

**PROJECT SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF MILWAUKEE
AND ENERGY EXCHANGE INC.
(6th Street Urban Orchard Project)**

This Project Sponsorship Agreement (“Agreement”) is made and entered into as of this _____ day of December, 2014, by and between the City of Milwaukee, a Wisconsin municipal corporation, (“City”) and Energy Exchange, Inc., a Wisconsin non-stock corporation, (“EE”).

RECITALS

1. By approval of Common Council File No. 110173 on July 6, 2011, the City designated South 6th Street from Howard Avenue to College Avenue as The Green Corridor signifying City support for leveraging resources and efforts with the community-shared goal of making continuous improvements to sustainability efforts in this area.

2. Milwaukee County (“County”) applied for and received a Green Infrastructure Partnership Program reimbursement grant from the Milwaukee Metropolitan Sewerage District (“MMSD”) in an amount not to exceed \$99,400 (“Grant”) to provide funding for an Urban Orchard Project on a County-owned property located at 4000 South 6th Street (the “Project”) within The Green Corridor.

3. MMSD will reimburse County for the cost of the Project through the Grant once the Project is completed.

4. County entered into a development agreement with EE, a copy of which is attached as Exhibit A, (“Development Agreement”) in which EE will complete the Project and the County will pay EE for the cost of the Project with the funds it receives from MMSD for the Grant.

5. County asked the City to sponsor the Project as part of The Green Corridor initiative by providing funds in the amount of \$99,400 (“Loan”) to EE towards the Project costs which funds will be repaid to the City upon payment of the Grant by MMSD following completion of the Project.

6. The Development Agreement authorizes the County Economic Development Director to consent to EE assigning its rights under the Development Agreement, including EE’s right to receive payment of the Grant funds, so long as MMSD agrees the assignment is appropriate.

7. EE desires to assign to the City its right to receive payment of the Grant in exchange for the City providing the Loan to EE prior to completion of the Project.

AGREEMENT

In consideration of the above-stated Recitals and other good and valuable consideration the sufficiency of which is hereby acknowledged, City and EE agree as follows:

A. City will, upon request by EE and County, pay the Loan to EE and the Loan shall be an indebtedness owed by EE to City until such time as the entire Loan is repaid under the terms of this Agreement or otherwise.

B. EE hereby assigns to City all of its rights to payment from the County of the Grant proceeds under Sections II and IV of the Development Agreement such that County shall pay the Grant proceeds directly to City rather than to EE, which payments shall reduce the amount EE owes to the City for repayment of the Loan. This assignment requires the prior written consent of County's Economic Development Director under Section XVI.b of the Development Agreement, which consent is attached as Exhibit B. This assignment also requires written approval by MMSD under the same section of the Development Agreement, which approval is attached as Exhibit C.

C. EE shall take all necessary steps to complete the Project and all reporting requirements pursuant to the terms of the Development Agreement as necessary to cause MMSD and County to pay the full amount of the Grant.

D. If an Event of Default under the Development Agreement occurs or if, for any reason, the Loan is not repaid in full within one year of the date of this Agreement, EE shall immediately, upon request of City, repay any outstanding amount of the Loan still owed to the City. For each month that the Loan remains unpaid under the requirements of this Section D, the City shall charge EE interest at the rate of 1% on the unpaid balance of the Loan.

E. EE shall indemnify and hold harmless City, its agents, officers and employees, from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, arising out of any third party claims, causes of action, or demands made against or suffered by City on account of this Agreement or the Development Agreement, including City's reasonable costs and attorneys' fees in seeking repayment of the Loan if necessary. At City's request, EE shall appear for and defend City at EE's expense, in any action or proceeding to which City may be made a party by reason of any of the foregoing.

F. EE shall make no other assignment of its rights or responsibilities under the Development Agreement without the prior written consent of City.

G. EE shall not agree to any amendment of the Development Agreement without the prior written consent of City.

H. This Agreement shall not be amended without the written consent of both parties.

I. This Agreement is the entire agreement between City and EE regarding the Loan for the Project and reimbursement of the Loan. Any prior agreements or understandings either verbal or written are not binding on the parties.

J. The execution of this Agreement was approved by the City's Common Council by passage of Resolution No. _____ on December ____, 2014.

K. The execution of this Agreement was approved by EE's Board of Directors on _____, 2014.

CITY OF MILWAUKEE

ENERGY EXCHANGE, INC.

By: _____
Ghassan Korban
Commissioner of Public Works

By: _____
Bryan Simon
Executive Director

EXHIBIT A

County / EE Development Agreement

EXHIBIT B
County's written consent to assignment

EXHIBIT C
MMSD's written approval to assignment