

[WEC Energy Group Letterhead]

9/18/17  
~~August~~ 1, 2017

All-Circo, Inc.  
670 N. Clark St., 4<sup>th</sup> Floor  
Chicago, IL 60654  
Attn: John Kelly, Jr.

**RE: Consulting Letter Agreement**

Dear John:

This consulting letter agreement ("**Agreement**") dated as of the date hereof ("**Effective Date**") is intended to memorialize the retention of All-Circo, Inc. ("**Consultant**") to perform Services (as hereinafter defined) for WEC Energy Group, Inc. and its subsidiaries (collectively, the "**Company**"). Consultant and Company may each be referred to as a "**Party**" and collectively Consultant and Company may be referred to as the "**Parties**".

1. Scope of Services and Standard of Care. (a) Subject to the terms and conditions set forth in this Agreement, Consultant shall undertake consulting and professional services as directed and requested by the Company related to certain governmental and public affairs interests of Company in the state of Illinois (the "**State**") (collectively, the "**Services**"). Consultant agrees that the Services may include, without limitation, monitoring and advocating Company's position on legislative and regulatory developments before the state legislature, the executive branch and any other associated entities which Company and/or Consultant deem appropriate. Such Services shall include, without limitation, monitoring proposed and pending legislation, including hearings, working with Company to formulate a lobbying strategy, arranging for Company to meet with appropriate public officials and their staffs, attending meetings and participating in telephone conferences with Company. Consultant shall notify Company via telephone or email promptly upon the occurrence of any material event affecting Company's interests in the State.

(b) Consultant warrants and represents that it shall perform the Services in accordance with: (i) the standards of care, diligence, skill and judgment normally exercised by professionals with respect to services of a similar nature; (ii) recognized and sound consulting practices, procedures and techniques; and (iii) all applicable codes, laws, rules, regulations, orders, ordinances and standards of federal, state, regional, local and municipal governmental agencies, and all standards, rules, regulations and orders issued by such agencies.

(c) Consultant further warrants and represents that it has not and will not give (or receive or authorize, offer or promise to give) payment or anything of value, either directly or indirectly, to or from any person not a party to this Agreement the receipt of which (i) is or may be intended for the purposes of rewarding, inducing or influencing, or (ii) rewards, induces or influences an act, decision or recommendation in connection with the performance of the Services, work product or other deliverable thereunder. For the purposes of the foregoing sentence, the phrase "anything of value" includes, but is not limited to: the receipt or promise of commissions, financial or ownership interests; assistance in obtaining or retaining business for or with Consultant. If during the Term of this Agreement Consultant believes that that entering into an arrangement may be in violation of this Section 1(c), then Consultant may contact Company's designated representative identified herein to resolve any possible conflict.

(d) The representations and warranties contained in this Section 1 shall survive the termination or expiration of this Agreement.

2. Term and Termination. (a) The term of this agreement shall be from the Effective Date until the one year anniversary thereof ("Term"), unless terminated as provided herein. Each Party may, upon written notice to the other Party, and without prejudice to any remedy available to such Party under law, in equity or under this Agreement, terminate this Agreement without termination charge, penalty or obligation in the event a Party fails to perform a material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than fifteen (15) days after written notice from the non-breaching Party specifying the nature of such default. Notwithstanding the foregoing, Company shall have the right to terminate this Agreement for its convenience in whole or in part at any time, upon written notice to Consultant. In the event of such termination, Consultant shall be paid for the Services provided and completed through the termination date.

(b) The Parties also acknowledge that this Agreement, subject to any amendment thereto, may be continued in future months or years. However, such continuation is subject to approval by both Parties in a written amendment to this Agreement.

3. Performance. It is understood by the Parties hereto that Consultant shall be solely responsible for performance of this Agreement and that such professional representation shall be performed after consultation and in accordance with the directives of Company. Consultant will provide the service of John Kelly, Jr. as well as the staff of Consultant in order to meet this requirement.

4. Fee. (a) The fee for Services under this Agreement shall be a fixed monthly retainer in the amount of \$10,000. The fixed retainer shall be Consultant's sole compensation for the Term of this Agreement.

(b) Company shall reimburse Consultant for reasonable travel, lodging and meal expenses incurred by Consultant in performance of the Services at direct, actual cost (actual costs are amounts actually disbursed, excluding overheads and any other mark-ups). Upon request, Consultant shall demonstrate to Company that such expenses are necessary for the performance of the Services or that Company specifically authorized such expenses.

(c) Consultant will provide an invoice for the Services to Company on a monthly basis. All payments due hereunder shall be paid within 45 days of receipt of an invoice. Itemized bills submitted for expenses or incurred for travel undertaken at the direction of Company shall be separate from and in addition to Consultant's monthly bill.

(d) Consultant shall maintain books and records supporting all costs for Services performed under this Agreement. During Consultant's normal business hours for the duration of this Agreement and any amendment hereto, and for a period of two (2) years thereafter, Company shall have access to such books and to all other records of Consultant as required to verify reimbursable costs and to otherwise ensure compliance with the terms of this Agreement.

5. Confidentiality. (a) Consultant agrees to hold Confidential Information in strict confidence and agrees that it shall not disclose Confidential Information without prior written consent of Company. For purposes of this Agreement, "Confidential Information" shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, or visual) and whether prepared by Company or its affiliates or their respective officers, directors, agents and employees or otherwise which is disclosed to Consultant in connection with the Services provided under this Agreement and including, but not limited to (i) all reports, analyses, notes or other information that are based on, contain or reflect any such Confidential Information, (ii) existing or contemplated products, services, technology, processes, research, training materials, policies, procedures, standards or product developments of Company or any customer or supplier of

Company thereof, (iii) trade secrets of Company, (iv) business plans, sales or marketing methods, methods of doing business, customer lists, customer usages and/or requirements, supplier information of Company thereof or any customer or supplier of Company thereof; and (v) any business, marketing, technical, or scientific information including, but not limited to, data records, training manuals, policies, procedures, standards of conduct, plans, specifications, business strategy documents, business events information, competitor lists, employee demographics, business organization design, values and mission statements, current projects, exit interview and call center content logs, compensation plans, key performance measures, and other proprietary documents, transmitted in any format, related to the business of Company.

(b) Confidential Information shall not be used for any purpose other than to analyze, implement or complete the Services.

(c) Confidential Information shall not include: (i) information which is or becomes publicly available other than as a result of a violation of this Agreement; (ii) information which is or becomes available on a non-confidential basis from a source which is not known to Consultant to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Company; or (iii) information which Consultant can demonstrate was legally in its possession prior to disclosure by Company.

(d) In the event that Consultant is requested or required by legal or regulatory authority to disclose any Confidential Information, Consultant shall promptly notify Company of such request or requirement prior to disclosure so that Company may seek an appropriate protective order and/or waive compliance with the terms of this Agreement.

(e) Consultant hereby acknowledges and agrees that the breach or threatened breach of the covenants contained in this Section on the part of Consultant will cause irreparable harm, injury or damages to Company which shall entitle Company to injunctive relief and to otherwise secure the enforcement of the covenants contained in this Section without in any way or manner restricting Company's right to resort to other legal or equitable remedies.

(f) Upon the termination of this Agreement or at any time upon written request of Company, Consultant shall promptly deliver to Company or certify the destruction of, at Company's discretion, all Confidential Information and copies thereof and all other materials, including those of a secret or confidential nature, relating to Company's business that are in Consultant's possession or control.

(g) Consultant's obligations of confidentiality contained in this Section 5 shall survive the termination of this Agreement and shall remain in effect following termination of this Agreement until such time as the Confidential Information would be excluded under Section 5(c); provided, however, the Parties agree that each Parties' trade secrets will remain in effect for as long as such information remains a trade secret under applicable state law where the Services are performed.

(h) Consultant shall not make any public disclosures regarding Company or its affiliates, or the nature of the effort for which it is performing Services without the prior written approval of Company, except as may be required by State reporting requirements for "contract lobbyists".

6. Limitation of Liability. Except as it relates to the unauthorized disclosure of Company Confidential Information or any indemnification obligations set forth herein, in no event shall either Party be liable to the other Party, whether in contract, tort or otherwise, for payment of any special, indirect, incidental, consequential or similar damages. Notwithstanding anything contained herein, Company's total aggregate liability to Consultant for any direct damages shall be limited to the fees paid to Consultant as of the date of the claim giving rise to the claim. This Section 6 shall survive the termination or expiration of this Agreement.

7. Independent Contractor. Consultant agrees to perform Services as an independent contractor and not as a subcontractor, agent or employee of Company or its affiliates. Company retains no control or direction over Consultant, its employees or over the detail, manner or methods of performance of Services. Consultant is not granted any right or authority or responsibility expressed, implied or apparent on behalf of or in the name of Company to bind or act on behalf of Company.

8. Taxes. Consultant is responsible for and shall pay all taxes due under this Agreement, if any, including all present applicable state sales and use taxes and all present or future import duty, federal, state, county, municipal or other excise or similar taxes levied with respect to the Services. Consultant expressly agrees that Company shall incur no liability or expense under this Agreement due to change in tax or duty requirements, excluding applicable state sales and use tax. Any increase in taxes or duties, excluding applicable sales and use tax, shall be at the expense of Consultant and not Company. In no event shall Company be required to pay any tax levied on or determined by Consultant's income, taxes expressly designed to be paid solely by Consultant or licenses and permits required for Consultant to conduct business. Company shall not be obligated to pay, and shall be immediately reimbursed by Consultant if Company does pay, any taxes, including penalties or interest charges levied or assessed by reason of any failure of Consultant to comply with this Agreement, applicable laws or governmental regulations, and Consultant shall indemnify and hold Company harmless from the payment of any and all such taxes, penalties and interest.

9. Legal Services. Company acknowledges that Consultant is not a law firm and will not provide legal advice to Company under this Agreement.

10. Registration. Consultant shall be responsible, at its expense, for compliance with all applicable registration requirements, which shall include, without limitation, State lobbyist registration for staff and the corporate entity (as applicable), and all other applicable reporting requirements under State statutes. Consultant shall provide Company such information as Company may request in order for it to comply with its reporting requirements of a "principal" under the State statutes. As such, Consultant will register on behalf of Company, and Company will be responsible for payment of the appropriate principal registration fees and lobbyist registration fees.

11. Conflict of Interest. As of the Effective Date, Consultant is not aware of any situation which would pose a conflict of interest with respect to the Services provided by Consultant to Company. Consultant agrees to immediately inform Company upon becoming aware of any situation that poses a conflict of interest with respect to the Services provided by Consultant to Company. In no event will any principal or employee of Consultant engage in any activity related to the business activity of Company which is either explicitly or implicitly in conflict with the position of Company.

12. No Benefits. Consultant acknowledges that neither Consultant, nor its employees or agents are employees of Company or its affiliates and therefore are not entitled to receive or participate in any benefit program of Company or its affiliates including any life, health, disability, retirement or other program that may from time to time be in place.

13. Non-exclusivity. The Parties agree that this Agreement is not exclusive. Consultant may perform professional lobbying and consulting services for other clients, so long as such other interests are not in conflict with, or adverse to Company's interests for which Consultant is providing services hereunder. Consultant may also employ other consultants to perform similar services for Company, provided that Consultant shall not employ such third parties except with the prior written approval of Company, which shall be given only in the exercise of Company's sole discretion.

14. Work Product. (a) Consultant and Company agree and acknowledge that Company, not the Consultant, shall own all rights (including all intellectual property rights such as patents, copyrights, and trademarks), title and interest to any and all Deliverables resulting from Services performed under this Agreement. For purposes of this Agreement, "Deliverables" shall mean all work product, documentation and



any other materials developed or delivered to Company by Consultant in connection with this Agreement. Consultant agrees that all Deliverables resulting from the Services performed shall be considered work made for hire. Consultant hereby assigns all rights (including all intellectual property rights), title and interest in the Deliverables resulting from this Agreement. At the request of Company, Consultant shall, without further consideration, execute all papers and documents and perform all other acts necessary or appropriate to evidence or further document Company's ownership of the Deliverables.

(b) Company Preexisting Intellectual Property shall belong exclusively to Company. For purposes of this Agreement, "**Company Preexisting Intellectual Property**" means individually and collectively all Company Confidential Information, inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to, computer software, both object and source code, databases, methodologies and works of authorship, which were in existence, prior to Consultant's performance of the Services under this Agreement developed or owned by Company and disclosed or supplied to Consultant in connection with this Agreement.

(c) Consultant Preexisting Intellectual Property shall belong exclusively to Consultant, provided that such intellectual property rights of Consultant shall not extend to any portion of Company's Confidential Information which is incorporated into Consultant Preexisting Intellectual Property. For purposes of this Agreement, "**Consultant Preexisting Intellectual Property**" means individually and collectively, all Consultant inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to, computer software, both object and source code, databases, methodologies and works of authorship, which were in existence prior to Consultant's performance of the Services under this Agreement. Company shall retain ownership of any Confidential Information which is incorporated into Consultant Preexisting Intellectual Property, and any conclusions or recommendations therein which are specific to Company and not of general utility.

(d) To the extent that any of Consultant Preexisting Intellectual Property is embedded in Deliverables provided to Company in connection with the Services performed under this Agreement, Consultant hereby grants to Company a non-exclusive, irrevocable, perpetual, and royalty-free license to use Consultant Preexisting Intellectual Property to the extent necessary to permit Company to utilize the Deliverables provided by Consultant to Company pursuant to this Agreement.

15. Notices. Any notice, waiver or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by facsimile or electronic transmission, overnight delivery service or registered or certified mail, postage prepaid, return receipt requested, as follows:

If to Company:

WEC Energy Group, Inc.  
231 West Michigan Street – P456  
Milwaukee, WI 53203  
Attention: Robert M. Garvin  
Fax: 414-221-4719  
E-Mail: robert.garvin@wecenergygroup.com  
Telephone: 414-221-4704

If to Consultant:

All-Circo, Inc.  
~~670 N. Clark St., 4<sup>th</sup> Floor~~  
Chicago, IL 60654  
Attention: John Kelly, Jr.

616 Enterprise Drive, Suite 102A  
Oak Brook, IL 60523

Fax: 312-277-3939

E-Mail: jkelly@allcirco.com/jsevers@allcirco.com

Telephone: 312-750-9262

16. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin, excluding conflict of laws provisions.

17. Assignment. Consultant shall not assign, transfer or subcontract this Agreement or any of its obligations without the prior written consent of Company.

18. Headings. The headings in this Agreement are provided for convenience of reference only and shall not affect the construction of the text of this Agreement.

19. Non-Waiver. No waiver of any Section of this Agreement shall be deemed to be nor shall constitute a waiver of any other Section whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

20. Severability. If any Section of this Agreement shall be held or deemed to be invalid, inoperative or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

21. Survival. The obligations of the Parties hereunder which by their nature survive the termination of this Agreement and/or the completion of Services hereunder shall survive and inure to the benefit of the Parties. Those Sections of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of this Agreement and/or completion of the Services.

22. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties for the Services and supersedes any and all prior and contemporaneous agreements, representations, warranties and understandings, whether oral, written or implied, between the Parties as to the Services. No alteration or modification of any of the provisions of this Agreement shall be binding on the Parties unless in writing and signed by a duly authorized representative of each Party.

[SIGNATURES ON FOLLOWING PAGE]

If this Agreement is consistent with Consultant's understanding of our arrangement, then please execute where indicated. Please let me know if you have any questions regarding the Agreement.

Very truly yours,

WEC ENERGY GROUP, INC.



Robert M. Garvin

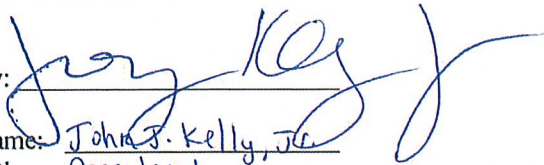
Executive Vice President – External Affairs

Date: ~~August~~, 2017

*Sept 18*

Signed and approved by Consultant:

ALL-CIRCO, INC.

By: 

Name: John J. Kelly, Jr.

Title: President

Date: 9/18/17