding in which the Company participates to the degree it deems sufficient, and which determination the Company, in its discretion, does not contest by an appropriate proceeding, directly or through a holder of Town 1979 PC Bonds, that, as a result of a failure by the Company to observe any covenant, agreement or representation in the PC Loan Agreement, the interest payable on the Town 1979 PC Bonds is includable for Federal income tax purposes in the gross income of any holder of a Town 1979 PC Bond (other than a holder who is a "substantial user" or a "related person", within the meaning of Section 103(b)(8) of the Internal Revenue Code of 1954, as amended, and the applicable regulations thereunder), the maturity of the Series 1979C Bonds shall accelerate to the one-hundred-twentieth day after such determination becomes final or to such earlier date as the Company may designate in the notice of acceleration provided for in the last sentence of this paragraph. Any such determination shall not be considered final for this purpose unless the Company has been given written notice thereof and, if it so desires, has been afforded the opportunity to contest the same, either directly or in the name of any holder of Town 1979 PC Bonds, and until a conclusion of any appellate review, if sought. In the event that the maturity of the Series 1979C Bonds is accelerated pursuant to the

first sentence of this paragraph, notice of such acceleration shall be mailed to the registered owner of the Series 1979C Bonds in the manner provided in Section 3 of Article V of this Supplemental Indenture.

No premium will be payable on the Series 1979C Bonds upon an acceleration of maturity pursuant to this Section 3. The Trustee shall not be required to recognize an acceleration of maturity pursuant to this Section 3 unless it shall have received from the Town PC Trustee or the Company notice in writing specifying the date to which such acceleration will occur or has occurred.

**SECTION 4.** Notwithstanding any other provisions of the Original Indenture or this Supplemental Indenture:

(a) On the date for payment of any amount of principal of, or premium or interest on, any Series 1979C Bonds, there shall be credited against the Company's obligation to pay such amount any moneys in the Bond Fund (as defined in the Town PC Indenture) not provided from payments of principal, premium or interest due on that date on Series 1979C Bonds, to the extent such moneys are applied in accordance with the Town PC Indenture to pay corresponding amounts of principal of, or premium or interest on, Series B Term Bonds (as defined in the Town PC Indenture).

(b) The principal amount of any Town 1979 PC Bond acquired by the Company or the Town (other than upon redemption) for which credit against a sinking fund payment is elected under the sixth paragraph of Section 302 of the First Supplemental Indenture to the Town PC Indenture shall at the time of such election be credited in the same amount against the Company's obligation to pay the principal of the corresponding Series 1979C Bond maturing on the date such sinking fund payment is due.

(c) The principal amount of any Series B Term Bond (as defined in the Town PC Indenture) acquired by the Company and delivered to the Town PC Trustee, or acquired by the Town PC Trustee and cancelled, for which credit is not elected under clause (b) above (and excluding any Town 1979 PC Bonds redeemed) shall at the time of such delivery to, or acquisition and cancellation by, the Town PC Trustee be credited against the obligation of the Company to pay the principal of Series 1979C Bonds having the same maturity as said Series B Term Bond.

The Company shall promptly inform the Trustee of all payments made and credits availed of with respect to its obligations on the Series 1979C Bonds. The Trustee shall not be required to recognize any credit with respect to any Series 1979C Bond unless the Trustee has received (a) such Bond for cancellation by it or (b) a certificate of the Town PC Trustee specifying the amount of such credit. As the principal of, premium, if any, and interest on the Series 1979C Bonds are paid in full, and upon their receipt by the Company, such Bonds shall be delivered to the Trustee for cancellation.

SECTION 5. The Series 1979C Bonds and the Trustee's Certificate to be endorsed on the Series 1979C Bonds shall be substantially in the following forms, respectively:

[FORM OF SERIES 1979C BOND]

WISCONSIN ELECTRIC POWER COMPANY  
(Incorporated under the laws of the State of Wisconsin)  
FIRST MORTGAGE BOND, 6.50% SERIAL SERIES 1979C

No. R. .... \$.....

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Amended Indenture mentioned on the reverse side hereof), for value received, hereby promises to pay to .....  
....., or registered assigns, on the first day of August, . . . ., the sum of ..... Dollars, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and to pay interest on the unpaid amount thereof in like coin or currency, from the February 1 or August 1 next preceding the date of this Bond or from August 1, 1979, whichever is later, at the rate of six and five-tenths per cent. (6.50%) per annum, payable semi-annually, on the first days of February and August in each year until maturity, or, if this Bond shall

be duly called for redemption, until the redemption date, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Amended Indenture. Both principal of, and interest on, this Bond are payable at the agency of the Company in the City of Milwaukee, Wisconsin. The Amended Indenture contains provisions for crediting certain amounts against the Company's obligations to make payments hereunder and, to the extent of such credits in accordance with the Amended Indenture, such obligations shall be deemed paid.

This Bond shall not be entitled to any benefit under the Amended Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until First Wisconsin Trust Company, the Trustee under the Amended Indenture, or a successor trustee thereto under the Amended Indenture, shall have signed the form of certificate endorsed hereon.

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

IN WITNESS WHEREOF, Wisconsin Electric Power Company has caused this Bond to be signed in its name by its President or a Vice President, manually or in facsimile, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary.

Dated,

WISCONSIN ELECTRIC POWER COMPANY,

By .....

President

Attest:

.....  
Secretary

[FORM OF TRUSTEE'S CERTIFICATE]

This Bond is one of the Bonds, of the series designated therein, described in the within-mentioned Amended Indenture and Supplemental Indenture of August 1, 1979.

FIRST WISCONSIN TRUST COMPANY,  
Trustee,

By .....  
Authorized Officer

[TEXT APPEARING ON REVERSE SIDE OF BOND]

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a mortgage and deed of trust, dated October 28, 1938, executed by the Company to First Wisconsin Trust Company (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto dated June 1, 1946, May 1, 1952 and April 1, 1958, between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the "Amended Indenture") and all indentures supplemental thereto, to which Amended Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the registered owners of the Bonds, of the Company and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. To the extent permitted by, and as provided in, the Amended Indenture, modifications or alterations of the Amended Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and any coupons appertaining thereto may be made with the consent of the Company by an affirmative vote of not less than 75% in amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Amended Indenture, and by an affirmative vote of not less than 75% in amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case one or more but less than all of

the series of Bonds then outstanding under the Amended Indenture are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Amended Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 6.50% Serial Series 1979C" (hereinafter called "Series 1979C Bonds") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the indenture supplemental thereto dated as of August 1, 1979 (hereinafter called the "Supplemental Indenture of August 1, 1979"), executed by the Company to the Trustee.

The Series 1979C Bonds are issued to evidence in part a loan by the Town of Pleasant Prairie, Kenosha County, Wisconsin (hereinafter called the "Town"), to the Company pursuant to the First Supplemental Loan Agreement dated as of August 1, 1979 amending and supplementing the Loan Agreement dated as of May 1, 1978 (such Loan Agreement as so amended and supplemented being hereinafter called the "PC Loan Agreement"). As provided for in the PC Loan Agreement, in order to fund such loan the Town has issued \$26,000,000 aggregate principal amount of its Pollution Control Revenue Bonds, Series B (Wisconsin Electric Power Company Projects) (hereinafter called the "Town 1979 PC Bonds") pursuant to a First Supplemental Indenture of Trust dated as of August 1, 1979 amending and supplementing the Indenture of Trust dated as of May 1, 1978 (such Indenture of Trust as so amended and supplemented being hereinafter called the "Town PC Indenture") between the Town and The First National Bank of Kenosha, Kenosha, Wisconsin, trustee. Under the Town PC Indenture, the Town 1979 PC Bonds are payable solely from certain revenues, including payments on the Series 1979C Bonds.

The Series 1979C Bonds are subject to redemption as provided in the Supplemental Indenture of August 1, 1979. The Series 1979C Bonds are subject to acceleration of maturity in certain events not involving an event of default under the Amended Indenture, as provided in the Supplemental Indenture of August 1, 1979. Notice of any such redemption or acceleration shall be delivered at least forty-five and not more than sixty days prior to the redemption date, to the registered owner

of the Series 1979C Bonds to be redeemed, at its address as the same shall appear on the transfer register of the Company, all subject to the conditions and as more fully set forth in the Amended Indenture and the Supplemental Indenture of August 1, 1979.

In case an event of default, as defined in the Amended Indenture, shall occur, the principal of all the Bonds at any such time outstanding under the Amended Indenture and all indentures supplemental thereto may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Amended Indenture. The Amended Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, on the books of the Company to be kept for that purpose at the agency of the Company in the City of Milwaukee, Wisconsin, upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new registered Bond or Bonds of the same series and of the same maturity, of the same aggregate principal amount and in authorized denominations, will be issued to the transferee or transferees in exchange herefor; and this Bond, with or without others of like series, may in like manner be exchanged for one or more new registered Bonds of the same series of other authorized denominations but of the same aggregate principal amount; all subject to the terms and conditions set forth in the Amended Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Amended Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, as such, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being released by every owner hereof by the acceptance of this Bond and as

part of the consideration for the issue hereof, and being likewise released by the terms of the Amended Indenture.

[TEXT OF LEGEND TO APPEAR ON BOND]

This Bond is held by the holder subject to the prohibitions on sale, assignment or other transfer set forth in Section 1012 of the Town PC Indenture referred to herein.

ARTICLE IV.

ISSUE OF SERIES 1979A, SERIES 1979B AND SERIES 1979C BONDS.

SECTION 1. The principal amount of the Series 1979A Bonds which may be authenticated and delivered hereunder is limited to \$12,000,000, the principal amount of the Series 1979B Bonds which may be authenticated and delivered hereunder is limited to \$4,000,000 and the principal amount of the Series 1979C Bonds which may be authenticated and delivered hereunder is limited to \$10,000,000 (in each case except for Bonds issued upon transfer, exchange or substitution as provided for in Article II of the Original Indenture).

SECTION 2. Series 1979A Bonds for the aggregate principal amount of Twelve Million Dollars (\$12,000,000), Series 1979B Bonds for the aggregate principal amount of Four Million Dollars (\$4,000,000) and Series 1979C Bonds for the aggregate principal amount of Ten Million Dollars (\$10,000,000) may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Sections 3 and 4 of Article III and Article XVIII of the Original Indenture.

ARTICLE V.

REDEMPTION.

SECTION 1. At the option of the Company the Series 1979A, Series 1979B and Series 1979C Bonds may be redeemed by the Company in

whole at any time on or after August 1, 1989 or in part in inverse order of maturity on any interest payment date on or after August 1, 1989, in each case in accordance with the provisions of Article V of the Original Indenture and at the following redemption prices (expressed in percentages of principal amount) applicable with respect to the respective periods indicated, together with accrued interest to the redemption date:

<u>Redemption Date (inclusive)</u>	<u>Redemption Price</u>
August 1, 1989 through July 31, 1990 .....	103.00%
August 1, 1990 through July 31, 1991 .....	102.50%
August 1, 1991 through July 31, 1992 .....	102.00%
August 1, 1992 through July 31, 1993 .....	101.50%
August 1, 1993 through July 31, 1994 .....	101.00%
August 1, 1994 through July 31, 1995 .....	100.50%
August 1, 1995 and thereafter .....	100.00%

SECTION 2. At the option of the Company the Series 1979A, Series 1979B and Series 1979C Bonds may be redeemed by the Company at any time in whole in accordance with the provisions of Article V of the Original Indenture and at 100% of the principal amount thereof together with accrued interest to the redemption date, if any of the following events shall have occurred:

(a) Damage or destruction to the Related Plant or the Related Projects to such extent that in the opinion of both the Company's Board of Directors (expressed in a resolution) and an architect or engineer acceptable to the Town and the Related Town Trustee (expressed in a written opinion or certificate), which resolution and written opinion or certificate shall both be filed with the Town and the Related Town Trustee, (1) the Related Plant or the Related Projects, as the case may be, cannot be reasonably repaired, rebuilt or restored within a period of six months to its condition immediately preceding such damage or destruction or (2) the Company is thereby prevented from carrying on its normal operations at the Related Plant for a period of six months; or

(b) Loss of title to or use of a substantial part of the Related Plant or the Related Projects as a result of the exercise of the power of eminent domain which, in the opinion of both the Company's Board of Directors (expressed in a resolution) and an architect or engineer acceptable to the Town and the Related Town Trustee (expressed in a written opinion or certificate), both filed

with the Town and the Related Town Trustee, results or is likely to result in the Company being thereby prevented from carrying on its normal operations at the Related Plant for a period of six months; or

(c) A change in the Constitution of Wisconsin or of the United States of America or legislative or administrative action (whether local, state or Federal) or a final decree, judgment or order of any court or administrative body (whether local, state or Federal) which causes the Related Loan Agreement to become void or impossible of performance in accordance with the intent and purpose of the parties as expressed therein or unreasonable burdens or excessive liabilities to be imposed upon the Town or the Company with respect to the Related Plant or the Related Projects or the operation thereof;

provided, however, that any redemption pursuant to this Section 2 shall be on a date which is within one year following the occurrence of one of the events listed above permitting the exercise of such option.

The terms "Related Plant," "Related Projects," "Related Town Trustee" and "Related Loan Agreement", insofar as concerning the option in respect of the Series 1979A, Series 1979B and Series 1979C Bonds, mean the Plant as defined in the Town PC Indenture, the Projects as defined in the Town PC Indenture, the Town PC Trustee and the PC Loan Agreement, respectively.

SECTION 3. In the event that the Company shall desire to exercise any right to redeem all or any part of the Series 1979A, Series 1979B or Series 1979C Bonds, it shall comply with the terms and conditions of Article V of the Original Indenture with regard to the redemption of Bonds of any series secured thereby, and such redemption shall be made under and subject to the terms and provisions of said Article V and in the manner and with the effect stated therein. Each serial maturity shall, for purposes of said Article V, be deemed a separate series. The provisions of Section 4 of Article I of this Supplemental Indenture (in the case of the Series 1979A Bonds), Section 4 of Article II of this Supplemental Indenture (in the case of the Series 1979B Bonds) and Section 4 of Article III of this Supplemental Indenture (in the case of the Series 1979C Bonds) shall be applicable in respect of the Company's obligations to make payments upon redemption. The Company shall not exercise any

right to redeem on any date all or any part of any Series 1979A, Series 1979B or Series 1979C Bond unless it shall give valid direction under the Town PC Indenture for the redemption on that date of an equal amount of Town 1979 PC Bonds having the same maturity and interest rate as the Series 1979A, Series 1979B or Series 1979C Bond to be redeemed. Notice of each redemption of Series 1979A, Series 1979B or Series 1979C Bonds shall be mailed, by first class mail (registered or certified, with return receipt requested, if at the time available) at least forty-five days and not more than sixty days prior to the redemption date, to the registered owner of the Bonds to be redeemed at its address appearing on the transfer register of the Company. Such mailing (but not the receipt thereof or the return of any receipt so requested) shall be a condition to the redemption of the Bonds. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the owner receives it.

## ARTICLE VI.

### ADDITIONAL PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants, warrants and agrees:

SECTION 1. That, so long as any Series 1979A, Series 1979B or Series 1979C Bonds are outstanding, the Company will not make any restricted payment on its Common Stock, as such term is defined in Section 2 of this Article VI, if, after giving effect to such restricted payment,

(a) the aggregate of all restricted payments made by the Company during the period commencing January 1, 1979 and ending on the last day of the third month preceding the month in which such restricted payment is made,

shall exceed

(b) the sum of \$201,539,152 at December 31, 1978 plus the net income of the Company (including dividends from subsidiary companies but excluding undistributed subsidiary earnings) during such period applicable to the Common Stock of the Company.

The provisions of this Section 1 shall be binding upon the Company and effective so long, but only so long, as any Series 1979A, Series 1979B or Series 1979C Bonds are outstanding.

SECTION 2. The terms "restricted payment" and "restricted payment on its Common Stock", as such terms are used in Section 1 of this Article VI, shall mean and include the declaration and payment of any dividend on the Common Stock of the Company (other than dividends payable solely in shares of Common Stock), and the making of any other distribution on and the acquisition for value of any shares of its Common Stock (except in exchange for shares of Common Stock).

SECTION 3. That the Company is lawfully seized and possessed of all of the mortgaged property described in Schedule A to this Supplemental Indenture; that it has good right and lawful authority to mortgage the same as provided in this Supplemental Indenture; and that such mortgaged property is, at the actual date of the initial issue of the Series 1979A, Series 1979B or Series 1979C Bonds, free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to the Indenture, except as set forth in the granting clauses of the Indenture or this Supplemental Indenture.

#### ARTICLE VII.

##### THE TRUSTEE.

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

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

#### ARTICLE VIII.

##### MISCELLANEOUS PROVISIONS.

All terms contained in this Supplemental Indenture and not defined herein shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture.

Although this Supplemental Indenture for convenience and for the purpose of reference is dated as of August 1, 1979, the actual date of

execution by the Company and by the Trustee is as indicated by their respective acknowledgments hereto annexed.

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

IN WITNESS WHEREOF, said Wisconsin Electric Power Company has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice Presidents, and its corporate seal to be here-to affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries; and said First Wisconsin Trust Company, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries; all as of the first day of August, One thousand nine hundred and seventy-nine.

WISCONSIN ELECTRIC POWER COMPANY,

[CORPORATE SEAL]

By /s/ C. S. McNEER  
C. S. McNeer  
President.

Attested:

/s/ J. H. GOETSCH  
J. H. Goetsch  
Secretary.

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

/s/ J. W. FLEISSNER  
J. W. Fleissner

/s/ DAWN L. FREITAG  
Dawn L. Freitag  
As Witnesses.

FIRST WISCONSIN TRUST COMPANY,

[CORPORATE SEAL]

By /s/ ERIC HAGERUP  
Eric Hagerup  
Vice President.

Attested:

/s/ F. R. OHSWALDT  
F. R. Ohswaldt  
Assistant Secretary.

Signed, sealed and delivered by FIRST  
WISCONSIN TRUST COMPANY in the  
presence of:

/s/ F. J. GINGRASSO  
F. J. Gingrasso

/s/ DON BAILEY  
Don Bailey  
As Witnesses.

STATE OF WISCONSIN, }  
 COUNTY OF MILWAUKEE. } ss.:

On this 23rd day of August, 1979, before me personally appeared C. S. McNEER and J. H. GOETSCH, to me personally known, who, being by me severally duly sworn, did say: that C. S. McNeer is President and J. H. GOETSCH is Secretary of WISCONSIN ELECTRIC POWER COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said C. S. McNeer and J. H. Goetsch severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ WESLEY R. CLEVELAND, JR.  
 Wesley R. Cleveland, Jr.  
 Notary Public  
 State of Wisconsin  
 My Commission expires April 5, 1981  
 [Seal of Notary Public]

STATE OF WISCONSIN, }  
 COUNTY OF MILWAUKEE. } ss.:

On this 23rd day of August, 1979, before me personally appeared ERIC HAGERUP and F. R. OHSWALDT, to me personally known, who, being by me severally duly sworn, did say: that Eric Hagerup is a Vice President and F. R. Ohswaldt is an Assistant Secretary of FIRST WISCONSIN TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Eric Hagerup and F. R. Ohswaldt severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ BETTY J. BRUDNICKI  
 Betty J. Brudnicki  
 Notary Public  
 State of Wisconsin  
 My Commission expires on August 7, 1983  
 [Seal of Notary Public]

STATE OF WISCONSIN, }  
 COUNTY OF MILWAUKEE. } ss.:

C. S. McNEER, being duly sworn, says: that he is President of WISCONSIN ELECTRIC POWER COMPANY, the Mortgagor named in the foregoing instrument; that he has knowledge of the facts with regard to the making of said instrument and of the consideration therefor; that the consideration for said instrument was and is actual and adequate; and that the same was given in good faith for the purpose in such instrument set forth, namely, (1) to specifically subject to the lien of the Indenture certain property which the Company has acquired and/or with respect to which the Company has perfected its title and which has not previously been specifically subjected to the lien of the Indenture and (2) to define the terms and conditions of the series of First Mortgage Bonds provided for therein.

/s/ C. S. McNEER  
 C. S. McNeer

Sworn to before me this  
 23rd day of August, 1979.

/s/ WESLEY R. CLEVELAND, JR.  
 Wesley R. Cleveland, Jr.  
 Notary Public  
 State of Wisconsin  
 My commission expires on April 5, 1981.  
 [Seal of Notary Public]

This instrument was drafted by Robert H. Gorske and Norris Darrell, Jr. on behalf of Wisconsin Electric Power Company.

## SCHEDULE A

### PARCELS OF REAL ESTATE

#### WISCONSIN

The following described parcels of real estate, all of which are located in the State of Wisconsin in the respective counties hereinafter specified:

#### DANE COUNTY

1. Transmission Line Land: Part of the Northwest one-quarter (NW  $\frac{1}{4}$ ) and part of the Southwest one-quarter (SW  $\frac{1}{4}$ ) of Section Thirteen (13), Township Eight (8) North, Range Twelve (12) East, Town of Medina, bounded and described as follows:

Commencing at the south one-quarter corner of said Section Thirteen (13); thence North no degrees two minutes twenty-five seconds East (N.00°02'25"E.) along the north-south one-quarter line a distance of two thousand six hundred thirty-eight and ninety-eight hundredths (2,638.98) feet to a point in the east-west one-quarter line of said Section Thirteen (13), and being the point of beginning of the parcel of land herein conveyed; thence South eighty-seven degrees forty-five minutes forty-eight seconds West (S.87°45'48"W.) along the east-west one-quarter line a distance of six hundred sixty-one and ninety-eight hundredths (661.98) feet to a point; thence South no degrees seven minutes six seconds West (S.00°07'06"W.) a distance of one thousand three hundred twenty and seventy-eight hundredths (1,320.78) feet to a point; thence South eighty-seven degrees thirty-nine minutes twenty-eight seconds West (S.87°39'28"W.) a distance of three hundred thirty-one and ninety-two hundredths (331.92) feet to a point; thence North no degrees nine minutes twenty-six seconds East (N.00°09'26"E.) a distance of one thousand three hundred twenty-one and forty-three hundredths (1,321.43) feet to a point in the east-west one-quarter line; thence South eighty-seven degrees forty-five minutes forty-eight seconds West (S.87°45'48"W.) along the east-west one-quarter line a distance of one thousand six hundred fifty-four and ninety-six hundredths (1654.96) feet to a

point in the west line of said Section Thirteen (13), also being the center line of Cherry Lane; thence North no degrees seven minutes thirty-five seconds East (N.00°07'35"E.) along the west line of the Northwest one-quarter (NW  $\frac{1}{4}$ ) of said Section Thirteen (13), and the center line of Cherry Lane a distance of sixty-six and six one-hundredths (66.06) feet to a point; thence North eighty-seven degrees forty-five minutes forty-eight seconds East (N. 87°45'48"E.) a distance of nine hundred eighty-nine and thirty-six hundredths (989.36) feet to a point; thence North forty-nine degrees forty-eight minutes one second East (N. 49°48'01"E.) a distance of four hundred twenty-one and thirty-four hundredths (421.34) feet to a point; thence North fifty-two degrees twenty-six minutes forty-six seconds East (N. 52°26'46"E.) a distance of six hundred sixty and two one-hundredths (660.02) feet to a point; thence North three degrees forty-three minutes fifty seconds East (N.03°43'50"E.) a distance of one hundred forty-two and fifty hundredths (142.50) feet to a point; thence North seventy-three degrees seventeen minutes twenty-six seconds East (N.73°17'26"E.) a distance of four hundred twenty-seven and fourteen hundredths (427.14) feet to a point; thence North no degrees forty-one minutes twenty-five seconds West (N.00°41'25"W.) a distance of one hundred thirty-four and thirty hundredths (134.30) feet to a point; thence North seventy-eight degrees twenty-nine minutes forty seconds East (N.78°29'40"E.) a distance of one hundred sixty-nine and sixty-eight hundredths (169.68) feet to a point; thence South eighty degrees forty-three minutes twenty-one seconds East (S.80°43'21"E.) a distance of two hundred thirty-two and eighty-six hundredths (232.86) feet to a point in the north-south one-quarter line of said Section Thirteen (13), also being the east line of a town road; thence South no degrees two minutes twenty-five seconds West (S.00°02'25"W.) along the north-south one-quarter line and the east right of way line of a town road a distance of one thousand seventy-one and eighteen hundredths (1071.18) feet to the point of beginning, excepting therefrom a town road over the east forty-nine and fifty hundredths (49.50) feet thereof, and subject to Cherry Lane over the west thirty-three and no one-hundredths (33.00) feet thereof.

## KENOSHA COUNTY

2. Addition to Kenosha Power Plant Property: Part of the Southeast one quarter (SE  $\frac{1}{4}$ ) of Section Seven (7), Township One (1) North, Range Twenty-three (23) East, Town of Pleasant Prairie, bounded and described as follows: Commencing two hundred four and thirty-five hundredths (204.35) feet west of the west line of the former Chicago, Kenosha and Milwaukee Railway right of way and nine hundred seventy-nine and seventy-five hundredths (979.75) feet south of the north line of said one-quarter ( $\frac{1}{4}$ ) section; thence southerly parallel with the former Chicago, Kenosha and Milwaukee Railway right of way a distance of forty-five (45) feet to a point; thence west a distance of one hundred thirty-one and sixty-five hundredths (131.65) feet to a point; thence north parallel with the former Chicago, Kenosha and Milwaukee Railway right of way a distance of forty-five (45) feet to a point; thence easterly a distance of one hundred thirty-one and sixty-five hundredths (131.65) feet to the point of beginning. Also part of the North Half (N  $\frac{1}{2}$ ) of the Southeast quarter (SE  $\frac{1}{4}$ ) of Section Seven (7), Township One (1) North, of Range Twenty-three (23) East, particularly described as follows: Beginning at a point which is five hundred forty-seven (547) feet west of the west line of the right of way of the Electric Railway Company and one thousand one hundred ninety-four and seventy-five hundredths (1194.75) feet southerly from the north line of said Quarter Section; thence southerly parallel to the west line of said right of way of said Electric Railway Company, forty-five (45) feet; thence west parallel to the north line of said Quarter Section, two hundred eight (208) feet; thence northerly parallel to the said west line of said right of way forty-five (45) feet; thence east parallel to said north line of said Quarter Section to the place of beginning, according to a survey of Wm. O'Brien, County Surveyor, and lying and being in the Town of Pleasant Prairie.

3. Transmission Line Land: Lot Nine (9), Block Five (5), Bonnie Hame First Subdivision, being a subdivision of a part of the Northeast quarter (NE  $\frac{1}{4}$ ) of Section Thirty-six (36) and a part of the Southeast quarter (SE  $\frac{1}{4}$ ) of Section Twenty-five (25), all in Township Two (2) North, Range Twenty-two (22) East, City of Kenosha.

## MILWAUKEE COUNTY

4. Brown Deer District Office: Parcel 3 of Certified Survey Map No. 3308 being a division of Parcel 2 of Certified Survey Map No. 2932, being a part of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 15, T8N, R21E, in the City of Milwaukee, Milwaukee County, Wisconsin, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on April 17, 1978, in Reel 1102, Image 174, as Document No. 5202722.

5. Tri-Division Service Center: Parcel 1 of Certified Survey Map No. 3446 being a Redivision of Parcel 2, in Certified Survey Map No. 2950 in the Northeast quarter (NE  $\frac{1}{4}$ ) of Section Thirty-one (31), Township Seven (7) North, Range Twenty-one (21) East, City of West Allis.

## RACINE COUNTY

6. Ash Disposal Site: That part of the North One-half (N  $\frac{1}{2}$ ) of Section numbered One (1), in Township numbered Four (4) North, Range numbered Twenty-two (22) East, bounded as follows: Commencing at the point of intersection of the North one-quarter (N  $\frac{1}{4}$ ) line of said Section with the center line of Rifle Range Road, said point being five hundred ninety-three (593) feet due south of the North one-quarter (N  $\frac{1}{4}$ ) corner of said Section; running thence due south along the North one-quarter (N  $\frac{1}{4}$ ) line of said Section a distance of eight hundred twenty-nine and thirty-five hundredths (829.35) feet to a point marked by a one inch iron pipe; thence due east a distance of one hundred (100) feet to a point marked by a one inch iron pipe; thence due north and parallel with the North one-quarter (N  $\frac{1}{4}$ ) line of said Section a distance of nine hundred thirteen and five hundredths (913.05) feet to a point in the center line of Rifle Range Road marked by a one inch iron pipe; thence North fifty degrees thirty-five minutes thirty-six seconds East (N.50°35'36"E.) along the center line of Rifle Range Road a distance of eight hundred and eighty-nine hundredths (800.89) feet to a point in the north line of said Section marked by a one inch iron pipe, said point being seven hundred eighteen and eighty-two hundredths (718.82) feet South eighty-nine degrees fifty-five minutes forty-nine seconds East (S.89°55'49"E.) of the North one-quarter (N  $\frac{1}{4}$ ) corner of said Section; thence South eighty-nine degrees fifty-five minutes

forty-nine seconds East (S.89°55'49"E) along the north line of said Section and the center line of Rifle Range Road a distance of four hundred eight and seventy-four hundredths (408.74) feet to a point marked by a one inch iron pipe in the westerly line of the Chicago and North Western Transportation Company right of way; thence South twenty degrees twenty-five minutes forty-nine seconds East (S.20°25'49"E.) along the westerly line of the Chicago and North Western Transportation Company right of way a distance of one thousand eight hundred twenty-four and twenty eight hundredths (1824.28) feet to a point marked by a one inch iron pipe, said point being nine hundred seventy-four and twenty-two hundredths (974.22) feet North twenty degrees twenty-five minutes forty-nine seconds West (N.20°25'49"W.) of the point of intersection of the East one-quarter (E ¼) line of said Section with the Westerly line of the Chicago and North Western Transportation Company right of way; thence South thirty-two degrees thirty-eight minutes forty-one seconds West (S.32°38'41"W.) a distance of eight hundred ninety-six and one one-hundredths (896.01) feet to a point marked by a one inch iron pipe; thence North eighty-seven degrees forty minutes forty-five seconds West (N.87°40'45"W.) on a line which is one hundred twenty-five (125) feet north of and parallel with the East one-quarter (E ¼) line of said Section a distance of one thousand three hundred thirty-nine and eighty-seven hundredths (1339.87) feet to a point in the center line of State Trunk Highway 32; thence North thirty-seven degrees thirty-seven minutes forty-five seconds West (N.37°37'45"W.) along the centerline of State Trunk Highway 32 aforesaid a distance of one thousand two hundred seventy-nine and ninety-four hundredths (1279.94) feet to its point of intersection with the center line of Rifle Range Road; thence North thirty degrees forty minutes fifteen seconds East (N.30°40'15"E.) along the center of Rifle Range Road a distance of four hundred twenty-five (425) feet to a point marked by a one inch iron pipe; thence North forty-two degrees one minute forty-nine seconds East (N.42°01'49"E.) along the center line of the Rifle Range Road a distance of one hundred ninety and fifty-five hundredths (190.55) feet to a point marked by a one inch iron pipe; thence North fifty-nine degrees no minutes no seconds East (N.59°00'00"E.) along the center line of Rifle Range Road a distance of five hundred seventy-seven and thirty hundredths (577.30) feet to the point of commencement; said land being in the Town of Caledonia.

## SHEBOYGAN COUNTY

7. Addition to Haven Power Plant Property: All that part of the Northwest one-quarter (NW  $\frac{1}{4}$ ) of the Southwest one-quarter (SW  $\frac{1}{4}$ ) of Section Fifteen (15), Township Sixteen (16) North, Range Twenty-three (23) East, Town of Mosel, bounded and described as follows: Commencing at a point in the center line of the so-called Lake Shore Road, extending north and south along the section line between Sections Fifteen (15) and Sixteen (16), of Township Sixteen (16) North, of Range Twenty-three (23) East, which point is eight hundred twenty-five (825) feet south of the northwest corner of the Southwest one-quarter (SW  $\frac{1}{4}$ ) of said Section Fifteen (15); thence south along the center line of the Lake Shore Road a distance of three hundred twenty-eight (328) feet to a point; thence east at right angles to said Road a distance of one hundred fifty-four (154) feet to a point; thence north parallel with the Lake Shore Road a distance of three hundred twenty-three and one tenths (323.1) feet to a point; thence North eighty-eight degrees one minute West (N.88°1'W.) a distance of one hundred fifty-four and one tenths (154.1) feet to the point of beginning. Excepting therefrom lands deeded to the Town of Mosel for widening highway as per deed recorded in Vol. 364 of Deeds, pages 200 and 201, Sheboygan County records.

## WAUPACA COUNTY

8. Weyauwega Substation: All of Block Twenty-five (25) of the Northern Extension of the City of Weyauwega, according to the recorded plat thereof; EXCEPTING therefrom the following described parcel:

Beginning at the southeast corner of said Block Twenty-five (25); thence west along the south line of said Block Twenty-five (25), one hundred seventy-two and seven tenths (172.7) feet; thence north parallel with the east line of said Block Twenty-five (25), one hundred twenty (120) feet; thence west parallel with the south line of said Block Twenty-five (25), twenty-seven and three tenths (27.3) feet; thence north parallel with the east line of said Block Twenty-five (25), one hundred twenty (120) feet; thence east along the north line of said Block Twenty-five (25), two hundred (200) feet; thence south along the east line of said Block

Twenty-five (25), two hundred forty (240) feet to the point of beginning.

#### WOOD COUNTY

9. Miscellaneous Property: The Southwest one-quarter (SW  $\frac{1}{4}$ ) of the Southwest one-quarter (SW  $\frac{1}{4}$ ) and the North one-half (N  $\frac{1}{2}$ ) of the Southwest one-quarter (SW  $\frac{1}{4}$ ) of Section Fourteen (14), Township Twenty-three (23) North, Range Six (6) East, Town of Rudolph.

#### MICHIGAN

The following described parcels of real estate, all of which are located in the State of Michigan in the respective counties hereinafter specified:

#### DELTA COUNTY

1. Upper Michigan Power Plant Property: The north four hundred eighteen (418) feet of the west four hundred seventy-two and five tenths (472.5) feet of the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Six (6), Township Thirty-eight (38) North, Range Twenty-three (23) West, Township of Ford River, excepting the westerly thirty-three (33) feet thereof for existing County Road A-15 right of way. Also the south four hundred eighteen (418) feet of the north eight hundred thirty-six (836) feet of the west four hundred seventy-two and five tenths (472.5) feet of the Fractional Southwest Quarter (SW  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section (6), Township Thirty-eight (38) North, Range Twenty-three (23) West, Township of Ford River, excepting the right of way of County Road A-15.

2. Water Intake Pump House Sites: The Southwest Quarter of the Southwest Quarter of Section Twelve (12), Township Thirty-seven (37) North, Range Twenty-four (24) West, AND Lot Four (4) of Section Twelve (12), Town Thirty-seven (37) North, Range Twenty-four (24) West, Township of Ford River. And all riparian rights appurtenant to said land; EXCEPT Part of Government Lot Four (4), Section Twelve (12), Township Thirty-Seven (37) North, Range Twenty-four (24) West, described as follows:

From the Northwest corner of Government Lot Four (4), Section Twelve (12), Township Thirty-Seven (37) North, Range

Twenty-four (24) West, measure East along the North line of said Government Lot a distance of 478.3 feet to the Easterly right of way line of State Highway M-35 and the point of beginning of the land herein described, thence South 24°35' West along said right of way line a distance of 159.2 feet, thence South 65°26' East a distance of 458.85 feet to the shore of Green Bay, thence North 27°22' East along said shore a distance of 377.75 feet to the North line of said Government Lot, thence West along said North line a distance of 524.7 feet to the Point of Beginning.

Also part of Government Lot Two (2), Section Six (6), Township Thirty-seven (37) North, Range Twenty-three (23) West, Township of Ford River, lying North of a line described as:

Beginning at a point on the West line of Government Lot Two (2) which is 609.18 feet South of the West Quarter stake; thence South 87° East 459 feet; thence North 150 feet; thence South 87° East to the Shore of Green Bay, including lands to the shoreline and including all riparian rights appurtenant to said lands in respect to adjoining waters of Green Bay; EXCEPT the Right of Way of County Road A-23 as described at Liber E of Miscellaneous Page 323.

#### DICKINSON COUNTY

3. Iron Mountain District Office: A parcel of land located in the North one-half (N ½) of the Southwest one-quarter (SW ¼) of Section Nineteen (19), Township Forty (40) North, Range Thirty (30) West, City of Iron Mountain; more particularly described as follows:

Commencing at an iron bar marking the South one-quarter (S ¼) corner of Section Nineteen (19), Township Forty (40) North, Range Thirty (30) West; thence running North three degrees twenty-three minutes ten seconds East (N.3°23'10"E.) along the North-South one-quarter (¼) Line of said Section Nineteen (19) for a distance of one thousand three hundred forty-six and fifty hundredths (1346.50) feet to a concrete monument marking the southeast corner of the Northeast one-quarter (NE ¼) of the Southwest one-quarter (SW ¼) and the point of beginning of the parcel to be described; thence running West along the south line of the Northeast one-quarter (NE ¼) of the Southwest one-

quarter (SW  $\frac{1}{4}$ ) for a distance of one thousand two hundred seventy-three and ninety hundredths (1273.90) feet to a point on the easterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence running North seven degrees forty-three minutes thirty seconds West (N.7°43'30"W.) along the easterly right-of-way line of said railroad for a distance of one thousand three hundred sixty and thirty-seven hundredths (1360.37) feet to a point on the north line of the North one-half (N  $\frac{1}{2}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section Nineteen (19); thence running South eighty-nine degrees fifty-one minutes forty seconds East (S.89°51'40"E.) along said north line for a distance of one thousand five hundred thirty-six and thirty-six hundredths (1536.36) feet to the center of Section Nineteen (19); thence running South three degrees twenty-three minutes ten seconds West (S.3°23'10"W.) along the North-South one-quarter ( $\frac{1}{4}$ ) Line for a distance of one thousand three hundred forty-six and fifty-eight hundredths (1346.58) feet to the point of beginning. Parcel contains 43.42 acres and includes part of the former Chicago, Milwaukee, St. Paul and Pacific Railroad-Quinnesec Branch right of way.

#### GOGEBIC COUNTY

4. Addition to Watersmeet Distribution Center: The east One Half (East 30') of unimproved Cannon Street, extending north 300' from the north line of unimproved Parke Street, to the south line of improved Vernon Street, all in Wakefield's Addition to the unincorporated Village of Watersmeet, Watersmeet Township.

## WISCONSIN ELECTRIC POWER COMPANY

**Data Relative to Recording and Filing of  
Nineteenth Supplemental Indenture Dated as of August 1, 1979**

This Nineteenth Supplemental Indenture dated as of August 1, 1979 was recorded in the offices of the Registers of Deeds for the Counties listed below in the States of Wisconsin and Michigan, as follows:

## WISCONSIN

<u>County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Reel or Volume</u>	<u>Image or Page</u>	<u>Document Number</u>
Brown	August 24, 1979	11:45 a.m.	{3439 3440	27 1}	924376
Calumet	August 24, 1979	1:00 p.m.	174	624	153555
Dane	August 24, 1979	1:09 p.m.	1091	462	1636825
Dodge	August 24, 1979	9:53 a.m.	517	357	626851
Florence	August 24, 1979	8:40 a.m.	84	354	219842
Fond du Lac	August 24, 1979	11:00 a.m.	800	447	351972
Forest	August 24, 1979	9:00 a.m.	52	654	116598
Jefferson	August 24, 1979	9:30 a.m.	590	700	763882
Kenosha	August 24, 1979	8:55 a.m.	1055	694	657032
Manitowoc	August 24, 1979	9:07 a.m.	631	197	548872
Marinette	August 24, 1979	9:16 a.m.	{425 426	15 1}	409957
Milwaukee	August 24, 1979	9:20 a.m.	1235	43	5341610
Oconto	August 24, 1979	10:30 a.m.	476	115	318480
Outagamie	August 24, 1979	9:00 a.m.	{1756 1757	19 1}	771361
Ozaukee	August 24, 1979	2:15 p.m.	439	759	313932
Portage	August 24, 1979	11:50 a.m.	408	597	344525
Racine	August 24, 1979	8:05 a.m.	1524	278	1058889
Rock	August 24, 1979	8:02 a.m.	22	902	912284
Shawano	August 24, 1979	10:10 a.m.	547	396	365976
Sheboygan	August 24, 1979	8:10 a.m.	865	522	1046863
Vilas	August 24, 1979	10:00 a.m.	373	42	193359
Walworth	August 24, 1979	9:09 a.m.	238	632	50491
Washington	August 24, 1979	1:02 p.m.	713	108	420530
Waukesha	August 24, 1979	9:46 a.m.	374	1061	1104230
Waupaca	August 24, 1979	11:05 a.m.	534	180	390249
Waushara	August 24, 1979	9:00 a.m.	273	7	246430
Winnebago	August 24, 1979	8:02 a.m.	—	—	538998
Wood	August 24, 1979	10:21 a.m.	435	275	590536

## MICHIGAN

<u>County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Reel, Volume or Liber</u>	<u>Image or Page</u>	<u>Document Number</u>
Alger	August 24, 1979	9:45 a.m.	62	139	—
Baraga	August 24, 1979	10:00 a.m.	17	264	—
Delta	August 24, 1979	12:45 p.m.	206	176	—
Dickinson	August 24, 1979	9:30 a.m.	122	243	751
Gogebic	August 24, 1979	1:00 p.m.	98	72	57152
Houghton	August 24, 1979	9:35 a.m.	59	381	—
Iron	August 24, 1979	8:00 a.m.	110	309	—
Marquette	August 24, 1979	8:25 a.m.	338	638	2485
Menominee	August 24, 1979	9:18 a.m.	247	399	1217
Ontonagon	August 24, 1979	12:30 p.m.	49	387	—
Schoolcraft	August 24, 1979	11:00 a.m.	67	1	11939

In order to comply with the Michigan Statutes, as amended, relative to making effective mortgage liens on personal property located in the State of Michigan, the Nineteenth Supplemental Indenture dated as of August 1, 1979 was filed with the Secretary of State of the State of Michigan on August 24, 1979 at 2:44 p.m. as file number 50911A.