

## MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is entered into by and between WPPI ENERGY, a Wisconsin municipal electric company, as lessor ("Lessor"), and CITY OF MENASHA, as a Wisconsin municipality ("City") and as a municipal electric utility, acting through the Menasha Utilities Commission ("Commission"), as lessee, and the COMMISSION, (the City and the Commission collectively hereinafter referred to as "Lessee").

### RECITALS

- A. Lessor owns the real property described and defined on Exhibit A attached hereto and incorporated herein (the "Land").
- B. Lessee is leasing the Land pursuant to a Lease dated April 6, 2011 by and between Lessor and Lessee ("Lease").

NOW, THEREFORE, this Memorandum is entered into for the purpose of placing on public records at the office of the Winnebago County Register of Deeds the fact that the Lessor, as owner of the Land, has leased the Land to Lessee under the terms of the Lease, commencing as of April 6, 2011 and expiring as of April 5, 2031.

Notwithstanding the express intent of the parties, should a court of competent jurisdiction determine that the Lease is not a true lease, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have granted Lessor a security interest in all of its right, title and interest in and to the Land and all accessions and substitutions and replacements thereof, and proceeds (including insurance proceeds) thereof (but without the power of Lessee to dispose of the Land); to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee to Lessor, whether now existing or hereafter created. From time to time Lessee must execute, acknowledge and deliver to Lessor a secured transactions financing statement or a fixture filing financing statement in any form reasonably necessary or requested by Lessor to record, perfect, or otherwise preserve Lessor's interest in the Land and a consent by Lessee to assignment of such security interest to any lender.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

James B. Egle  
Stafford Rosenbaum LLP  
P. O. Box 1784  
Madison, WI 53701-1784

P.I.N.

See attached

IN WITNESS WHEREOF, the parties have executed this Memorandum on the year and date first written above.

**LESSEE**

**LESSOR**

**CITY OF MENASHA**

**WPPI ENERGY**

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

**MENASHA UTILITIES COMMISSION**

By \_\_\_\_\_

Attachment:

Exhibit A – Legal Description of the Land

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this \_\_\_\_ day of April, 2011, the above-named \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ for the City of Menasha, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this \_\_\_\_ day of April, 2011, the above-named \_\_\_\_\_, Member of the Menasha Utilities Commission, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this \_\_\_\_ day of April, 2011, the above-named \_\_\_\_\_, \_\_\_\_\_ of WPPI Energy, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF LAND

*This instrument drafted by:*  
James B. Egle  
Stafford Rosenbaum LLP  
P. O. Box 1784  
Madison, WI 53701-1784

## UTILITY CONTRACT AGREEMENT

THIS UTILITY CONTRACT AGREEMENT (this "*Agreement*") is made and entered into effective as of April 6, 2011 by and among the City of Menasha, as a Wisconsin municipality ("*City*") and as a municipal electric utility, acting through the Menasha Utilities Commission ("*Commission*"), the Commission and WPPI Energy ("*WPPI*").

### RECITALS

1. The City, the Commission and WPPI entered into an Asset Purchase Agreement dated December 8, 2009 (the "Asset Purchase Agreement"), in which WPPI agreed to acquire electric distribution assets ("Electric Assets") from the City.
2. The City, the Commission and WPPI are entering into a Lease dated April 6, 2011, under which WPPI leases the Electric Assets back to the City at closing ("Lease").
3. The City, acting through the Commission, has previously entered into contracts with third parties and obtained permits for the use of the Electric Assets, and for other rights to personal property and real property relating to the operation of the Electric Assets. A list of these contracts, agreements and permits is attached as Exhibit A ("MEU Contracts").
4. The parties wish to confirm that, in lieu of WPPI assuming the MEU Contracts at closing of the APA, (a) during the term of the Lease, the City will remain a party to the MEU Contracts, will perform all covenants and obligations of the City and its utilities under the MEU Contracts, and (b) if City and Commission default under the Lease, and WPPI exercises its right to repossess the Electric Assets, the City and Commission shall assign the MEU Contracts to WPPI at no additional cost to WPPI, if WPPI so elects.

NOW, THEREFORE, in consideration of the parties' covenants under this Agreement and other consideration, the receipt and sufficiency of which is acknowledged by each party, City, Commission and WPPI hereby agree as follows:

1. *Party to MEU Contracts Prior to Default.* Prior to any default under the Lease by the City and Commission and exercise by WPPI of its right to repossess the Electric Assets under section 10.1(a)(ii) of the Lease, the MEU Contracts will not be assigned or transferred by City or the Commission to WPPI. The City and the

Commission, as lessee under the Lease, shall perform all obligations of the City and its electric utility under the MEU Contracts and will be entitled to receive all benefits and compensation that would otherwise be received by City or Commission under the MEU Contracts. The parties confirm that the Lease authorizes the City and Commission to utilize the Electric Assets in performing under the MEU Contracts.

2. *Agreement To Transfer MEU Contracts Upon Default.* If City and Commission default under the Lease, and WPPI exercises its right to repossess the Electric Assets under section 10.1(a)(ii) of the Lease, the City and Commission shall assign the MEU Contracts to WPPI at no additional cost to WPPI, upon receipt of written notice from WPPI. WPPI may elect to take assignment of some or all of the MEU Contracts, as such MEU Contracts may be amended from time to time, in WPPI's sole discretion.
3. *Notice.* This Agreement hereby incorporates the notice provisions contained in section 15.4 of the Lease.
4. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signed document transmitted by email or fax shall be treated as an original document and the signature of any party on a document transmitted by email or fax shall be considered an original signature.

**[SIGNATURE PAGE FOLLOWS]**

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

City:

**CITY OF MENASHA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

Commission, on its  
own behalf and acting  
on behalf of City:

**MENASHA UTILITIES  
COMMISSION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Commission President

WPPI:

**WPPI ENERGY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A – MEU CONTRACTS

**EXHIBIT A**  
**MEU CONTRACTS**

1. Pole Sharing Agreement between Wisconsin Electric Power Company and City of Menasha dated December 27, 2000.
2. Agreement between City and Marcus CATV Corporation (now Time-Warner Cable) dated January 29, 1973.
3. Licensing Agreement for Communications Attachments to Utility Poles between City of Menasha and Wisconsin Bell, Inc. d/b/a Ameritech-Wisconsin dated October 19, 2001.
4. Licensing Agreement for Communications Attachments to Utility Poles between City of Menasha and TDS Metrocom dated January 1, 2002.
5. Lease evidenced by Memorandum of Lease between City of Menasha and United States Cellular Operating Company signed by City on January 20, 2003.
6. Pole Attachment License Agreement Between City of Menasha and RVP Fiber Co., LLC, with an Effective Date of July 1, 2002.
7. All permits issued by the Army Corps of Engineers pertaining to the Menasha Electric Utility.
8. All permits issued by the Wisconsin Department of Transportation pertaining to the Menasha Electric Utility.
9. Service Territory Agreement between Wisconsin Electric Power Company and City of Menasha dated April 27, 2001.
10. Common Facilities Agreement between City of Menasha and American Transmission Company dated May 5, 2008.
11. Distribution – Transmission Interconnection Agreement between American Transmission Company and City of Menasha dated June 25, 2001, as amended by agreement dated October 19, 2006 and by the Rider to The Transmission – Distribution Agreement dated November 14, 2001.
12. All licenses, easements and agreements relating to overhead wires, guy wires and underground cable crossings with Wisconsin Central Ltd.

13. All other licenses, permits, easements and agreements pertaining to the operation of the Menasha electric utility and which have not been conveyed to WPPI, whether entered before or after the date of this Agreement.



**DEPOSIT ACCOUNT CONTROL AGREEMENT  
(Capital Fund Account)**

This Deposit Account Control Agreement ("Agreement") is entered by and among WPPI Energy ("Secured Party"), the City of Menasha, as a municipal electric utility, known as Menasha Utilities ("Account Holder") and First National Bank – Fox Valley ("Bank") as of April 1, 2011.

Bank holds deposit account number 215140 in the name of Account Holder (the "Account"), in which Account Holder will deposit the amount of \$1 million. Account Holder has granted Secured Party a security interest in the Account. Secured Party, Account Holder and Bank are entering into this Agreement to perfect Secured Party's security interest in the Account.

NOW, THEREFORE, Bank, Account Holder and Secured Party hereby agree as follows:

1. **The Account.** Bank represents and warrants to Secured Party that at the time of execution of this Agreement by Bank, that Bank has not agreed with any party, other than Account Holder and Secured Party, to comply with instructions concerning the Account and that Bank does not know of any claim to or interest in the Account, other than the interests of Secured Party and Account Holder and any claim of Bank permitted under Section 2.

2. **Priority of Lien.** Bank waives any encumbrances, claims and rights of setoff (or recoupment) it may have against the Account and agrees that it will not assert any banker's lien, encumbrance, claim or setoff against the Account.

3. **Control.** Bank will comply with instructions, including, but not limited to, instructions to close the Account and transmit the Account balance to Secured Party, given by Secured Party concerning the Account without the consent of Account Holder. Bank will not agree with any other person to comply with instructions concerning the Account given by any person other than Account Holder or Secured Party.

4. **Account Holder's Authority to Withdraw.** Bank may comply with Account Holder's instructions concerning the Account until Secured Party notifies Bank that Secured Party is exercising exclusive control over the Account. Immediately upon Secured Party's provision of written notice to the Bank that it is exercising exclusive control over the Account, Bank shall stop complying with any instructions given by Account Holder. Bank has no liability to Secured Party for following Account Holder's instructions before Secured Party notifies Bank of Secured Party's exclusive control.

5. **Statements and Confirmations.** Bank will send copies of all statements and other correspondence concerning the Account to Secured Party to the name and address as Secured Party may direct from time to time.

6. **Responsibility of Bank.** Bank has no liability to Account Holder for complying with Secured Party's notice of exclusive control or complying with instructions concerning the Account given by Secured Party. This Agreement does not create any obligation or duty of Bank other than those expressly set forth herein.

7. **Tax Reporting.** All income, gain, expense and loss recognized in the Account shall be reported to all taxing authorities under Account Holder's name and taxpayer identification number.

8. **Customer Agreement.** The terms of this Agreement will prevail if this Agreement conflicts with any other agreement between Bank and Account Holder, including, but not limited to, any customer agreement between Bank and Account Holder. Chapter 409 of the Wisconsin Statutes shall govern the Account.

9. **Termination.** The obligations of Bank under this Agreement shall continue until Secured Party has notified Bank that Bank is released from further obligation to comply with Secured Party's instructions concerning the Account.

10. **Entire Agreement.** This Agreement is the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and discharges all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning this subject matter.

11. **Amendments.** No amendment, modification or termination of this Agreement or waiver of any right shall be binding on any party unless it is in writing and is signed by the party to be charged.

12. **Severability.** If any term of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid or unenforceable term were omitted.

13. **Successors.** The terms of this Agreement are binding upon, and inure to the benefit of, the parties and their respective successors or heirs and personal representatives.

14. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error-free receipt is received or 2 days after being sent by

certified or registered United States mail, return receipt requested, postage prepaid, addressed in the case of mail or electronic transmission or delivered in the case of personal delivery to the party at the address set forth next to such party's name below. Any party may change that party's address for notices in the manner set forth above.

<i>If to</i>	Comptroller	<i>Copy to:</i>	General Manager
<i>Account</i>	City of Menasha		Menasha Utilities
<i>Holder:</i>	140 Main Street		P.O. Box 340
	Menasha, WI 54952		Menasha, WI 54952-0340

*If to Secured Party:* General Counsel  
WPPI Energy  
1425 Corporate Center Drive  
Sun Prairie, WI 53590

*If to Bank:* First National Bank – Fox Valley  
P.O. Box 339  
320 Racine Street  
Menasha, WI 54952-0339  
Attn: Kathy Blumreich

15. **Choice of Law.** This Agreement shall be governed by the internal laws of the State of Wisconsin.

16. **Compensation of Escrow Agent.** Account Holder agrees to (a) pay the Escrow Agent upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, and (b) pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including, without limitation reasonable attorney's fees and expenses, incurred or made by it in connection with the performance, modification and termination of this Agreement. The obligations set forth in this Section 16 shall survive the resignation, replacement or removal of the Escrow Agent or the termination of this Agreement.

17. **Counterparts.** This Agreement may be executed in one or more counterparts (including by means of facsimile or other electronic copy of a document), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed under seal as of the date and year first written above.

WITNESS/ATTEST:

\_\_\_\_\_

SECURED PARTY  
WPPI Energy

By: \_\_\_\_\_ (SEAL)

ACCOUNT HOLDER  
City of Menasha, as a municipal electric utility,  
known as Menasha Utilities

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

BANK  
First National Bank – Fox Valley

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

**INVESTMENT PROPERTY CONTROL AGREEMENT  
(Lease Reserve Escrow Agreement)**

This Investment Property Account Control Agreement is entered by and among WPPI Energy ("Secured Party"), the City of Menasha, as a municipal electric utility, known as Menasha Utilities ("Account Holder") and First National Bank – Fox Valley ("Escrow Agent") as of April 1, 2011.

**Background**

Pursuant to the parties' Lease Reserve Escrow Agreement, Escrow Agent has established securities account number \_\_\_\_\_ in the name of Account Holder with \_\_\_\_\_ (the "Account"). Account Holder has granted Secured Party a security interest in the Account. Secured Party, Account Holder and Escrow Agent are entering into this Agreement to perfect Secured Party's security interest in the Account.

**Agreement**

In consideration of the Background, Escrow Agent, Account Holder and Secured Party agree as follows:

1. **Definitions.** For the purposes of this Agreement, "financial assets" includes all property held by Escrow Agent for Account Holder in the Account. "Security entitlement" means the rights and property interest of Account Holder with respect to financial assets held in the Account. An "entitlement order" means a notification communicated to Escrow Agent directing transfer or redemption of a financial asset. Escrow Agent will treat all property held in the Account as financial assets under Article 8 of the Uniform Commercial Code of Wisconsin.

2. **The Account.** Escrow Agent represents and warrants that Escrow Agent has not agreed with any party, other than Account Holder and Secured Party, to comply with entitlement orders concerning the Account and Escrow Agent does not know of any claim to or interest in the Account, other than the interests of Secured Party and Account Holder.

3. **Priority of Lien.** Escrow Agent shall not advance margin or loan monies to Secured Party for purposes of the Account. Escrow Agent waives any encumbrances, claims and rights of setoff it may have against the Account or any financial asset or credit balance in the Account and agrees that it will not assert any encumbrance or claim against the Account or any financial asset or credit balance in the Account. Escrow Agent will not agree with any person other than Account Holder and Secured Party as provided herein to comply with entitlement orders concerning the Account given by that person.

4. **Control.** Escrow Agent shall comply with entitlement orders given by Secured Party concerning the Account without the consent of Account Holder.

**5. Account Holder's Authority to Trade and Vote.** Either Account Holder (or a third party on account of Account Holder) will deposit a zero-coupon U.S. Treasury bill with a 20-year term and a face value of \$300,000 at maturity in April 2031 ("Zero Bond") in the Account. It is the intention of Account Holder and Secured Party that the Escrow Agent hold such Zero Bond that is deposited until maturity, unless an event of default under the Lease as provided in the Lease Reserve Escrow Agreement or a Termination Notice is delivered as provided in the Lease Reserve Escrow Agreement. Escrow Agent may make trades of the Zero Bond or any other financial assets only upon the joint written direction of Account Holder and Secured Party. Except for permitting a withdrawal or payment in violation of Section 6 below or advancing margin or other credit to Account Holder in violation of Section 3 above, Escrow Agent has no liability to Secured Party for making trades at the direction of Account Holder and Secured Party.

**6. No Withdrawals.** Escrow Agent shall not comply with any entitlement order from Account Holder withdrawing any financial assets from the Account, deliver any financial assets to Account Holder or pay any free credit balance or other amount owing from Escrow Agent to Account Holder without written consent of the Secured Party.

**7. Statements and Confirmations.** Escrow Agent will send copies of all statements, confirmations and other correspondence concerning the Account to Secured Party at Secured Party's address set forth below in this Agreement.

**8. Responsibility of Escrow Agent.** Escrow Agent shall have no liability to Account Holder for complying with entitlement orders given by Secured Party and Account Holder. This Agreement does not create any obligation or duty of Escrow Agent other than those expressly set forth herein.

**9. Tax Reporting.** All income, gain, expense and loss recognized in the Account shall be reported to all taxing authorities under Account Holder's name and taxpayer identification number.

**10. Customer Agreement.** The terms of this Agreement will prevail if this Agreement conflicts with any other agreement between Escrow Agent and Account Holder, including, but not limited to, the Customer Agreement. Irrespective of any term of the Customer Agreement, this Agreement is governed by the internal laws of the State of Wisconsin. Account Holder agrees to (a) pay the Escrow Agent upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, and (b) pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including, without limitation reasonable attorney's fees and expenses, incurred or made by it in connection with the performance, modification and termination of this Agreement. The obligations set forth in this Section 10 shall survive the resignation, replacement or removal of the Escrow Agent or the termination of this Agreement.

**11. Termination.** The obligations of Escrow Agent under this Agreement shall continue until Secured Party has notified Escrow Agent that Escrow Agent is released from further obligation to comply with Secured Party's instructions regarding the Account.

12. **This Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning this subject matter.

13. **Amendments.** No amendment, modification or termination of this Agreement or waiver of any right shall be binding on any party unless it is in writing and is signed by the party to be charged.

14. **Severability.** If any term of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid or unenforceable term were omitted.

15. **Successors.** The terms of this Agreement are binding upon, and inure to the benefit of, the parties and their respective successors or heirs and personal representatives.

16. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error-free receipt is received or 2 days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed in the case of mail or electronic transmission or delivered in the case of personal delivery to the party at the address set forth next to such party's name below. Any party may change that party's address for notices in the manner set forth above.

<i>If to</i>	Comptroller	<i>Copy to:</i>	General Manager
<i>Account</i>	City of Menasha		Menasha Utilities
<i>Holder:</i>	140 Main Street		P.O. Box 340
	Menasha, WI 54952		Menasha, WI 54952-0340

<i>If to Secured</i>	General Counsel
<i>Party:</i>	WPPI Energy
	1425 Corporate Center Drive
	Sun Prairie, WI 53590

<i>If to Escrow</i>	First National Bank – Fox Valley
<i>Agent:</i>	P.O. Box 339
	320 Racine Street
	Menasha, WI 54952-0339
	Attn: Kathy Blumreich

17. **Choice of Law; Counterparts .** This Agreement is governed by the internal laws of the State of Wisconsin. This Agreement may be executed in one or more counterparts (including by means of facsimile or other electronic copy of a document), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed under seal as of the date and year first written above.

WITNESS/ATTEST:

WPPI ENERGY

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

CITY OF MENASHA, as a municipal electric utility, known as Menasha Utilities

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

ESCROW AGENT

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

**INVESTMENT PROPERTY CONTROL AGREEMENT  
(Lease Reserve Escrow Agreement)**

This Investment Property Account Control Agreement is entered by and among WPPI Energy ("Secured Party"), the City of Menasha, as a municipal electric utility, known as Menasha Utilities ("Account Holder") and First National Bank – Fox Valley ("Escrow Agent") as of April 1, 2011.

**Background**

Pursuant to the parties' Lease Reserve Escrow Agreement, Escrow Agent has established securities account number \_\_\_\_\_ in the name of Account Holder with \_\_\_\_\_ (the "Account"). Account Holder has granted Secured Party a security interest in the Account. Secured Party, Account Holder and Escrow Agent are entering into this Agreement to perfect Secured Party's security interest in the Account.

**Agreement**

In consideration of the Background, Escrow Agent, Account Holder and Secured Party agree as follows:

1. **Definitions.** For the purposes of this Agreement, "financial assets" includes all property held by Escrow Agent for Account Holder in the Account. "Security entitlement" means the rights and property interest of Account Holder with respect to financial assets held in the Account. An "entitlement order" means a notification communicated to Escrow Agent directing transfer or redemption of a financial asset. Escrow Agent will treat all property held in the Account as financial assets under Article 8 of the Uniform Commercial Code of Wisconsin.

2. **The Account.** Escrow Agent represents and warrants that Escrow Agent has not agreed with any party, other than Account Holder and Secured Party, to comply with entitlement orders concerning the Account and Escrow Agent does not know of any claim to or interest in the Account, other than the interests of Secured Party and Account Holder.

3. **Priority of Lien.** Escrow Agent shall not advance margin or loan monies to Secured Party for purposes of the Account. Escrow Agent waives any encumbrances, claims and rights of setoff it may have against the Account or any financial asset or credit balance in the Account and agrees that it will not assert any encumbrance or claim against the Account or any financial asset or credit balance in the Account. Escrow Agent will not agree with any person other than Account Holder and Secured Party as provided herein to comply with entitlement orders concerning the Account given by that person.

4. **Control.** Escrow Agent shall comply with entitlement orders given by Secured Party concerning the Account without the consent of Account Holder.

**5. Account Holder's Authority to Trade and Vote.** Either Account Holder (or a third party on account of Account Holder) will deposit a zero-coupon U.S. Treasury bill with a 20-year term and a face value of \$300,000 at maturity in April 2031 ("Zero Bond") in the Account. It is the intention of Account Holder and Secured Party that the Escrow Agent hold such Zero Bond that is deposited until maturity, unless an event of default under the Lease as provided in the Lease Reserve Escrow Agreement or a Termination Notice is delivered as provided in the Lease Reserve Escrow Agreement. Escrow Agent may make trades of the Zero Bond or any other financial assets only upon the joint written direction of Account Holder and Secured Party. Except for permitting a withdrawal or payment in violation of Section 6 below or advancing margin or other credit to Account Holder in violation of Section 3 above, Escrow Agent has no liability to Secured Party for making trades at the direction of Account Holder and Secured Party.

**6. No Withdrawals.** Escrow Agent shall not comply with any entitlement order from Account Holder withdrawing any financial assets from the Account, deliver any financial assets to Account Holder or pay any free credit balance or other amount owing from Escrow Agent to Account Holder without written consent of the Secured Party.

**7. Statements and Confirmations.** Escrow Agent will send copies of all statements, confirmations and other correspondence concerning the Account to Secured Party at Secured Party's address set forth below in this Agreement.

**8. Responsibility of Escrow Agent.** Escrow Agent shall have no liability to Account Holder for complying with entitlement orders given by Secured Party and Account Holder. This Agreement does not create any obligation or duty of Escrow Agent other than those expressly set forth herein.

**9. Tax Reporting.** All income, gain, expense and loss recognized in the Account shall be reported to all taxing authorities under Account Holder's name and taxpayer identification number.

**10. Customer Agreement.** The terms of this Agreement will prevail if this Agreement conflicts with any other agreement between Escrow Agent and Account Holder, including, but not limited to, the Customer Agreement. Irrespective of any term of the Customer Agreement, this Agreement is governed by the internal laws of the State of Wisconsin. Account Holder agrees to (a) pay the Escrow Agent upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, and (b) pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including, without limitation reasonable attorney's fees and expenses, incurred or made by it in connection with the performance, modification and termination of this Agreement. The obligations set forth in this Section 10 shall survive the resignation, replacement or removal of the Escrow Agent or the termination of this Agreement.

**11. Termination.** The obligations of Escrow Agent under this Agreement shall continue until Secured Party has notified Escrow Agent that Escrow Agent is released from further obligation to comply with Secured Party's instructions regarding the Account.

12. **This Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning this subject matter.

13. **Amendments.** No amendment, modification or termination of this Agreement or waiver of any right shall be binding on any party unless it is in writing and is signed by the party to be charged.

14. **Severability.** If any term of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid or unenforceable term were omitted.

15. **Successors.** The terms of this Agreement are binding upon, and inure to the benefit of, the parties and their respective successors or heirs and personal representatives.

16. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error-free receipt is received or 2 days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed in the case of mail or electronic transmission or delivered in the case of personal delivery to the party at the address set forth next to such party's name below. Any party may change that party's address for notices in the manner set forth above.

<i>If to</i>	Comptroller	<i>Copy to:</i>	General Manager
<i>Account</i>	City of Menasha		Menasha Utilities
<i>Holder:</i>	140 Main Street		P.O. Box 340
	Menasha, WI 54952		Menasha, WI 54952-0340

<i>If to Secured</i>	General Counsel
<i>Party:</i>	WPPI Energy
	1425 Corporate Center Drive
	Sun Prairie, WI 53590

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<i>Agent:</i>	P.O. Box 339
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WITNESS/ATTEST:

WPPI ENERGY

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

CITY OF MENASHA, as a municipal electric utility, known as Menasha Utilities

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

ESCROW AGENT

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)