

**Promissory Note**

**[\$15,062.76]**

**[July \_\_, 2012]**

For value received, the undersigned, City of Menasha, Wisconsin (“Borrower”), whose mailing address is 140 Main Street, Menasha, Wisconsin 54952, promises to pay to the order of WPPI Energy (“WPPI”), whose mailing address is 1425 Corporate Center Drive, Sun Prairie, Wisconsin 53590-9109, the principal sum of **\$15,062.76** (the “Loan”), together with interest on the principal sum from the date of this Promissory Note until paid in full, at the rate and at the times described in this Promissory Note.

1. Interest Rate. No interest shall accrue on the unpaid principal balance of the Loan until April 6, 2016. So long as no Event of Default (as defined below) has occurred, interest shall accrue starting on April 6, 2016 on the unpaid principal balance of the Loan at a rate equal to three percent (3%) per annum. From and after the occurrence of an Event of Default, interest will accrue on the unpaid principal balance of the Loan and on accrued interest outstanding from time to time under the Loan Documents at a rate of eighteen percent (18%) per annum, until the Event of Default is cured to the reasonable satisfaction of Lender.

2. Payments. No monthly installment payments shall be due to WPPI until May 6, 2016. Commencing on May 6, 2016, Borrower shall make sixty (60) monthly installment payments of principal and interest to WPPI totaling \$270.66 (the “Monthly Amount Due”). WPPI shall invoice Borrower on a monthly basis, and the due date of the invoice shall be the 6<sup>th</sup> day of each calendar month. If the due date falls on a holiday or weekend, payments shall be remitted on the first business day after the due date. All payments of principal and interest shall be made in lawful money of the United States of America and remitted to WPPI’s banking institution by the due date, or as may be otherwise designated by WPPI from time to time in writing. Unless otherwise agreed to in writing, or otherwise required by applicable law, payments will be applied first to accrued, unpaid interest, then to any unpaid collection costs, late charges and other charges, and any remaining amount to principal, provided however, upon delinquency or another Event of Default, WPPI reserves the right to apply payments among principal, interest, late charges, collection costs and other charges at its discretion.

3. Final Payment. The unpaid principal balance of the Loan, all accrued and unpaid interest, if any, and all other sums due and payable under this Promissory Note, if not sooner paid, shall be paid to WPPI in full on April 6, 2021 (the “Maturity Date”).

4. Prepayment. The Loan may be prepaid in full or in part at any time without penalty.

5. Loan Agreement. This Promissory Note is given pursuant to and is subject to the terms of the Closing Agreement dated as of April 6, 2011 between Borrower and WPPI (the “Closing Agreement”) and as contemplated in the Loan

Agreement dated as of April 6, 2011 (the "Loan Agreement"). The terms and conditions of the Loan Agreement apply to this Promissory Note.

6. General Obligation Debt. For the prompt payment of this Promissory Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of Borrower are hereby irrevocably pledged. This Promissory Note is issued for a public purpose, pursuant to the provisions of Section 67.04(1)(b), Wisconsin Statutes, all as authorized by Borrower's Governing Body.

7. Default and Remedies. At the option of WPPI, the occurrence of one or more of the following shall constitute a default by Borrower under this Promissory Note (an "Event of Default"):

(a) Borrower fails to make any payment to WPPI when due, whether by acceleration or otherwise, under this Promissory Note, and that failure is not cured within the time period (in no event shorter than three (3) business days) specified in a notice thereof given by WPPI to Borrower; or

(b) Borrower is in default beyond any applicable notice and cure period under the Loan Agreement.

Without limiting any rights and remedies of WPPI at law, in equity or under the Loan Agreement, at the election of WPPI upon the occurrence of an Event of Default, the principal balance of the Loan remaining unpaid, together with accrued interest thereon, shall become immediately due and payable. Borrower agrees to pay all costs of collection when incurred, whether suit be brought or not, including reasonable attorneys' fees and costs of suit and preparation therefore, and to perform and comply with each of the covenants, conditions, provisions and agreements of the Borrower contained in this Promissory Note and the Loan Agreement. The rights and remedies herein specified are cumulative and are not exclusive of any rights or remedies that WPPI would otherwise have.

8. Maximum Rate of Interest. No provision of this Promissory Note, the Closing Agreement or the Loan Agreement will be deemed to require Borrower to pay or be liable for the payment of interest in excess of the maximum legal rate of interest (if there is any maximum) allowable under applicable law. If for any reason interest in excess of the maximum legal rate of interest is paid under this Promissory Note, as a result of acceleration or otherwise, the excess will constitute and be treated as a payment of principal under this Promissory Note, and will reduce the principal balance of this Promissory Note by the amount of the excess, or if in excess of the principal balance, the excess will be refunded to Borrower.

9. Waivers.

(a) Borrower hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest, and diligence in collection. Borrower hereby agrees that WPPI may: (i) extend the time of payment of the amounts outstanding or due under this Promissory Note; (ii) reduce the payments on this Promissory Note; (iii) release anyone liable for any of the amounts outstanding or due under this Promissory Note; (iv) accept a renewal of this Promissory Note; (v) join in any extension or subordination agreement with respect to the indebtedness evidenced by this Promissory Note; or (vi) agree in writing with Borrower to modify the rate of interest of this Promissory Note. Maker further waives, to the extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this Promissory Note.

(b) Borrower hereby agrees that none of actions specified in the preceding paragraph shall: (i) affect the obligation of Borrower to pay the outstanding principal balance of this Promissory Note and to observe the covenants of Borrower contained in this Promissory Note and the Loan Agreement; (ii) require the giving notice to, or the obtaining the consent from, Borrower, or the successors or assigns of Borrower; or (iii) result in the incurrence of any liability on the part of WPPI.

(c) Neither (i) the failure of WPPI to exercise its option to accelerate this Promissory Note when that option becomes available, nor (ii) any delay or omission on the part of WPPI in exercising any right hereunder or under the Loan Agreement, shall operate as a waiver of that option and right or of any other right hereunder or under the Loan Agreement. WPPI's acceptance of any payment or partial payment after the occurrence of an event of default, even though marked "Payment in Full," shall not constitute waiver of the default or WPPI's rights and remedies upon such default. No waiver by WPPI shall be effective unless it is in writing, signed by WPPI.

10. Choice of Law. This Promissory Note and any proceedings on it shall be governed and construed in all respects and under all circumstances by the laws of the State of Wisconsin.

11. Severability. If any provision of this Promissory Note or any application of that provision is declared by a court of competent jurisdiction to be invalid or unenforceable, that invalidity or unenforceability shall not affect any other application of that provision nor the balance of the provisions of this Promissory Note which shall, to the fullest extent possible, remain in full force and effect, and such court shall reform such unenforceable provision so as to give the maximum permissible effect to the intentions of the parties as expressed therein.

12. Notices. Whenever WPPI or Borrower desires to give any notice to the other, it shall be sufficient for all purposes if the notice is personally delivered, sent by registered or certified United States mail, postage prepaid, or sent by nationally recognized overnight courier, addressed to the intended recipient at the address listed at the beginning of this Promissory Note for the Borrower, or such other address as hereafter specified in writing, and for WPPI at the address listed at the beginning of this Promissory Note, or such other address as hereafter specified in writing.

13. Successors. Borrower includes any successors, heirs, representatives, or assigns of Borrower, provided that Borrower may not assign or transfer its interest or obligations under this Promissory Note, the Closing Agreement or the Loan Agreement without the prior written consent of WPPI, which consent may be withheld in the sole discretion of WPPI. All rights, powers, privileges and immunities herein granted to WPPI shall extend to its successors and assigns and any other legal holder of this Promissory Note, with full right by WPPI to assign and/or sell the same.

[Signature Page Follows]

**EXECUTION COPY**

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

CITY OF MENASHA

By:

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: Tuesday, June 05, 2012  
Time: 09:49AM  
User: NSNYDER

**WPPI Energy**  
**Detail General Ledger - Standard**

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Report: 01620.rpt  
Company: 05

Periods: 04-11 Through 05-12 As of: 6/5/2012    Ledger ID:    ACTUAL

	Jrnl	Tran	Bat	Per	Ref	ReQ	Tran	Tran	Beginning	Debit	Credit	Ending
	Type	Type	Nbr	Ent	Nbr	Nbr	Date	Description	Balance	Amount	Amount	Balance
Acct:	1830		183 PRELIM SURVEY-LEGAL				Sub: 500-146		LEGAL   MENASHA			
GJ	GL	001916	04-11	JE-2758			4/6/2011	move est 4/30/11 balance to re		0.00	432,795.88	
AP	VO	002955	04-11	016322	20074		4/7/2011	STAFFORD ROSENBAUM	SATHOMPSON	54,956.84	0.00	
							Period 04-11	Total	365,839.04	54,956.84	432,795.88	-12,000.00
AP	VO	003063	05-11	016820	20596		5/4/2011	STAFFORD ROSENBAUM	SATHOMPSON	16,143.62	0.00	
							Period 05-11	Total	-12,000.00	16,143.62	0.00	4,143.62
AP	VO	003195	06-11	017466	21206		6/7/2011	STAFFORD ROSENBAUM	SATHOMPSON	3,970.88	0.00	
							Period 06-11	Total	4,143.62	3,970.88	0.00	8,114.50
AP	VO	003279	07-11	017943	21824		7/8/2011	STAFFORD ROSENBAUM	SATHOMPSON	1,605.00	0.00	
							Period 07-11	Total	8,114.50	1,605.00	0.00	9,719.50
AP	VO	003389	08-11	018461	22404		8/16/2011	STAFFORD ROSENBAUM	SATHOMPSON	1,268.50	0.00	
							Period 08-11	Total	9,719.50	1,268.50	0.00	10,988.00
AP	VO	003451	09-11	018752	22805		9/7/2011	STAFFORD ROSENBAUM	SATHOMPSON	324.50	0.00	
							Period 09-11	Total	10,988.00	324.50	0.00	11,312.50
AP	VO	003566	10-11	019450	23506		10/14/2011	STAFFORD ROSENBAUM	SATHOMPSON	443.78	0.00	
							Period 10-11	Total	11,312.50	443.78	0.00	11,756.28
							Period 11-11	Total	11,756.28	0.00	0.00	11,756.28
GJ	GL	002342	12-11	JE-3147			12/31/2011	Reclass Stafford Rosemnbaum in		0.00	12,170.38	
AP	VO	003669	12-11	020119	24251		11/28/2011	STAFFORD ROSENBAUM	SATHOMPSON	414.10	0.00	
							Period 12-11	Total	11,756.28	414.10	12,170.38	0.00
							Period 13-11	Total	0.00	0.00	0.00	0.00
							Period 01-12	Total	0.00	0.00	0.00	0.00
AP	VO	003871	02-12	021335	25608		2/7/2012	STAFFORD ROSENBAUM	SATHOMPSON	1,893.00	0.00	
							Period 02-12	Total	0.00	1,893.00	0.00	1,893.00
AP	VO	004000	03-12	022053	26445		3/29/2012	STAFFORD ROSENBAUM	SATHOMPSON	33.18	0.00	
							Period 03-12	Total	1,893.00	33.18	0.00	1,926.18
							Period 04-12	Total	1,926.18	0.00	0.00	1,926.18
GJ	GL	002565	05-12	JE-3360			5/31/2012	Stafford Rosenbuam - Jan 2012		381.50	0.00	
AP	VO	004111	05-12	022577	26866		4/23/2012	STAFFORD ROSENBAUM	SATHOMPSON	277.70	0.00	
AP	VO	004147	05-12	022774	27196		5/9/2012	STAFFORD ROSENBAUM	SATHOMPSON	307.00	0.00	
							Period 05-12	Total	1,926.18	966.20	0.00	2,892.38

Date: Tuesday, June 05, 2012  
Time: 09:49AM  
User: NSNYDER

**WPPI Energy**  
**Detail General Ledger - Standard**

Page: 2 of 2  
Report: 01620.rpt  
Company: 05

Periods: 04-11 Through 05-12 As of: 6/5/2012 Ledger ID: ACTUAL

Jrnl	Tran	Bat	Per	Ref	ReQ	Tran	Tran	Beginning	Debit	Credit	Ending	
Type	Type	Nbr	Ent	Nbr	Nbr	Date	Description	Balance	Amount	Amount	Balance	
						Sub	500-146	Total	365,839.04	82,019.60	444,966.26	2,892.38
						Acct	1830	Total	365,839.04	82,019.60	444,966.26	2,892.38
Total					Assets			365,839.04	82,019.60	444,966.26	0.00	

^ Indicates the period entered is different from the period posted.

\* Indicates there are no GL transactions to support summarized AcctHist period activity.

\*\* Indicates the calculated period ending balance does not match the YTD balance on AcctHist.

\*\*\* Indicates the calculated account balance does not match the account balance on AcctHist.

# Indicates Assets do not match Liabilities or Net Income does not equal the YTD Net Income account.