

CONSENT AND MUTUAL WAIVER

This CONSENT AND MUTUAL WAIVER (this "Agreement") is entered into as of this ____ day of _____, 2015 between Milwaukee County, a municipal corporation existing under the laws of the State of Wisconsin ("County"), Milwaukee Regional Medical Center Thermal Service, Inc. ("Thermal") and Wisconsin Electric Power Company, a Wisconsin corporation ("WEPCO").

RECITALS

WHEREAS, on December 2, 1996, County conveyed to WEPCO certain real property related to the Milwaukee County power plant, located in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, as more particularly described on Exhibit A attached hereto (the "Real Estate") pursuant to a Quit Claim Deed, Option and Right of First Refusal recorded with the Milwaukee County Register of Deeds on December 3, 1996 on Reel 3939, Images 1480-1497 as Document No. 7298266, as corrected by the Correction Deed dated as of June 1, 1997, by and between the County and WEPCO, which was recorded with the Milwaukee County Register of Deeds on July 9, 1997 on Reel 4091, Images 815-820 as Document No. 7390971 (the "Deed");

WHEREAS, WEPCO and WISVEST LLC, a Wisconsin limited liability company formerly known as WISVEST Corporation ("WISVEST"), have entered into discussions with Thermal, whereby WISVEST and WEPCO may sell certain assets to Thermal, including the Milwaukee County Power Plant, portions of the Real Estate and certain assets used to provide steam and chilled water service (the "Proposed Transaction"); and

WHEREAS, in connection with the closing of the Proposed Transaction, WEPCO, County and Thermal each desire to irrevocably waive certain rights under the Deed.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENTS

1. Waiver of Option and Right of First Refusal. Contingent and effective upon the closing of the Proposed Transaction, and in consideration of the waivers set forth in Section 2, WEPCO and Thermal each hereby irrevocably waive the "Option to Purchase" (described in Sections 4-6 of the Deed and the paragraph immediately preceding such Sections) and the "Right of First Refusal" (described in Sections 7-9 of the Deed and the paragraph immediately preceding such Sections) set forth in the Deed. The Option to Purchase and Right of First Refusal shall be terminated, and of no further force or effect, upon the closing of the Proposed Transaction.

2. Waiver of Option to Reacquire and Retained Right of First Refusal. Contingent and effective upon the closing of the Proposed Transaction, and in consideration of the waivers set forth in Section 1, County hereby irrevocably waives the "Grantor's Retained Option to Reacquire" (described in Sections 10-14 of the Deed and the paragraph immediately preceding

such Sections) and the "Grantor's Retained Right of First Refusal" (described in Sections 15-17 of the Deed and the paragraph immediately preceding such Sections) set forth in the Deed. Grantor's Retained Option to Reacquire and Grantor's Retained Right of First Refusal shall be terminated, and of no further force or effect, upon the closing of the Proposed Transaction.

3. Miscellaneous.

a. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

b. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors in interest and assigns.

c. Counterparts/Facsimile. This Agreement may be executed in any number of counterparts and delivered by facsimile or other electronic means, each of which shall be deemed to be an original instrument and all of which taken together shall constitute a single instrument.

d. Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all of the parties hereto. This Agreement contains the entire agreement between the parties relating to the subject matter contained herein.

e. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Wisconsin without regard to its conflict of laws principles.

f. Recordation. Upon the consummation of the Proposed Transaction, any of the parties to this Agreement shall be entitled to record this Agreement with the Milwaukee County Register of Deeds.

[Signature pages follow]

Exhibit A

Real Property

That part of the Southeast ¼ of Section 20, the Southwest ¼ of Section 21, the Northwest ¼ of Section 28 and the Northeast ¼ of Section 29, Town 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Section 20; thence North 86° 24' 32" East, 300.94 feet to the point; thence South 00° 41' 00" East 59.01 feet to a point of beginning of land to be described; thence South 82° 07' 22" West 784.10 feet to a point; thence North 01° 35' 22" West 923.68 feet to a point; thence North 87° 54' 17" East 305.00 feet to a point; thence North 01° 35' 22" West 153.00 feet to a point; thence North 89° 00' 00" East 340.10 feet to a point; thence South 01° 20' 44" East 467.34 feet to a point; thence South 18° 26' 14" East 312.20 feet to a point; thence South 30° 25' 05" East 99.51 feet to a point; thence South 00° 41' 00" East 136.71 feet to the point of beginning.