

18035 ✓
RECORDATION NO. FILED M25

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 Twenty-Second Supplemental Indenture dated December 1, 1980 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]

RECORDATION NO 18035 FILED 1425 ✓

WISCONSIN ELECTRIC POWER COMPANY

DEC 10 1992 - 11 25 AM
INTERSTATE COMMERCE COMMISSION

TO

FIRST WISCONSIN TRUST COMPANY

As Trustee

Twenty-Second Supplemental Indenture

DATED DECEMBER 1, 1980

**First Mortgage Bonds,
13³/₄% Series due December 1, 1986**

WISCONSIN ELECTRIC POWER COMPANY
Twenty-Second Supplemental Indenture dated December 1, 1980

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SUPPLEMENTAL INDENTURE, dated as of the first day of December, Nineteen hundred and eighty (1980) 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" and, together with all supplemental indentures thereto being sometimes referred to herein collectively as the "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, May 15, 1978, August 1, 1979, November 15, 1979 and April 15, 1980, 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, 3¹/₂% 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, 2⁵/₈% 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, 2⁷/₈% 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, 2³/₄% Series due 1980, all of which have been retired for sinking fund purposes or paid at maturity prior to the date of execution hereof;

(5) \$12,500,000 principal amount of First Mortgage Bonds, 3¹/₄% Series due 1982, which are described in the Supplemental Indenture dated May 1, 1952, of which \$9,220,000 principal amount remain outstanding at the date of execution hereof;

(6) \$20,000,000 principal amount of First Mortgage Bonds, 3¹/₈% Series due 1984, which are described in the Supplemental Indenture dated May 1, 1954, of which \$15,275,000 principal amount remain outstanding at the date of execution hereof;

(7) \$30,000,000 principal amount of First Mortgage Bonds, 3⁷/₈% Series due 1986, which are described in the Supplemental Indenture dated April 15, 1956, of which \$21,799,000 principal amount remain outstanding at the date of execution hereof;

(8) \$30,000,000 principal amount of First Mortgage Bonds, 4¹/₈% Series due 1988, which are described in the Supplemental Indenture dated April 1, 1958, of which \$22,789,000 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 \$26,756,000 principal amount remain outstanding at the date of execution hereof;

(10) \$30,000,000 principal amount of First Mortgage Bonds, 5⁷/₈% Series due 1996, which are described in the Supplemental Indenture dated November 1, 1966, of which \$28,041,000 principal amount remain outstanding at the date of execution hereof;

(11) \$40,000,000 principal amount of First Mortgage Bonds, 6⁷/₈% Series due 1997, which are described in the Supplemental Indenture dated November 15, 1967, of which \$37,959,000 principal amount remain outstanding at the date of execution hereof;

(12) \$35,000,000 principal amount of First Mortgage Bonds, 6⁷/₈% Series due 1998, which are described in the Supplemental Indenture dated May 15, 1968, of which \$33,771,000 principal amount remain outstanding at the date of execution hereof;

(13) \$40,000,000 principal amount of First Mortgage Bonds, 7¹/₄% Series due 1999, which are described in the Supplemental

Indenture dated May 15, 1969, of which \$38,988,000 principal amount remain outstanding at the date of execution hereof;

(14) \$40,000,000 principal amount of First Mortgage Bonds, 8³/₈% Series due November 1, 1999, which are described in the Supplemental Indenture dated November 1, 1969, of which \$39,552,000 principal amount remain outstanding at the date of execution hereof;

(15) \$60,000,000 principal amount of First Mortgage Bonds, 8³/₄% 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, 8⁷/₈% 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;

(19) \$12,000,000 principal amount of First Mortgage Bonds, 6.45% Series 1979A, which are described in the Supplemental Indenture dated August 1, 1979, all of which remain outstanding at the date of execution hereof;

(20) \$4,000,000 principal amount of First Mortgage Bonds, 6.45% Series 1979B, which are described in the Supplemental Indenture dated August 1, 1979, all of which remain outstanding at the date of execution hereof;

(21) \$10,000,000 principal amount of First Mortgage Bonds, 6.50% Serial Series 1979C, which are described in the Supplemental Indenture dated August 1, 1979, all of which remain outstanding at the date of execution hereof;

(22) \$50,000,000 principal amount of First Mortgage Bonds, 10.2% Series due 1982, which are described in the Supplemental

Indenture dated November 15, 1979, all of which remain outstanding at the date of execution hereof;

(23) \$70,000,000 principal amount of First Mortgage Bonds, 11.40% Series due April 15, 1987, which are described in the Supplemental Indenture dated April 15, 1980, all of which remain outstanding at the date of execution hereof;

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 a new series of bonds under the Original Indenture, to be designated "First Mortgage Bonds, 13³/₄% Series due December 1, 1986" (hereinafter called the "New 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; to add, to the covenants and agreements of the Company contained in the Original Indenture, other covenants and agreements thereafter to be observed; and, under certain circumstances, to modify the provisions of the Original Indenture; 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, 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 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 undeter-

mined 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, to be issued under the Indenture, as follows:

ARTICLE I.

DESCRIPTION OF NEW BONDS.

SECTION 1. The twenty-fourth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be the New Bonds. The New Bonds shall, subject to the provisions of Section 1 of Article II of the Original Indenture, be designated as "First Mortgage Bonds, 13³/₄% Series due December 1, 1986" of the Company. The New 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 New Bonds shall mature December 1, 1986, and shall bear interest at the rate of thirteen and three quarters per cent per annum, payable semi-annually on the first days of June and December in each year (each such June 1 and December 1 being hereinafter called an "interest payment date"). The New 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, or, at the option of the registered owner, at the agency of the Company in the Borough of Manhattan, The City of New York.

The interest so payable on any interest payment date shall be paid to the persons in whose names the New Bonds are registered at the close of business on the last business day (hereinafter called the "record date") which is more than ten days prior to such interest payment date, a "business day" being any day which is not a day on which banks in the City of Milwaukee, Wisconsin, are authorized by law to close; except that if the Company shall default in the payment of any interest due on such interest payment date, such defaulted interest shall be paid to the persons in whose names the New Bonds are registered on the date of payment of such defaulted interest, or at the election of the Company at the close of business on a special record date for the payment of such defaulted interest established by notice given by mail by or on behalf of the Company not less than 15 days preceding such special record date.

Except as provided hereinafter, every New 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 December 1, 1980, whichever is later. Notwithstanding Section 6 of Article II of the Original Indenture, any New Bond authenticated and delivered by the Trustee after the close of business on the record date with respect to any interest payment date and prior to such interest payment date shall be dated as of the date next following such interest payment date and shall bear interest from such interest payment date; except that if the Company shall default in the payment of any interest due on such interest payment date, such Bond shall bear interest from the interest payment date to which interest on such Bond has been paid or December 1, 1980, whichever is later.

SECTION 2. The New Bonds shall be registered bonds without coupons, of the denomination of \$1,000 and any multiple of \$1,000, numbered consecutively from R1 upwards.

SECTION 3. The New Bonds and the Trustee's Certificate to be endorsed on the New Bonds shall be substantially in the following forms respectively:

[FORM OF BOND]

WISCONSIN ELECTRIC POWER COMPANY
(Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND, 13³/₄% SERIES DUE DECEMBER 1, 1986

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
December, 1986, 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 thereon in like coin or currency from the June 1 or December 1 next preceding the date of this Bond or from December 1, 1980, whichever is later, at the rate of thirteen and three quarters per cent per annum, payable semi-annually, on the first days of June and December 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. The interest so payable on any June 1 or December 1 will, subject to certain exceptions provided in the indenture dated December 1, 1980, supplemental to the Amended Indenture, be paid to the person in whose name this Bond is registered at the close of business on the last business day which is more than ten days prior to such June 1 or December 1. Both principal of, and interest on, this Bond are payable at the agency of the Company in the City of Milwaukee, Wisconsin, or, at the option of

the registered owner hereof, at the agency of the Company in the Borough of Manhattan, The City of New York.

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 December 1, 1980.

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 bearers or 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, 13³/₄% Series due December 1, 1986" (herein called "Bonds of December 1, 1986 Series") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the indenture supplemental thereto dated December 1, 1980 (hereinafter called the "Supplemental Indenture of December 1, 1980"), executed by the Company to the Trustee.

Under a provision of the Supplemental Indenture of December 1, 1980, to become effective at such date as no Bonds remain outstanding of any series created on a date prior to December 1, 1980, the percentage

vote referred to in the preceding paragraph will be changed from 75% to 66²/₃%. Under another provision of said Supplemental Indenture, to become effective on the earlier of such date and the date such other provision shall have been adopted by the affirmative vote of the holders of Bonds described in the preceding paragraph, any approval of Bondholders referred to in the preceding paragraph may be by written consent in lieu of a meeting. Each holder of this Bond, by his acceptance hereof, shall have, *inter alia*, thereby consented to such provisions and to the other amendments and additions to the Amended Indenture contained in the Supplemental Indenture of December 1, 1980 and shall have irrevocably appointed the Company, with full power of substitution, to attend any meeting of Bondholders convened to consider any of the amendments or additions to the Amended Indenture contained in the Supplemental Indenture of December 1, 1980 and to vote this Bond in favor of any resolution or resolutions proposing any such amendment or addition.

The Bonds of December 1, 1986 Series are subject to redemption on December 1, 1984 and December 1, 1985 through operations of the Sinking Fund at a redemption price equal to 100% of the principal amount, together with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Amended Indenture and Supplemental Indenture of December 1, 1980.

The Sinking Fund provides for the redemption on December 1, 1984 and December 1, 1985 of \$26,667,000 principal amount of Bonds of December 1, 1986 Series. Bonds of December 1, 1986 Series acquired by the Company otherwise than through Sinking Fund payments may be credited against subsequent Sinking Fund payments otherwise required to be made.

Notice of redemption shall be mailed, not less than thirty days nor more than sixty days prior to the redemption date, to all registered owners of the Bonds to be redeemed, at their addresses 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 December 1, 1980. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the owner receives it.

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 Borough of Manhattan, The City of New York, and 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.

SECTION 4. Until the New Bonds in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver, in lieu thereof, New Bonds in temporary form, as provided in Section 9 of Article II of the Original Indenture. Such New Bonds in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in such Bonds in definitive form, include a reference to this Supplemental Indenture for a statement of such redemption prices.

ARTICLE II.

ISSUE OF NEW BONDS.

SECTION 1. The principal amount of New Bonds which may be authenticated and delivered hereunder is not limited except as the Original Indenture limits the principal amount of Bonds which may be issued thereunder.

SECTION 2. New Bonds for the aggregate principal amount of Eighty Million Dollars (\$80,000,000), being the initial issue of New Bonds, 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 by Article XVIII of the Original Indenture.

ARTICLE III.

SINKING FUND.

SECTION 1. As and for a Sinking Fund for the retirement of New Bonds, the Company will, until all New Bonds are paid or payment thereof provided for, deposit with the Trustee, on or prior to December 1 in 1984 and 1985, an amount in cash sufficient to redeem on such December 1, \$26,667,000 aggregate principal amount of New Bonds as the Company shall specify in the officers' certificate delivered pursuant to Section 3 of this Article III, in each case at a redemption price equal to 100% of the principal amount together with accrued interest to the redemption date. The cash amount of any Sinking Fund payment is subject to reduction as provided in Section 2 of this Article III. Each Sinking Fund payment shall be applied to the redemption of New Bonds.

All cash paid to the Trustee pursuant to the provisions of this Section shall be held in trust, but not as part of the trust estate, for the benefit of the holders of the New Bonds.

SECTION 2. The Company may deliver outstanding New Bonds (other than any previously called for redemption) in satisfaction of all or any part of any Sinking Fund payment required to be made pursuant to Section 1 of this Article III, *provided* that such New Bonds have not been previously so credited. Each such New Bond shall be received and cred-

ited for such purpose by the Trustee at 100% of the principal amount thereof and the amount of such Sinking Fund payment shall be reduced accordingly.

SECTION 3. On or before September 1 in 1984 and 1985, the Company will deliver to the Trustee an officers' certificate specifying the portion, if any, of the next ensuing Sinking Fund payment required to be made pursuant to Section 1 of this Article III which is to be satisfied by payment of cash and the portion thereof, if any, which is to be satisfied by delivering and crediting New Bonds pursuant to Section 2 of this Article III. The Company will also deliver to the Trustee on or prior to December 1 in such year any New Bonds to be so delivered. Before November 1 in each such year the Trustee shall select the New Bonds to be redeemed upon the next ensuing December 1 in the manner specified in Article V of the Original Indenture and shall cause notice of the redemption thereof to be given in the name and at the expense of the Company in the manner provided in Section 4 of this Article III. Such notice having been duly given, the redemption of such New Bonds shall be made upon the terms and in the manner stated in Article V of the Original Indenture. Any New Bonds redeemed by the Trustee pursuant to the provisions of this Article III may be made the basis for the authentication and delivery of Bonds (other than New Bonds) and/or the withdrawals of cash and/or the reduction in the amount of cash required to be paid to the Trustee under any provision of the Indenture (except this Article III).

SECTION 4. Notice of redemption shall be sufficiently given if mailed, postage prepaid, not less than thirty days and not more than sixty days prior to the date fixed for redemption, to the registered owners of the New Bonds to be redeemed, at their addresses as the same shall appear on the transfer register of the Company. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the owner receives it.

ARTICLE IV.

ADDITIONAL PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants, warrants and agrees:

SECTION 1. That, so long as any New 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 IV, 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, 1980 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 \$227,941,963 at December 31, 1979 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.

SECTION 2. The terms "restricted payment" and "restricted payment on its Common Stock", as such terms are used in this Article IV, 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 New 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 V.

SECTION 1 OF ARTICLE IV LIMITED.

The provisions of Section 1 of Article IV above shall be binding upon the Company and effective so long, but only so long, as any New Bonds are outstanding.

ARTICLE VI.

AMENDMENTS AND ADDITIONS
TO ORIGINAL INDENTURE.

Upon the effectiveness of the following amendments as hereinafter provided, the terms and provisions of the Original Indenture will be amended and supplemented as hereinafter provided.

SECTION 1. *Article I of the Original Indenture is hereby amended by amending the definitions of "Board of Directors" and "Board" and "Property additions" to read as follows and by adding to said Article I a definition of "Transportation properties" reading as follows:*

Board of Directors; Board:

The terms "Board of Directors" and "Board" shall each mean any of the Board of Directors of the Company, the Executive Committee of that Board or any other duly authorized committee of that Board.

Property additions:

The term "property additions" shall mean any new or additional property, real or personal (including separate and distinct units, plants, systems and properties), located within the United States of America, whether located within or without the State of Wisconsin, and improvements, extensions or additions (including in these terms equipment and appliances installed as a part of the fixed property of the Company) to or about the plants or properties of the Company purchased, constructed or otherwise acquired by the Company after June 1, 1946, and in every case used or useful for the business of generating, manufacturing, transmitting, distributing or supplying electricity, gas (either natural or artificial) or steam for light, heat, cold, power or other purposes and in every case properly chargeable to fixed property accounts under the regulations, rules and orders, if any, with respect to such matters, in force at the time, of the Public Service Commission of Wisconsin or other public body or authority having jurisdiction or supervisory authority over the accounts of the Company, or, if there are no such regulations, rules and orders, in the

opinion of the signers of a certificate of the nature required by Section 4(a) of Article III or Section 1(b) of Article VIII.

“Property additions” as so defined, without limitation of the general import of such term, shall include:

(a) subject to Article XII, property acquired by the Company or by a successor corporation as a result of any consolidation or merger to which the Company or any successor corporation may be a party;

(b) permanent improvements, extensions or additions to or about the properties of the Company or on leasehold estates as permitted by Subdivision (d) of this definition in the process of construction or partially completed, in so far as actually constructed or completed;

(c) property purchased, constructed or otherwise acquired to replace property retired;

(d) units, plants, systems, equipment and other additions (other than as permitted by Subdivision (e) or (f) of this definition) installed on land owned by others, provided that, in the opinion of counsel, the Company shall have the right of possession of such land under a lease or leases or other right or license running for an unlimited or indeterminate or indefinite period of time, or for a period of time extending beyond the date of maturity of all Bonds then outstanding under this Indenture and all additional Bonds applied for at the particular time in question;

(e) easements, rights-of-way and leases over private property for towers, poles, wires, conduits or mains or for transmission line, pipe line or distribution line purposes, and rights, permits, or licenses to use or appropriate water, or to overflow the land of others by the erection of dams or otherwise, and transmission line, pipe line or distribution line equipment and appurtenances or storage reservoirs, compressor stations or regulator and metering stations or dams, substations or other similar structures installed by the Company on any such land, provided that, in the opinion of counsel, such easements, rights-of-way and leasehold interests or such rights, permits, or licenses shall run for an unlimited or indeterminate or indefinite period of time, or for a period of time extending beyond the date of maturity of all Bonds then outstanding under this Indenture and all additional Bonds applied for at the particular time in question, or the Company has power, under eminent domain or similar statutes, to condemn and acquire such rights-of-way or rights-of-way adjacent thereto, or to

acquire rights, permits, or licenses sufficient for its purposes to use or appropriate water or overflow said lands, as the case may be; and

(f) transmission line, pipe line or distribution line equipment and appurtenances or storage reservoirs, compressor stations or regulator and metering stations or dams, sub-stations or other similar structures located or constructed on, over or under public highways or other public property, provided that the Company shall, in the opinion of counsel, have the lawful right under permits or franchises granted by a governmental body having jurisdiction in the premises or by the law of the state in which such property is located to maintain and operate such equipment or structures for an unlimited, indeterminate or indefinite period of time or for the period, if any, specified in such permit or franchise or law and that the terms of such permit or franchise or law do not contain any provisions giving to any public authority the right to take over such equipment or structures without the payment of fair consideration therefor.

“Property additions” as so defined shall not include:

(aa) good will or going concern value;

(bb) any contracts or operating agreements or franchises or governmental permits, granted or acquired, as such, separate and distinct from the property operated thereunder or in connection therewith or incident thereto;

(cc) any shares of stock or certificates or evidences of interest therein, or any bonds, notes or other evidences of indebtedness or certificates of interest therein or any other securities;

(dd) any materials, merchandise, appliances or supplies acquired for the purpose of resale or leasing to its customers in the ordinary course and conduct of the business of the Company, or any materials or supplies held for consumption in operation or held in advance of use thereof for fixed capital purposes;

(ee) leasehold estates, rights-of-way, or easements, with respect to land owned by others and additions installed by the Company on leasehold estates, rights-of-way or easements or under any permits or franchises granted by a governmental body, except as permitted by Subdivisions (d), (e) and (f) of this definition; or

(ff) any transportation properties.

Transportation properties:

The term "transportation properties" shall mean all property, real, personal and mixed, now owned by the Company or which it may hereafter acquire, used or useful primarily in the business of transporting persons or property for hire, including all cars, car barns, shops, buildings, buses, trolleys, lines, wires, cables, tracks, road-bed and fixtures; and all franchises, permits, ordinances, easements, rights-of-way, privileges, immunities, licenses, grants and consents, inventions and patent rights; in each case used primarily in connection with such business; but not including any property used for the generation, transmission, or distribution of electricity unless such property is used exclusively for supplying power for transportation purposes or any properties used for transporting materials or supplies held for consumption in operation or held in advance of use thereof for fixed capital purposes.

SECTION 2. *Section 4(e) of Article III of the Original Indenture is hereby amended so that said Section 4(e), as amended, shall read as follows:*

SECTION 4,

(e) An opinion of counsel to the effect that

(1) The Company has, or upon delivery of the instruments of conveyance, transfer or assignment, if any, specified in such opinion will have, good title to any tracts or parcels of land other than leasehold estates mentioned or described in the engineer's certificate provided for in Subdivision (a) of this Section 4 (except such as have been retired), subject only to such defects therein as the Company may have power by appropriate legal proceedings to cure, or which, in the opinion of such counsel, are inconsequential, and to such liens and encumbrances as are referred to in Paragraph (7) below;

(2) If such property additions include any easements, rights-of-way or leases over private property for towers, poles, wires, conduits, or mains, or for transmission line, pipe line or distribution line purposes, or rights, permits or licenses to use or appropriate water or to overflow the land of others by the erection of dams or otherwise, or transmission line, pipe line or distribution line equipment and appurtenances or storage reservoirs, compressor stations or regulator or metering stations or dams, substations or other similar structures installed by the Company

upon any such land, the Company is entitled to such right-of-way or easement or such leasehold interest or such right, permit or license, as the case may be, for an unlimited, indeterminate or indefinite period of time or for a period extending beyond the date of maturity of the additional Bonds applied for and also beyond the date of maturity of all Bonds then outstanding under this Indenture, or the Company has power under eminent domain or similar statutes to condemn and acquire such right-of-way or a right-of-way adjacent thereto, or to acquire rights, permits, or licenses sufficient for its purposes to use or appropriate water or overflow said lands, as the case may be;

(3) If such property additions include any transmission line, pipe line or distribution line equipment and appurtenances or storage reservoirs, compressor stations or regulator or metering stations or dams, sub-stations or other similar structures located or constructed on, over or under public highways or other public property, the Company has the lawful right under permits or franchises granted by a governmental body having jurisdiction in the premises or by the law of the state in which such property is located, to maintain and operate such equipment or structures for an unlimited, indeterminate or indefinite period of time or for the period, if any, specified in such permit or franchise or by law and that the terms of such permit or franchise or law do not contain any provisions giving to any public authority the right to take over such equipment or structures without the payment of fair consideration therefor;

(4) If such property additions include any units, plants, systems, equipment or other additions (other than as referred to in Paragraph (2) or (3) above) installed on land owned by others, the Company has the right of possession of such land under a lease or leases or other right or license running for an unlimited, indeterminate or indefinite period of time, or for a period of time extending beyond the date of maturity of all Bonds then outstanding under this Indenture and also beyond the date of maturity of the additional Bonds applied for;

(5) The Company has corporate power to own and operate such property additions;

(6) The nature and extent of the prior liens and judgment liens, if any, on such property additions are correctly stated in said engineer's certificate;

(7) The Indenture is, or upon the delivery of the instruments of conveyance, transfer or assignment or of prior lien bonds or certificates or payment of cash, if any, specified in such opinion will be, a lien upon all property additions of the Company described in the engineer's certificate filed with the Trustee pursuant to Subdivision (a) of this Section (except such as have been retired) free and clear of any mortgage or other lien prior to the lien of this Indenture except specified funded prior liens, if any, specified judgment liens, if any, permitted liens and, in the case of property additions to or upon leasehold estates, as permitted by this Indenture, the lien reserved by the lease for rent and for compliance with the terms of the lease, and free and clear of any easements or similar encumbrances, except such as, in the opinion of such counsel, do not impair the continued use of such property additions for the purposes for which they were acquired.

SECTION 3. *Section 6(b) of Article IV of the Original Indenture is hereby amended so that said Section 6(b), as amended, shall read as follows:*

SECTION 6,

(b) cause any particular loss in excess of two hundred fifty thousand dollars (\$250,000), which has been insured, to be made payable and to be paid to the Trustee, to be held and applied by the Trustee as a part of the trust estate, except that, if the terms of the mortgage or other instrument securing any prior lien bonds require the payment thereof to the trustee or other holder thereof, any such loss may be payable and may be paid to such trustee or other holder;

SECTION 4. *The Original Indenture is hereby supplemented by adding at the end of Section 16 of Article IV the following new Section 17, and is amended by renumbering Sections 17, 18, 19, 20, 21, 22, 23 and 24 of Article IV as, respectively, Sections 18, 19, 20, 21, 22, 23, 24 and 25:*

SECTION 17. Notwithstanding the provisions of Sections 12, 14 and 16 of this Article IV, nothing in this Indenture shall prohibit the Company from issuing prior lien bonds secured by a mortgage upon any property

which is prior to the lien of this Indenture and of the character of a purchase money mortgage and which secures prior lien bonds having an aggregate principal amount not exceeding 80% of the cost to the Company of such property, from creating any such mortgage upon any property or from holding any such property subject to any such mortgage.

SECTION 5. *Section 2(d) of Article VII of the Original Indenture is hereby amended by deleting therefrom the phrase "Subdivision (d)" wherever the same appears in said Section 2(d) and substituting therefor the phrase "Subdivision (d) or (e)".*

SECTION 6. *The Original Indenture is hereby supplemented by adding at the end of Section 7 of Article XV the following new Section 8:*

SECTION 8. Any action which may be taken at a meeting of Bondholders pursuant to Section 6 of this Article XV, may be taken without a meeting, without prior notice and without a vote, if consents in writing, setting forth the action so taken, embodied in and evidenced by one or more instruments, shall be signed by Bondholders (or persons entitled to vote such Bonds), in person or by duly appointed agent, having not less than the required minimum percentage of the Bonds that would be necessary pursuant to Section 6 of this Article XV to authorize or take such action at a meeting of Bondholders at which all Bondholders (or persons entitled to vote such Bonds) having a right to vote thereon were present and voted. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 2 of Article XIII) conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section 8.

The fact and date of the execution by any person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

The principal amount of bearer Bonds, and the series and serial numbers thereof, held by a person executing any such instrument (or whose attorney has executed any such instrument in his behalf), and the date of his holding the same, may be proved either by exhibiting the Bonds themselves to the Trustee or by a certificate executed (i) by any bank, or trust or insurance company, (ii) by any trustee, secretary, administrator or other proper officer of any pension, welfare, hospitalization or similar fund, (iii) by the United States of America, any Territory thereof, the District of Columbia, any State of the United States, any municipality of any State or Territory of the United States or any public instrumentality of the United States, any State or Territory, or (iv) by any other person or corporation satisfactory to the Trustee. A Bondholder in any of the foregoing categories may sign a certificate in his own behalf. Each such certificate shall be dated and shall state in effect that as of the date thereof a bearer Bond or Bonds of a specified series and bearing a specified serial number or numbers was deposited with or exhibited to the signer of such certificate. The Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable.

Any such written consent shall be conclusive and binding upon the Bondholder who has signed the same and upon all future holders of such Bond (and any Bond issued in lieu thereof or exchanged therefor), irrespective of whether or not any notation of such consent is made upon such Bond.

It shall not be necessary under this Section 8 for any such consent to approve the particular form of any modification or alteration of this Indenture or of any indenture supplemental hereto, but it shall be sufficient if such consent shall approve the substance thereof.

Prompt notice in the manner and to the extent provided in Subdivision (c) of Section 10 of Article XIII of the taking of any such action without a meeting by less than unanimous written consent shall be given to those Bondholders who have not consented in writing. In the event such notice is so required to be so mailed, such notice shall also be published by the Trustee at least once in each of four successive calendar weeks, the first such publication to be not more than thirty days after such notice is first mailed as provided in the immediately preceding sentence, in an authorized newspaper of the Borough of Manhattan, The City of New York, and in an authorized Milwaukee, Wisconsin newspaper. The mailing and publication of any such notice shall in no case, however, be a condition precedent to the validity of any action taken by written consent.

Any consent set forth in a supplemental indenture shall be deemed, for purposes of this Section 8, to be the written consent of all holders of Bonds of the series authorized by such supplemental indenture and, if such supplemental indenture so provides, of all holders of Bonds of any other subsequent series.

SECTION 7. *Sections 5 and 6 of Article XV of the Original Indenture are hereby amended by deleting therefrom the phrase "seventy-five per cent. (75%)" wherever the same appears in said Sections 5 and 6 and substituting therefor the phrase "sixty-six and two-thirds per centum (66²/₃%)"*.

SECTION 8. *Each holder of any New Bond, and each holder of any Bond of any series created on a date subsequent to the date of this Supplemental Indenture, by his acceptance thereof, shall have thereby consented to the amendments and additions to the Original Indenture set forth in this Article VI and shall have thereby agreed that such holder will vote in favor of the adoption of any resolution or resolutions proposing any such amendment or addition at a meeting of Bondholders convened to consider any such amendment or addition. Each such holder of any such Bond, by his acceptance thereof and in consideration of the obligations of the Company contained in this Supplemental Indenture and in the Original Indenture in respect of such Bonds, in order to effectuate such holder's agreement set forth in the preceding sentence, hereby (A) irrevocably appoints the Company, with full power of substitution, to attend any such meeting of Bondholders and to vote such Bonds in favor of any such resolution or resolutions proposing any such amendment or addition, (B) irrevocably appoints the Company as such holder's duly authorized attorney to sign on his behalf any proxy relating to any such meeting, and (C) irrevocably waives notice of any such meeting. It is recognized and agreed that each such appointment is subjected to the Company's interest in the trust estate and its obligations in respect of the New Bonds, the Original Indenture and this Supplemental Indenture.*

SECTION 9. *The provisions of Sections 1, 2, 3, 4, 5 and 6 of this Article VI shall, in each case, become effective at the earlier of (a) such date as no Bonds shall remain outstanding of any series created on any date prior to the date of this Supplemental Indenture and (b) such date as the amendment provided for in such Section shall have been adopted by the affirmative vote of the holders of Bonds as provided in Article XV of the Original Indenture. The provisions of Section 7 of this Article VI shall*

become effective at such date as no Bonds shall remain outstanding of any series created on any date prior to the date of 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 December 1, 1980, 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 hereto 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 December, One thousand nine hundred and eighty.

WISCONSIN ELECTRIC POWER COMPANY,

[CORPORATE SEAL]

By /s/ R. W. BRITT
R. W. Britt
Executive Vice President.

Attested:

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

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

/s/ DAWN L. FREITAG
Dawn L. Freitag

/s/ J. W. FLEISSNER
J. W. Fleissner
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 3rd day of December, 1980, before me personally appeared R. W. BRITT and J. H. GOETSCH, to me personally known, who, being by me severally duly sworn, did say: that R. W. Britt is Executive Vice 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 R. W. Britt 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 3rd day of December, 1980, 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/ J. R. SNYDER
 J. R. Snyder

Notary Public
 State of Wisconsin
 My Commission expires February 15, 1981
 [Seal of Notary Public]

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

R. W. BRITT, being duly sworn, says: that he is Executive Vice 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, to define the terms and conditions of the series of First Mortgage Bonds provided for therein.

/s/ R. W. BRITT
R. W. BRITT

Sworn to before me this 3rd day of
December, 1980.

/s/ WESLEY R. CLEVELAND, JR.
Wesley R. Cleveland, Jr.

Notary Public
State of Wisconsin
My Commission expires 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**DESCRIPTION
OF
PROPERTIES****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:

KENOSHA COUNTY

1. Kenosha Power Plant Site: Part of the North one-half (N $\frac{1}{2}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section Seven (7), in Town One (1) North, Range Twenty-three (23) East, Town of Pleasant Prairie, and 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 two hundred thirty-nine and seventy-five hundredths (1239.75) feet southerly from the north line of said Quarter Section; thence southerly parallel with the west line of said right-of-way of said Electric Railway Company fifty (50) feet; thence west, parallel with the north line of said Quarter Section, two hundred eight (208) feet; thence northerly, parallel with the west line of said right-of-way fifty (50) feet; thence east, parallel with the said north line of said Quarter Section line to the place of beginning.

2. Kenosha Power Plant Site: Part of the North one-half (N $\frac{1}{2}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section Seven (7), Town One (1) North, Range Twenty-three (23) East, of the Fourth Principal Meridian and more particularly described as follows: Beginning at a point eight hundred five (805) feet west of the west line of the right-of-way of the Electric Railway Company which is one thousand one hundred forty-nine and seventy-five hundredths (1149.75) feet southerly from the north line of said Quarter Section; thence southerly parallel to the west line of said right-of-way forty-five (45) feet; thence west parallel to the north line of said Quarter Section two hundred fifty (250) feet; thence northerly parallel

to the west line of said right of way forty-five (45) feet; thence east parallel to the north line of said Quarter Section two hundred fifty (250) feet and to the place of beginning; and lying and being in the Township of Pleasant Prairie.

3. Miscellaneous Land: All that part of the Northwest quarter (NW $\frac{1}{4}$) of Section Twenty-one (21), Township One (1) North, Range Twenty-two (22) East, Town of Pleasant Prairie, bounded and described as follows: Beginning at a point in the center line of CTH "T" (95th Street), which point is 24.75 feet north of the north line of the South half (S $\frac{1}{2}$) of said quarter section and 1, 180 feet east of the west line of said quarter section; thence South at right angles to the center line of said highway, a distance of 363 feet; thence East, parallel with the center line of said highway, a distance of 120 feet; thence North at right angles to the center line of said highway, a distance of 363 feet to a point in the center line of said highway; thence West on and along the center line of said highway, a distance of 120 feet to the point of beginning, subject to CTH "T" (95th Street) on the north.

4. Miscellaneous Land: All that part of the Northwest quarter (NW $\frac{1}{4}$) of Section Twenty-one (21), Township One (1) North, Range Twenty-two (22) East, Town of Pleasant Prairie, bounded and described as follows: Beginning at a point in the center line of CTH "T" (95th Street), which point is 24.75 feet north of the north line of the South half (S $\frac{1}{2}$) of said quarter section and 1420 feet east of the west line of said quarter section; thence South at right angles to the center line of said highway, a distance of 363 feet; thence East, parallel with the center line of said highway, a distance of 120 feet; thence North at right angles to the center line of said highway, a distance of 363 feet to a point in the center line of said highway; thence West on and along the center line of said highway, a distance of 120 feet to the point of beginning, subject to CTH "T" (95th Street) over the North 24.75 feet thereof.

5. Transmission Line Land: Lots 96, 97, 98, 99 and 100, ALESCI'S VILLA SERENA FIRST ADDITION, a subdivision of part of the Southeast quarter (SE $\frac{1}{4}$) of Section Ten (10), Township One (1) North, Range Twenty-two (22) East, City of Kenosha.

6. Transmission Line Land: The westerly fifty-five (55) feet of all that part of the Northeast quarter (NE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section Sixteen (16), Township One (1) North, Range Twenty-two

(22) East, lying east of the easterly right-of-way line of the Chicago and North Western Transportation Company (formerly known as The Milwaukee and State Line Railroad), excepting therefrom the north 3.408 chains to be taken off a line parallel with the north line of said Southeast quarter (SE $\frac{1}{4}$) in the Town of Pleasant Prairie.

7. Transmission Line Land: That part of the East Half of the Northeast Quarter of Section 16, Township 1 North, Range 22 East, Town of Pleasant Prairie, lying between lines parallel with and distant 50 feet and 150 feet, respectively, Easterly, measured at right angles, from the center line of the main track of the Milwaukee and State Line Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 16.

ALSO: That part of the East Half of the Southeast Quarter of said Section 16 lying between lines parallel with and distant 50 feet and 75 feet, respectively, Easterly, measured at right angles, from said original main track center line.

ALSO: That part of the Southeast Quarter of the Northeast Quarter of Section 21, Township 1 North, Range 22 East of the Fourth Principal Meridian, lying between lines parallel with and distant 50 feet and 75 feet, respectively, Easterly, measured at right angles, from the center line of the main track of the Milwaukee and State Line Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 21.

MANITOWOC COUNTY

8. Point Beach Power Plant Addition: Government Lot 1 in Section Twenty-five (25), Township Twenty-one (21) North, Range Twenty-four (24) East, Town of Two Creeks, EXCEPTING therefrom the following described parcel of land:

Beginning at a point at low water mark on the west side of Lake Michigan, ten (10) rods south at the right angle of the east and west section line on the north side of the Northeast one-quarter (NE $\frac{1}{4}$) of Section Twenty-five (25); thence westerly in a parallel line with said section line a distance of eighty (80) rods to a post driven in the ground; thence northerly at right angles a distance of ten (10) rods to a post in said section line; thence easterly on said section line to Lake Michigan; thence southerly on

the edge of Lake Michigan, at right angles a distance of ten (10) rods to the place of beginning; including all riparian rights appurtenant to said lands in respect to the adjoining waters of Lake Michigan.

Also, Government Lot Two (2) in Section Twenty-five (25), Township Twenty-one (21) North, Range Twenty-four (24) East, Town of Two Creeks, EXCEPTING therefrom the following described parcel of land:

Beginning at the southwest corner of said Government Lot Two (2); thence north along the west line of said Government Lot Two (2) 699.85 feet to a point in the southerly line of a town road (Lake Shore Road) as reconstructed and existing in September, 1966; thence southeasterly along the arc of a 2638.6 foot curve to the left, the chord of which bears South 42° 07' E. 373.53 feet to a point; thence easterly 50 feet, more or less, to a point which is N. 52° 25' 30" W. 169.15 feet of the northwest corner of Tract 1 of that Certified Survey Map recorded in the office of the Register of Deeds for Manitowoc County in Volume 4 of Certified Survey Map, page 629, and North 81° 28' E. 765 feet, more or less, to the shore of Lake Michigan; thence N. 81° 28' E. 765 feet, more or less to the shore line of Lake Michigan; thence southeasterly along the said shore line 590 feet to a point in the south line of said Government Lot 2; thence west on and along the south line of Government Lot 2, 1268.1 feet, more or less, to the southwest corner of said Lot Two (2), and the point of beginning; subject to the town road (Lake Shore Road) as it transverses said Government Lot Two (2).

MARINETTE COUNTY

9. Bluff View Substation: A parcel of land located in the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section Ten (10), Township Thirty-eight (38) North, Range Twenty (20) East, Village of Niagara, more particularly described as follows:

Commencing at the Northwest corner of Section Ten (10), Township Thirty-eight (38) North, Range Twenty (20) East; thence running South forty-eight degrees fourteen minutes East (S.48°14'E.) for a distance of sixty and sixty-five hundredths (60.65) feet to an iron pipe marking the point of beginning of the parcel to be described; thence running South fourteen degrees fifty-two minutes East (S.14°52'E.) along the easterly right-of-way line of an existing public road for a distance of one hundred eighty-six and fifty-six hundredths (186.56) feet to an iron pipe; thence running North eighty-seven degrees fifty-seven minutes forty seconds

East (N.87°57'40"E.) for a distance of one hundred forty-one and twenty-seven hundredths (141.27) feet to an iron pipe being the point of a curve of a three hundred twenty-one and eighty-nine hundredths (321.89) foot radius curve concave to the right [center angle being thirty-seven degrees forty-four minutes (37°44')]; long chord bears South seventy-three degrees ten minutes twenty seconds East (S.73°10'20"E.) a distance of two hundred eight and nineteen hundredths (208.19) feet]; thence running easterly along the arc of said curve for a distance of two hundred twelve and no one-hundredths (212.00) feet to an iron pipe being a point of tangent; thence running South fifty-four degrees eighteen minutes twenty seconds East (S.54°18'20"E.) for a distance of forty-two and nineteen hundredths (42.19) feet to an iron pipe; thence running North no degrees five minutes East (N.00°05'E.) for a distance of two hundred five and forty-five hundredths (205.45) feet to an iron pipe being a point in the curved southerly right-of-way line of the Wood Yard Road; thence running in a westerly direction along a six hundred ninety-six and seventeen hundredths (696.17) foot radius curve concave to the left for a distance of two hundred seventy-five and no one-hundredths (275.00) feet to an iron pipe [center angle being twenty-two degrees thirty-eight minutes (22°38')]; long chord bears North seventy-eight degrees thirty-two minutes twenty seconds West (N.78°32'20"W.) a distance of two hundred seventy-three and twenty-two hundredths (273.22) feet]; thence running North eighty-nine degrees fifty-one minutes twenty seconds West (N.89°51'20"W.) along the south right-of-way line of the Wood Yard Road for a distance of one hundred fifty-five and no one-hundredths (155.00) feet to the point of beginning.

MILWAUKEE COUNTY

10. Building Division Headquarters: Parcels 2 and 3 of Certified Survey Map No. 3229 being all of Parcel 2 of Certified Survey Map No. 2942, being a part of the NE¹/₄ and the SE¹/₄ of the NW¹/₄ of Section 31, T 7 N, R 21 E, in the City of West Allis.

11. Calumet Substation Addition: Part of the Southeast one-quarter (SE¹/₄) of Section Seventeen (17), Town Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee being the north twenty-four and seventy-five hundredths (24.75) feet of the following described parcel of land: Beginning at a point in the north line of said Quarter Section one thousand one hundred fifty-eight and eighty-nine hundredths (1,158.89) feet west of the northeast corner of said Quarter Section; thence

westerly along said north line of the Southeast one-quarter ($SE^{1/4}$) of Section Seventeen (17) two hundred (200) feet to a point; thence southerly two hundred fifty (250) feet; thence easterly two hundred seventy (270) feet to a point in the centerline of North Granville Road; thence northwesterly along said centerline to the point of beginning, except the easterly fifty-five (55) feet thereof.

12. Everett Substation Addition: All of the east-west alley as platted in Block 77 in Plat of the Town of Milwaukee on the West Side of the River, a recorded subdivision in the Southeast one-quarter ($SE^{1/4}$) of Section Twenty-Nine (29), Township Seven (7) North, Range Twenty-two (22) East, City of Milwaukee.

13. Whitnall Substation Addition: Lot Five (5), excepting therefrom the west thirty (30) feet, Block Eight (8), of Assessment Subdivision No. 72, being a subdivision of a part of the Southwest one-quarter ($SW^{1/4}$) of Section Twenty-six (26), Township Six (6) North, Range Twenty-two (22) East, City of Cudahy; and a parcel of land in the Southwest one-quarter ($SW^{1/4}$) of Section Twenty-six (26), Township Six (6) North, Range Twenty-two (22) East, and lying southeasterly of said Lot Five (5) and bounded and described as follows: Beginning at a point in the southeast corner of said Lot Five (5) on the north line of East Grange Avenue; thence east along said north line of East Grange Avenue one hundred thirty-three and sixty-six hundredths (133.66) feet to the west line of South Whitnall Avenue; thence North twenty-six degrees thirty-three minutes forty seconds West ($N.26^{\circ}33'40''W.$) along said west line of South Whitnall Avenue one hundred eighty and sixty-eight hundredths (180.68) feet to the most easterly corner of said Lot Five (5); thence south sixty-three degrees twenty-six minutes twenty seconds West ($S.63^{\circ}26'20''W.$) along the northwesterly line of the parcel herein conveyed one hundred twenty (120) feet to a point; thence South twenty-six degrees thirty-three minutes forty seconds East ($S.26^{\circ}33'40''E.$) along the southwesterly line of the parcel herein conveyed one hundred twenty and seventy-seven hundredths (120.77) feet to the point of beginning.

14. Transmission Line Land: The South one-half ($S^{1/2}$) of vacated West Fairview Avenue in the Northeast one-quarter ($NE^{1/4}$) of Section Thirty-three (33), Town Seven (7) North, Range Twenty-one (21) East, City of Milwaukee, which lies between the extension of the west line of South 76th Street and the extension of the east line of vacated South 78th Street.

15. Transmission Line Land: That part of the Northeast $\frac{1}{4}$ of Section 19, Township 6 North, Range 21 East, in the City of Greenfield, bounded and described as follows: Commencing at the Southeast corner of said $\frac{1}{4}$ Section; thence South $88^{\circ}38'45''$ West along the South line of said $\frac{1}{4}$ Section, 700.00 feet to the point of beginning of the land to be described; continuing thence South $88^{\circ}38'45''$ West along the South line of said $\frac{1}{4}$ Section, 380.00 feet to a point; thence North $0^{\circ}16'10''$ West and parallel with the East line of said $\frac{1}{4}$ Section, 946.89 feet to a point; thence South $88^{\circ}38'45''$ West and parallel with the South line of said $\frac{1}{4}$ Section, 12.48 feet to a point in the Southeast corner of Certified Survey Map No. 1571, as recorded in the Office of the Register of Deeds for Milwaukee County in Reel 590, on Images 292 and 293, as Document No. 4596530; continuing thence North $0^{\circ}16'10''$ West and parallel with the East line of said $\frac{1}{4}$ Section and along the East line of said Certified Survey Map No. 1571, and said East line extended North, 400.89 feet to the point of intersection with the North line of land described in Volume 2855 of Deeds on Page 569 as recorded in the office of the Register of Deeds for Milwaukee County as Document No. 3009481; thence South $89^{\circ}58'43''$ East along said North line, 392.41 feet to a point in the Northeast corner of said land, said point also being in a line which is parallel with and 700.00 feet West of the East line of said $\frac{1}{4}$ Section; thence South $0^{\circ}16'10''$ East and parallel with the East line of said $\frac{1}{4}$ Section, 1338.36 feet to the place of beginning, subject to the South 33.00 feet used for West Cold Spring Road.

OUTAGAMIE COUNTY

16. Appleton Hydro Plant: Lots One (1) thru Seventeen (17), both inclusive, in Block One (1) and Lots One (1) thru Nine (9), both inclusive, in Block Three (3), GREEN BAY AND MISSISSIPPI CANAL COMPANY PLAT, City of Appleton, Outagamie County, according to the recorded Assessor's Map of said City, EXCEPTING THEREFROM that part, if any, lying south of the United States Government Property Line, AND The unplatted part of Government Lot Three (3) in Section Thirty-five (35), Township Twenty-one (21) North, Range Seventeen (17) East, City of Appleton, Outagamie County, Wisconsin, lying north of the United States Government Property line and South of the Fox River, EXCEPTING THEREFROM any railroad right-of-way, and less that part conveyed to the City of Appleton for highway purposes. All of Lot One (1), and the West one hundred and six hundred seventy-five thousandths (100.675) feet of Lot Two (2), all in Block "G", GRAND CHUTE PLAT, City of Apple-

ton, according to the Recorded Assessor's Map of said City. AND That part of Government Lot Two (2), Section Thirty-five (35), Township Twenty-one (21) North, Range Seventeen (17) East, North of the Fox River, City of Appleton, described as follows: Commencing at the Northwest corner of Block Four (4), in Third Ward, of City of Appleton aforesaid, and running thence Easterly along the South line of Second Street, to the South line of Front Street at its intersection with State Street; thence South along the West line of State Street to North line of River Street; thence Easterly along the North line of River Street to East line of State Street; thence South to low water mark of Fox River; thence Westerly along said low water mark of said River to West line of State Street; thence North to a point ten (10) feet North of center line of Milwaukee Lake Shore & Western Railroad track; thence Westerly parallel with center line of track of said Railroad and ten (10) feet distant therefrom to West line of Cherry Street extended; thence North to South line of Front Street; thence Northeasterly along South line of Front Street to East line of Cherry Street extended; thence North to place of beginning. Less parcel described as follows: All that piece of land in Third Ward, City of Appleton, described as follows: Beginning at a point in South line of Second Street due South from a stone monument at intersection of center line of State and Prospect Streets; thence South on prolongation of center line of State Street eighty-five (85) feet more or less to south line of H. J. Rogers brick Stable extended East; thence about South sixty-seven degrees West (S.67°W.) fifty (50) feet more or less to the Southwest corner of said stable; thence due South forty (40) feet more or less to North line of Milwaukee Lake Shore & Western Railway's right-of-way; thence about South seventy degrees West (S.70°W.) by the slightly curved North line of said right-of-way about four hundred fifty (450) feet to the West line of Cherry Street extended; thence North by said extended West line of Cherry Street one hundred twenty (120) feet more or less to South line of Front Street; thence by the South line of Front Street North sixty-six and two-thirds degrees East (N.66²/₃°E.) about seventy (70) feet to the East line of Cherry Street; thence North by Cherry Street to South line of Second Street; thence due East about three hundred twenty-one (321) feet on South line of Second Street; thence North sixty-six and two-thirds degrees East (N.66²/₃°E.) by straight line about eighty (80) feet to place of beginning. ALSO LESS AND EXCEPTING that part used for roadway purposes and less that part conveyed for railroad. All subject to the lien of the Mortgage and Deed of Trust dated July 15, 1936, as amended and supplemented (more fully identified in Part II of Schedule A to the Supplemental

Indenture dated as of January 1, 1978 referred to in the recitals of the Supplemental Indenture to which this Schedule A is attached).

OZAUKEE COUNTY

17. Ash Fill Site Addition: Part of the South one-half ($S^{1/2}$) of Section Eight (8), Township Ten (10) North, Range Twenty-two (22) East, Town of Grafton, described as follows: Beginning at a monument found at the South one-quarter ($S^{1/4}$) corner of Section Eight (8), Township Ten (10) North, Range Twenty-two (22) East; thence, from said point of beginning, on bearings referenced to the North-South one-quarter ($N-S^{1/4}$) Section line of said Section Eight (8), South eighty-seven degrees twenty-five minutes forty-one seconds West ($S.87^{\circ}25'41''W.$) along the South line of the Southwest one-quarter ($SW^{1/4}$) of said Section Eight (8) a distance of two thousand and fifty-five hundredths (2000.55) feet to a point in the easterly right-of-way line of U.S. Highway "141"; thence northerly, along the easterly right-of-way line of U.S. Highway "141", as recorded in State Highway Commission of Wisconsin Plat of Right-of-Way Required, Project T 01-3(21), on courses described as follows: North seventeen degrees eight minutes twenty-five seconds East ($N.17^{\circ}08'25''E.$) a distance of two hundred sixty-six and sixty-five hundredths (266.65) feet to a point of curvature; northeasterly, along the arc of a curve to the left; a distance of thirty-three and fifty hundredths (33.50) feet to a point in said right-of-way at the northwest corner of the parcel herein described, said curve having a radius of one thousand two hundred thirty and ninety-two hundredths (1230.92) feet and a main chord which bears North sixteen degrees twenty-one minutes thirty-seven seconds East ($N.16^{\circ}21'37''E.$) thirty-three and fifty hundredths (33.50) feet, said point also being in the southwest corner of the land conveyed to Wisconsin Electric Power Company by that certain Warranty Deed recorded in the Office of the Register of Deeds for Ozaukee County as Document No. 298780, Volume 413, Pages 733 and 734; thence North eighty-seven degrees twenty-five minutes forty-one seconds East ($N.87^{\circ}25'41''E.$) on and along the south property line of said Wisconsin Electric Power Company's land a distance of two thousand eight hundred seventy-eight and thirty-eight hundredths (2878.38) feet to a point in the westerly line of the Chicago and North Western Transportation Company railroad right-of-way; thence South eight degrees thirty minutes one second West ($S.08^{\circ}30'01''W.$) along said westerly line a distance of two hundred ninety-three and fourteen hundredths (293.14) feet to a point in the south line of the Southeast one-

quarter (SE^{1/4}) of said Section Eight (8); thence South eighty-seven degrees forty-four minutes twelve seconds West (S.87°44'12"W.) along the south line of the Southeast one-quarter (SE^{1/4}) of said Section Eight (8) a distance of nine hundred twenty-three and thirty-six hundredths (923.36) feet to the point of beginning.

WAUKESHA COUNTY

18. Delafield Service Center: All that part of the Southwest one-quarter (SW^{1/4}) of Section Thirty-one (31), Town Seven (7) North, Range Eighteen (18) East, Town of Delafield, bounded and described as follows:

Commencing at the southwest corner of the Southwest one-quarter (SW^{1/4}) of Section Thirty-one (31); thence North no degrees fifty-four minutes forty seconds West (N.0°54'40"W.) along the west line of said Southwest one-quarter (SW^{1/4}) five hundred sixty-one and ninety-five hundredths (561.95) feet to the place of beginning of the lands herein to be described; thence North no degrees fifty-four minutes forty seconds West (N.0°54'40"W.) along said west line one thousand four hundred eighty-two and fifteen hundredths (1482.15) feet; thence South eighty-nine degrees twenty-eight minutes no seconds East (S.89°28'00"E.) one thousand one hundred seventy-eight and twenty-four hundredths (1178.24) feet; thence South one degree thirty-nine minutes thirty-eight seconds East (S.1°39'38"E.) two thousand forty-four and ninety-five hundredths (2044.95) feet; thence North eighty-nine degrees twenty-eight minutes no seconds West (N.89°28'00"W.) nine hundred eighty and no one-hundredths (980.00) feet; thence North no degrees fifty-four minutes forty seconds West (N.0°54'40"W.) five hundred sixty-one and ninety-five hundredths (561.95) feet; thence North eighty-nine degrees twenty-eight minutes no seconds West (N.89°28'00"W.) two hundred twenty-five and no one-hundredths (225.00) feet to the place of beginning; subject to S.T.H. "18" (Summit Road) on the south.

MICHIGAN

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

DICKINSON COUNTY

1. Quinnesec Falls Plant Property: The North Half (N^{1/2}) of the Northwest Quarter (NW^{1/4}) of Section Five (5), Township Thirty-nine (39) North, Range Thirty (30) West, City of Iron Mountain, County of Dickinson, more particularly described as follows: Commencing at the

Northwest corner of Section Five (5), Township Thirty-nine (39) North, Range Thirty (30) West; thence running South no degrees twelve minutes twenty-six seconds West (S.00°12'26"W.) along the West line of said Section Five (5) a distance of two hundred forty-two and four hundredths (242.04) feet to the point of beginning of the parcel to be described; thence running South sixty-seven degrees thirty-three minutes thirty seconds East (S.67°33'30"E.) a distance of five hundred ninety-six and seventy-five hundredths (596.75) feet to the point of curve of a 2°08' degree curve concave to the left; thence running along said curve a distance of nine hundred twenty-one and one tenth (921.1) feet to a point on the North right-of-way line of the existing Chicago and North Western Transportation Company (Long chord bears South seventy-seven degrees twenty-three minutes East (S.77°23'E.), nine hundred fifteen and forty-seven hundredths (915.47) feet); thence running North eighty-seven degrees forty-two minutes eighteen seconds West (N.87°42'18"W.) along said right-of-way line a distance of seven hundred eleven and one tenth (711.1) feet to a point; thence running in a Northwesterly direction along a 2°04' degree curve concave to the right for a distance of two hundred thirty-five and seven tenths (235.7) feet to a point of tangent (Long chord bears North seventy degrees fourteen minutes West (N.70°14'W.), two hundred thirty-four and eighty-three hundredths (234.83) feet;) thence running North sixty-seven degrees thirty-three minutes thirty seconds West (N.67°33'30"W.) a distance of five hundred fifty-five and eighty-eight hundredths (555.88) feet to a point on the West line of Section Five (5); thence running North no degrees twelve minutes twenty-six seconds East (N.00°12'26"E.) along the West line of Section Five (5) a distance of one hundred eight and four hundredths (108.04) feet to the point of beginning. All subject to the lien of the Mortgage and Deed of Trust dated July 15, 1936, as amended and supplemented (more fully identified in Part II of Schedule A to the Supplemental Indenture dated as of January 1, 1978 referred to in the recitals of the Supplemental Indenture to which this Schedule A is attached).

2. Transmission Line Land: A parcel of land located in the North Half of the Southwest Quarter (N^{1/2} SW^{1/4}) of Section Seven (7), Township 40 North, Range 30 West, Michigan Meridian, Township of Breitung, more particularly described as follows:

Commencing at an iron pipe in concrete marking the West One Quarter Corner (N.W. Corner, NW^{1/4} SW^{1/4}) of Section 7, T40N-R30W; thence running South 86°35' East along the East-West One Quarter line of

said Section 7 for a distance of 1485.50 feet to a 2" capped pipe monument located 100.0 feet West of measured at right angles to the centerline of Chicago, Milwaukee, St. Paul and Pacific Railroad Company as presently located, which monument is the point of beginning of the parcel to be described; thence running South 23°28'40" West, 100 feet at right angles to and parallel with the centerline of Chicago, Milwaukee, St. Paul and Pacific Railroad Company for a distance of 1404.80 feet to a 2" capped pipe monument located on the South one-sixteenth line of Section 7; thence running North 86°29' West along said one-sixteenth line for a distance of 106.39 feet to a 2" capped pipe monument; thence running North 23°28'40" East for a distance of 1404.60 feet to a 2" capped pipe monument located on the East-West Quarter line of Section 7; thence running South 86°35' East along said East-West Quarter line for a distance of 106.46 feet to the point of beginning. Parcel contains 3.23 acres. All subject to the lien of the Mortgage and Deed of Trust dated July 15, 1936, as amended and supplemented (more fully identified in Part II of Schedule A to the Supplemental Indenture dated as of January 1, 1978 referred to in the recitals of the Supplemental Indenture to which this Schedule A is attached).

WISCONSIN ELECTRIC POWER COMPANY

Data Relative to Recording and Filing of
Twenty-Second Supplemental Indenture
Dated December 1, 1980

This Twenty-Second Supplemental Indenture dated December 1, 1980 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	December 5, 1980	8:01 a.m.	4498	2	952595
Calumet	December 5, 1980	11:06 a.m.	{ 16 17	{ 44 1	158786
Dane	December 5, 1980	10:49 a.m.	{ 2440 2441	{ 60 1	1690828
Dodge	December 5, 1980	9:59 a.m.	534	801	637785
Florence	December 5, 1980	9:50 a.m.	84	555	221093
Fond du Lac	December 5, 1980	11:00 a.m.	822	483	365257
Forest	December 5, 1980	8:30 a.m.	52	723	119082
Jefferson	December 5, 1980	9:15 a.m.	605	749	773259
Kenosha	December 5, 1980	9:30 a.m.	1086	792	674713
Manitowoc	December 5, 1980	9:53 a.m.	631	607	561731
Marinette	December 5, 1980	10:30 a.m.	730	1	418375
Milwaukee	December 5, 1980	9:20 a.m.	1343	74	5444925
Oconto	December 5, 1980	9:00 a.m.	487	362	325402
Outagamie	December 5, 1980	9:00 a.m.	2540	1	791415
Ozaukee	December 5, 1980	11:40 a.m.	457	765	323379
Portage	December 5, 1980	11:20 a.m.	420	121	353044
Racine	December 5, 1980	9:00 a.m.	1592	65	1083581
Rock	December 5, 1980	8:51 a.m.	64	69	932814
Shawano	December 5, 1980	1:00 p.m.	562	178	373988
Sheboygan	December 5, 1980	8:29 a.m.	892	656	1062376
Vilas	December 5, 1980	9:50 a.m.	393	190	200893
Walworth	December 5, 1980	8:35 a.m.	261	883	64642
Washington	December 5, 1980	11:01 a.m.	743	258	432881
Waukesha	December 5, 1980	9:44 a.m.	434	931	1145670
Waupaca	December 5, 1980	1:00 p.m.	550	707	399279
Waushara	December 5, 1980	9:00 a.m.	286	559	252236
Winnebago	December 5, 1980	11:56 a.m.	—	—	558135
Wood	December 5, 1980	10:17 a.m.	447	259	601956

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	December 5, 1980	9:30 a.m.	63	641	—
*Baraga	December 5, 1980	10:00 a.m.	18	536	—
*Delta	December 5, 1980	1:30 p.m.	212	754	—
Dickinson	December 5, 1980	10:25 a.m.	126	368	626
Gogebic	December 5, 1980	11:40 a.m.	100	492	58213
*Houghton	December 5, 1980	9:30 a.m.	64	647	—
Iron	December 5, 1980	8:50 a.m.	114	106	—
*Marquette	December 5, 1980	8:10 a.m.	346	263	—
Menominee	December 5, 1980	10:10 a.m.	252	344	1357
*Ontonagon	December 5, 1980	12:05 p.m.	51	278	—
*Schoolcraft	December 5, 1980	11:45 a.m.	68	97	—

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 Twenty-Second Supplemental Indenture dated December 1, 1980 was filed with the Secretary of State of the State of Michigan in Lansing, Ingham County, on December 8, 1980 at 10:13 a.m. Eastern Standard Time as file number 53559A.

* Eastern Standard Time was in effect for these seven counties on December 5, 1980 and Ingham County on December 8, 1980. All other listed counties in Wisconsin and Michigan were on Central Standard Time.

