

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 9th day of June, 2020 (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."

WITNESSETH:

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 Solar Electric Service Agreement under Tenant's "Solar Now" Solar PV System Hosting Pilot Program Within the State of Wisconsin ("Service Agreement"), attached hereto as Exhibit B, whereby Landlord would host a Tenant-owned approximately 2,250 kW 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 409,914 square feet (approximately 9.41 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 **twentieth (20th)** 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") in the amount specified in Exhibit E attached hereto and made a part hereof and payable as set forth in Exhibit E (the "Lease Payment" as that term is defined in the Service Agreement is 1/12th (one twelfth) of the Rent). In the event of any failure by Landlord (as "Customer," as that term is defined in the Service Agreement) to pay Tenant (as the "Company," as that term is defined in the Service Agreement) any rates or other compensation due under the Service Agreement, during the time of such non-payment Tenant shall not be obligated to pay Rent under this Lease.

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).

(ii) If, at any time during the Lease Term, Tenant is unable to gain access to the Premises through their easement with the 128th Refueling Wing Wisconsin Air National Guard, Landlord and Tenant shall negotiate a mutually agreeable access location to the Premises.

(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 Miwlaukec, 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, this Lease, 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, this Lease, 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.

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.

(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.

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 venturer 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: Tom Barrett
Tom Barrett, Mayor

By: James Owczarski
James Owczarski, City Clerk

By: Aycha Sawa
Aycha Sawa, Comptroller *clw*

Customer Tax ID: 39-6005532

TENANT:

WISCONSIN ELECTRIC POWER COMPANY

By: Kenneth M. Peters
Name/Title: Kenneth M. Peters

EXHIBIT A
Legal Description of Property

OWNER NAME AND MAILING ADDRESS:

City of Milwaukee
809 N. Broadway
Milwaukee, WI 53202

Note:

City of Milwaukee Leases all/part of Parcel to the USA Department of Defense for the Wisconsin National Guard

PROPERTY ADDRESS:

1600 E. College Ave.
Milwaukee, WI

Lease Premises (Solar Field):

Most Northerly 650' of Parcel

LEGAL DESCRIPTION:

PARCEL NO. 6849999000

LANDS IN SW 1/4 SEC 34-6-22 COM NW COR SD 1/4 SEC-TH E ALG N LI SD 1/4 SEC 900.59' TO W LI RR ROW-TH SLY ALG W LI SD RR ROW 2618.21' TO N LI E COLLEGE AV-TH W ALG SD NLY ST LI 600.24' TO W LI SD 1/4 SEC- TH N ALG W LI SD 1/4 SEC 2601.05' TO PT OF COM BID #40

EXHIBIT B - Solar Service Agreement

FINAL EXECUTION VERSION

ELECTRIC SERVICE AGREEMENT

“SOLAR NOW” SOLAR PV SYSTEM HOSTING PILOT PROGRAM

WITHIN THE STATE OF WISCONSIN

THIS AGREEMENT made this 9th day of June, 2021 by and between Wisconsin Electric Power Company d/b/a We Energies, hereinafter referred to as the Company, and the City of Milwaukee, a Wisconsin municipal corporation, hereinafter referred to as the Customer.

WITNESSETH:

The parties hereto, each in consideration of the agreement of the other, agree as follows:

1) NATURE OF SERVICE

Customer desires to host a company-owned Solar PV System (defined for purposes of this agreement as solar panels, inverter(s), cabling, mounting, trackers (if applicable), and associated controls and interconnection facilities) with up to 2,250kW_{ac} nameplate capacity on ground mount site. Customer will receive a monthly lease payment, in accordance with the terms of this Agreement, for hosting the Solar PV system.

2) SOLAR PV SYSTEM

Solar PV System will be up to 2250kW_{ac} (2875 kW_{dc}) nameplate system size. The ground system will be made up of panels, inverters, fixed tilt racking, and associated controls and interconnection facilities.

3) RATE

A. Calculation of Lease Payment

Customer will receive a monthly payment for hosting the Solar PV System identified above (the “Lease Payment”). The Lease Payment paid by the Company to Customer shall be the value of the Midcontinent Independent System Operator (“MISO”) accredited capacity of the Solar PV System

multiplied by the value of capacity, as defined below, up to the customer's firm demand at the time this

Agreement is executed. The Lease Payment shall be paid to the customer in monthly installments equal to one twelfth (1/12th) of the annual amount. If the tariff authorizing the "Solar Now" Solar PV System Hosting Pilot Program (PSC Docket No. 6630-TE-102) is revised to provide a greater monthly payment to customers than provided in this Agreement, then the Lease Payment shall be amended to reflect the increased monthly payment available to other customers. Company shall notify Customer within 30 days of the issuance of the revised tariff.

B. Calculation of Value of Capacity

The value of capacity for the Solar PV System will be determined as of the date this Agreement is executed, as determined by MISO's current Business Practice Manual ("BPM"), and will be fixed for the duration of this Agreement. The value of capacity is the MISO zone 2 cost of new entry ("CONE") for the MISO Resource Adequacy Planning Year in which this Agreement is executed. Customer acknowledges that the capacity accredited by MISO is subject to change annually.

C. Customer to Remain on Underlying Tariff.

Customer will be responsible for all rates, adjustments and credits specified in Customer's otherwise-applicable rate schedule(s), including but not limited to facilities charges; energy charges; fuel cost adjustments; on-peak and customer maximum demand charges; and minimum charges, all based on the customer's actual consumption for the billing period, at the rates under their otherwise-applicable rate schedule(s). Customer may, at its sole discretion, elect to take service under schedule ERER-1, ERER-2, ERER-3 or ERER-4, also known as the Company's "Energy for Tomorrow" programs.

4) DELIVERY OF ENERGY

All energy generated by the Solar PV System will be delivered to the Company's distribution system.

5) RENEWABLE RESOURCE CREDITS

Customer elects to receive the Renewable Resource Credits as defined by Wis. Stat. § 196.378 generated by the Solar PV System. As a result of Customer's election, the lease payments made to Customer by the Company will be reduced by the value of the Renewable Resource Credits. Each month, the value of the Renewable Resource Credits will be determined by multiplying the Renewable Resource Credit Market Price at the time this Agreement is executed by the quantity of the Renewable Resource Credits generated by the hosted Solar PV System in the prior month. The Renewable Resource Credit Market Price will not be adjusted during the term of this Agreement. Customer's election to receive the Renewable Resource Credits of the Solar PV System is binding for the term of this Agreement.

Customer agrees that the following Renewable Resource Credit Market Price reflects the market price at the time this Agreement is executed and will be in effect for the term of this Agreement:

_____ \$2.00 / REC Generated _____.

Customer elects, at its sole discretion, that Company will retire all Renewable Resource Credits of the Solar Now on Customer's behalf through the M-RETS system. Customer's election is binding for the term of this Agreement.

6) CONDITIONS OF DELIVERY

The Company's provision of electric service to Customer under this Agreement is subject to the following conditions of delivery:

- a) Customer shall be subject to all of the charges as set forth in this Agreement and its otherwise applicable rate schedule(s) without limitation.
- b) This Agreement shall become effective when the Company first furnishes electricity that has been generated by the Solar PV System (excluding electricity generated during

commissioning and testing periods) hereunder, and shall continue in force for the term set forth in this section. Customer acknowledges that this Agreement has a term of 20 years.

- c) Service under this Agreement is conditioned on the interconnection of the new Wisconsin-based renewable energy resource described in section “2) SOLAR PV SYSTEM” above to the Company’s distribution system, as well as a satisfactory environmental review and, as applicable, siting review of structural components supporting the Solar PV System, including but not limited to the location’s roof, structural supports, and ground conditions.
- d) The Company and Customer will enter into a separate written lease agreement, which will survive in its entirety if the property on which the Solar PV System described above is placed is sold or transferred during the term of the lease.
- e) Decommissioning of the Solar PV System is described in Section 10 of the Solar Ground Lease Agreement.
- f) The Company will retain ownership and responsibility for the monitoring, operation and maintenance of the Solar PV System described above.
- g) Customer warrants that it is a single customer, as defined by tax ID for non-governmental entities or a single unit of government (*e.g.*, municipality, county, school district, etc.), and Customer acknowledges that this Agreement is expressly conditioned on the accuracy of this warranty. The Company and Customer agree that the following eligible accounts will be aggregated for purposes of this Agreement.

Account 1	0466-140-483
Account 2	4296-319-834

- h) Company shall remit the lease payments to Customer as follows: Rent shall be paid on the 15th day of each month for rent due from the prior month.
- i) Customer acknowledges that although it may host multiple Solar PV Systems up to a total of 2.25 MW_{ac} aggregate nameplate capacity, Customer will not be able to exceed its total firm demand for purposes of this Agreement. Customer's firm demand for purposes of this Agreement is: 2700 kW (2.7 MWs).
- j) Customer acknowledges that participation in the "Solar Now" Solar PV System Hosting Pilot Program tariff may be limited at the sole discretion of the Company. Additionally, Customer acknowledges that the Company has the right to limit Customer's participation in the "Solar Now" PV System Hosting Pilot Program tariff based on Customer's bill payment and collection history, and Company may terminate this Agreement, in its sole discretion, based on Customer's bill payment and collection history subsequent to execution of this Agreement. Further, participation shall be subject to an assessment of the solar resource and structural and environmental engineering suitability of the identified rooftop or ground mount location.
- k) Customer shall be bound by, and receive and pay for service furnished hereunder in accordance with (i) the rates, terms and conditions of this Agreement and the "Solar Now" PV System Hosting Pilot Program tariff; (ii) the rates, terms and conditions of Customer's otherwise applicable rate schedule(s); (iii) the Company Rules and Regulations; and (iv) any future modifications of such rates, terms, conditions, and rules and regulations that may be ordered or approved by the PSCW. To the extent that there are conflicts among any of the forgoing, the specific provisions of this Agreement shall govern.

- l) If Customer defaults in any of its obligations contained herein, the Company may suspend delivery of energy from the Solar PV System which may impact the Lease Payment. For the avoidance of doubt, a default under this Agreement, will not otherwise impact the delivery of energy to the Customer. Such suspension, however, shall not interfere with enforcement by the Company of any other legal right or remedy. No delay by the Company in enforcing any of its legal rights hereunder shall be deemed a waiver of any other or subsequent defaults by Customer.
- m) This Agreement shall be binding upon the successors and assigns of the respective parties hereto. Assignment of this Agreement shall be governed by the terms of the Solar Ground Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF MILWAUKEE

By: Tom Barrett

Print Name: Tom Barrett

Title: Mayor

Date: 6/11/2020

CITY OF MILWAUKEE

By: James R. O'Connell

Print Name: James R. O'Connell

Title: City Clerk

Date: 6/15/2020

WISCONSIN ELECTRIC POWER COMPANY

By: Randall Jerome

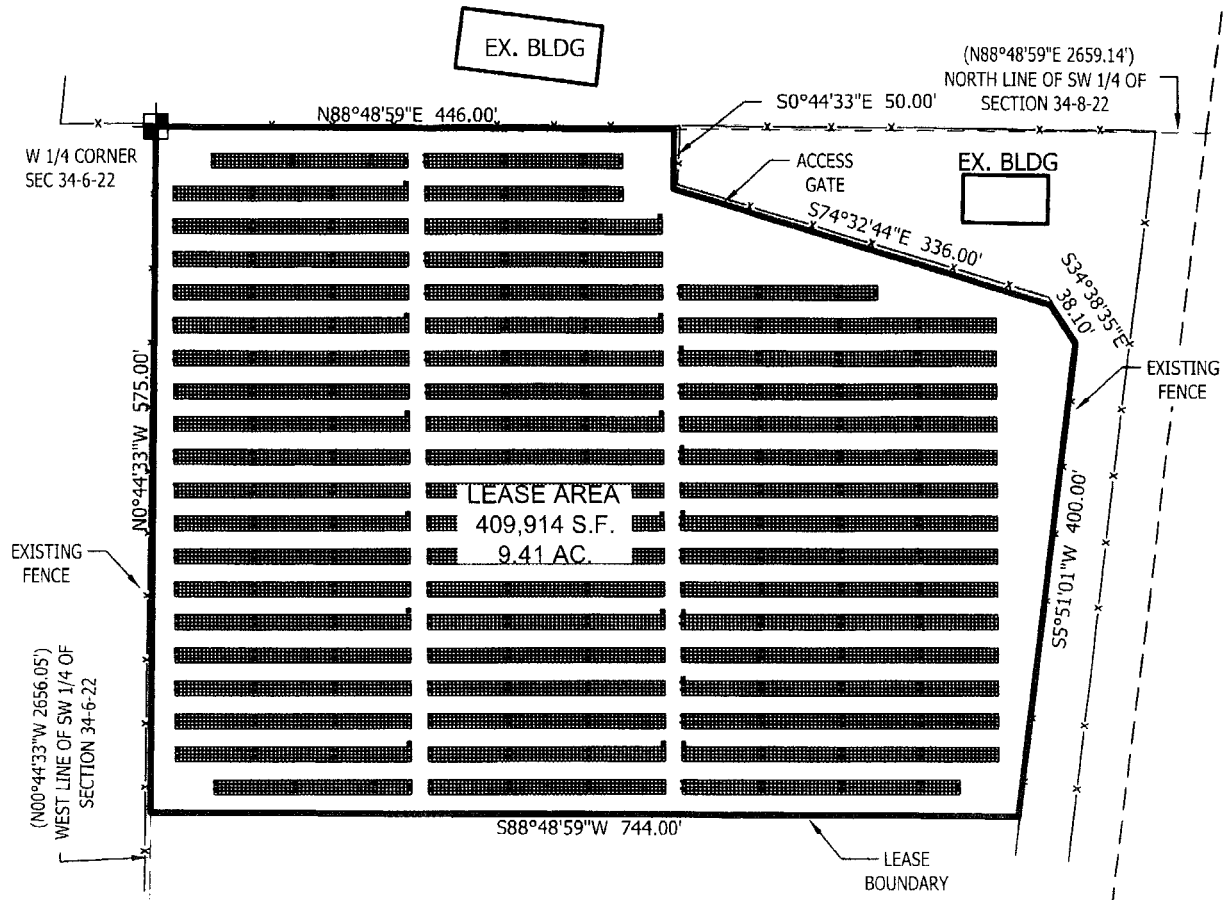
Print Name: Randall Jerome

Title: Manager Key Accounts

Date: 6/19/2020

LEASE EXHIBIT

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF
SEC. 34, T. 6 N., R.22 E.,
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN



LEASE AREA

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 34, T. 6 N., R.22 E., CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

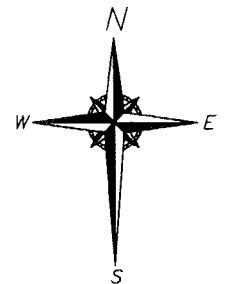
BEGINNING AT THE W 1/4 CORNER OF SECTION 34; THENCE N88°48'59"E ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 34 A DISTANCE OF 446.00 FEET; THENCE S00°44'33"E., 50.00 FEET; THENCE S74°32'44"E., 336.00 FEET; THENCE S34°38'35"E., 38.10 FEET; THENCE S05°51'01"W., 400.00 FEET; THENCE S88°48'59"W., 744.00 FEET, TO A POINT ON THE WEST LINE OF SW 1/4 OF SECTION 34; THENCE N00°44'33"W., ALONG SAID WEST LINE, 575.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 409,914 SQUARE FEET, 9.41 ACRES

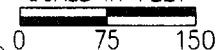


SEH 501 MAPLE AVE., DELAFIELD, WI 53018 262-646-6855

PATH: X:\PT\S\SUNVE\154793\9-SURVEY\92-CAD\10-C3D\SUNVE_154793_MILWAUKEE_LEASE.DWG



SCALE IN FEET



PV SYSTEM DETAILS

ROOF TYPE:	N/A
DC SYSTEM SIZE:	2.875 MW DC
DC SYSTEM VOLTAGE:	1000 V
AC SYSTEM SIZE:	2.25 MW AC
MODULES	(7260) TRINA SOLAR TSM-DE15H(1) 395W
INVERTERS:	(30) SOLLECTRIA XCI 1000-55/65 (5) 1000-60/60
OPTIMIZERS:	N/A
RACKING:	REI
CLAMPS:	N/A
AZIMUTH:	180
PITCH:	25

SCOPE OF WORK

1. CONTRACTOR SHALL VERIFY AND IDENTIFY ALL MATERIALS AS LISTED ABOVE, AND ON THE D.O.B. ANY DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE OWNER IMMEDIATELY.
2. ALL EQUIPMENT AND MATERIAL SHALL BE INSTALLED AS PER MANUFACTURERS GUIDELINES SET FORTH IN THE INSTALLATION MANUAL AND AS PER NEC 110(0)
3. CONTRACTOR SHALL PROVIDE PROTECTIVE MATERIALS TO PREVENT DAMAGE TO EXISTING BUILDINGS OR EQUIPMENT AND PROPOSED PROTECTIVE MATERIALS TO COMPENSATE.
4. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES. THE WORK SHALL TAKE AT LEAST 24 HOURS PRIOR TO COMMUNICATION TO COORDINATE WITH ALL UTILITIES. STAGING AREAS AND ANY OTHER SITE SPECIFIC DETAILS REQUIRED, TO INSURE SITE CONDITIONS DOCUMENTED ALONG WITH A WRITTEN REPORT AND PROVIDED TO THE OWNER.
5. IF REWORK IS NOT CALLED, CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL TESTING/INSPECTION REQUIRED TO APPROVE SITE AT OWNER'S DISCRETION
6. PRIOR TO FINAL SIGN-OFF THE CONTRACTOR SHALL PROVIDE A LETTER OF COMPLIANCE FOR THE WORK DONE. THE LETTER MUST REFERENCE THAT THE WORK WAS DONE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.

SITE INFORMATION

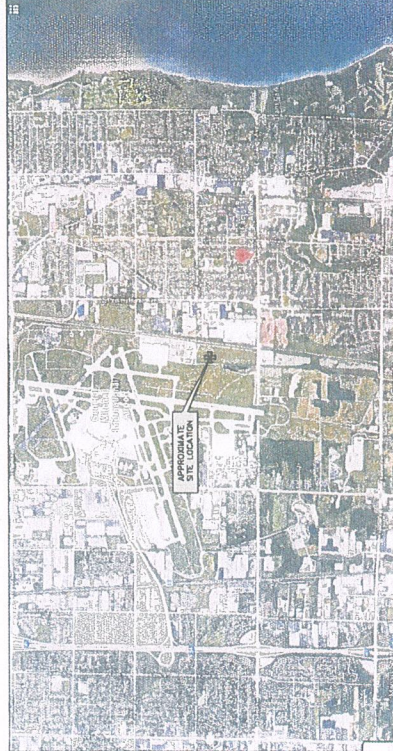
PROPERTY OWNER: CITY OF MILWAUKEE
POWER COMPANY: WE ENERGIES
PROJECT MANAGER: ADAM GUSSE
PHONE: 608-669-5142
APPROX LEASED SQ FT: 343,542
TAX ID:

EXHIBIT D
PV SYSTEM

**CITY OF MILWAUKEE
NORTH COLLEGE AVE LANDFILL
1600 E. COLLEGE AVE
MILWAUKEE, WI**

LOCATION MAP

AERIAL MAP



DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE DEVELOPER OR ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

INSPECTION ITEMS

CONTRACTOR SHALL STRICTLY ADHERE TO THE FOLLOWING CODE STANDARDS UNLESS OTHERWISE NOTED WITHIN THE DRAWING: NEC, 2017, IBC, 2015, IFC, 2015 AND APPLICABLE LOCAL CODES.

<u>BIODIVERSITY INSPECTIONS:</u>				
ROUGH ELECTRIC:	<input type="checkbox"/>	<input type="checkbox"/>	REQUIRED	<input type="checkbox"/>
ROUGH BUILDING:	<input type="checkbox"/>	<input type="checkbox"/>	REQUIRED	<input type="checkbox"/>
<u>FINAL INSPECTIONS:</u>				
ELECTRIC:	<input type="checkbox"/>	<input type="checkbox"/>	REQUIRED	<input type="checkbox"/>
BUILDING:	<input type="checkbox"/>	<input type="checkbox"/>	REQUIRED	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>	<input type="checkbox"/>	REQUIRED	<input type="checkbox"/>
CONTRACTOR SHALL BE KNOWLEDGEABLE OF ANY LOCAL, STATE, OR FEDERAL REQUIREMENTS.				

NOTES

1. THE APPLICANT PROPOSES TO INSTALL PV MODULES AND WEATHER PROOF EQUIPMENT FOR AN UNMANNED AIRCRAFT.
2. EQUIPMENT IS OBTAINED AND NOT FOR HUMAN OPERATION, HANDCAMP ACCESS IS THEREFORE NOT REQUIRED.
3. EQUIPMENT IS SMALL, LIGHT WEIGHT, HAS EXISTING CONTROLS AND UNDERSTANDS HOW TO FUNCTION AND OPERATE. THEREFORE, THE APPLICANT DOES NOT REQUIRE A LICENSE TO OPERATE THE EQUIPMENT.
4. OPERATION OF ANY MATERIAL, NON-COMBUSTING CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE CHIEF.
5. THE APPLICANT HAS A HISTORY OF COMPLIANCE WITH NON-COMBUSTING MATERIALS AT THE SITE.
6. THE APPLICANT SHALL BE IMMEDIATELY REPORTED TO THE CHIEF AND DEVELOPER FOR REMEDIAL OR CORRECTIVE ACTION.
7. CONTRACTOR SHALL PROVIDE PROTECTIVE MATERIALS TO PREVENT DAMAGE TO EXISTING BUILDINGS OR EQUIPMENT.
8. DOCUMENTATION AND USE OF THE SITE WILL CONFORM TO ALL APPLICABLE DEPT'S REQUIREMENTS.

DISCLAIMER

IT IS A VIOLATION OF THE LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT, UNLESS EXPLICITLY AGREED TO BY THE ENGINEER IN WRITING. THE ENGINEER DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE REUSE, ALTERATION OR MODIFICATION OF THE CONTENTS

DRAWING INDEX

SHEET TITLE F

TJ-62	TITLE SHEET			DATE
PJA-82	G505A13.10717	D		
62-82	GENERAL INFORMATION	C		
62-82	SPEC SUBJECTS	B		
62-82	MISC LABELS	A		
94-82	GENERAL NOTES	REMARKS	DATE	DESCRIPTION
		REASON FOR WORK	PERFORMED BY	DATE WHEN DONE
		PROJECT NUMBER		

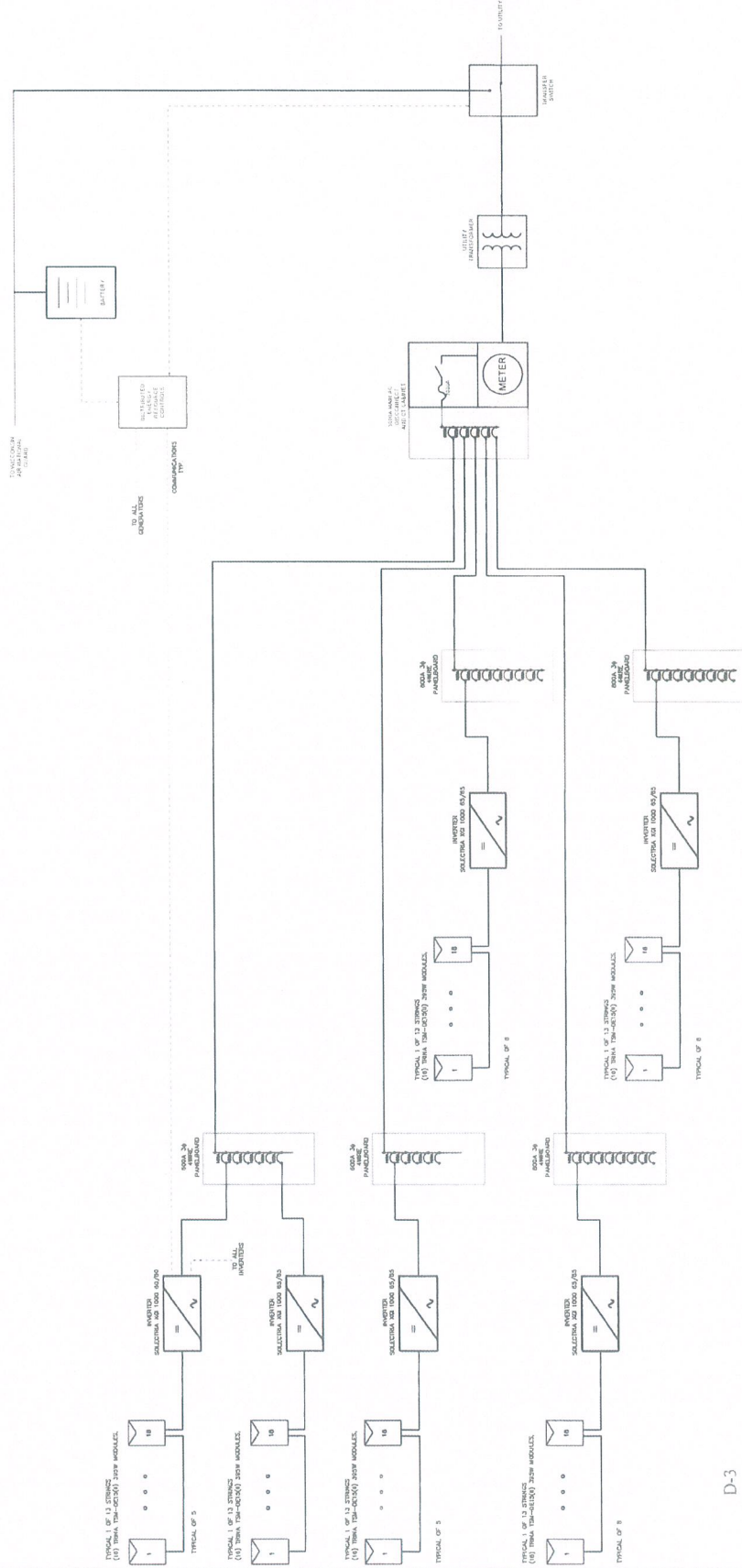
CITY OF MILWAUKEE
N. COLLEGE LANDFILL
1600 E COLLEGE AVE
MILWAUKEE WI

SHEET TITLE	TITLE SHEET
-------------	-------------

DWG. NO. T-1-00

PV SYSTEM DETAILS

ROOF TYPE:	N/A
DC SYSTEM SIZE:	2.875 MW DC
DC SYSTEM VOLTAGE:	1000 V
AC SYSTEM SIZE:	2.25 MW AC
MODULES:	(7280) TRINA SOLAR TSM-65SH(1) 395W
INVERTERS:	(30) SOLECTRIA XGI 1000-65/65 (5) 1000-60/60
OPTIMIZERS:	N/A
RACKING:	RBI
CLAMPS:	N/A
AZIMUTH:	180
PITCH:	25



DESIGNED ELECTRICAL ENGINEER certifies that they prepared all the electrical "C" sheets in this project and that they are a duly Licensed Professional Engineer in the State of Wisconsin. The Engineer certifies that they prepared all of the structural "S" sheets in this project and that they are a duly Licensed Professional Engineer in the State of Wisconsin. The Engineer certifies that they prepared all of the civil "C" sheets in this project and that they are a duly Licensed Professional Engineer in the State of Wisconsin. It should be noted that any plan signed not only by the Engineer, but also by the Architect, Engineer, or Surveyor, shall be deemed to have been reviewed and approved by the Engineer for the purposes of this certification.

REV	DATE	DESCRIPTION
A		ISSUED FOR PERMIT
B		ISSUED FOR PERMIT
C		ISSUED FOR PERMIT
D		ISSUED FOR PERMIT
E		ISSUED FOR PERMIT
F		ISSUED FOR PERMIT
G		ISSUED FOR PERMIT
H		ISSUED FOR PERMIT
I		ISSUED FOR PERMIT
J		ISSUED FOR PERMIT
K		ISSUED FOR PERMIT
L		ISSUED FOR PERMIT
M		ISSUED FOR PERMIT
N		ISSUED FOR PERMIT
O		ISSUED FOR PERMIT
P		ISSUED FOR PERMIT
Q		ISSUED FOR PERMIT
R		ISSUED FOR PERMIT
S		ISSUED FOR PERMIT
T		ISSUED FOR PERMIT
U		ISSUED FOR PERMIT
V		ISSUED FOR PERMIT
W		ISSUED FOR PERMIT
X		ISSUED FOR PERMIT
Y		ISSUED FOR PERMIT
Z		ISSUED FOR PERMIT

CITY OF MILWAUKEE
N. COLLEGE LANDFILL
1600 E COLLEGE AVE
MILWAUKEE, WI

SHEET TITLE
ONE LINE DIAGRAM

ENGINE NO.
E-1.00

EXHIBIT E

Rent

Annual Rent due and payable under this Lease shall be equal to the value of the Midcontinent Independent System Operator ("MISO") accredited capacity of the PV System multiplied by the value of capacity, as defined below, up to Landlord's firm demand at the time this Lease is executed. Rent shall be paid to Landlord in monthly installments equal to one twelfth (1/12th) of the annual amount.

As used herein, "value of capacity" will be determined as of the date this Lease is executed, as determined by MISO's current Business Practice Manual ("BPM"), and will be fixed for the duration of the Lease. The value of capacity is the MISO zone 2 cost of new entry ("CONE") for the MISO Resource Adequacy Planning Year in which this Lease is executed. Customer acknowledges that the capacity accredited by MISO is subject to change annually.

Please see the rent payment calculation

System Size (in MW ac)	Capacity Accreditation %	Accredited Capacity (in MW ac)	Value of Capacity (CONE)	Estimated Lease Payment (Annual)	Estimated Lease Payment (Monthly) - Gross	Less: Monthly REC Value	Estimated Lease Payment (Monthly) - Net	Estimated Lease Payment	
								Annual - Net	20 Yr Lease - Net
2.25	50%	1.125	\$ 91,860	\$ 103,343	\$ 8,612	\$ 591	\$ 8,021	\$ 96,247	\$ 1,924,938
<i>Estimated Lease Calculation - Year 1¹</i>									
2.25	55%	1.238	\$ 91,860	\$ 113,677	\$ 9,473	\$ 591	\$ 8,882	\$ 106,581	\$ 2,131,623
2.25	60%	1.350	\$ 91,860	\$ 124,011	\$ 10,334	\$ 591	\$ 9,743	\$ 116,915.40	\$ 2,338,308
<i>Estimated Lease Calculation - Years 2 - 20²</i>									

Footnote Explanations

1	- Indicates that the Capacity Accreditation % is fixed at 50% for year 1 based on the Mid-Continent Independent System Operator (MISO) formula.
2	- Indicates that the Capacity Accreditation % for years 2 - 30 is variable. This percentage will be based on the MISO capacity accreditation formula. That formula is currently defined for solar generating resources as the rolling average of the most recent 3 years historical generation for the hours ending 2:00 PM, 3:00 PM, and 4:00PM (Central Prevailing Time) in the months of June, July and August. The estimate of 55% - 60% was determined using that formula in conjunction with 30 years of historical solar irradiance data for Southeastern Wisconsin. Two illustrative lease calculations are shown, the first is with the 55% capacity accreditation percentage assumption and the second using a 60% capacity accreditation percentage assumption.

Calculation of Estimated Monthly Impact of RECs

System Size (in MW ac)	Estimated REC Production		REC Value (\$ / REC)	Total REC Value (\$ - Annual)		Total REC Value (\$ - Mnthly)
	(Annual MWH)	(Annual MWH)		(\$ - Annual)	(\$ - Mnthly)	
2.25	3,547.80	\$	2	\$ 7,096	\$	591

EXHIBIT F
DISTRIBUTION EASEMENT LOCATIONS
PRELIMINARY - SUBJECT TO FINAL DESIGN AND ENGINEERING

See Page D-2 of EXHIBIT D