RENEWABLE PATHWAY SOLAR GROUND LEASE AGREEMENT

THIS RENEWABLE PATHWAY SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the_day of_, 20_____(the "Effective Date"), by the City of Milwaukee, a Wisconsin municipal corporation ("Landlord"), and Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies ("Tenant"). Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

W I T N E S S E T H:

A. Landlord is the owner of that certain property located at 1600 East College Avenue, Milwaukee, WI and further legally described in Exhibit A attached hereto (the "Property").

B. Landlord and Tenant have agreed to enter into a Renewable Pathway Electric Service Agreement under Tenant's "Renewable Pathway Pilot Program" Within the State of Wisconsin ("Service Agreement"), attached hereto as Exhibit B, whereby Landlord would host a Tenant-owned estimated 4.63 MW inverter AC nameplate capacity electric power generating photovoltaic solar panel array and connector equipment (such as wires, cabling, pipes, conduit, inverters, mounting, trackers, controls and associated equipment) on the Property (all of the foregoing collectively, the "PV System").

C. Tenant desires to lease from Landlord and Landlord desires to lease to Tenant, certain areas of the Property as further specified herein for purposes of installing, operating, maintaining and repairing the PV System, all on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Lease. Landlord hereby leases to Tenant, during the Term hereof and subject to the restrictions set forth herein, those portions of the Property constituting approximately 653,400 square feet (approximately 15 acres) of land that are described on Exhibit C attached hereto and made a part hereof (the "Premises"), for the purposes of installing, operating, maintaining, repairing, replacing, and removing the PV System. Premises excludes the PV System as defined above. Subject to the terms and conditions set forth in this Lease, Tenant shall have the right to use the Premises for the installation, operation, maintenance, repair, replacement, and removal of the PV System, as such PV System is more particularly described on Exhibit D attached hereto and made a part hereof.

2. Term. The term of this Lease (the "Term") shall begin on the Effective Date and shall end on the last day of the calendar month that includes the **thirtieth (30th)** anniversary of the Rent Commencement Date (as defined below) (the "Expiration Date"). In the event that prior to the Rent Commencement Date Tenant determines, in Tenant's sole discretion, that the Premises are not suitable for the installation and operation of the PV System, Tenant may terminate this Lease by providing written notice of such termination to Landlord.

3. Rent. In consideration of the rights granted hereunder, beginning on the date (the "Rent Commencement Date") on which Tenant, under the Service Agreement, first furnishes electricity that has been generated by the PV System (excluding electricity generated during commissioning and testing periods), Tenant shall pay to Landlord rent ("Rent") through the Term as follows:

The sum of $800 per acre per year of the Premises commencing on the beginning on the Rent Commencement Date paid annually in advance. Commencing in the sixth year of the Term, the lease payments will escalate at 1.5% per year.

4. Easements.

(a) Access.

(i) Landlord hereby grants to Tenant, and its agents and its contractors, during the Term, non-exclusive easements over, across and through areas of the Property (as reasonably designated by Landlord from time to time) for ingress and egress to and from the Premises at all times (including parking related to Tenant's use of the Premises), and for the installation, maintenance, repair, replacement and removal of the PV System and related equipment (including construction laydown and related activities).

(b) Sunlight and Solar Energy. Landlord hereby grants to Tenant, during the Term, an exclusive easement over the Premises and Property for the unobstructed passage of sunlight to the photovoltaic panel systems within the PV System (the "Panels"), and for the capture, use and conversion of the unobstructed flux of solar energy over the Premises and Property from all angles from sunrise to sunset during each day of the Term. Without limiting the generality of the foregoing, Landlord specifically agrees not to construct any buildings or structures, or plant any trees or other vegetation, on the Premises or Property which blocks sunlight from reaching the Panels. Notwithstanding the foregoing, Landlord has no duty to (1) remove any structure that may exist as of the Effective Date or (2) remove blockage by a narrow protrusion (including but not limited to a pole or wire) that may exist as of the Effective Date.

(c) Effects. Landlord hereby grants to Tenant, during the Term, an exclusive easement over and across the Premises and Property for electromagnetic, audio, visual, view, light, noise, vibration, electrical, radio interference and/or other effects attributable to the PV System.

(d) Interconnection and Utilities. Landlord hereby grants to Tenant and its agents and contractors, during the Term, non-exclusive easements over, across and through the Premises and Property for the installation, maintenance, repair, replacement and removal of interconnection facilities such as wires, cabling and similar facilities and for utilities required for the operation of the PV System and the connection of the PV System to Tenant's electrical distribution system (all of the foregoing collectively, the "Interconnection Facilities"). The locations for such Interconnection Facilities shall be as shown in Exhibit D or as mutually agreeable to Landlord and Tenant.

(e) Distribution. Landlord hereby grants to Tenant, and its agents and contractors,

perpetual non-exclusive easements over, across and through those portions of the Premises and Property that are described on Exhibit F attached hereto for the installation, maintenance, repair, replacement and removal of overhead and underground facilities for Tenant's electrical distribution system.

(f) Cooperation. Tenant's activities under the easements described in this Section 4 shall not unreasonably interfere with Landlord's normal business activities on the Property (excluding the Premises), and the Parties will cooperate to establish reasonable policies and procedures, consistent with Tenant's internal rules and regulations, applicable industry standards and prudent utility practices, for the ongoing maintenance, repair and operation of Tenant's PV System and Interconnection Facilities.

5. Additional Terms and Conditions. In addition to the other terms of this Lease, the rights and obligations herein shall be subject to the following terms and conditions:

(a) Tenant shall be solely responsible for installing, operating, maintaining, repairing, replacing, and removing the PV System and Interconnection Facilities, at Tenant's sole cost and expense in a good and workmanlike manner (provided that if the need for any such repairs is due to damage caused by Landlord or any of its agents, employees or contractors, Landlord shall reimburse Tenant for the reasonable cost of such repairs within thirty (30) days after Landlord's receipt of a written invoice therefor from Tenant).

(b) Tenant shall pay for all utility services related to Tenant's use of the Premises as described hereunder.

(c) Tenant shall keep and maintain the PV System and the Premises reasonably free of debris, trash and maintain vegetation so as to not interfere with the PV System.

(d) Landlord shall not directly or indirectly allow any lien on or with respect to Property or PV System by, through or under Landlord.

(e) Tenant shall not directly or indirectly allow any lien on or with respect to the Premises or PV System by, through or under Tenant.

(f) Tenant shall be responsible for installing, maintaining, repairing, removing, and replacing fence or other line of demarcation on the Premises, as shown on Exhibit C, in accordance with applicable local, state, and federal rules and regulations.

(g) Landlord has provided Tenant and Tenant acknowledges receipt of the following environmental reports:

(i) Landfill Closure Construction Documentation Report North College Avenue Landfill Milwaukee, Wisconsin dated August 30, 2011

(ii) DNR PUB-RR-683 dated June 2005

(h) Tenant and Landlord shall coordinate all subsurface or any soil disturbing activity at the Premises and Property. All such activities must be in accordance with regulatory guidelines. For example, if impacted soils, known to be contaminated, are encountered during the installation,

operation, maintenance, repair, replacement, or removal of the PV System or Interconnection Facilities on the Premises or Property, such activities must be coordinated with the Landlord or Tenant's environmental consultant at the Tenant's sole expense and in accordance with regulatory guidelines.

6. Modifications to Premises or Property. Any modifications to the Premises or Property in connection with the rights granted to Tenant hereunder shall be made in accordance with any and all applicable governmental guidelines, laws, ordinances, codes, rules, regulations and requirements of all federal, state or local governmental units or agencies having jurisdiction over the Premises or Property, respectively, (collectively, "Laws") in effect from time to time.

7. Licenses, Permits, Laws and Rules. Tenant shall secure and maintain throughout the Term of this Lease from the proper governmental authorities all licenses or permits required by applicable Laws for the installation, location, maintenance and operation of the PV System and Interconnection Facilities on the Premises. Tenant shall, at Tenant's sole cost and expense, promptly observe and comply with any and all Laws, as such Laws may relate to the use, location, maintenance or operation of the PV System and Interconnection Facilities. Landlord shall provide reasonable cooperation and assistance to Tenant in obtaining all governmental approvals required for Tenant to be in compliance with this Section 7.

8. Maintenance of the Premises and Property. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises or Property to the extent such damage is caused by Tenant or any of its employees, agents or contractors. Tenant shall maintain the Premises in a state of good condition and repair in accordance with all Laws. Landlord shall maintain the Property in a state of good condition and repair in accordance with all Laws. To the extent that any repairs or replacements of the Premises are Landlord's responsibility and are necessary during the Term hereof, Landlord shall promptly notify Tenant thereof, and shall coordinate such repairs or replacements with Tenant so as to not interfere with Tenant's exercise of its rights hereunder. To the extent that any repairs or replacements of the Property are Tenant's responsibility and are necessary during the Term hereof, Tenant shall promptly notify Landlord thereof, and shall coordinate such repairs or replacements with Landlord so as to not interfere with Landlord's exercise of its rights hereunder.

9. Default and Remedies.

(a) In the event of any breach of any provision of this Lease by Tenant, which breach shall remain uncured for thirty (30) days after written notice thereof to Tenant (or such longer period of time, in the event that such cure will reasonably take longer than thirty (30) days, so long as Tenant begins the cure during such thirty (30)-day period and diligently pursues completion of the same thereafter), or in the event of a termination of the Service Agreement as a result of a breach or default thereunder by Tenant (as the Company), Landlord may declare Tenant to be in default hereunder and may terminate this Lease. In addition, Landlord shall be entitled to exercise all available rights and remedies at law or in equity as a result of such default; provided, however, that in no event shall Landlord be entitled to receive consequential, special or punitive damages as a result of a default under this Lease by Tenant.

(b) In the event of any breach of any provision of this Lease by Landlord, which breach shall remain uncured for thirty (30) days after written notice thereof to Landlord (or such longer

period of time, in the event that such cure will reasonably take longer than thirty (30) days, so long as Landlord begins the cure during such thirty (30)-day period and diligently pursues completion of the same thereafter), or in the event of a termination of the Service Agreement as a result of a breach or default thereunder by Landlord (as Customer, as that term is defined in the Service Agreement), Tenant may declare Landlord to be in default hereunder and may terminate this Lease. In addition, Tenant shall be entitled to exercise all available rights and remedies at law or in equity as a result of such default; provided, however, that in no event shall Tenant be entitled to receive consequential, special or punitive damages as a result of a default under this Lease by Landlord.

10. Sale of PV System; Surrender of Premises; Removal of PV System. Not later than one (1) year prior to the Expiration Date, Landlord and Tenant will begin good faith negotiations regarding the possible sale (or other mutually agreeable disposition) of the PV System, for fair market value, to Landlord. In the event that Landlord and Tenant are not able to agree upon the terms and conditions for a sale or other disposition of the PV System to Landlord by the Expiration Date, or in the event of any termination of this Lease prior to the Expiration Date, upon such expiration or termination Tenant shall have ninety (90) days (subject to reasonable extension in the event of adverse weather conditions) to decommission and remove the PV System and any related property from the Premises (except for the Interconnection Facilities, which may be abandoned in place) and restore the surrounding area where such PV System was located to the condition existing prior to the installation of the PV System (reasonable wear and tear and customary commercial facility degradation excepted). Such decommissioning, removal and restoration shall be at Tenant's expense, unless the Lease has been terminated as a result of a default by Landlord (in which event Landlord shall bear the costs of such decommissioning, removal and restoration).

11. Indemnification.

(a) Landlord shall indemnify and hold Tenant, and Tenant's officers, contractors and employees, harmless from and against any and all losses, injuries, damages, demands, costs, expenses, fines, penalties, lawsuits, claims and/or liabilities (including reasonable attorneys' fees), occasioned by, arising out of or resulting in connection with Landlord's activities at or from the Property, any act or failure to act by Landlord or any of its officers or employees acting within the scope of their employment or agency pursuant to sections 895.46(1) and/or 893.80, Wis. Stats., or any default by Landlord hereunder, except to the extent arising from the negligence or willful misconduct of Tenant or its officers, agents, contractors, employees or invitees.

Notwithstanding the foregoing, the Landlord does not waive any of its statutory and common law defenses and immunities.

(b) Tenant shall indemnify, defend and save Landlord, and Landlord's officers, agents, contractors and employees, harmless from and against any and all losses, injuries, damages, demands, costs, expenses, fines, penalties, lawsuits, claims and/or liabilities (including reasonable attorneys' fees), occasioned by, arising out of or resulting in connection with Tenant's activities at or from the Property, any act or failure to act by Tenant, its officers, agents, contractors, employees or invitees, or any default by Tenant hereunder, except to the extent arising from the negligence or willful misconduct of Landlord or its officers, agents, contractors, employees or

invitees.

12. Insurance.

(a) Tenant shall carry or cause to be carried the following insurance during the entire Term hereof:

(i) Commercial general liability insurance, including contractual liability insuring the indemnification provisions contained in this Lease, in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence; naming Landlord as an additional insured; and

(ii) Automobile liability insurance in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence; naming Landlord as an additional insured; and

(iii) Workers compensation and employer's liability insurance with statutory limits and employer's liability in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence; and

(iv) Umbrella/Excess liability insurance in an amount of not less than Five Million and 00/100 Dollars ($5,000,000.00) per occurrence; and

(v) "All Risk" property insurance for the full replacement cost of the PV System and all additions, improvements and alterations to the Premises and all other items of Tenant's property at or in the Premises.

Alternatively, Tenant may self-insure for the risks described in this Section 12(a).

(b) Landlord shall carry or cause to be carried the following insurance during the entire Term hereof:

(i) Commercial general liability insurance, including contractual liability insuring the indemnification provisions contained in this Lease, in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence; naming Tenant as an additional insured; and

(ii) Automobile liability insurance in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence; naming Tenant as an additional insured; and

(iii) Workers compensation and employer's liability insurance with statutory limits and employer's liability in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence; and

(iv) Umbrella/Excess liability insurance in an amount of not less than Two Million and 00/100 Dollars ($2,000,000.00) per occurrence; and

(v) "All-Risk" property insurance for the full replacement cost of the Landlord's

surrounding Property. (and any buildings or other improvements thereon), including coverage to protect against loss of rents.

Alternatively, Landlord may self-insure for the risks described in this Section 12(b).

(c) Each Party shall, prior to the commencement of the Term hereof and thereafter upon annual request during the Term, furnish certificates of insurance evidencing the coverages required hereunder. Tenant's and Landlord's obligations under this Section 12(c) shall not apply to the extent that Tenant and Landlord, respectively, self-insure.

(d) Landlord and Tenant and all parties claiming under them hereby mutually waive the right of subrogation against the other Party.

13. Damage or Destruction. In the event the Premises shall be partially or totally destroyed by fire or other casualty so as to become partially or totally unfeasible for use by Tenant hereunder, the damage shall be promptly repaired by Landlord, and a just and proportionate part of the Rent and all other additional rent and charges shall be abated until so repaired; provided, however, that if more than ten percent (10%) of the Premises shall be damaged or destroyed by fire or other casualty, then Tenant shall have the option to terminate this Lease by giving written notice to Landlord of its election to so terminate within thirty (30) days after actual notice of the fire or other casualty. For the avoidance of doubt, under this Section of the Lease, Landlord shall only be responsible for the Premises and not the PV System.

14. Eminent Domain. If all or substantially all of the Premises is taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the Rent and all other additional rent and charges payable hereunder shall be apportioned accordingly. If any material part of the Premises is taken, then Tenant shall have the right to terminate this Lease as of the date possession is transferred to the acquiring authority, upon giving written notice thereof to Landlord, and the Rent payable hereunder shall be apportioned accordingly. Upon any taking of less than substantially all of the Premises (unless this Lease is terminated by Tenant as provided herein), this Lease shall continue in force as to the part of the Premises not taken, and the Rent payable thereafter shall be reduced in proportion to the amount of total area of the Premises taken. In the event of any such taking, Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall, unless this Lease has been terminated, make necessary repairs and restorations to restore the Premises remaining to as near its former condition as circumstances will permit. Any damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises, shall belong to Landlord; provided, however, that Tenant shall have the right to pursue such claim or claims as Tenant may have legally for relocation expenses, interruption of business and such items which do not reduce the award or proceeds of sale payable to Landlord; and further provided that to the extent that Tenant incurs any cost or damage due to the loss of expected depreciation related to the PV System as a result of such taking, then Landlord shall reimburse Tenant for such cost or damage (as reasonably estimated by Tenant) within thirty (30) days after Landlord's receipt of the award of damages or other compensation from the acquiring authority.

15. Assignment/Subletting.

(a) Tenant shall have the right to assign its interest in this Lease and the leasehold

estate created hereby upon written notice to Landlord, provided that any such assignee agrees in writing to assume and perform the obligations of Tenant under this Lease including, but not limited to the assignee having the necessary insurance capabilities set forth in Section 12 of this Lease.

(b) Landlord shall have the right to assign its interest in this Lease and the leasehold estate created hereby in connection with a sale of the Premises or Property, upon written notice to Tenant, provided that any such assignee agrees in writing to assume and perform the obligations of Landlord under this Lease.

(c) Any assignee of either Tenant or Landlord, if reasonably requested by the other Party, shall provide proof of insurance in lieu of self-insurance.

16. Title to Property; Title to PV System.

(a) Landlord represents and warrants to Tenant that (i) Landlord owns the Property free and clear of any easements or other encumbrances or restrictions that could have a material adverse effect on Tenant's rights under this Lease, (ii) Landlord has full and complete authority to enter into this Lease under all of the terms, conditions and provisions set forth herein, and (iii) no approvals are required under any recorded or unrecorded documents affecting the Property for the construction of the PV System or Tenant's use of the Premises for the purposes described in Section 1 above. Notwithstanding the foregoing, Tenant acknowledges that Landlord's entry into this Lease is subject to the approval of the City of Milwaukee's Common Council.

(b) Notwithstanding the PV System's presence and operation on the Premises, Tenant shall at all times retain title to and be the legal and beneficial owner of the PV System and all alterations, additions or improvements made thereto by Tenant, and the PV System shall remain the property of Tenant or Tenant's assigns, and Tenant shall have the right to remove the PV System from the Premises in accordance with the terms of this Lease. In no event shall anyone claiming by, through or under Landlord (including but not limited to any present or future mortgagee of the Premises and/or Property) have any rights in or to the PV System at any time, except as otherwise provided in this Lease (and except for any rights that Landlord might have under the Service Agreement with respect to Solar Renewable Resource Credits related to the PV System). Landlord shall not cause the PV System or any part thereof, to become subject to any lien, encumbrance, pledge, levy or attachment arising by, under or through Landlord, and Landlord will promptly, at its expense, take such action as may be necessary to duly discharge any such lien, encumbrance, pledge, levy or attachment if the same shall arise at any time.

17. Estoppel; Non-Disturbance Agreement.

(a) Landlord and Tenant each agree, within ten (10) days after request therefor by the other Party, to execute in recordable form and deliver to the requesting Party a statement, in writing, certifying (if such be the case) (i) that this Lease is in full force and effect, (ii) the date of commencement of the Term, (iii) that Rent is paid currently without any off-set or defense thereto, (iv) the amount of Rent, if any, paid in advance, (v) that there are no uncured defaults by

the requesting Party or, if such defaults are claimed, stating the facts giving rise thereto, and (vi) other similar matters as may be requested by the requesting Party or its lenders, mortgagees or prospective mortgagees. Any such certificate may be relied upon by the Party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Party providing it.

(b) Landlord represents to Tenant that the Premises is not subject to any mortgages, deeds of trust, security instruments, ground leases, easement agreements, trust agreements, covenants, conditions or restrictions (collectively, "Superior Interests") and Landlord covenants that if Landlord desires to subject the Premises to a Superior Interest, Landlord shall notify Tenant in writing and shall obtain a non-disturbance agreement reasonably satisfactory to Tenant from the holder of any such Superior Interest. Such non-disturbance agreement shall provide that, in the event of any proceedings brought for the enforcement of any Superior Interest, Tenant shall, upon demand by the Superior Interest holder but subject to Tenant's rights of non-disturbance, attorn to and recognize such Superior Interest holder as Landlord under this Lease.

18. Marketing. Tenant shall have the exclusive right to own and operate the PV System during the Term. In the event that marketing rights are sold to a third party, Tenant reserves the right to view and approve the content of such third party's marketing program related to the PV System, such approval not to be unreasonably withheld. In addition, Tenant reserves the right to market that Landlord (as a Customer) is a participant in the "Renewable Pathway Pilot Program" through a mutually agreeable joint press release. Landlord acknowledges that under the Service Agreement, Tenant may use Landlord's business name and/or website address in Renewable Pathway Pilot Program" promotional materials, and Tenant will provide the Landlord with public recognition of Landlord's commitment to renewable energy under the Renewable Pathway Pilot Program".

19. Notice. Any notice, request, demand, instruction or other communication to be given to any Party hereunder shall be in writing and hand delivered or sent by overnight courier or registered or certified mail, return receipt requested, as follows:

To Landlord:
City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
Attn: Commissioner of City Development

With a copy to:

Office of City Attorney
800 City Hall
200 East Wells Street
Milwaukee, WI 53202
Attn: Jeremy R. McKenzie

To Tenant:
Wisconsin Electric Power Company
231 West Michigan Street
Milwaukee, Wisconsin 53203

Attn: Doug Wetjen

Either Party may, upon prior written notice to the other, specify a different address for the giving of notice. Except as otherwise provided herein, if delivered in person, the notice shall be deemed given when received. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing.

20. Quiet Enjoyment. If and so long as Tenant pays the Rent reserved by this Lease and performs and observes the covenants and provisions hereof, Landlord covenants and agrees that Tenant shall quietly enjoy the exercise of its rights hereunder without hindrance, disturbance or molestation from Landlord or any person claiming by, through or under Landlord.

21. Waiver. Failure or delay on the part of Landlord or Tenant to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

22. Prior Negotiations. This Lease, and its exhibits, constitute the entire agreement of the Parties with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements in connection herewith.

23. Amendment. No modification of this Lease shall be valid unless made in writing and signed by an authorized officer of Landlord and an authorized officer of Tenant.

24. Governing Law. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY STATE COURT OF MILWAUKEE COUNTY CIRCUIT COURT FOR MATTERS ARISING UNDER STATE LAW AND IN FEDERAL DISTRICT COURT IN THE EASTERN DISTRICT OF WISCONSIN FOR MATTERS ARISING UNDER FEDERAL JURISDICTION WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE.

25. No Partnership. Neither Party, by virtue of this Lease, in any way or for any purpose, shall become a partner of the other Party in the conduct of its business, nor become a joint venture or a member of a joint enterprise with the other Party, nor become responsible for any of the debts, liabilities or obligations of the other Party.

26. Headers and Captions. The Section headings in this Lease are inserted only as a matter of convenience in reference and are not to be given any effect whatsoever in construing any provision of this Lease.

27. Successors and Assigns. The covenants and agreements contained in this Lease shall run with the land as to the Property and shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their respective permitted successors and assigns, except as expressly otherwise herein provided.

28. **Severability.** If any term, covenant or condition of this Lease or any portion of any term, covenant or condition hereof or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition or portion thereof to persons, entities and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Lease and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

29. **Construction.** This Lease shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties. Words of any gender in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural where the sense requires. Unless otherwise specified in this Lease, any reference to "days" shall be construed as a reference to calendar days, and shall include in the counting thereof all Saturdays, Sundays and holidays; provided, however, if the final day of any period specified in "days" falls on a Saturday, Sunday or holiday, the period shall be deemed extended to include the next regular business day occurring thereafter.

30. **Memorandum for Recording.** Upon the request of either Landlord or Tenant, the parties shall record a memorandum of this Lease with the Register of Deeds for the county in which the Property is located.

31. **Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

32. **Public Records Law:** Landlord and Tenant understand that Landlord is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Lease are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. sec. Tenant acknowledges that it is obligated to assist Landlord in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Tenant under this Lease pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Lease unless such default is cured within ten (10) days after Tenant's receipt of written notice stating such default, and that Tenant must defend and hold Landlord harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after the termination of this Lease.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the day and month first above written.

LANDLORD:

CITY OF MILWAUKEE

By:_____

Name/Title:_____

Customer Tax ID: _____

TENANT:

WISCONSIN ELECTRIC POWER COMPANY

By:_____

Name/Title:_____

Exhibit "A"
Legal Description of the Property

[To be finalized pending certified survey]

Exhibit "B"

[Insert Service Agreement]

Exhibit C

[Replace the following estimated layout with certified Survey and Final Construction Drawings when complete]

Exhibit D

[Insert "Landfill Solar Estimate.pdf" file]