

**FIFTH AMENDMENT TO THE COOPERATION AGREEMENT BETWEEN THE
WISCONSIN ENERGY CONSERVATION CORPORATION AND THE CITY OF
MILWAUKEE REGARDING THE WISCONSIN ENERGY EFFICIENCY PROJECT
AND THE MILWAUKEE ENERGY EFFICIENCY PROGRAM**

Whereas, the Wisconsin Energy Conservation Corporation, a non-profit corporation with its principal business address at 431 Charmany Drive, Madison, Wisconsin 53719 (“WECC”) and the City of Milwaukee, a Wisconsin municipal corporation (“City”), hereafter collectively referred to as the “Parties” and individually as a “Party,” executed a Cooperation Agreement between the Wisconsin Energy Conservation Corporation and the City of Milwaukee regarding the Wisconsin Energy Efficiency Project and the Milwaukee Energy Efficiency Project dated July 27, 2010, (“Cooperation Agreement”); and

Whereas, the Cooperation Agreement set forth the roles, responsibilities, and allocation of resources between WECC and the City from a grant awarded to WECC on behalf of the partner cities of Milwaukee, Madison and Racine from the United States Department of Energy (“DOE”) in Funding Opportunity Announcement Number DE-FOA-0000148 Recovery Act; Energy Efficiency and Conservation Block Grant; Competitive Solicitation; Retro Ramp-up and General Innovation Fund programs (the “Grant”); and

Whereas, the Parties executed four amendments to the Cooperation Agreement with effective dates of August 1, 2011, March 20, 2012, September 30, 2012, and May 30, 2013; and

Whereas, on August 22, 2013, DOE extended the Grant through November 1, 2014;

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree to amend the Cooperation Agreement as follows:

- 1) This Fifth Amendment to the Cooperation Agreement shall be effective October 1, 2013.
- 2) Sections 2, 3, and 4 of the Cooperation Agreement shall be deleted and replaced with the terms set forth in Exhibit I to this Fifth Amendment.
- 3) The term of the Cooperation Agreement shall be extended to November 1, 2014.
- 4) Section 6 of the Cooperation Agreement shall be amended to included the following clause:

Upon expiration of this agreement, any financial accounts connected with the Me2 Program that remain with financial institutions, including but not limited to loan loss reserves, debt service reserve funds, revolving loan funds, or other “Evergreen Funds” shall be put in the name of the City of Milwaukee, unless otherwise directed in writing by the City of Milwaukee or the US Department of Energy.

- 5) The first sentence of the second paragraph of Section 6 of the Cooperation Agreement is deleted.
- 6) Me2 program budget revisions are set forth in Exhibit J, which is incorporated into and made a part of this Fifth Amendment.
- 7) All terms and conditions of the Cooperation Agreement, including previous amendments to the Cooperation Agreement, not inconsistent with the terms of this Fifth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment to the Cooperation Agreement as of the day, month, and year set forth above.

CITY OF MILWAUKEE

TOM BARRETT, Mayor

JAMES R. OWCZARSKI, City Clerk

COUNTERSIGNED:

MARTIN MATSON, City Comptroller

WISCONSIN ENERGY CONSERVATION CORPORATION

MARY WOOLSEY SCHLAEFER
President and CEO