

## DEVELOPMENT AGREEMENT

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This Development Agreement ("Agreement") is made and entered into as of the 1<sup>st</sup> day of October 2013, by and between the MILWAUKEE ART MUSEUM, INC. (hereinafter referred to as "Museum"), MILWAUKEE COUNTY WAR MEMORIAL, INC. (hereinafter referred to as "WMC"), and MILWAUKEE COUNTY, a governmental subdivision of the State of Wisconsin ("County").

### RECITALS

WHEREAS, on even date herewith Museum and County are entering into a Lease Agreement ("Museum Lease") for certain Premises defined therein (the "Museum Premises"), which Museum Premises include certain lands, the Kahler Addition, portions of the Saarinen Building as described in the Lease, and once constructed, the East Atrium Addition and interior gallery space resulting from enclosure of the outdoor sculpture court.

WHEREAS, on even date herewith WMC and County are entering into a Lease Agreement ("WMC Lease") for certain Premises defined therein (the "WMC Premises"), which WMC Premises include certain lands and portions of the Saarinen Building as described in the Lease. The Museum Lease and the WMC Lease are, collectively, the "Leases."

WHEREAS, the Leases, together with certain other agreements described in the Leases, will supersede and replace all prior agreements, amendments, leases or subleases to which County, WMC, and Museum were parties relating to the use, possession and occupancy of the Museum Premises, WMC Premises, and surrounding land.

WHEREAS, Museum previously funded, constructed, and donated the Kahler Addition to the County.

WHEREAS, pursuant to the terms of this Agreement, Museum will fund, construct, and donate the East Atrium Addition (as hereinafter defined) to the County. County will accept such donation and Museum will thereafter occupy and use the East Atrium Addition and the other Museum Premises for Museum's use as a tenant under the Museum Lease.

WHEREAS, the Saarinen Building and the Kahler Addition are in need of certain repairs and improvements as identified in the September 2011 report prepared by the County's Department of Audit and in other independent reports prepared for Museum and WMC which generally include without limitation: (i) replacement of the HVAC system servicing the Kahler Addition and other

HVAC work related to the Saarinen Building; (ii) various structural repairs to the Saarinen Building and Kahler Addition; (iii) various other improvements and building envelope repairs to eliminate water infiltration into the Saarinen Building and the Kahler Addition; (iv) repair/replacement of the deck of the Saarinen Building, known as "Veterans Court"; and (v) repair of the outdoor stairwells, one of which is commonly known as the "Birdcage" (collectively, the "Planned Capital Improvements").

WHEREAS, Museum intends to perform the following repairs and improvements, some of which are needed to repair deficiencies identified in the September 2011 report prepared by the County's Department of Audit and in other independent reports prepared for Museum and WMC: (i) enclose the outdoor sculpture court and improve the interior space resulting from such enclosure for use as an art gallery; (ii) construct an east atrium entrance to the Museum on the lakeside of the Kahler Addition (the "East Atrium Addition"), which will serve in part to address existing deficiencies in the lakeside foundation and lakeside façade of the Kahler Addition; (iii) repair/replace the roof and deck of the Kahler Addition, known as "Fitch Plaza"; and (iv) reinstall Museum's permanent art collection located in the Kahler Addition and in those portions of the Saarinen Building leased to Museum (collectively, the "Museum Improvements").

WHEREAS, the Museum and WMC provide valuable cultural and educational activities, exhibits and educational programs for the public, and the Planned Capital Improvements and Museum Improvements are intended to correct known structural and maintenance deficiencies and to accommodate WMC's and Museum's current and future operational needs to enable WMC and Museum to continue providing such public contributions.

WHEREAS, the Planned Capital Improvements are integral to implementation of the Museum Improvements.

WHEREAS, the County will construct the Planned Capital Improvements and, at County's request, the Museum will construct the Museum Improvements. County will realize a substantial monetary benefit from having the Museum construct the Museum Improvements.

WHEREAS, given the integrated nature of the Planned Capital Improvements and Museum Improvements, the implementation of such improvements must be coordinated effectively between the County and Museum.

WHEREAS, pursuant to the cost allocation attached hereto as **Exhibit A** and made a part hereof (the "Construction Budget"), the cost of the Planned Capital Improvements is estimated to be Ten Million Dollars (\$10,000,000), which sum shall be funded by County.

WHEREAS, pursuant to the attached Construction Budget, the cost of the Museum Improvements is estimated to be Fifteen Million Dollars (\$15,000,000), which sum shall be raised and contributed by Museum to fund the cost of the Museum Improvements.

WHEREAS, pursuant to Resolution File No. 12-788 adopted by the County Board of Supervisors on November 14, 2012, the County has authorized and appropriated Two Million Two Hundred Dollars (\$2,000,200) to be applied to the cost of the Planned Capital Improvements. County has agreed to request authorization and appropriation in its 2014 through 2017 budgets in a cumulative amount of Seven Million Nine Hundred Ninety Thousand Eight Hundred Dollars (\$7,999,800), to be applied to the cost of the Planned Capital Improvements.

WHEREAS, the foregoing County contribution and appropriations include County administrative fees and costs, which the County may charge back to the County Project (as hereinafter defined) and which fees and costs include, but are not limited to, design, architectural and engineering, construction administration, inspection services, special County programs, printing and distribution, and other County administrative fees and costs attributable to the County Project ("County Administrative Costs").

WHEREAS, the County has been authorized to enter into this Agreement by Resolution File No. 13-647 adopted by the County Board of Supervisors on July 25, 2013.

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

## **AGREEMENT**

### **I. GENERAL PROVISIONS**

By executing this Agreement and the other agreements referenced in and required under this Agreement, the parties intend to set forth their understandings and agreements as to their respective responsibilities and implementation of the County Project and Museum Project (as such terms are hereinafter defined). In addition to the specific obligations set forth in this Agreement each of the parties agrees to fully cooperate and coordinate with each other in planning and constructing the County Project and Museum Project.

### **II. DESCRIPTION OF COUNTY PROJECT AND MUSEUM PROJECT**

2.1 County Project. The County Project consists of the Planned Capital Improvements as further described in the attached Construction Budget and the Critical Path Schedule which is attached as **Exhibit B** and made a part hereof (the "Critical Path Schedule"). The County Project will be implemented consistent with the terms and conditions of this Agreement.

2.2 Museum Project. The Museum Project consists of the Museum Improvements as further described in the Construction Budget and the Critical Path Schedule. The Museum Project will be implemented consistent with the terms and conditions of this Agreement.

### III. PROJECT MANAGEMENT; PLANS; CONSTRUCTION TIMELINE

3.1 Project Managers and Architects. There will be two (2) Project Managers (each a "Project Manager," and collectively, the "Project Managers"). The County and WMC (collectively) will appoint one project manager to act as the representative for County/WMC with respect to construction of the County Project. County's/WMC's Project Manager shall be Julie Bastin or her successor as designated by County. WMC may appoint an owner's representative ("WMC Owner's Rep") to participate in discussions with the County/WMC Project Manager regarding the Planned Capital Improvements; provided, however, that the cost or expense of WMC Owner's Rep shall be paid by WMC and shall not become a County Project Cost or a Museum Project Cost, and provided further that WMC Owner's Rep shall have no approval rights with respect to any approvals required under this Agreement. Museum will appoint one project manager to act as the representative for Museum with respect to construction of the Museum Project. Museum's Project Manager shall be Steven Chamberlin, the Chamberlin Group or his successor as designated by Museum. The architect of record for the Museum Project will be James Shield, HGA ("Museum's Architect"). The architect of record for the County Project will be Julie Bastin ("County's Architect"). The Museum's Architect and the County's Architect are, collectively, the "Architects."

#### 3.2 Plan and Bid Package Approval.

(a) Schematic drawings for the East Atrium Addition are described in the attached **Exhibit C** to this Agreement and made a part hereof (the "East Atrium Schematic Drawings"), and are hereby approved by Museum, WMC, and County. The design of the East Atrium Addition shall not be modified in the future from the design shown on the East Atrium Schematic Drawings in any manner that would interfere with or obstruct the view of Lake Michigan from Veteran's Court, Fitch Plaza or the Saarinen building. The Hybrid Engineering and Space Allocation Model is attached as **Exhibit D** and made a part hereof (the "Hybrid Engineering and Space Allocation Model").

(b) Museum and County agree to work cooperatively through their respective Project Managers to develop and finalize design development drawings, construction documents, disbursing

agreements, RFPs, RFQs, and bid packages together with all plans and specifications including the structural, architectural, mechanical, plumbing, electrical and other building systems for the County Project and Museum Project (collectively, "Plans"). The Plans shall be consistent with (i) existing plans for the Planned Capital Improvements, (ii) existing plans for the Museum Improvements, (iii) the Construction Budget, (iv) the Critical Path Schedule, (v) the East Atrium Schematic Drawings, (vi) the Hybrid Engineering and Space Allocation Model, (vii) the intent of the parties that the final design of the repair/replacement of the roof and deck of the Saarinen Building, known as "Veterans Court," will be integrated with the repair/replacement of the Fitch Plaza deck (associated with the East Atrium Addition); provided, however, the parties acknowledge that the scope of the Veteran's Court work is limited to the repair/replacement of the existing Veteran's Court deck (including possible upgrades negotiated by WMC with County), and (viii) other construction requirements, including but not limited to, those necessary to ensure that all safety, structural, indoor air quality, and water infiltration issues are addressed in the Plans.

(c) The Project Managers shall have the right to review and approve the Plans for both the County Project and the Museum Project in accordance with the requirements of Section 3.2(b) of this Agreement, such approval not to be unreasonably withheld, conditioned or delayed. Proposed Plans for the County Project will be provided to WMC or its designated representative upon request. Upon completion of Plans for each phase of the County Project or the Museum Project, as the case may be, and submission of such Plans to Project Managers, Project Managers shall have twenty-one (21) days after receiving the Plans to review and approve them in accordance with this Section or notify in writing each other, with the reasons for not approving the Plans and any requested changes. If a Project Manager does not provide such notice to the other Project Manager within twenty-one (21) days of receiving the Plans, such Project Manager shall be deemed to have approved the Plans. The Project Managers will work in good faith and with due diligence to resolve any disagreements regarding a proposed Plan. If the Project Managers cannot reach agreement regarding a proposed Plan within ten (10) days following delivery of written objections regarding such Plan, the County Executive shall, within ten (10) days following notification regarding such a dispute, select an independent third-party with sufficient architectural, engineering, and/or construction related experience and qualifications necessary to decide the disputed issue(s) (the "Arbiter"). Within ten (10) days following selection of the Arbiter, the Project Managers and Arbiter shall hold a meeting and the Project Managers shall present their respective positions regarding the disputed issue(s). The Arbiter shall attempt to mediate a resolution of the dispute, and in the absence of such resolution, the Arbiter shall issue a decision within five (5) days following the meeting with the Project Managers, and such decision shall be final and binding on all parties. The cost of the Arbiter shall be shared equally between County and Museum. The County Project and the Museum Project shall be constructed consistent with the approved Plans. The County Project, including County Administrative Costs, shall be funded by County in accordance with the Construction Budget, the

Critical Path Schedule, and this Agreement. The Museum Project shall be funded by Museum in accordance with the Construction Budget, the Critical Path Schedule, and this Agreement.

3.3 County Project Prime Contractor; Construction Contracts. Following approval of the Plans for the County Project in accordance with Section 3.2, above, the County Project will be managed by a prime contractor selected by County ("County Prime Contractor") in accordance with this Agreement. County will enter into the County Prime Contractor contract, and the County Prime Contractor will enter into all subcontracts necessary for construction and completion of the County Project. All other contracts necessary for the construction and completion of the County Project will be entered into by the County. The form and substance of the contract between County and County Prime Contractor for construction and completion of the County Project shall be approved by both Project Managers in accordance with Section 3.2, above. County shall make and Museum shall accept a collateral assignment of the architectural and construction contracts entered into by County for the County Project.

3.4 Museum Project Prime Contractor; Construction Contracts. Following approval of the Plans for the Museum Project in accordance with Section 3.2, above, the Museum Project shall be managed by a construction manager and/or prime contractor selected by Museum ("Museum Prime Contractor"). Museum will enter into the Museum Prime Contractor contract, and the Museum Prime Contractor will enter into all subcontracts necessary for construction and completion of the Museum Project. All other contracts necessary for the construction and completion of the Museum Project will be entered into by the Museum. The form and substance of the contract between Museum and Museum Prime Contractor for construction and completion of the Museum Project shall be approved by both Project Managers in accordance with Section 3.2 above. Museum shall make and County shall accept a collateral assignment of the architectural and construction contracts entered into by Museum for the Museum Project.

3.5 Project Progress Meetings. Beginning upon execution of this Agreement, and periodically, but not less than monthly, and upon five (5) days' notice sent by one Project Manager to the other, the Project Managers, County Prime Contractor, Museum Prime Contractor, and Architects, or any or all of them, shall meet at the Project site, or such other location mutually agreed to by the parties, to discuss the progress of the County Project and/or Museum Project and any issues of concern. The County/WMC Project Manager shall include the WMC Owner's Rep in progress meetings regarding the Planned Capital Improvements at the WMC Owner's Rep's request, and the County/WMC Project Manager shall have the sole responsibility of notifying WMC Owner's Rep of any such progress meetings.

3.6 Additional Consultants. Each party shall bear the cost and expense associated with any representatives or consultants used by or retained by such party in connection with this

Agreement, the County Project or Museum Project. In the event one of the parties uses or retains a representative or consultant in connection with this Agreement, the County Project, or the Museum Project, such representative(s) or consultant(s) shall be retained at the sole cost and expense of the retaining party, shall access information through the retaining party's Project Manager, and shall have no approval authority with respect to either the County Project or Museum Project.

3.7 Ownership of Plans. All Plans prepared or furnished for the County Project and Museum Project are "Instruments of Service." All Instruments of Service, including all copyright or other intellectual property associated with the County Project, shall be owned by County. All Instruments of Service, including all copyright or other intellectual property associated with the Museum Project, shall be owned by Museum.

3.8 Commencement and Completion Dates.

(a) County and Museum shall commence, construct, and complete the County Project and Museum Project, respectively, in accordance with the dates and milestones set forth on the Critical Path Schedule, subject to force majeure, and availability of all required permits, approvals and permissions.

(b) County and Museum acknowledge that a high level of coordination between the County Project and the Museum Project is critical to the success of both projects. Upon the request of either Project Manager, but not less than annually, the Project Managers shall meet during the course of construction to discuss any proposed revisions to the Critical Path Schedule. The County/WMC Project Manager shall include the WMC Owner's Rep in such meetings regarding the Planned Capital Improvements at WMC Owner's Rep's request, and the County/WMC Project Manager shall have the sole responsibility of notifying WMC Owner's Rep of any such meetings. WMC Owner's Rep shall be given advance notice and opportunity to consult with the County/WMC Project Manager on any proposed revisions to or deviations from the Critical Path Schedule; provided, however, WMC Owner's Rep shall have no approval authority with respect to any such revisions or deviations. The Critical Path Schedule shall not be revised or deviated from without the prior written, mutual consent of both Project Managers. The Project Managers will work in good faith and with due diligence to resolve any disagreements regarding a proposed revision to or deviation from the Critical Path Schedule. Either party may submit a dispute regarding a proposed Critical Path Schedule revision or deviation to the County Executive, and the County Executive shall, within ten (10) days following notification regarding such a dispute, select an independent third-party with sufficient architectural, engineering, and/or construction related experience and qualifications necessary to decide the disputed issue(s) (the "Arbiter"). Within ten (10) days following selection of the Arbiter, the Project Managers and Arbiter shall hold a meeting and the Project Managers shall present their respective positions

regarding the disputed issue(s). The Arbiter shall attempt to mediate a resolution of the dispute, and in the absence of such resolution, the Arbiter shall issue a decision within five (5) days following the meeting with the Project Managers, and such decision shall be final and binding on all parties. The cost of the Arbiter shall be shared equally between County and Museum.

3.9 Force Majeure. County and Museum shall not be responsible for any suspension or delay in the commencement, progress or completion of the Project if such suspension or delay is caused by an occurrence beyond such party's reasonable control (collectively, "Force Majeure Events") including, but not limited to: (a) flood, acts of God or other abnormal, extraordinary, or unusually severe weather conditions; or (b) fire, theft, strikes, riots, war, acts of governmental authorities (other than County), unusual delay in deliveries, or labor or material shortages. Upon the occurrence of a Force Majeure Event, the anticipated completion date shall be extended for a duration at least equal to the length of any suspension or delay.

#### IV. FUNDING

##### 4.1 Project Costs.

(a) County will authorize and appropriate Ten Million Dollars (\$10,000,000) to fund the cost of the County Project, which includes any and all County Administrative Costs the County charges back to the Project. Museum will raise and contribute Fifteen Million Dollars (\$15,000,000) to fund the cost of the Museum Project.

(b) County's costs shall include, without limitation, (i) architectural, engineering, construction management, and project management fees associated with the County Project; (ii) costs of construction, fixtures, and equipment, including any necessary asbestos abatement and utilities necessary for construction of the County Project; (iii) costs of all permits, approvals, and permissions required by law for the construction of the County Project; (iv) County Administrative Costs charged back to the Project; (v) costs of all Plan review performed by County; and (vi) any other costs and expenses related to the planning, development, design, construction and/or equipping of the County Project; and (vi) costs related to County Environmental Obligations as defined in Section 6.1 of this Agreement (collectively, "County Project Costs").

(c) Museum's costs shall include, without limitation, (i) architectural, engineering, construction management, and project management fees associated with the Museum Project; (ii) costs of construction, fixtures, and equipment, including any necessary asbestos abatement and utilities necessary for construction of the Museum Project (except for County Environmental Obligations); (iii) costs of all permits, approvals, and permissions required by law for the



construction of the Museum Project; (iv) costs of all Plan review performed by Museum; and (v) except as otherwise provided herein, any other costs and expenses related to the planning, development, design, construction and/or equipping of the Museum Project (collectively, "Museum Project Costs").

#### 4.2 Construction Budget.

(a) County and Museum hereby approve the Construction Budget attached hereto as **Exhibit A** and made a part hereof. It is acknowledged that the Construction Budget is an informed, pre-bid estimate by all parties of costs associated with the Project and that actual costs may differ from those indicated on the attached Construction Budget.

(b) Upon the request of either Project Manager, but not less than annually, the Project Managers shall meet during the course of construction to discuss any proposed revisions to the Construction Budget. The County/WMC Project Manager shall include the WMC Owner's Rep in such meetings regarding the Planned Capital Improvements at WMC Owner's Rep's request, and the County/WMC Project Manager shall have the sole responsibility of notifying WMC Owner's Rep of any such meetings. WMC Owner's Rep shall be given advance notice and opportunity to consult with the County/WMC Project Manager on any proposed revisions to or deviations from the Construction Budget; provided, however, WMC Owner's Rep shall have no approval authority with respect to any such revisions or deviations. The Construction Budget shall not be revised or deviated from without the prior written, mutual consent of both Project Managers. The Project Managers will work in good faith and with due diligence to resolve any disagreements regarding a proposed revision to or deviation from the Construction Budget. Either party may submit a dispute regarding a proposed Construction Budget revision or deviation to the County Executive, and the County Executive shall, within ten (10) days following notification regarding such a dispute, select an independent third-party with sufficient architectural, engineering, and/or construction related experience and qualifications necessary to decide the disputed issue(s) (the "Arbiter"). Within ten (10) days following selection of the Arbiter, the Project Managers and Arbiter shall hold a meeting and the Project Managers shall present their respective positions regarding the disputed issue(s). The Arbiter shall attempt to mediate a resolution of the dispute, and in the absence of such resolution, the Arbiter shall issue a decision within five (5) days following the meeting with the Project Managers, and such decision shall be final and binding on all parties. The cost of the Arbiter shall be shared equally between County and Museum.

4.3 Allocation of Project Costs. County will pay for all County Project Costs and Museum will pay for all Museum Project Costs, when due in accordance with the Construction Budget (either as approved pursuant to Section 4.2(a) or as revised pursuant to Section 4.2(b)), this Agreement, and the terms and conditions of the parties' respective architectural or construction contracts. County shall be solely responsible for all County Administrative Costs and for all County Environmental Obligations, if any, in accordance with Section 6.1 of this Agreement.

4.4 County Appropriations. County has authorized and appropriated Two Million Two Hundred Dollars (\$2,000,200) to be applied to the cost of the County Project. The parties acknowledge that Seven Million Nine Hundred Ninety Nine Thousand Eight Hundred Dollars (\$7,999,800) of the County's Ten Million Dollars (\$10,000,000) contribution towards County Project Costs has not yet been appropriated; however, the parties are proceeding in reliance on the County's stated intention and commitment to appropriate such funds in future budget years. County shall authorize and appropriate the remaining Seven Million Nine Hundred Ninety Nine Thousand Eight Hundred Dollars (\$7,999,800) in its 2014-2017 budgets (the "County Appropriations"), to be applied to the County Project Costs.

4.5 County and Museum Payments.

(a) County shall make available all funds necessary to pay all County Project Costs, when due, in accordance with the Construction Budget, the Critical Path Schedule, and the terms and conditions of the County's architectural and construction contracts.

(b) Museum shall make available all funds necessary to pay all Museum Project Costs, when due, in accordance with the Construction Budget, the Critical Path Schedule, and the terms and conditions of the Museum's architectural and construction contracts.

(c) Museum and WMC are entering into this Agreement in reliance upon (i) County's stated intent to make the County Appropriations to secure funds to pay County Project Costs pursuant to Sections 4.3 and 4.4, above, which are necessary to complete construction of the County Project; and, (ii) Museum's stated intent to raise and contribute funds to pay Museum Project Costs pursuant to Section 4.3, above, which are necessary to complete construction of the Museum Project. Periodically, prior to commencement of and during construction of the County Project or the Museum Project, as the case may be, Museum and County shall provide to each other and WMC reasonable evidence that such party has the ability to fulfill its respective financial contributions towards County Project Costs and Museum Project Costs, as applicable.

4.6 Adjustments/Cost Overruns. All Parties acknowledge that actual project costs may be different from the attached Construction Budget, as may be revised from time to time pursuant to

Section 4.2 of this Agreement. Any cost savings or cost overruns attributable to the County Project shall accrue to or be paid by County, as the case may be. Any cost savings or cost overruns attributable to the Museum Project shall accrue to or be paid by Museum, as the case may be.

## V. INDEMNIFICATION AND INSURANCE

### 5.1 Indemnity.

(a) Museum shall indemnify and agrees to hold County, WMC, and their respective supervisors, trustees, officers, directors, employees and agents harmless from and against any and all liabilities, claims, demands, suits, costs (including reasonable attorney's fees and reasonable costs and expenses of litigation), judgments and costs of settlement arising out of or in connection with any negligent actions or omissions to act by Museum or its employees or agents, or any breach by Museum of its obligations under this Agreement. The indemnity obligations of this Section shall survive expiration or termination of this Agreement for a period of five (5) years.

(b) County shall indemnify and agrees to hold Museum, WMC and their respective trustees, officers, directors, affiliated art groups, employees and agents harmless from and against any and all liabilities, claims, demands, suits, costs (including reasonable attorney's fees and reasonable costs and expenses of litigation), judgments and costs of settlement arising out of or in connection with any negligent actions or omissions to act by County or its employees or agents or any breach by County of its obligations hereunder. The indemnity obligations of this Section shall survive expiration or termination of this Agreement for a period of five (5) years.

(c) WMC shall indemnify and agrees to hold County, Museum, and their respective supervisors, trustees, officers, directors, affiliated art groups, employees and agents harmless from and against any and all liabilities, claims, demands, suits, costs (including reasonable attorney's fees and reasonable costs and expenses of litigation), judgments and costs of settlement arising out of or in connection with any negligent actions or omissions to act by WMC or its employees or agents or any breach by WMC of its obligations hereunder. The indemnity obligations of this Section shall survive expiration or termination of this Agreement for a period of five (5) years.

### 5.2 Insurance.

(a) The Museum and County shall require that all contractors and service providers to the County Project and Museum Project purchase and maintain policies of insurance to cover liabilities and costs as may arise from tort, statutory and workers' compensation claims relating to design and construction of the County Project and Museum Project, as applicable, in coverages and

amounts mutually acceptable to Museum and County's Director of Risk Management and Insurance (the "Risk Manager). Acceptable proof of such coverages shall be furnished to the Risk Manager prior to commencement of construction of the County Project or Museum Project.

(b) The County, Museum, and WMC shall be named as additional insureds as their interests may appear. A thirty (30) day written notice of cancellation, nonrenewal or material change shall be given to County, Museum, and WMC.

(c) The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin or such other carrier reasonably approved by the Risk Manager. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the Risk Manager as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used. A Certificate of Insurance shall be submitted for review on request to the County for each successive period of coverage for the duration of the County Project and Museum Project, as applicable.

## VI. ENVIRONMENTAL COMPLIANCE AND OBLIGATIONS

6.1 NO LIABILITY FOR PREEXISTING ENVIRONMENTAL CONDITIONS. County shall be solely responsible for any environmental contamination or other potentially hazardous environmental conditions encountered on or about the Museum Premises and WMC Premises, including without limitation, all releases, leaks, discharges, spills or emissions of hazardous substances (i) existing at the Premises as of November 11, 1997, or (ii) caused by parties other than Museum or WMC ("County Environmental Obligations") The costs of handling, removing, remediating, disposing, or treating any County Environmental Obligations shall be borne solely by County. Neither Museum nor WMC shall be liable for any investigation or remediation, or orders relating to any County Environmental Obligations. Each party shall fully comply, or cause compliance by any responsible party, with all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances in connection with planning, construction, and completion of the County Project and Museum Project. County hereby indemnifies Museum and WMC against any damages, loss, expense and liability suffered by Museum or WMC and arising out of County Environmental Obligations. Museum shall not be obligated to undertake any actions with respect to the discharge or pollutants or hazardous substances not caused by Museum. WMC shall not be obligated to undertake any actions with respect to the discharge or pollutants or hazardous substances not caused by WMC.

6.2 **WDNR NEGOTIATIONS.** No negotiations and/or decisions on environmental issues with the Wisconsin Department of Natural Resources ("WDNR") may be made without full notice and opportunity to participate by the County.

## VII. OWNERSHIP OF PROJECT IMPROVEMENTS

7.1 **Ownership.** Museum previously funded, constructed, and donated the Kahler Addition to the County. Under this Agreement, Museum will fund, construct, and donate the East Atrium Addition to the County. County shall accept such donation upon issuance of an occupancy permit by the City of Milwaukee and Museum will thereafter occupy and use the East Atrium Addition and the other Museum Premises for Museum's use pursuant to the terms of the Museum Lease. The parties acknowledge that the East Atrium Addition, upon completion and donation to County, shall become part of Museum's leasehold Premises in accordance with the Museum Lease. County shall be responsible for maintenance, repair and replacement of the Museum Premises (including the East Atrium Addition as described above) in accordance with the Museum Lease. County shall also be responsible for the prosecution of all warranty and other related construction claims related to the County Project and Museum Project, if any.

## VIII. CONDITIONS AND REMEDIES

8.1 Museum's obligations under this Agreement are contingent upon County making its funding contributions as set forth in Article IV of this Agreement at times and in such installment amounts as necessary to complete construction of the County Project in accordance with the Critical Path Schedule. If County fails to make its funding contributions at times and in such installment amounts as necessary to complete construction of the County Project in accordance with the Critical Path Schedule, Museum may terminate this Agreement.

8.2 In addition to Museum's remedy set forth in Section 8.1, if County fails to authorize and appropriate Seven Million Nine Hundred Ninety Nine Thousand Eight Hundred Dollars (\$7,999,800) in its 2014 through 2017 budgets for County Project Costs, Museum shall be entitled to complete the County Project or portions thereof and County shall reimburse to Museum all such costs incurred by Museum in completing the County Project. Any such amounts shall be paid to Museum within sixty (60) days following delivery of an invoice and supporting documentation to County.

8.3 If Museum fails to raise and contribute funds sufficient to complete the East Atrium Addition, enclosure of the outdoor sculpture court, or repair/replacement the roof and deck of the Kahler Addition, known as "Fitch Plaza", County shall be entitled to complete such components of

the Museum Project and Museum shall reimburse to County all such costs incurred by County in completing such components of the Museum Project. Any such amounts shall be paid to County within sixty (60) days following delivery of an invoice and supporting documentation to Museum.

X. MISCELLANEOUS

11.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, by registered or certified mail, first-class postage paid, return receipt requested, or any other delivery service with proof of delivery:

If to the County: Milwaukee County Department of Administrative Services  
Attn: Director  
901 North Ninth Street  
Courthouse, Room 303  
Milwaukee, WI 53233

With a copy to: Milwaukee County  
Office of the Corporation Counsel  
Attn: Corporation Counsel  
901 North Ninth Street  
Courthouse, Room 303  
Milwaukee, WI 53233

If to Museum: Director  
Milwaukee Art Museum  
700 N. Art Museum Drive  
Milwaukee, WI 53202

President  
Milwaukee Art Museum  
700 N. Art Museum Drive  
Milwaukee, WI 53202

With a copy to: Raymond R. Krueger, Esq.  
Michael Best & Friedrich  
100 East Wisconsin Avenue, Suite 3300  
Milwaukee, WI 53201-4108

If to WMC:                    Executive Director  
Milwaukee County War Memorial, Inc.  
750 North Lincoln Memorial Drive  
Milwaukee, WI 53202

Chairperson  
Milwaukee County War Memorial, Inc.  
750 North Lincoln Memorial Drive  
Milwaukee, WI 53202

Any party may change the person or address to whom or which notices are given hereunder; provided, however, that any such modification shall be deemed to have been given hereunder only when actually received by the party to which it is addressed. Each party shall be entitled to rely on all communications which purport to be given on behalf of any other party hereto and purport to be signed by an authorized signatory of such party or their above indicated attorneys.

11.2 Incorporation of Recitals. The above stated Recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

11.3 Provisions Severable. If any provision of this Agreement shall be held or declared to be invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

11.4 Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin.

11.5 Independent Review/Neutral Construction. Each Party has had the opportunity to consult independent counsel regarding this Agreement. The language used in this Agreement shall be deemed to be the language chosen by all of the parties to express their mutual intent and no rule of strict construction shall apply against any party by virtue of their role in drafting the documentation.

11.6 Captions. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement.

11.7 No Waiver of Rights. The failure of any party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.

11.8 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and any and all prior negotiations and/or understandings are superseded hereby, and the terms of this Agreement are contractually binding upon all parties, their successors and assigns.

11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

11.10 Authorization. Each party to this Agreement represents and warrants to the other party hereto that the execution and delivery of this Lease by the signatory signing below has been duly authorized by all appropriate action and is sufficient to legally bind the signing party without joinder or approval on any other party.

11.11 Assignment. This Agreement and all rights and obligations hereunder shall not be assignable by any party without the prior written consent of the other party(ies).

11.12 Amendments. This Agreement may not be amended, changed, altered or modified except in writing signed by all of the parties.

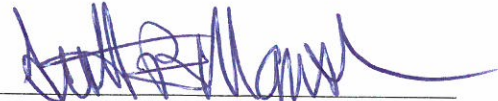
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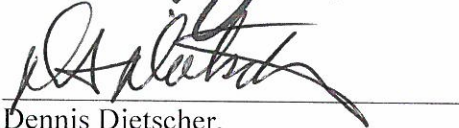
**COUNTY:**  
Milwaukee County

  
Chris Abele, County Executive

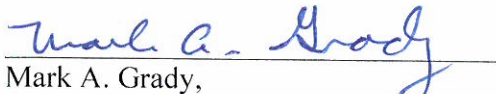
COUNTERSIGNED:

  
Scott B. Manske, Comptroller

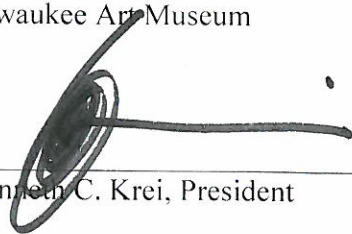
  
Joseph J. Czarniecki, Clerk

  
Dennis Dietscher,  
Director of Risk Management & Insurance

APPROVED FOR EXECUTION:

  
Mark A. Grady,  
Corporation Counsel

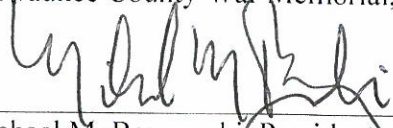
**MUSEUM:**  
Milwaukee Art Museum

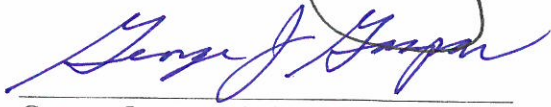
  
Kenneth C. Krei, President

  
Daniel Keegan, Director

  
Raymond R. Krueger,  
Chairman of the Board of Trustees

**WMC:**  
Milwaukee County War Memorial, Inc.

  
Michael M. Berzowski, President  
War Memorial Center Facilities Board

  
George Gaspar, Chairman  
War Memorial Corporation Board

**EXHIBIT A**

**Construction Budget**

**[Attached]**

## Exhibit A – Construction Budget

**Milwaukee County War Memorial Center 5 - Year Cost Allocation**  
Updated June 27, 2013

Work Description	Est Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
<b>Site Work</b>										
1.1 Mechanical Chamber - West (replace)	\$85,000	\$8,000		\$87,000						
1.2 Mechanical Chamber - East (repair)	\$10,000									\$10,000
1.3 Underground Connection Station to Air Chambers	\$15,000			\$15,000						
1.4 Loading Dock: Repair deck & Walls: New roof membrane	\$435,000	\$8,000				\$435,000				
1.6 Asphalt Paving: Pave, repair, seal - Allowance	\$475,000	\$75,000				\$105,000		\$200,000		\$100,000
<b>Total Site Work</b>	<b>\$1,020,000</b>	<b>\$96,000</b>	<b>\$0</b>	<b>\$97,000</b>	<b>\$0</b>	<b>\$530,000</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$100,000</b>
<b>Building Exterior Envelope</b>										
2.1 Repurpose Joists @ Mason: Replace	\$87,000			\$87,000						
2.2 Repair Copper Cladded Louvers @ Wall Face	\$5,000							\$5,000		
2.3 Replace WMC Main Building Roof	\$400,000					\$40,000		\$40,000		
2.4 Replace WMC Penthouse Roof	\$48,000					\$48,000				
2.5 Exterior Wall Granite: Tuck pointing, selective removal, waterproof membrane, and flashing	\$38,000	\$38,000								
2.55 Allowance for window replacements (in granite areas)	\$125,000	\$125,000								
2.6 Courtyard EIFS repair & rehabilitate	\$20,000			\$20,000						
2.7 Exterior Wall Concrete: Sealing & Repairs	\$24,000	\$20,000		\$63,000				\$30,000		
2.8 Exterior Walls Metal Siding: Replace, waterproof	\$2,000							\$2,000		\$56,000
2.10 WMC South, East, & West Entrance Assemblies	\$217,000					\$90,000		\$127,000		
2.11 Veterans Courtyard: Replace concrete slabs, repair structure, replace waterproof membrane (including lighting)	\$750,000			\$750,000						
2.14 Supervisory Program	\$125,000	\$80,000		\$80,000		\$25,000		\$10,000		
2.16 Building Exterior Crafts/Restoration Work	\$45,000	\$25,000		\$20,000						
<b>Total Building Exterior Envelope</b>	<b>\$2,450,000</b>	<b>\$651,000</b>	<b>\$0</b>	<b>\$972,000</b>	<b>\$0</b>	<b>\$574,000</b>	<b>\$0</b>	<b>\$508,000</b>	<b>\$0</b>	<b>\$56,000</b>

## Exhibit A – Construction Budget

Work Description	Est Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
<b>Exterior Stairs</b>										
01 Veterans Courtyard Enclosed Stairway (Bird Cage) Replace	\$884,000					\$884,000				
02 Veterans Courtyard Open Stairway Replace	\$120,000					\$120,000				
04 South Stair Veterans Courtyard to South Entrance Repair	\$245,000			\$245,000						
<b>Total Exterior Stairs</b>	<b>\$1,249,000</b>	\$0	\$0	\$245,000	\$0	\$1,004,000	\$0	\$0	\$0	\$0
<b>General Building Exterior</b>										
01 Exterior Light Fixtures Selected Replacements	\$50,000	\$50,000								
02 Steel Rattle Wire Material Rooftop Refresh and/or repair	\$60,000					\$60,000				
<b>Total General Exterior</b>	<b>\$110,000</b>	\$50,000	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0
<b>Concrete &amp; Structural</b>										
01 Spalled & Delaminated Concrete - Cantilever Overhang	\$26,800	\$19,000								\$7,800
02 Spalled & Delaminated Concrete Walls - Cantilever Overhang	\$82,300	\$57,000								\$25,300
03 Concrete Damage at Column Base	\$36,300	\$20,000								\$16,300
04 Expansion Joints @ South Escalator Stairs	\$14,000			\$14,000						
05 Concrete Deterioration - South Canopy	\$14,700			\$14,700						
06 Concrete Deterioration - North Canopy	\$9,150			\$9,150						
07 Clay Tile Deterioration - West end by Mason Street Bridge	\$72,600									\$72,600
08 Interior Cracked Columns - Added columns at end-headers (if minor)	\$4,300	\$4,300								
09 CRITICAL - Interior Cracked Columns - Investigative Work (if major)	\$40,000	\$40,000								
10 Interior - Concrete Deterioration below stairs	\$5,700									
11 Delimiting & Spalls on Roof Slab - Cost if moderate	\$58,400	\$8,000				\$50,400				
12 Delimiting & Spalls on Roof Slab - Cost if extensive	\$20,000									\$20,000
13 Interior Concrete - Below Expansion joints between basement & kitchen	\$71,700			\$71,700						
14 Interior Concrete - Below Expansion joints if more extensive	\$20,000									\$20,000
15 Design & Supervisory Engineer	\$15,000	\$78,000		\$25,000		\$12,000				
16 Links in Walls of Duct Space & Air Terminals	\$25,000					\$25,000				
17 Concrete & Structural - Unidentified Work Allowance	\$20,000			\$20,000		\$20,000		\$75,000		\$75,000
<b>Total Concrete &amp; Structural</b>	<b>\$866,450</b>	<b>\$249,850</b>	<b>\$0</b>	<b>\$161,700</b>	<b>\$0</b>	<b>\$157,400</b>	<b>\$0</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$242,400</b>

## Exhibit A – Construction Budget

Work Description	Est Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
<b>HVAC Systems</b>										
East Building (Kubler)										
6.1 Replace AHU-1 & 2, RF-1 & 2	\$1,200,000			\$1,200,000						
6.2 Replace VAV Units	\$450,000			\$450,000						
6.3 Replace Pneumatic Controls With DDC	\$125,000			\$125,000						
6.4 Replace Lites in Main SA & RA Ducts (Duct replacement NOT included)	\$30,000			\$30,000						
6.5 West Window & Door Replacement, Baseboard HVAC Upgrade	\$200,000			\$200,000						
6.6 Insulate Outside of Ducts & Packings at North & South	\$60,000			\$60,000						
West Building (Shattuck)										
6.7 Replace AHU-1 & 2, add new AHU	\$375,000			\$375,000						
6.8 Replace Pneumatic Controls with DDC, Metering Levels	\$50,000			\$50,000						
6.9 Separation Wall Upgrade, between horizontal & vertical duct areas	\$145,000			\$145,000						
6.10 Exterior Wall Installation in Hurricane-Prone Areas	\$50,000			\$50,000						
Other HVAC										
6.11 Supplemental Air Quality Testing - Allowance	\$25,000			\$25,000						
6.12 Building Assessment Upgrade (Total facility)	\$50,000			\$50,000						
6.13 Removal of damaged insulation or other materials - Allowance	\$20,000			\$20,000						
6.14 HVAC Engineering	\$70,000	\$70,000		\$70,000						
6.15 Clean mechanical related work with HVAC scope - Allowance	\$75,000			\$75,000						
<i>Note: Replacement Ducts and related work NOT included in any areas</i>										
<b>Total HVAC Systems</b>	<b>\$2,925,000</b>	\$70,000	\$0	\$2,855,000	\$0	\$0	\$0	\$0	\$0	\$0
<b>General Building Interior</b>										
7.1 New Biometric Remittance (2) restrooms near south entry	\$110,000					\$110,000				
<b>Total General Interior</b>	<b>\$110,000</b>					\$110,000				
<b>Elevators</b>										
8.1 Hydraulic Elevators, 4 & 5 Story. Rebuild under refurbish - (5) total	\$325,000	\$50,000	\$0	\$100,000	\$0	\$150,000	\$0	\$225,000	\$0	\$0
8.2 Traction Elevators, 7 Story. Inspect & replace (1) Total	\$40,000					\$40,000				
<b>Total Elevator</b>	<b>\$365,000</b>	\$50,000	\$0	\$100,000	\$0	\$190,000	\$0	\$225,000	\$0	\$0
<b>Electrical Systems</b>										
9.1 System Data Per Reserve Advisor Allowance	\$200,000			\$70,000		\$60,000		\$70,000		
9.2 Emergency Generator - Replace	\$115,000					\$115,000				
9.3 Life Safety Systems - Update systems & related device replacements	\$425,000	\$275,000	\$0	\$150,000						
<b>Total Electrical Systems</b>	<b>\$740,000</b>	\$275,000	\$0	\$220,000	\$0	\$185,000	\$0	\$140,000	\$0	\$0

## Exhibit A – Construction Budget

Work Description	Est Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
<b>MAM Basement Renovation</b>										
01.1 Demo	\$40,000				\$10,000					
01.2 MEP demo in ceiling	\$30,000				\$30,000					
01.3 Floor refinsh	\$100,000									
01.4 New gyp partitions	\$300,000					\$160,000				
01.5 Demo exposed ceiling & walls	\$48,000				\$20,000		\$10,000			
01.6 Misc finishes painting, detailing, etc	\$25,000				\$10,000		\$15,000			
01.7 Mechanical re-fit - reposition	\$175,000				\$75,000		\$100,000			
01.8 Electrical	\$70,000				\$30,000		\$40,000			
	\$520,000				\$195,000		\$194,000			
<b>MAM 1st Floor Renovation</b>										
Eubler Building										
01.1 Demo	\$68,000				\$68,000					
01.2 MEP demo in ceiling	\$68,000				\$68,000					
01.3 Demo & renovation @ crown to original hldg	\$90,000				\$70,000		\$20,000			
01.4 Floor refinsh	\$254,000						\$254,000			
01.5 New gyp ceiling	\$138,000				\$100,000		\$28,000			
01.6 New gyp museum partitions	\$194,000				\$40,000		\$154,000			
01.7 Misc finishes painting, detailing, etc	\$146,000				\$50,000		\$96,000			
01.8 Mechanical re-fit	\$474,000				\$120,000		\$354,000			
01.9 Electrical & New lighting track	\$270,000				\$70,000		\$200,000			
	\$1,900,000				\$546,000		\$1,320,000			
Barron										
01.10 Demo	\$30,000				\$30,000					
01.11 MEP demo in ceiling	\$30,000				\$30,000					
01.12 New custom luminous ceiling	\$200,000						\$200,000			
01.13 New gyp museum partitions	\$46,000				\$20,000		\$26,000			
01.14 Misc finishes painting, detailing, etc	\$25,000				\$5,000		\$20,000			
01.15 Mechanical re-fit	\$175,000				\$45,000		\$130,000			
01.16 Electrical & New lighting track	\$88,000				\$40,000		\$48,000			
	\$684,000				\$170,000		\$514,000			

## Exhibit A – Construction Budget

Work Description	Est. Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
<b><u>MAM 2nd Floor Renovation</u></b>										
<b>Keller Building</b>										
12.1 Demo	\$46,000				\$46,000					
12.2 MEP demo in ceilings	\$46,000				\$46,000					
12.3 Demo & renovation @ new to original bldg	\$96,000				\$96,000					
12.4 Floor ceiling	\$175,000						\$36,000			
12.5 New gyp ceiling	\$212,000						\$175,000			
12.6 New gyp museum partitions	\$194,000				\$80,000		\$112,000			
12.7 Misc finishes painting, detailing, etc	\$146,000				\$48,000		\$149,000			
12.8 Build-out of new restrooms & cafe space	\$203,000				\$30,000		\$119,000			
12.9 Retire of existing Foundation first space	\$117,000				\$60,000		\$141,000			
12.10 Mechanical re-fit	\$126,000				\$50,000		\$67,000			
12.11 Electrical & New lighting track	\$186,000				\$100,000		\$196,000			
	\$1,767,000				\$597,000		\$1,155,000			
<b>Lawrence Building</b>										
12.11 General construction & flooring @ office	\$92,000				\$40,000		\$32,000			
12.12 Demo	\$5,000				\$5,000					
12.13 MEP demo in ceilings	\$5,000				\$5,000					
12.14 New custom tortoise ceiling	\$194,000				\$30,000		\$164,000			
12.15 New gyp museum partitions	\$46,000				\$21,000		\$25,000			
12.16 Misc finishes painting, detailing, etc	\$25,000				\$15,000		\$10,000			
12.17 Mechanical re-fit	\$30,000				\$18,000		\$12,000			
12.18 Mechanical new distribution @ office space	\$84,000				\$40,000		\$44,000			
12.19 Electrical & New lighting track	\$36,000				\$20,000		\$16,000			
	\$460,000				\$134,000		\$296,000			
<b><u>MAM La Vite Gallery Enclosure</u></b>										
13.1 Demo	\$48,000				\$48,000					
13.2 Structural steel of existing	\$68,000				\$45,000		\$23,000			
13.3 New structure	\$366,000				\$100,000		\$256,000			
13.4 Fabricating of steel structure	\$25,000						\$25,000			
13.5 New gallery floor & trim	\$484,000				\$120,000		\$364,000			
13.6 Rest area pedestrian pathway	\$64,000				\$40,000		\$24,000			
13.7 Access allowance for Material	\$48,000						\$48,000			
13.8 Ground construction	\$465,000						\$465,000			
	\$1,598,000				\$363,000		\$1,235,000			

## Exhibit A – Construction Budget

Work Description	Est Cost	2013		2014		2015		2016		2017
		County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project	MAM Project	County Project
<b>MAM Lake Atitlan Addition &amp; Plaza</b>										
<b>Access Addition</b>										
10.1	Site/Plaza area - no access	\$41,000			\$20,000		\$21,000			
10.2	Demo & excavation	\$24,000			\$24,000					
10.3	Basement Foundation Waterproofing	\$160,000			\$160,000					
10.4	Building structure	\$140,000			\$140,000					
10.5	Office enclosure	\$1,410,000			\$2,000,000		\$1,250,000			
10.6	Staircase and stairs	\$102,000			\$150,000		\$1,200,000			
10.7	Roof	\$194,000			\$80,000		\$42,000			
10.8	Passenger elevator	\$165,000			\$60,000		\$134,000			
10.9	Perforations space build-out	\$774,000					\$774,000			
10.10	Custom monumental stair	\$96,000					\$96,000			
10.11	Misc, emp, towers existing	\$26,000			\$10,000		\$96,000			
	<b>Plaza, Entry, Upper Plaza Deck</b>	<b>\$1,200,000</b>			<b>\$800,000</b>		<b>\$2,687,000</b>			
10.12	Demo & excavation	\$25,000			\$25,000					
10.13	Foundations and slab for plaza construction	\$60,000			\$68,000					
10.14	Plaza finishes - ramp & stairs	\$80,000			\$40,000		\$48,000			
10.15	Monumental revolving door	\$96,000					\$96,000			
10.16	Monumental stair/SS entry doors	\$50,000					\$50,000			
10.17	Entry canopy - 15 x 15	\$44,000					\$44,000			
10.17S	Restroom Finish Stairwells	\$104,000					\$104,000			
10.18	Misc site construction	\$40,000			\$10,000		\$12,000			
		<b>\$554,000</b>			<b>\$153,000</b>		<b>\$340,000</b>			
10.19	New landscaping roof and plaza to stairs	\$554,000			\$154,000					



## Exhibit A – Construction Budget

Work Description	Est Cost	2012		2013		2014		2015		2016		2017
		County Project	MAAM Project	County Project	MAAM Project	County Project	MAAM Project	County Project	MAAM Project	County Project	MAAM Project	County Project
<b>MAAM Technology, Lighting, &amp; Security</b>												
15.1 Gallery Lighting Fixtures	\$500,000											
15.2 Phone System	\$75,000							\$175,000				
15.3 Communications Systems & Radio System	\$40,000							\$10,000				
15.4 Special security & cameras - Installation of new system	\$30,000							\$10,000				
15.5 Information Systems & Computers	\$15,000							\$10,000				
15.6 Wi-Fi throughout	\$20,000							\$20,000				
15.7 Audio Visual, including Atrium events	\$20,000							\$20,000				
15.8 Plasma Screens	\$5,000							\$5,000				
15.9 Other IT & Technology	\$15,000							\$10,000				
	\$615,000							\$615,000				
<b>MAAM Equipment &amp; Other</b>												
16.1 Storage Space Reserved for Reconfiguration	\$140,000					\$140,000						
16.2 Heating/Electrical Equipment	\$145,000							\$145,000				
16.3 Other	\$20,000							\$20,000				
	\$305,000					\$305,000		\$305,000				
17.1 Design Fees, Insurance, & Misc	\$1,110,000		\$25,000		\$1,45,000			\$110,000				
17.2 MAAM Contingency (1% of work items 16.1 through 16.3 only)	\$1,000,000				\$32,000			\$20,000				
	\$2,110,000		\$25,000		\$177,000			\$230,000				
<b>TOTAL ESTIMATED COST</b>	<b>\$25,437,200</b>		<b>\$1,625,000</b>		<b>\$4,620,700</b>		<b>\$4,762,000</b>		<b>\$1,465,000</b>		<b>\$9,652,000</b>	<b>\$9,100,000</b>

The above allocation of costs is for budgetary purposes only. Funding and the conditions shall be regularly accounted and measured by Milwaukee County to ensure the actual timing of the work addresses the necessary needs.

Above budget includes any required removal and/or replacement of damaged HVAC ductwork within Milwaukee Art Museum complex areas. Design and/or administrative costs for Milwaukee County funded work are included except where specifically listed as "supervisory engineering".

References to "County" in the above cost allocations, relates to Milwaukee County.  
References to "MAAM" in the above cost allocations, relates to Milwaukee Art Museum.

Total Milwaukee County Projects	\$16,137,350
Total Milwaukee Art Museum Project	\$9,300,000

2013 Milwaukee County Project - Scheduled Work	\$1,620,250
2014 Milwaukee County Project - Scheduled Work	\$4,620,700
2015 Milwaukee County Project - Scheduled Work	\$2,400,000
	\$8,640,950
Less budgeted supervisory engineering (Years 2013-2015)	(\$260,000)
Estimated Construction Cost (Years 2013-2015)	\$8,380,950
Estimated Milwaukee County Design & Administrative Cost	\$1,500,000
Total Milwaukee County Budget for 2013-2015	\$9,880,950
Current Milwaukee County costs allocated for WMC improvements	\$10,000,000
** Projected Balance Year-End 2015	\$241,040

\*\* At the end of Year 2015, Milwaukee County shall perform a facility assessment and provide appropriate funding, as necessary, to ensure there is adequate funding to properly address outstanding safety, structural, indoor air quality, code compliance, energy utilization and other critical facility issues that need to be addressed after Year-End 2015.

**EXHIBIT B**

**Critical Path Schedule**

**[Attached]**



**EXHIBIT C**

**East Atrium Schematic Drawings**

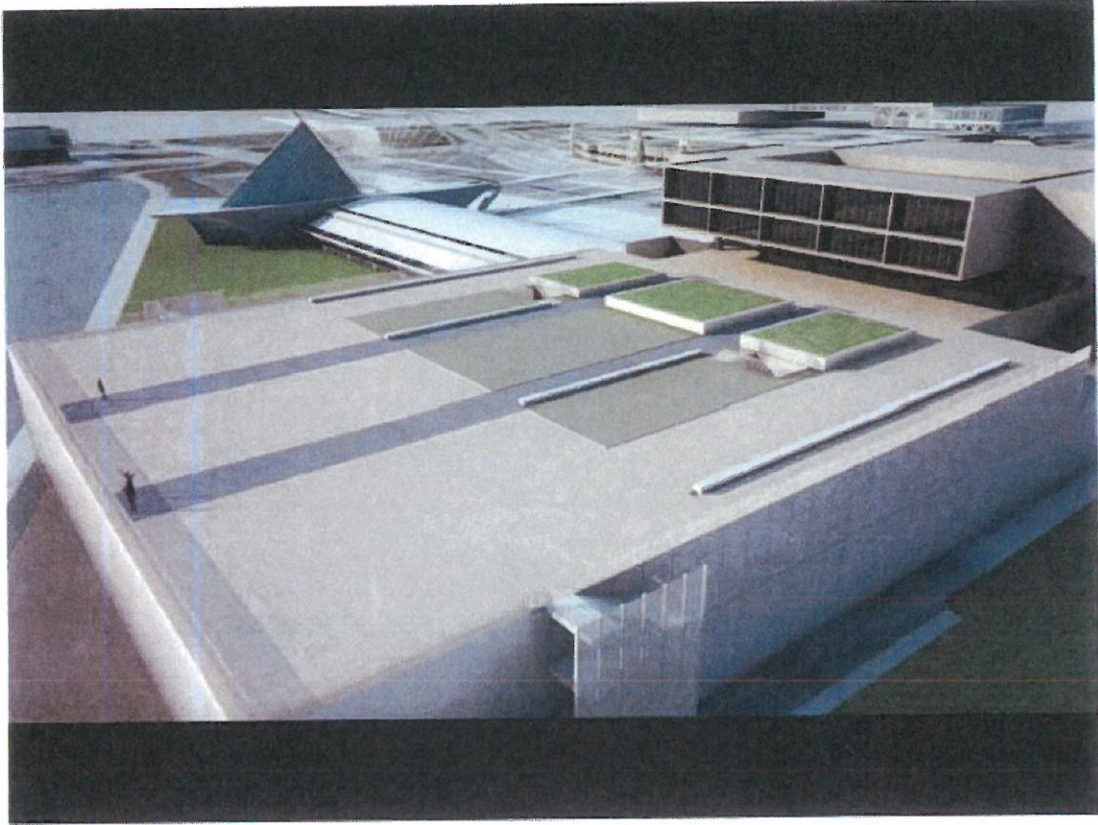
**[Attached]**

**Exhibit C – East Atrium Schematic Drawings**



031765-0001\13407819.2

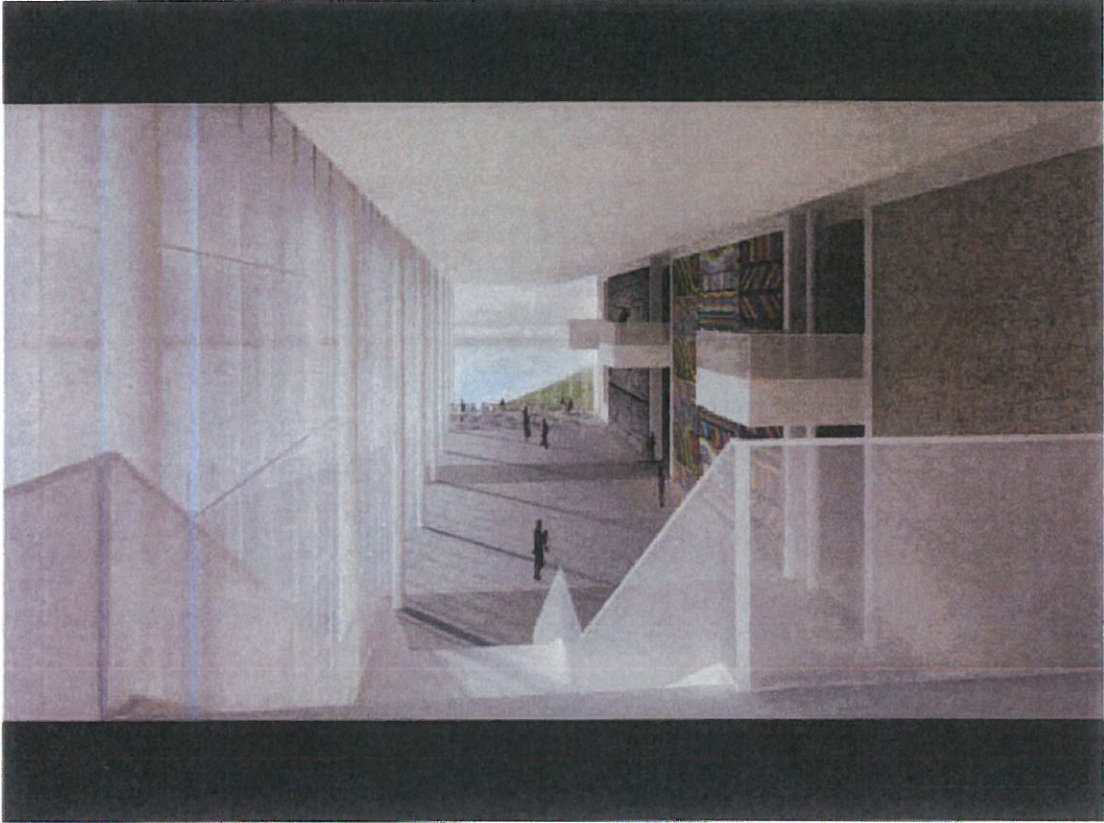
**Exhibit C – East Atrium Schematic Drawings**



**Exhibit C – East Atrium Schematic Drawings**



**Exhibit C – East Atrium Schematic Drawings**





**Exhibit C – East Atrium Schematic Drawings**

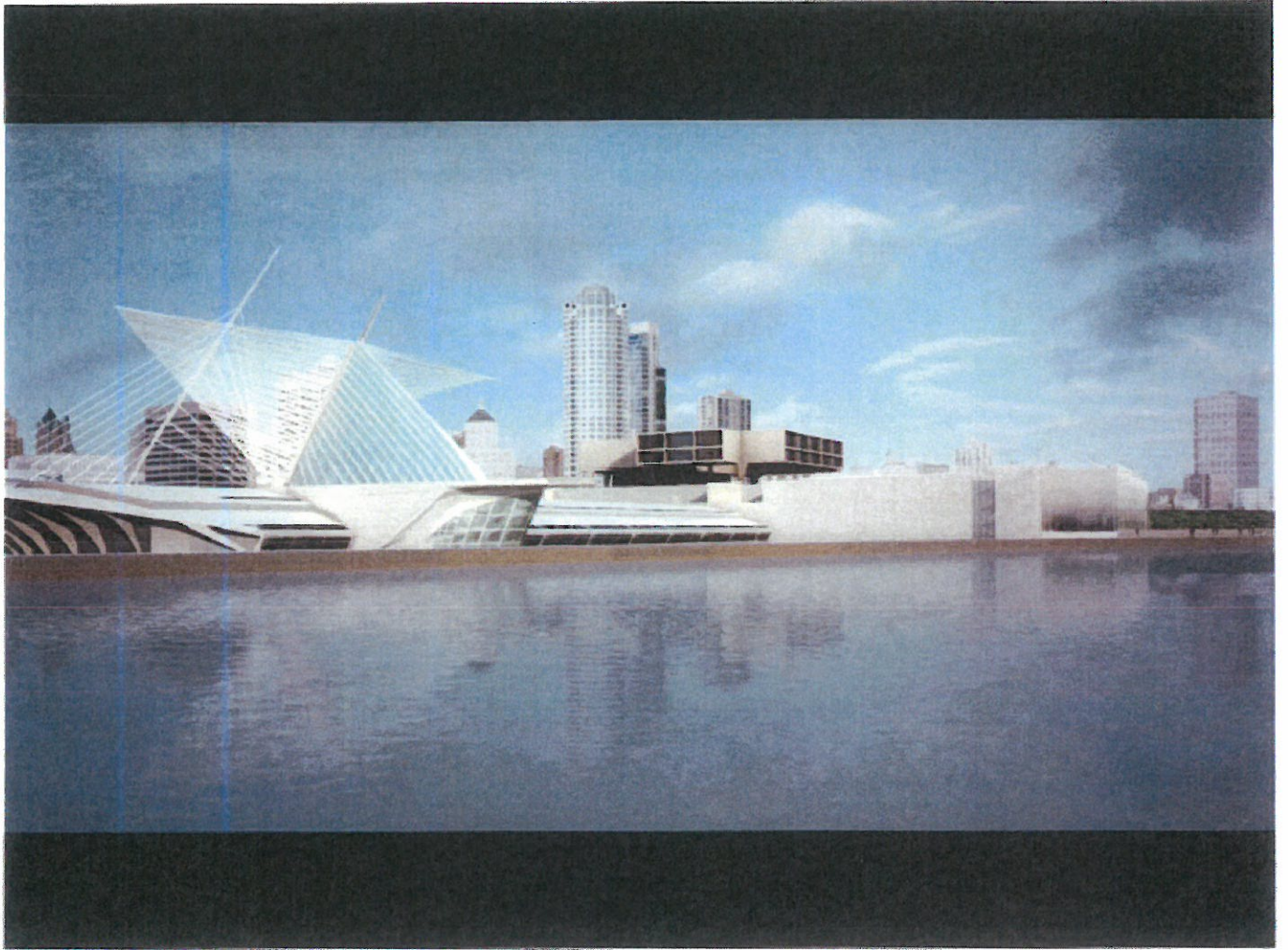


**Exhibit C – East Atrium Schematic Drawings**



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**Exhibit C – East Atrium Schematic Drawings**



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Exhibit C – East Atrium Schematic Drawings

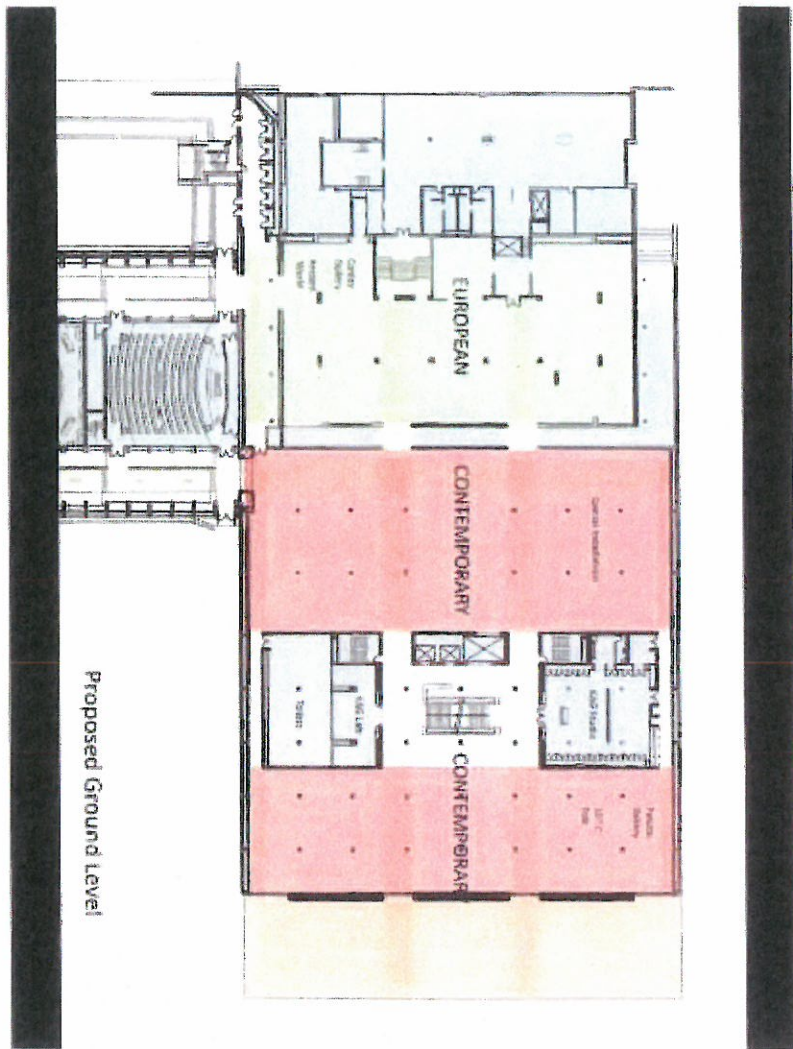
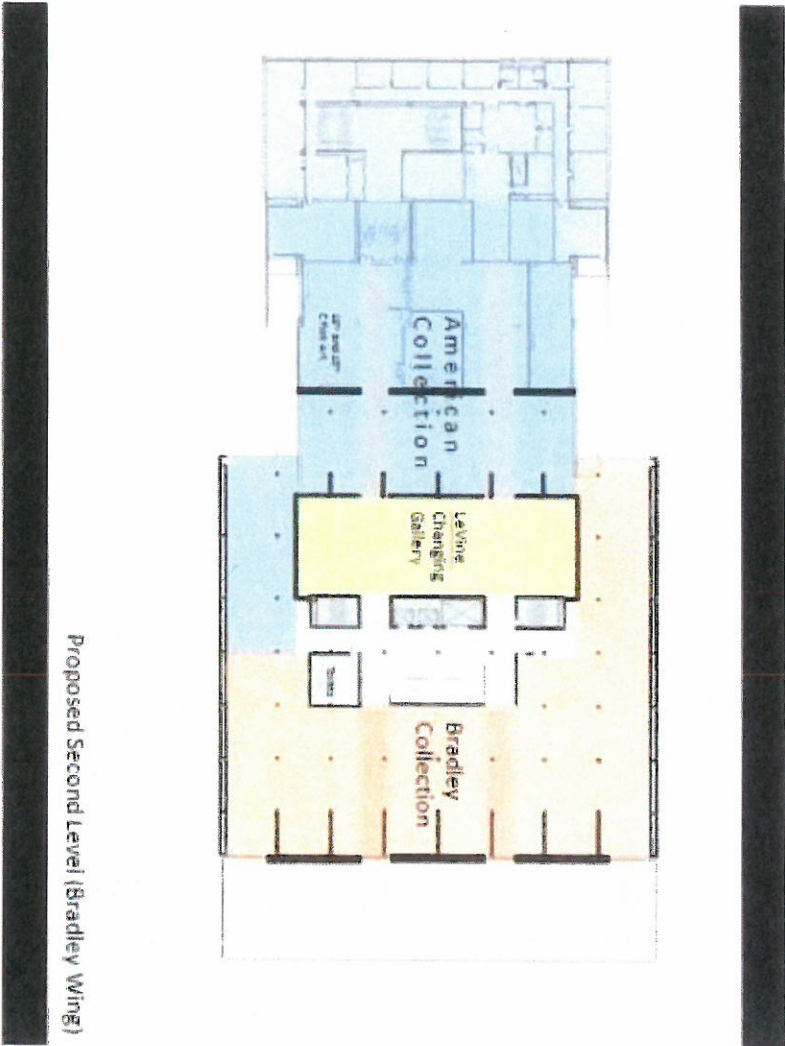
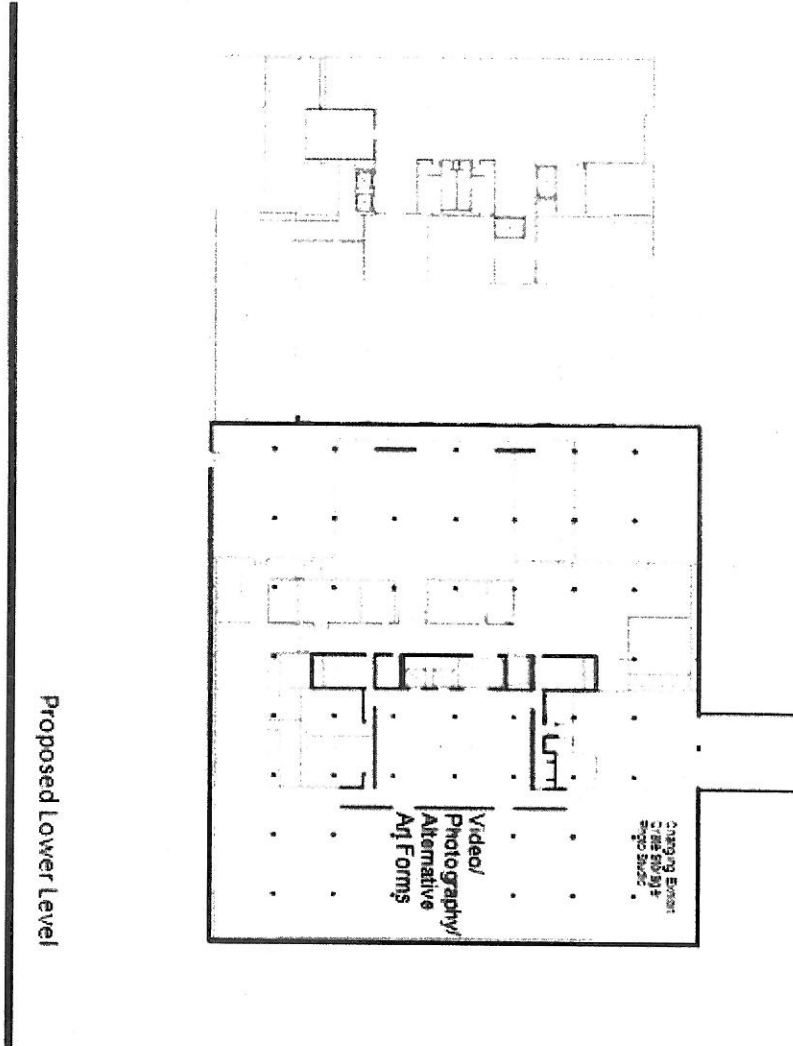


Exhibit C – East Atrium Schematic Drawings



Proposed Second Level (Bradley Wing)

# Exhibit C – East Atrium Schematic Drawings



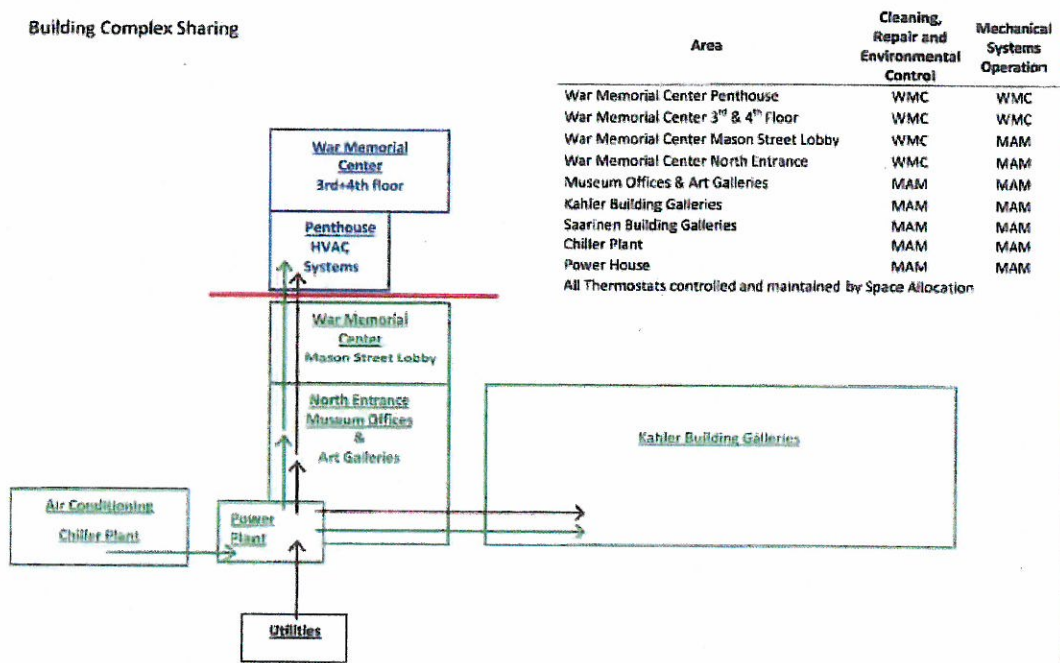
**EXHIBIT D**

**Hybrid Engineering and Space Allocation Model**

**[Attached]**

Exhibit D – Hybrid Engineering and Space Allocation Model

Building Complex Sharing



Area	Cleaning, Repair and Environmental Control	Mechanical Systems Operation
War Memorial Center Penthouse	WMC	WMC
War Memorial Center 3 <sup>rd</sup> & 4 <sup>th</sup> Floor	WMC	WMC
War Memorial Center Mason Street Lobby	WMC	MAM
War Memorial Center North Entrance	WMC	MAM
Museum Offices & Art Galleries	MAM	MAM
Kahler Building Galleries	MAM	MAM
Saarienen Building Galleries	MAM	MAM
Chiller Plant	MAM	MAM
Power House	MAM	MAM

All Thermostats controlled and maintained by Space Allocation

— Air Conditioning  
 — Steam, Water systems, Electricity



Exhibit D – Hybrid Engineering and Space Allocation Model

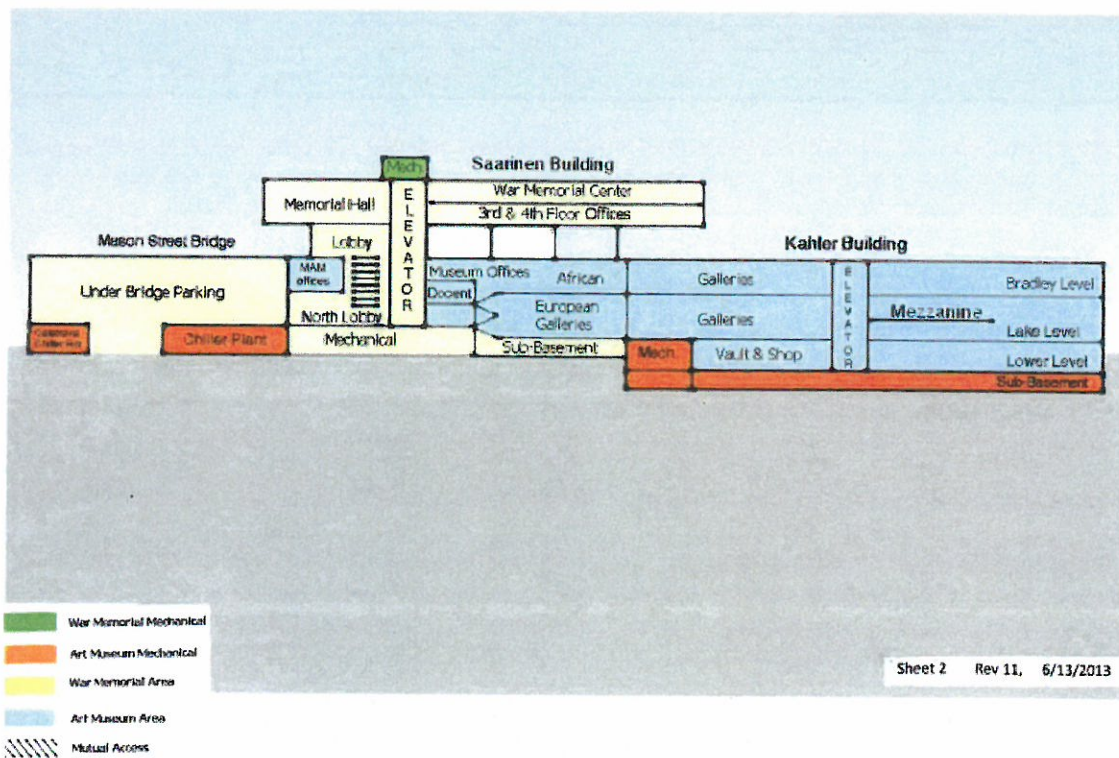


Exhibit D – Hybrid Engineering and Space Allocation Model

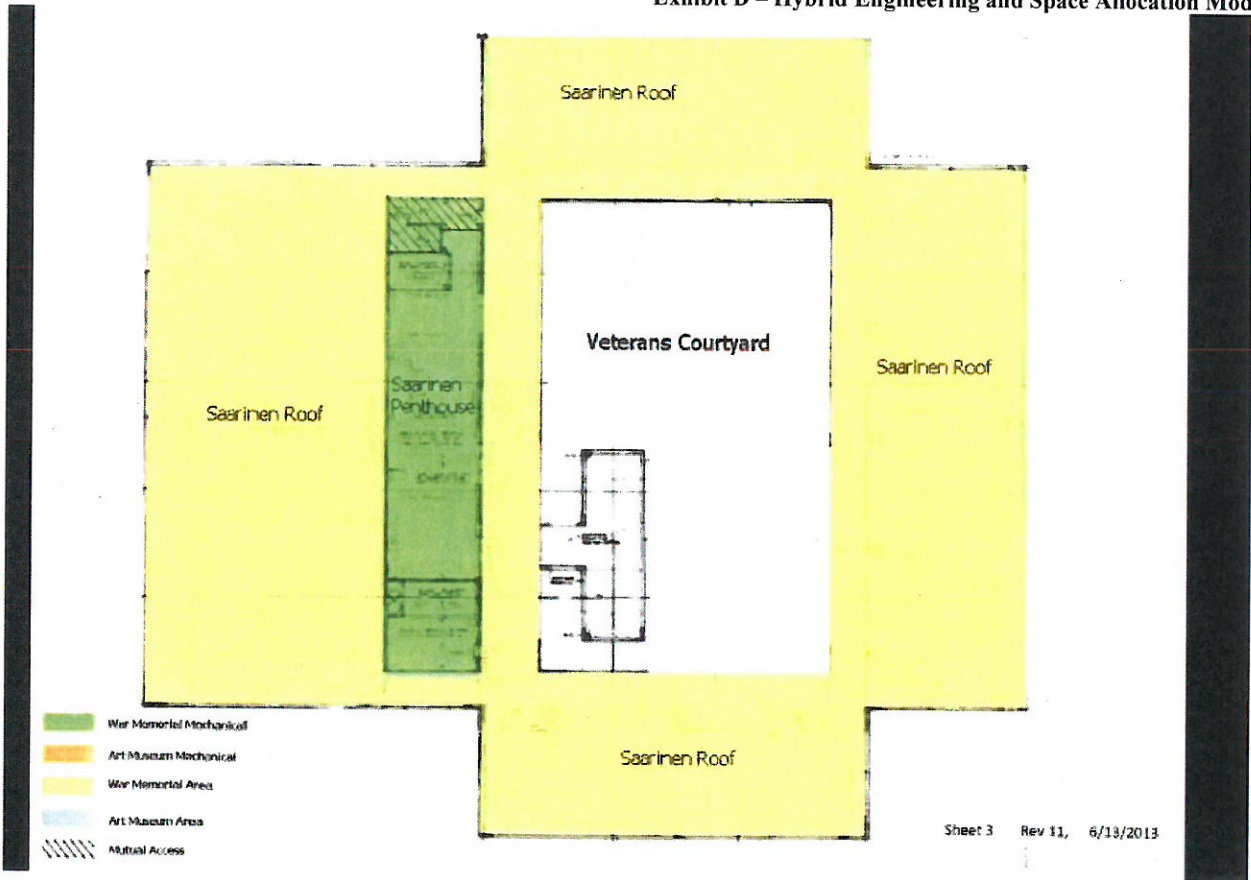


Exhibit D – Hybrid Engineering and Space Allocation Model

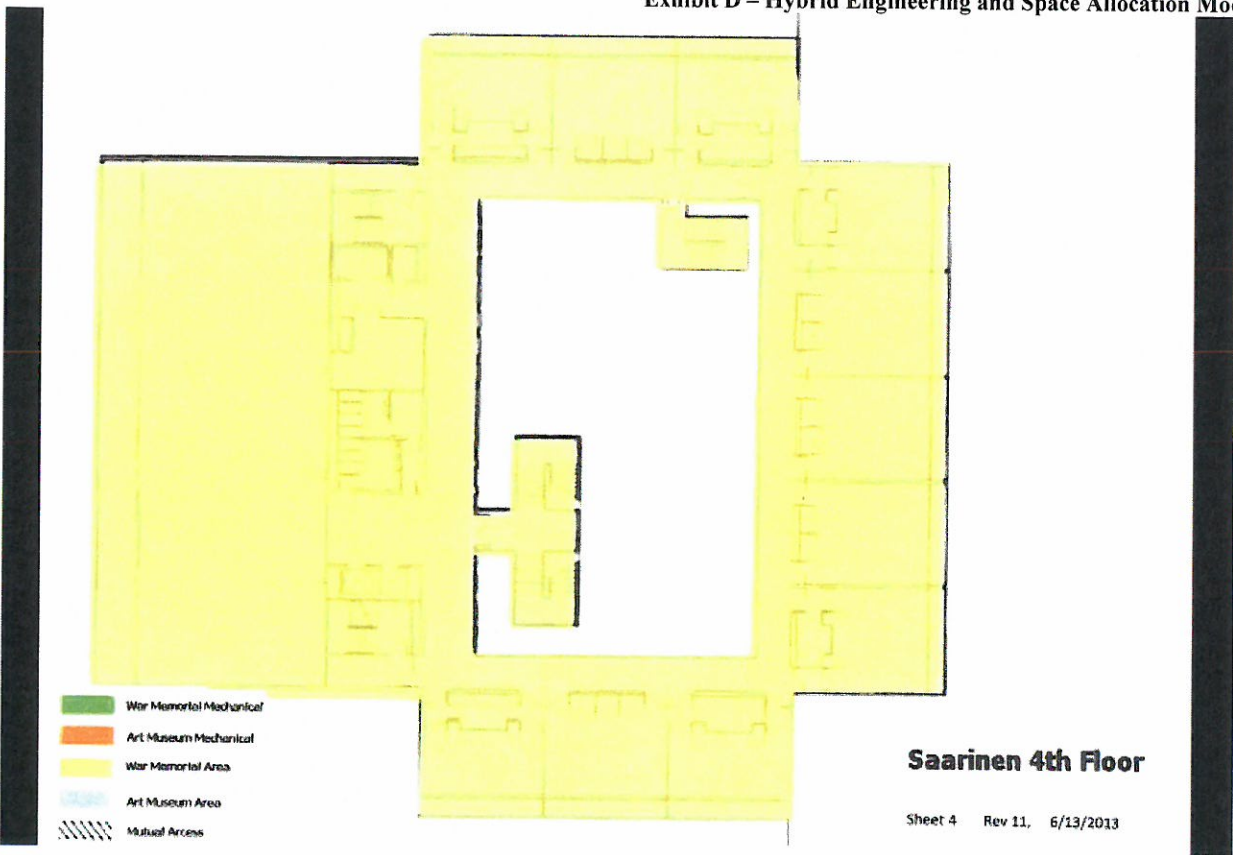


Exhibit D – Hybrid Engineering and Space Allocation Model

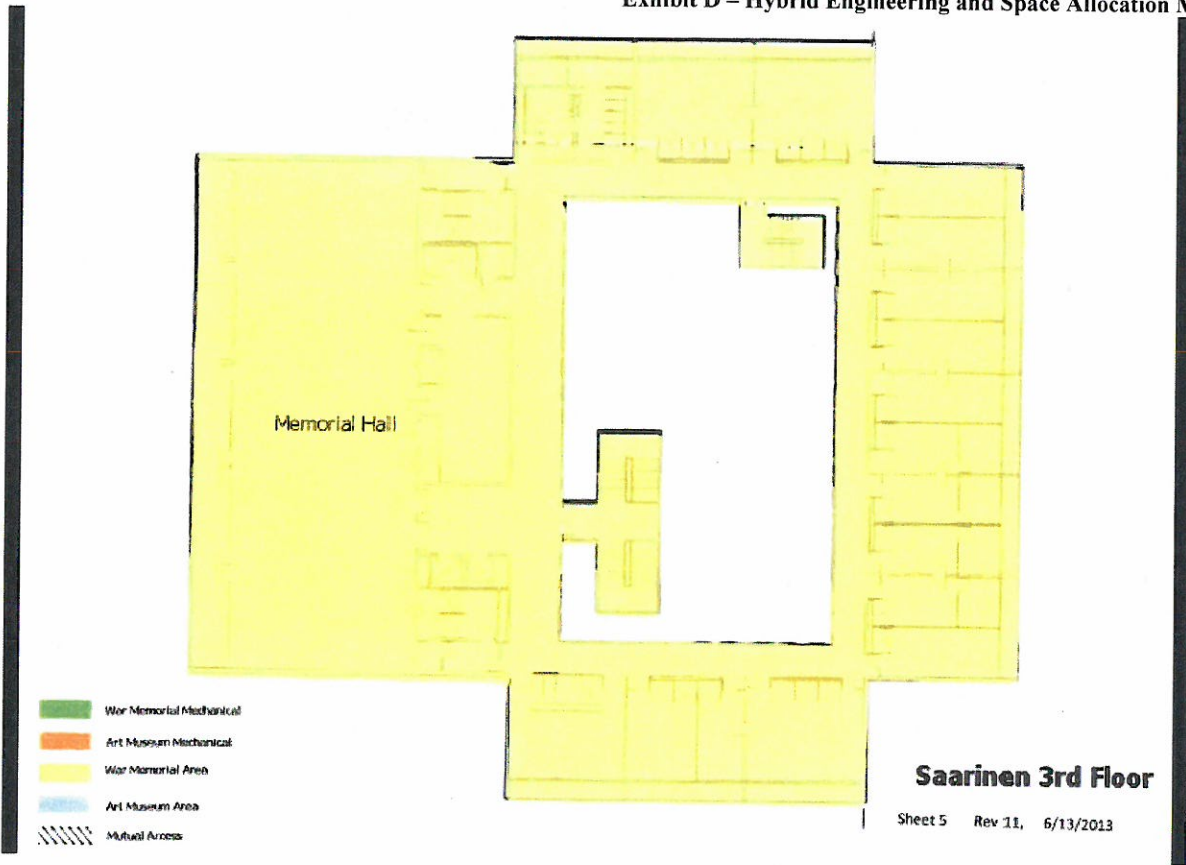


Exhibit D – Hybrid Engineering and Space Allocation Model

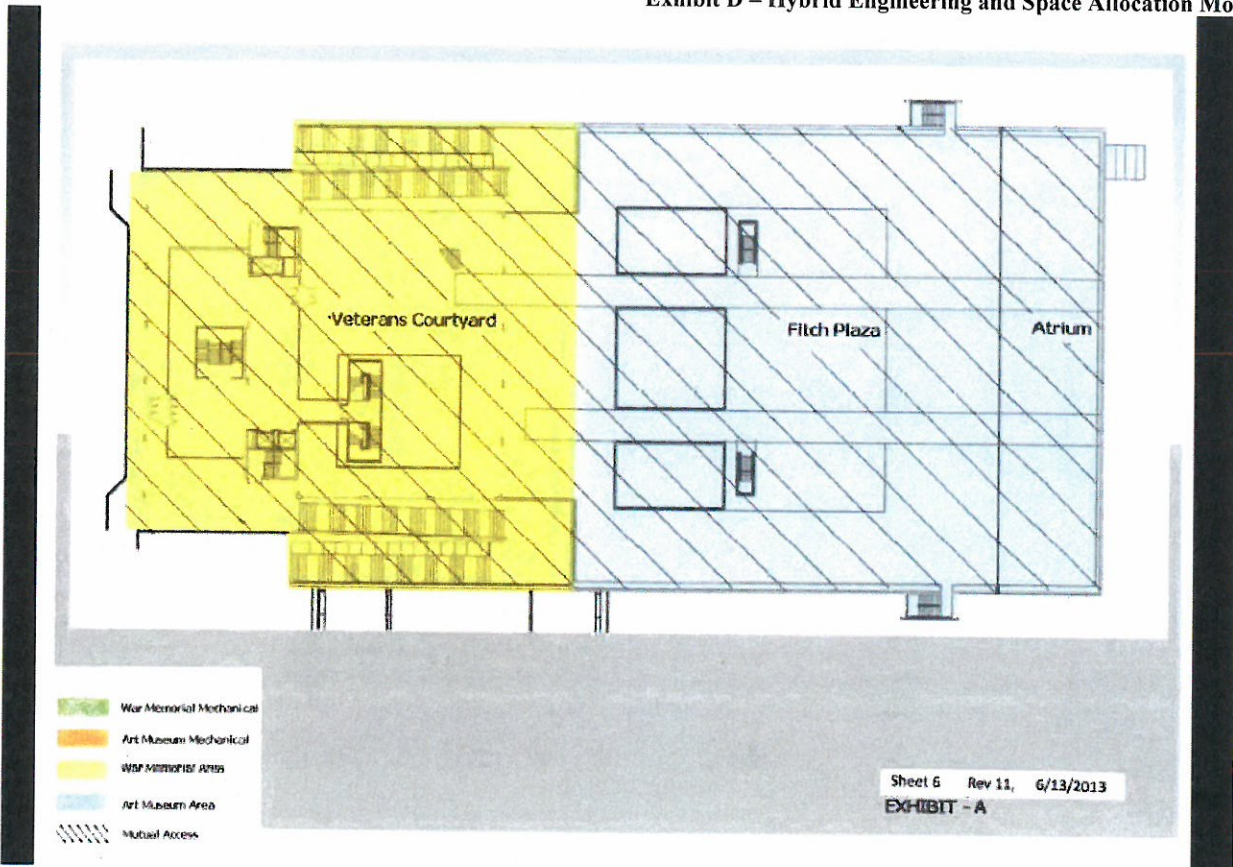


Exhibit D – Hybrid Engineering and Space Allocation Model

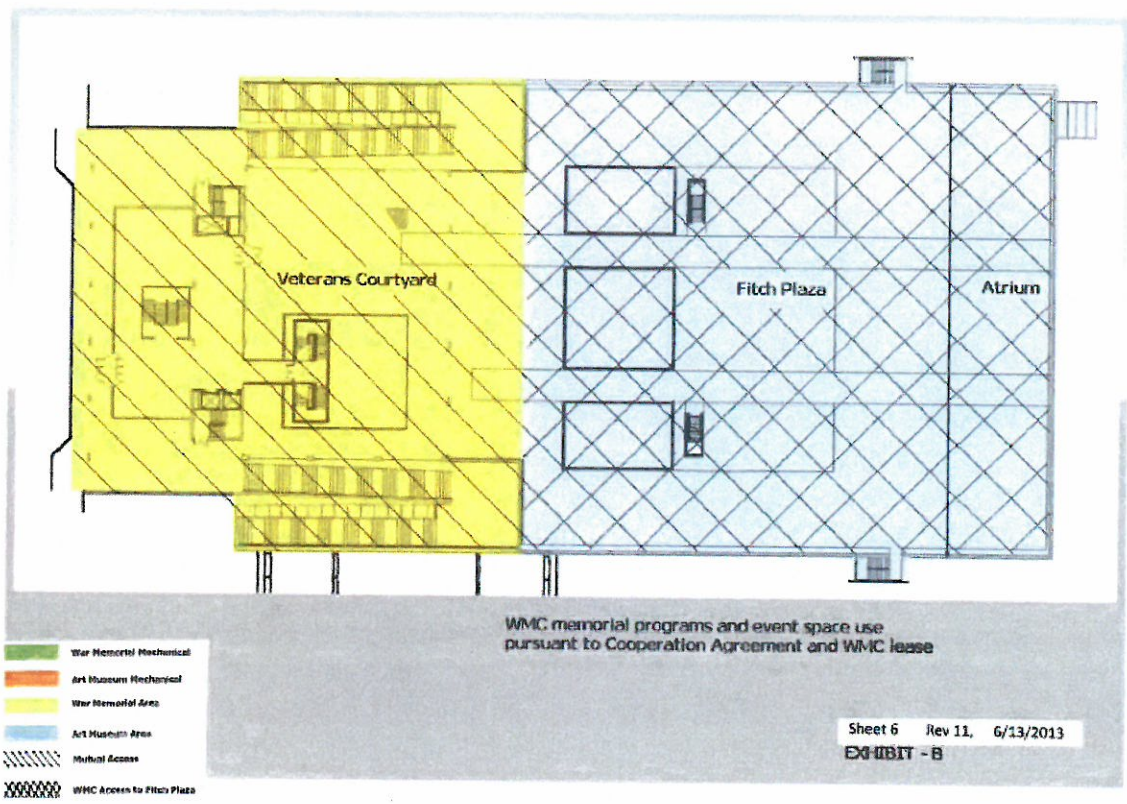
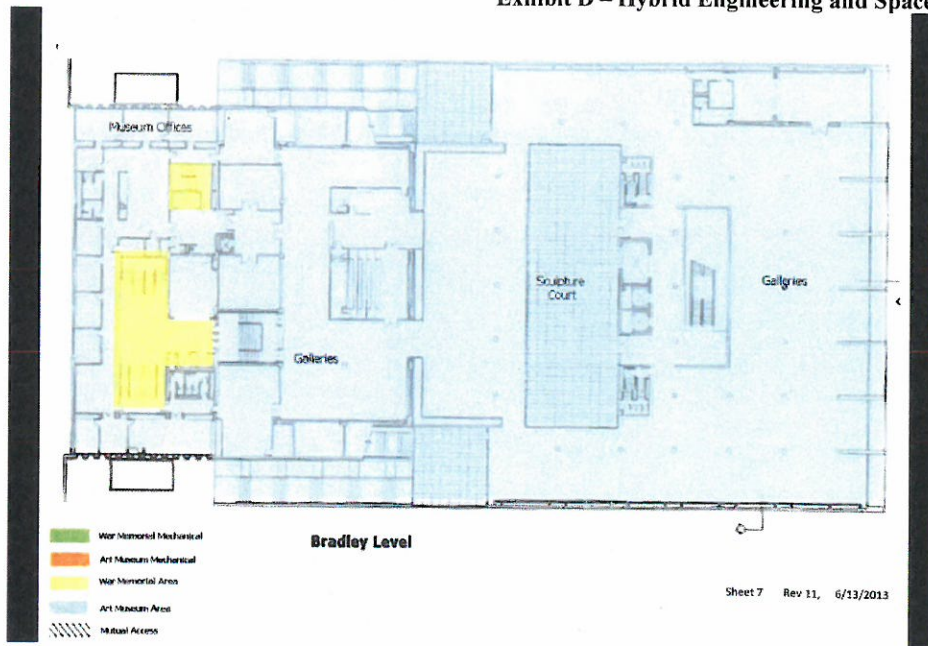


Exhibit D – Hybrid Engineering and Space Allocation Model



### Exhibit D – Hybrid Engineering and Space Allocation Model

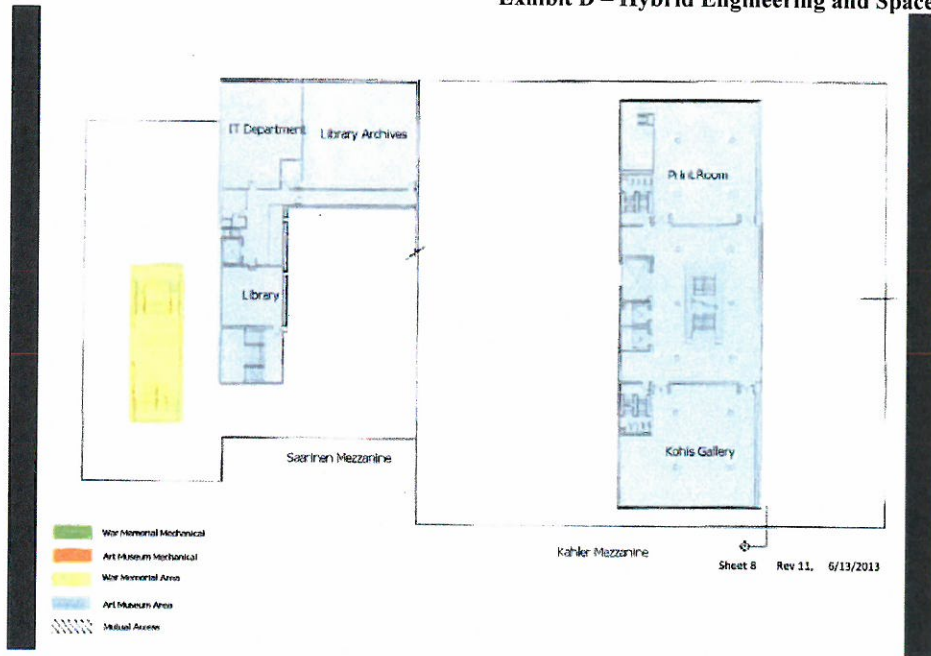




Exhibit D – Hybrid Engineering and Space Allocation Model

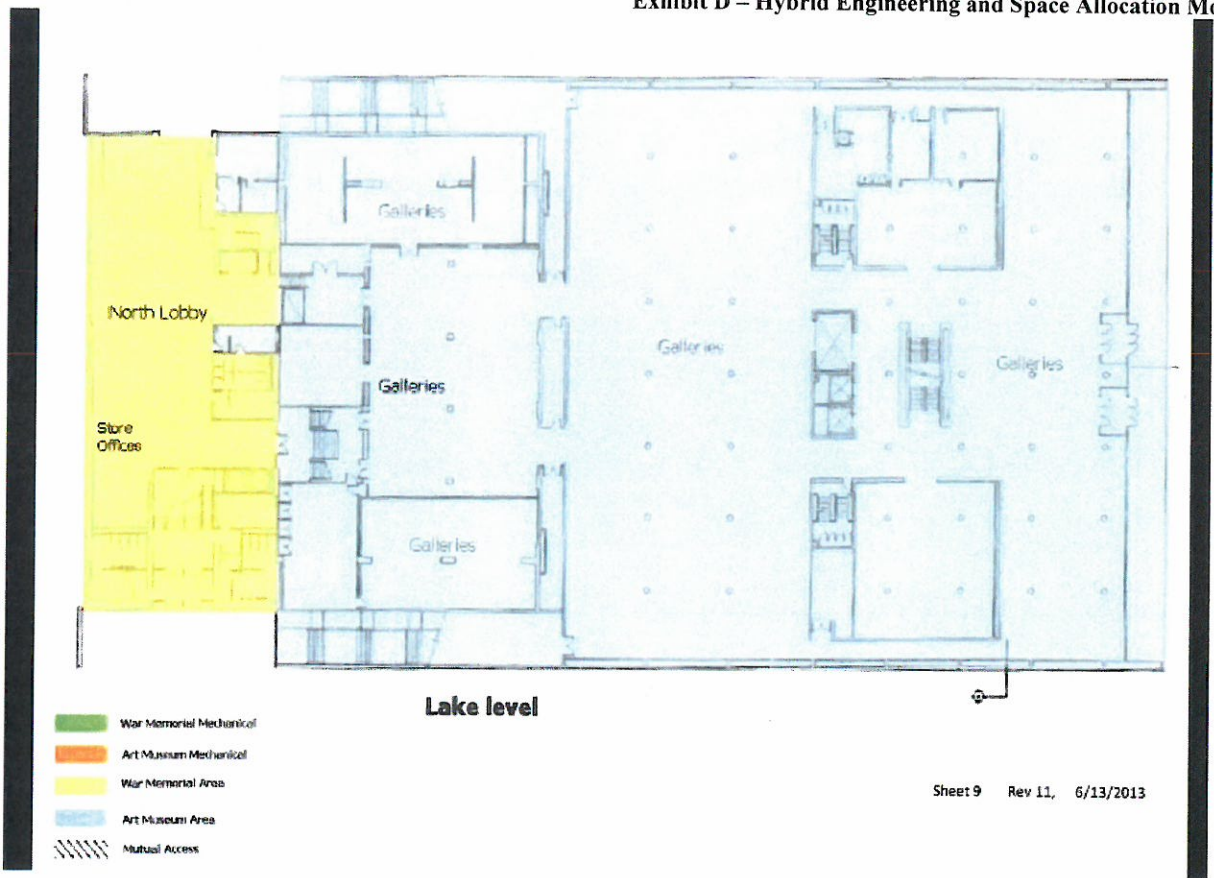


Exhibit D – Hybrid Engineering and Space Allocation Model

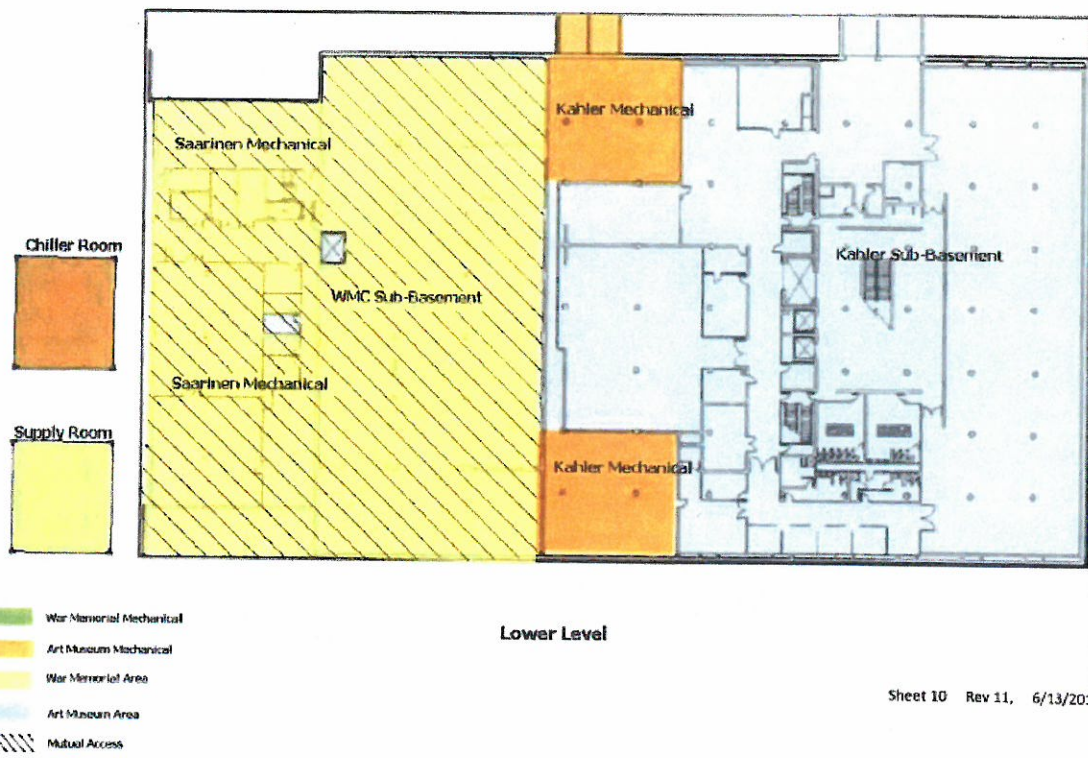


Exhibit D – Hybrid Engineering and Space Allocation Model

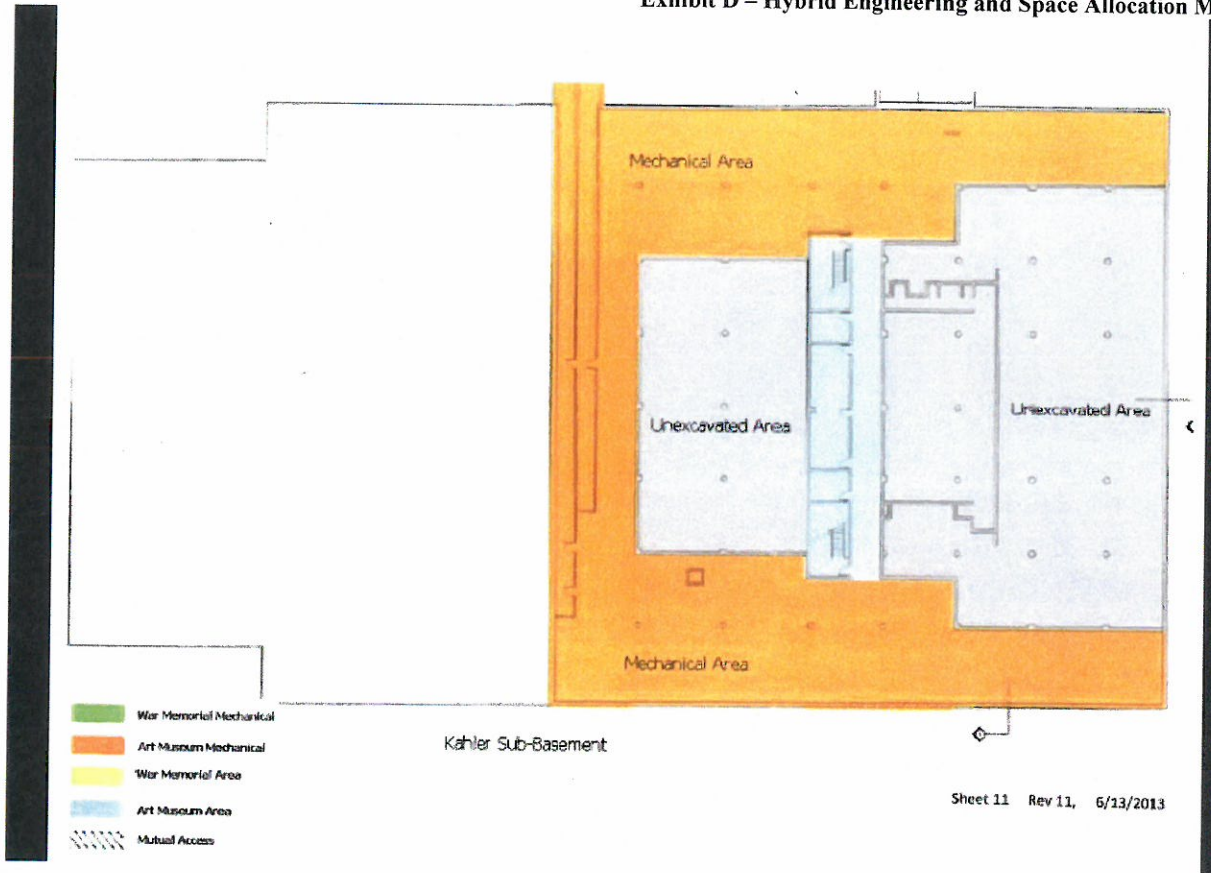


Exhibit D – Hybrid Engineering and Space Allocation Model

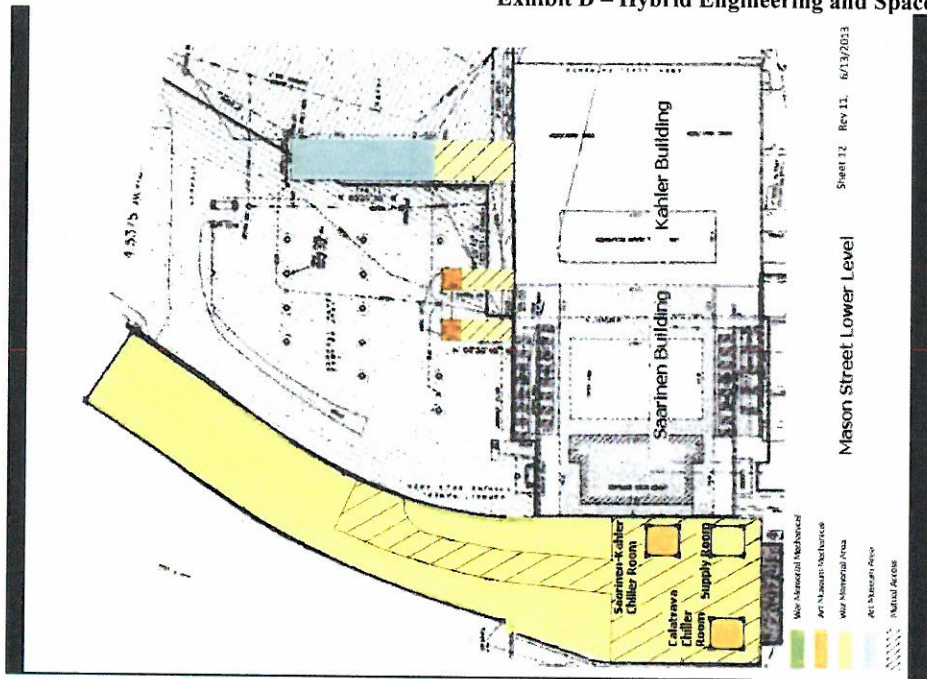
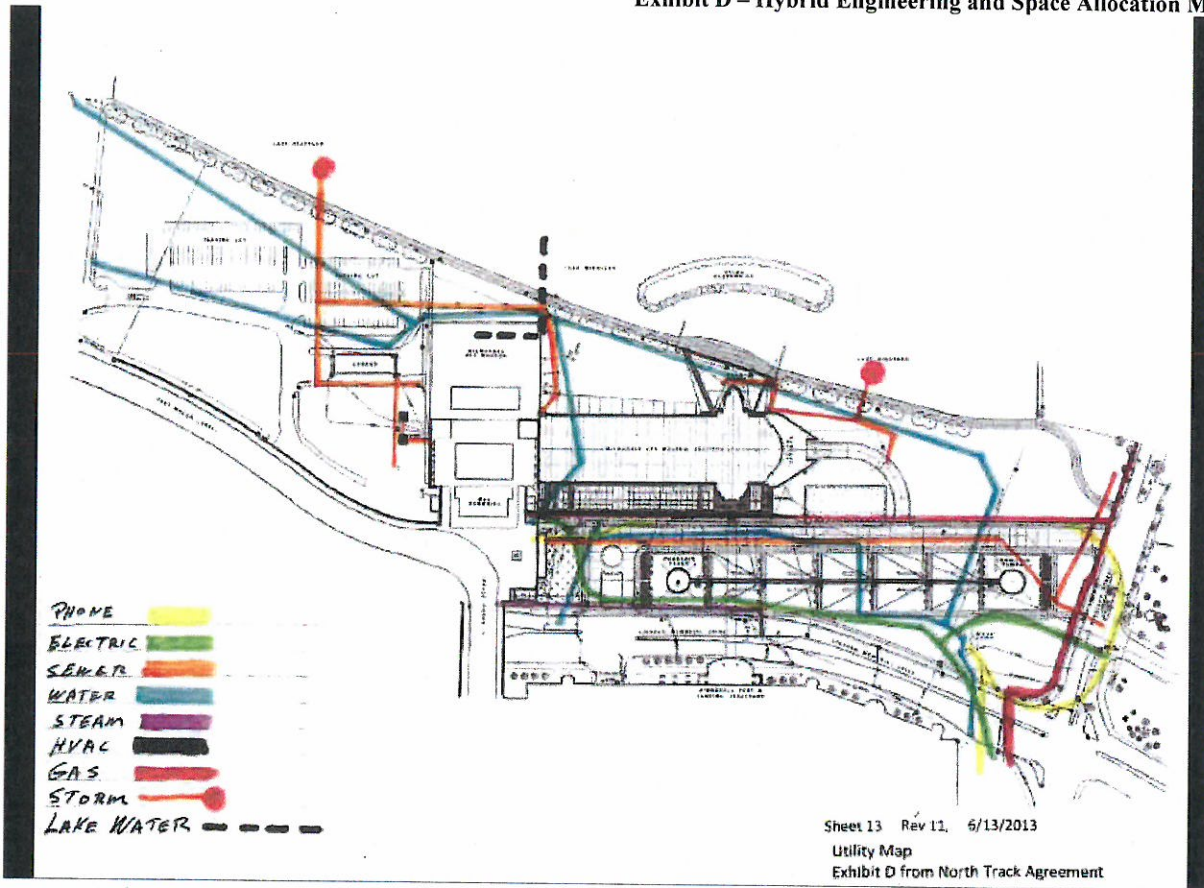


Exhibit D – Hybrid Engineering and Space Allocation Model





Document Number	Document Title
	LAKEFRONT CULTURAL CENTER CONDOMINIUM  DECLARATION OF CONDOMINIUM
	Recording Area
	This document was drafted by and after recording should be returned to:  Bruce Block Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202
	394-998-4; part of 394-999-110-3; part of 395-999-111-9; part of 394-9994-2 Parcel Identification Numbers (PINs)

This document was drafted by  
Bruce Block  
Reinhart Boerner Van Deuren s.c

LAKEFRONT CULTURAL CENTER CONDOMINIUM  
700 North Art Museum Drive  
Milwaukee, Wisconsin

DECLARATION OF CONDOMINIUM

RECITALS

A. Prior to the date hereof, Milwaukee County ("County") and Milwaukee Art Museum, Inc. ("MAM") were parties to a certain Lease Agreement dated as of October 1, 2013, pursuant to which County leased to MAM a portion of the Land, a portion of the Saarinen Building and the Kahler Building (all as defined below) (the "MAM Lease"), and further pursuant to which County granted to MAM certain air rights for the construction and location of a pedestrian bridge ("Pedestrian Bridge") over Lincoln Memorial Drive (the "Air Rights");

B. Prior to the date hereof, County and Milwaukee County War Memorial, Inc. ("WMC") were parties to a certain Lease Agreement dated as of October 1, 2013, pursuant to which County leased to WMC a portion of the Land, a portion of the Saarinen Building, the Underbridge and the North Tract (all as defined below) (the "WMC Lease");

C. Prior to the date hereof, County, MAM and WMC were parties to that certain North Tract Access, Use and Future Development Agreement dated as of October 1, 2013 (the "North Tract Agreement");

D. MAM and WMC are parties to that certain Cooperation Agreement dated as of October 1, 2013 (the "Cooperation Agreement");

E. MAM, WMC and County are parties to that certain Development Agreement dated as of October 1, 2013 (the "Development Agreement");

F. Pursuant to Milwaukee County Board Resolution 16-229 ("Resolution"), County approved a transfer of ownership of the portions of the Saarinen Building, North Tract and Underbridge currently leased to WMC (the "WMC Transfer"), and a transfer of the portion of the Saarinen Building currently leased to MAM, the Kahler Building, including the East Addition, and the property commonly known as O'Donnell Park, located at 910 Michigan Street, Milwaukee, Wisconsin (the "O'Donnell Property") to MAM (collectively, the "MAM Transfer" and collectively with the WMC Transfer, the "Transfers"). Pursuant to the foregoing Resolution and to effectuate the Transfers, County and MAM have agreed to create two condominiums, one for the O'Donnell Property, which condominium is separate from the Condominium created herein, (the "Lakefront Pavilion Condominium") and another condominium for the Land, the Saarinen Building, the Kahler Building and the Calatrava (as defined in Section 2, below). Prior to the date hereof, MAM owned fee simple interest in the Calatrava and will continue such ownership.

G. Concurrently with the Transfers, the parties have agreed to terminate the MAM Lease, WMC Lease and North Tract Agreement, which agreements are being replaced by this Declaration of Condominium and the Condominium Agreement of the Lakefront Cultural Center



Condominium hereunder (the "Condominium Agreement"), and any documents or exhibits referenced in this Declaration of Condominium or the Condominium Agreement. The Cooperation Agreement will remain in full force and effect, subject to modification or termination by MAM and WMC as set forth in that document. The Development Agreement will remain in full force and effect, subject to modification or termination by MAM, WMC and County as set forth in that document. MAM and County are entering into a separate easement agreement regarding the Air Rights for the benefit of the Pedestrian Bridge.

## AGREEMENT

MILWAUKEE COUNTY and MILWAUKEE ART MUSEUM, INC. (collectively, "Declarant"), do hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (the "Condominium Law"). The said real estate and all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as the Lakefront Cultural Center Condominium (the "Condominium"). The address of the Condominium shall be 700 North Art Museum Drive, Milwaukee, Wisconsin 53202.

1. Description of Land. The land which is the subject of this Declaration and upon which the improvements are located is in Milwaukee County, Wisconsin, and is more particularly described on Exhibit A attached hereto (the "Land"). A survey of the Land, showing the boundaries of the Condominium, is contained in the Lakefront Cultural Center Condominium Plat filed for record in the office of the Register of Deeds for Milwaukee County, Wisconsin (the "Condominium Plat"). A copy of the Condominium Plat is attached hereto as Exhibit B.

2. Description of Buildings. The improvements currently constructed on the Land consist of three buildings: the "Saarinen Building", the "Kahler Building" and the "Calatrava" (each a "Building" and collectively referred to herein as the "Buildings"). The Kahler Building includes the eastern expansion of that structure undertaken by MAM in 2014-15 and commonly referred to as the "East Atrium Addition" or the "East Addition". Each Building is depicted on the Condominium Plat.

3. Identification and Location of Units. The Land and the Buildings described in Sections 1 and 2 have been divided into three condominium units ("County Unit 1", "MAM Unit 2" and "WMC Unit 3", individually a "Unit" and collectively, the "Units") as designated on the Condominium Plat, and the Limited Common Elements and Common Elements (both as hereinafter defined). Simultaneously with the recording of this Declaration, title to County Unit 1 will be conveyed to the County, title to MAM Unit 2 will be conveyed to MAM and title to WMC Unit 3 will be conveyed to WMC. As noted in Recital F above, MAM owns the Calatrava and inclusion of the Calatrava within MAM Unit 2 will not effect or cause a change in ownership of the Calatrava.

4. Description of Units.

(a) The dimensions and locations of the Units are set forth on the Condominium Plat. All capitalized terms below refer to the specific areas identified by such terms on the Condominium Plat. The description and boundaries of each Unit are as follows:

(i) County Unit 1. County Unit 1 consists of the following:

- [a] All of the Land;
- [b] The Shoreline Area, and the improvements located within the Shoreline Area, including, without limitation, the Sea Wall, the Lake Walk, the flood control structures, heat tracing system and drainage outfalls (collectively designated as "Outfalls" on the Condominium Plat); and
- [c] All structural columns, footings, foundations (including all components of the underground foundation), caissons (if any), roof, Mason Street and adjacent sidewalk surface area (inclusive of the Mason Street Plaza) and bearing walls (collectively, the "Structural Components") of the Underbridge.

(ii) MAM Unit 2. MAM Unit 2 consists of the following:

- [a] The Calatrava, including all exterior surfaces and Structural Components;
- [b] The surface improvements of the West Plaza;
- [c] The surface improvements of the Fountain Area;
- [d] The surface improvements of the Art Museum Drive;
- [e] The surface improvements of the Parking Lot Access Drive;
- [f] The Kahler Building, including all exterior surfaces and Structural Components;
- [g] The surface improvements of the East Addition Plaza;
- [h] The surface improvements of the East Calatrava Plaza;
- [i] All interior portions of the Saarinen Building Base depicted on the Condominium Plat as part of MAM Unit 2, including the exterior walls of the Saarinen Building Base, including, but not limited to:

- [i] The Docent Room;
- [ii] Fitch Plaza; and
- [iii] The Offices located in the Saarinen Building Base Sub-Basement.

located within the North Tract;

- [j] The Loading Dock and Air Vent(s) improvements

- [k] All mechanical equipment and systems located within the Saarinen Building Base and Underbridge serving the Kahler Building and Saarinen Building Base;

- [l] Any improvements located on the Land that support the Pedestrian Bridge; and

- [m] The two Lake Michigan intake pipes.

(iii) WMC Unit 3. WMC Unit 3 consists of the following:

- [a] All portions of the of the Saarinen Building Pedestal (the "Pedestal") depicted on the Condominium Plat as part of the WMC Unit 3, including the air handling and mechanical systems located within the Pedestal and the interior walls of the Pedestal;

- [b] All interior areas of the Underbridge that are not part of MAM Unit 2;

- [c] All portions of the Saarinen Building Base depicted on the Condominium Plat as part of WMC Unit 3, including the interior walls of such portions, including, but not limited to the following:

- [i] The North Lobby, including the North Lobby Entrance Plaza;

- [ii] The South Entrance Lobby Area and South Entrance Plaza;

- [iii] The Docent Level Lobby; and

- [iv] The Saarinen Building Base Sub-Basement (except any portions that are part of MAM Unit 2, above).

- [d] The surface of Veterans Courtyard;

- [e] Veteran's Gallery; and

- [f] The surface of, including all surface materials and improvements on, the North Tract, except for the Loading Dock and Air Vent(s), which are part of MAM Unit 2.

(b) Except as otherwise expressly provided herein, whenever a Unit includes a Building, or a portion thereof, the following shall apply:

(i) The lower boundary of such portion of the Unit shall be the undersurface of the concrete floor beneath such Building.

(ii) The upper boundary of the Unit shall be the plane of the outer surface of the ceiling drywall of the highest level of the Unit (or applicable portion thereof).

(iii) The vertical boundaries of such portion of the Unit shall be as follows:

[a] As to vertical boundaries separating horizontally adjacent Units or separating horizontally adjacent Units and Common Elements, such boundaries shall be the vertical plane running through the exact center of each wall separating the Unit from another Unit or from any areas which are Common Elements, provided, however, that all doors and windows serving a Unit and opening onto, or into, Common Elements or another Unit, shall be included within the boundaries of the Unit served by such doors and windows.

[b] As to any other vertical boundary, such boundary shall be the vertical plane described by the exterior surface of the exterior wall of such Unit (including within such boundary all physical elements and components of such exterior surface such as, but not limited to, windows, doors, and building facade).

(c) All utility services, lines, pipes, wires, vents, flues, elevators, chimneys, ducts, cables, conduits, antennae, fire prevention installations, stairwells and Building service equipment (collectively, the "Service Elements") serving only one Unit and located within the boundaries of such Unit shall be a part of the Unit served. All Service Elements serving more than one Unit shall be Common Elements (or Limited Common Elements, as applicable), regardless of where such Service Elements are located, unless such Service Element is part of a specific Unit as provided in this Section 4. All Structural Components supporting only one Unit shall be part of such Unit. All Structural Components supporting more than one Unit shall be Common Elements (or Limited Common Elements, as applicable), regardless of where such Structural Components are located, unless such Structural Components are part of a specific Unit as provided in this Section 4. (For example, the Structural Components of the Underbridge are part of County Unit 1, and are not a Common Element).

(d) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction or repair of the Building(s), or as a result of settling or shifting of the Building(s), a valid easement for the encroachment and for its maintenance shall exist so long as the Building(s) stands. The existing physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Building(s) and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit or Common Element.

5. Description of the Common Elements. The following are the Common Elements of the Condominium (the "Common Elements"):

(a) The storm water system located within the boundaries of the Condominium that serves all of the Units (except for the north/south storm water line that runs along the western portion of the Condominium, beneath the Underbridge, that extends and serves areas north and south of the Condominium, which is owned by Milwaukee County but is not part of County Unit 1);

(b) The Service Elements serving all of the Units (except for the water main supply line that serves the Saarinen Building, which is owned by Milwaukee County but is not part of County Unit 1);

(c) The Structural Components within and beneath the Saarinen Building Base (that are not otherwise part of a specific Unit as provided in Section 4 above or not part of the Limited Common Elements pursuant to Section 6(c)(i), below); and

(d) Any other Common Elements that may be designated on the Condominium Plat as Common Elements.

6. Description of Limited Common Elements. The following Common Elements are assigned to and limited to the exclusive use of one or more of the Units as follows (the "Limited Common Elements"):

(a) Any Service Elements and/or Structural Components serving more than one Unit but less than all of the Units shall be appurtenant to and reserved for the exclusive use of the Units so served, unless otherwise indicated on the Condominium Plat or in this Declaration.

(b) Any other Common Elements that may be designated on the Condominium Plat as Limited Common Elements appurtenant to one or more specific Units.

(c) The following are Limited Common Elements appurtenant to County Unit 1 only (the "Springing Limited Common Elements"), until the Transfer Date (as defined in Section 18 below):

(i) All Structural Components of the Pedestal, including those above the Saarinen Building Base, or within the Saarinen Building Base to the extent the same support the Pedestal, and the exterior walls of the Pedestal, including the exterior ledges and balconies;

(ii) The roof of the Pedestal;

(iii) The Exterior Saarinen Building Base Stairs, as designated on the Condominium Plat; and

(iv) The Exterior Pavement Outside Veterans Gallery, as designated on the Condominium Plat; and

(v) The exterior canopies above the north and south entrances to the Saarinen Building, as designated on the Condominium Plat.

7. Condominium Plat. There is recorded concurrently herewith a Condominium Plat containing a survey of the Land and plans showing the approximate dimensions, floor area and location of each Unit and showing the Common Elements and Limited Common Elements graphically, to the extent feasible. Each Unit is designated on the Condominium Plat by number. The Condominium Plat includes in it the certificate of a licensed land surveyor authorized to practice that profession in the State of Wisconsin, that the Condominium Plat is a correct representation of the Condominium and that the identification and location of each Unit and the Common Elements and Limited Common Elements can be determined from the Condominium Plat.

8. Determination of Percentage Undivided Interest in Common Elements. The undivided percentage interest (the "Undivided Interest") in the Common Elements appurtenant to each Unit shall be as follows:

<u>Unit</u>	<u>Undivided Interest</u>
County Unit 1	33 1/3%
MAM Unit 2	33 1/3%
WMC Unit 3	33 1/3%
	100%

9. Voting Rights in the Condominium Association; Small Condominium.

(a) There shall be three (3) votes in the Condominium Association. Each Unit shall have one vote.

(b) The Condominium established by this Declaration is a small condominium as defined in Wis. Stats. §703.02(14m). In accordance with §703.365 of the Condominium Law: (i) The Condominium Association shall have no bylaws and shall be governed by the terms of the Condominium Agreement; (ii) The obligation to establish a statutory reserve account is hereby waived, and no statutory reserve account will be established for this Condominium; and (iii) Wis. Stats. §703.365(8) regarding disclosure requirements shall apply to this Condominium.

10. Use of Units. The Units may be used only for the following purposes:

(a) Any portion of County Unit 1 not now or hereafter encumbered by improvements shall be used for park purposes only, subject to Chapter 47 of the Milwaukee County Ordinances, as amended from time to time. County Unit 1 shall not be used in any manner which conflicts with the permitted uses of MAM Unit 2 and WMC Unit 3, set forth below.

(b) MAM Unit 2 may be used for exhibition space, storage space, performance space, theater space, meeting rooms, classroom space, multimedia displays, special events, art education, the placement of art installations, a museum shop or any other use consistent with the Public Trust Doctrine, and ancillary and accessory uses to all of the foregoing (including but not limited to parking), and offices related to any of the foregoing uses. An auxiliary non-destination restaurant with food and beverage service, including the service and sale of alcoholic beverages, including ancillary and accessory uses thereto, is also a permitted use (including the holding of a liquor license). The MAM Unit 2 owner shall operate MAM Unit 2, including any restaurant located in MAM Unit 2, in compliance with the Public Trust Doctrine. The MAM Unit 2 owner shall supply to the County, upon demand, evidence of the hours of operation, fees, eligible users, and other usage conditions of any restaurant in MAM Unit 2 to confirm compliance with the Public Trust doctrine. Notwithstanding the foregoing, MAM Unit 2 owner shall have the right to exclude the public from the unenclosed portions of MAM Unit 2 for no more than twenty (20) days per year and only for limited special events, upon notice reasonably provided to County, and also during such periods when, and only when, construction activity would pose a risk to the public, and for other special events, upon securing a permit from County, except that the Lake Walk must remain open at all times to the public. County may, by permit, grant the MAM Unit 2 owner more days per year to exclude the public for special events. All such public uses shall be subject to reasonable rules and regulations and shall be in addition to the rights of the public to use and enjoy facilities located in or on MAM Unit 2 at such times as those facilities are open for business, during announced special events, for publicly available tours, for special classes and educational events made available to County and area residents, for public dining in any restaurant that may be part of MAM Unit 2, for public access to the scenery of the lakefront during inclement weather, for access to the lakefront by those with physical disabilities, and similar purposes, which access rights are subject to reasonable rules and regulations of the MAM Unit 2 owner, to protect the safety of visitors to MAM Unit 2, to protect any art collection(s) located within MAM Unit 2 or the Condominium, and to allow for proper sharing of uses.

(c) WMC Unit 3 may be used for lawful purposes consistent with furthering the mission of the Milwaukee County War Memorial, Inc., promoting educational programs and exhibitions for the benefit of the public which honor the memory of veterans, and any other use consistent with the Public Trust Doctrine, and providing for the enjoyment of visitors and citizens of the County, including the operation of parking facilities on the North Tract and Underbridge consistent with present uses. The WMC Unit 3 owner shall operate WMC Unit 3, including any restaurant located in WMC Unit 3, in compliance with the Public Trust Doctrine. The WMC Unit 3 owner shall supply to County, upon demand, evidence of the hours of operation, fees, eligible users, and other usage conditions of any restaurant in WMC Unit 3 to confirm compliance with the Public Trust Doctrine. Notwithstanding the foregoing, the WMC Unit 3 owner shall have the right to exclude the public from the unenclosed portions of WMC Unit 3 for no more than twenty (20) days per year and only for limited special events, upon notice reasonably provided to County, and also during such periods when, and only when, construction activity would pose a risk to the public, and for other special events, upon securing a permit from the County, except that the Lake Walk must remain open at all times to the public. The County may, by permit, grant the WMC Unit 3 owner more days per year to exclude the public for special events. All such public uses shall be subject to reasonable rules and regulations and shall be in addition to the rights of the public to use and enjoy facilities

located in or on WMC Unit 3 at such times as those facilities are open for business, during announced special events, for publicly available tours, for special classes and educational events made available to County and area residents, for public dining in any restaurant that may be part of WMC Unit 3, for public access to the scenery of the lakefront during inclement weather, for access to the lakefront by those with physical disabilities, and similar purposes, and which access rights are subject to reasonable rules and regulations of the WMC Unit 3 owner, to protect the safety of visitors to WMC Unit 3.

(d) MAM Unit 2 and WMC Unit 3 are subject to County Unit 1 owner's reservation of the right for all unenclosed portions of MAM Unit 2 and WMC Unit 3 to be used by the public for the uses allowed by the Public Trust Doctrine and the lake bed grants, subject to reasonable rules and regulations established by the MAM Unit 2 and/or WMC Unit 3 owners, respectively.

(e) The owners of each Unit shall have the right within their respective Units to alter, construct and remove the interior portions of their Units (including interior walls) in accordance with the purposes permitted herein and, in connection therewith, to relocate Common Elements (or Limited Common Elements) within their respective Units, provided that any such construction or relocation of Common Elements (or Limited Common Elements) shall: (i) be consistent with the operation and maintenance of the Condominium as a first-class complex; and (ii) neither interfere unreasonably with the use of any other Unit and rights appurtenant thereto, nor impair the structural integrity of Service Elements or Structural Components of the Condominium, nor unreasonably interrupt service to other parts of the Condominium. Except in an emergency no Unit owner shall commence any work affecting the Common Elements or Limited Common Elements (whether located inside or outside of their Units) without providing the other Unit owners with at least thirty (30) days prior written notice of the extent of the work to be performed, the names of all contractors performing the work and the estimated commencement date, and obtaining the consent of such other Unit owners for such work (not to be unreasonably withheld, conditioned or delayed). The Unit owner commencing such work affecting the Common Elements (or Limited Common Elements as applicable) shall provide such additional information as the Condominium Association or such other Unit owners may request. If the Unit owners do not respond to such written request for consent within thirty (30) days after the receipt of the foregoing information, the request shall be deemed approved. In the event of any dispute between Unit owners regarding whether a Unit owner's plans for construction will "unreasonably interfere" with the use of another Unit, such matter shall be handled as set forth in the Condominium Agreement.

(f) If any construction, mechanic's, materialman's or other similar lien shall at any time be filed against a Unit (the "Affected Unit") on account of any work, labor or services performed or claimed to have been performed, or on account of any materials furnished or claimed to have been furnished, in connection with or at the direction of another Unit owner (the "Responsible Unit Owner"), the Responsible Unit Owner shall, without cost or expense to the owner of the Affected Unit, promptly (within sixty (60) days of the filing of the same), cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise. Without limiting any other rights or remedies of the Affected Unit owner, if the Responsible Unit Owner fails for any reason to cause a lien or encumbrance to be discharged within sixty (60) days of the filing or recording thereof, then the



Affected Unit owner may take such action(s) as it deems necessary to cause the discharge of the same (including, without limitation, by paying any amount demanded by the party who has filed or recorded such lien or encumbrance, regardless of whether the same is in dispute), and the Affected Unit owner shall be reimbursed by the Responsible Unit Owner for all costs and expenses (including reasonable attorneys' fees) incurred by the Affected Unit owner in connection therewith, within thirty (30) days following written demand therefor.

(g) The owners of MAM Unit 2 and WMC Unit 3 agree that they will not use, or permit the use of, their respective Units in a manner that would result in a use of the applicable Unit for a "Private Activity" (as defined in the Internal Revenue Code, as amended) to the extent necessary to maintain the tax-exempt status of the interest on outstanding bonds issued or to be issued by County to finance repairs or improvements to the Units. This provision shall remain in force as long as the County has such bonds outstanding.

11. Relocation of Boundaries Between Adjoining Units. Owners of adjoining Units may relocate the boundaries between their Units in accordance with the provisions of the Condominium Law, provided that any proposed reallocation of voting rights, liability for common expenses and Undivided Interests must be unanimously approved by the Board of Directors of the Condominium Association.

12. Creation of a Divided Unit Condominium.

(a) Except as expressly set forth herein, no Unit owner may create a separate condominium (a "Divided Unit Condominium") within the Condominium, without the prior written consent of all Unit owners.

(b) The owner of MAM Unit 2 and the owner of WMC Unit 3 may, each, create a separate condominium (a "Divided Unit Condominium") within the Condominium by subjecting its respective Unit to another declaration of condominium (a "Divided Unit Declaration of Condominium") and thereby subdividing such Unit into two or more individual units (the "Subunits"), each of such Subunits thereby becoming a separate unit within the Divided Unit Condominium. (A Unit which is converted into a Divided Unit Condominium as provided herein is referred to herein as a "Divided Unit.") Under a Divided Unit Declaration of Condominium, all portions of the Divided Unit not included in any Subunit shall constitute the common elements of the Divided Unit Condominium. Use of said Subunits shall be subject to restrictions, rules and regulations contained in or promulgated pursuant to this Declaration and the Condominium Agreement, as well as to those contained in or promulgated pursuant to the Divided Unit Declaration of Condominium and the by-laws or condominium agreement and rules and regulations, if any, of the condominium association of the Divided Unit Condominium. If this Declaration or the Condominium Agreement are amended after the creation of a Divided Unit Condominium, the Divided Unit Condominium Declaration of Condominium and the by-laws or condominium agreement and rules and regulations of the condominium association of the Divided Unit Condominium shall be deemed amended to the extent inconsistent with this Declaration or the Condominium Agreement of the Condominium Association, as amended. Notwithstanding the creation of a Divided Unit, the WMC Unit 3 owner and the MAM Unit 2 owner must each maintain the voting rights of WMC Unit 3 and MAM Unit 2, respectively, hereunder.

13. Organization of Unit Owners. An unincorporated association through which the Unit owners will manage and regulate the Condominium has been formed and has enacted a Condominium Agreement pursuant to the Condominium Law. The name of the association is the Lakefront Cultural Center Condominium Association (the "Condominium Association").

14. Common Elements Located Inside of Units, Etc. Each Unit owner shall have an easement to use all Service Elements and other Common Elements (or, if applicable, Limited Common Elements) located in any other Unit and serving its Unit. Each Unit shall be subject to an easement in favor of the owners of the other Units to use the Service Elements and other Common Elements (or, if applicable, Limited Common Elements) serving such other Unit and located in such Unit. The Common Elements and all Units are subject to mutual rights of support, access, use and enjoyment by all Unit owners. The Condominium Association shall have a right of access to each Unit to inspect the same, to correct or remove therefrom violations of this Declaration, the Condominium Agreement or applicable laws and to install, maintain, repair, replace and relocate the Service Elements and other Common Elements within or accessible from such Unit. Where an emergency fire exit leads to a Unit, said Unit shall be subject to an access easement in favor of the owners of the other Units to reach the Common Elements in the event of emergency. Any installation, replacement or relocation of Common Elements within a Unit shall be located at or near previous locations (if feasible) or, to the extent feasible, above ceiling surfaces, below floor surfaces or within walls. Except in an emergency, any right of access to a Unit granted in this Section 14 shall be exercisable only after reasonable advance notice and with reasonable efforts to minimize interference with use of such Unit. A Unit shall promptly be restored to its prior condition after completion of any work in the Unit conducted pursuant to any right of access granted in this Section 14.

15. Easements.

(a) There shall be an easement appurtenant to MAM Unit 2 for a nonexclusive right of access on, over, under, and across the North Tract for (i) pedestrian and vehicular access between the Lincoln Memorial Drive right-of-way and MAM Unit 2, including the loading dock and passageway into the Kahler Building and access to the Underbridge, (ii) pedestrian and vehicular access between different parts of MAM Unit 2, (iii) pedestrian and vehicular access between the Lake Walk to MAM Unit 2, and (iv) parking purposes on an as available basis, at then existing rates as determined by the WMC Unit 3 owner or pursuant to a separate agreement entered into by the WMC Unit 3 owner and the MAM Unit 2 owner, as such parking areas exist now or in the future. Such access to the North Tract shall be made available to MAM Unit 2 on all days and at all times, subject to temporary interruptions reasonably necessary for security emergencies, and for maintenance, repair, replacements and permitted alterations of the North Tract.

(b) There shall be an easement appurtenant to MAM Unit 2 for temporary construction rights of access on, over and across the North Tract for the purpose of transporting and staging equipment and materials in connection with any repairs, replacements or additions to the Kahler Building and the portions of MAM Unit 2 located within the Saarinen Building, and an easement to MAM Unit 2 for temporary access on, over and across the North

Tract in connection with any repairs, replacements or additions to any other portions of MAM Unit 2.

(c) There shall be an easement appurtenant to the MAM Unit 2 for temporary construction rights of access on, over, under, across and outside the Underbridge to permit the MAM Unit 2 owner to combine the two chiller plants currently located within the Underbridge. Such combination will require the installation of piping, electrical and related facilities between the two existing chiller plants (which may be run underground between the two plants or may be run overhead or along the outside walls of the Underbridge).

(d) There shall be an easement appurtenant to MAM Unit 2 and WMC Unit 3 for rights to the use of the Shoreline Area, Sea Wall and the Lake Walk.

(e) There shall be (i) an easement appurtenant to MAM Unit 2 and WMC Unit 3 for the right to access and install, use, maintain, repair, replace and relocate such underground utility infrastructure (including without limitation, gas, electricity, steam, water, and sewer) on, over, across and under the Land and the North Tract in the area of the existing utility corridors shown on Exhibit C, attached hereto and made a part hereof, and (ii) an access easement appurtenant to County Unit 1 and MAM Unit 2 over and across the surface of the North Tract as may be required for use and installation of utility infrastructure (including maintenance, repairs and replacements of any such infrastructure). If additional utility infrastructure areas are required outside of the existing utility corridor areas shown on Exhibit C, such additional utility infrastructure areas shall be made available to MAM Unit 2 and/or WMC Unit 3, without cost or expense to the applicable Unit owner and subject to the County Unit 1 owner's approval as to the location of the same, which shall not be unreasonably withheld, conditioned or delayed. All such work shall be paid for by the party authorizing the requested work.

(f) There shall be an easement appurtenant to MAM Unit 2 for access in, through and to the Saarinen Building Base Sub-Basement, the Underbridge and the stairs and elevators located in the Saarinen Building that are part of either County Unit 1 or WMC Unit 3.

(g) There shall be an easement appurtenant to County Unit 1 for access in, through and to the Saarinen Building Base Sub-Basement, the Underbridge, the North Lobby, the South Entrance Lobby Area, Veterans Gallery and the stairs and elevators located in the Saarinen Building that are part of WMC Unit 3 and/or MAM Unit 2.

(h) There shall be (i) an easement appurtenant to MAM Unit 2 for access to and maintenance, repair, and replacement of, mechanical and air handling equipment and antennas on the roof of the Pedestal and in the Saarinen Building Base Sub-Basement, in their existing locations as of the date hereof, (ii) an easement appurtenant to MAM Unit 2 for access to and placement of new, or relocation of existing, mechanical and air handling equipment in the Saarinen Building Base Sub-Basement in areas approved by the WMC Unit 3 owner (such approval not to be unreasonably withheld, conditioned or delayed), and (iii) an easement appurtenant to MAM Unit 2 for access to and placement of new, or relocation of existing, antennas on the roof of the Pedestal in areas approved by the then current owner of the

Springing Limited Common Elements (such approval not to be unreasonably withheld, conditioned or delayed).

(i) There shall be an easement appurtenant to County Unit 1 for access over those portions of MAM Unit 2 and WMC Unit 3 not encumbered with improvements to maintain, repair and replace certain underground gas, electricity, steam water, sewer and other utilities and services as identified on the survey attached hereto as Exhibit C, including without limitation, the Lincoln Memorial Drive traffic signals, conduits, wires and controllers. Except in an emergency the County Unit 1 owner shall provide at least fifteen (15) business days advance written notice to the MAM Unit 2 and WMC Unit 3 owners of its intent to maintain, repair and replace any such utilities. Following any such maintenance, repairs or replacements, the County Unit 1 owner shall, at its sole cost and expense, repair and restore any damage to MAM Unit 2 and/or WMC Unit 3, including replacing any topsoil and planting grass on top of that portion of the surface disturbed by any such maintenance, repairs or replacements.

(j) There shall be an easement appurtenant to MAM Unit 2 (i) for placement of sculptures or other art work on the Land in the locations shown as Existing Sculpture Locations on the Condominium Plat; (ii) for future placement of sculptures or other art work or signs on the those portions of the Land which are the MAM Unit 2 owner's responsibility for maintenance, in locations approved by the County Unit 1 owner in writing (such approval not to be unreasonably withheld, conditioned or delayed); and (iii) for future placement of sculptures or other art work or signs on the those portions of the Land which are the WMC Unit 3 owner's responsibility for maintenance, in locations approved by the County Unit 1 owner and WMC Unit 3 owner in writing (such approval not to be unreasonably withheld, conditioned or delayed).

(k) There shall be an easement appurtenant to WMC Unit 3 for temporary construction rights of access on, over, under, across and outside the Underbridge to permit the WMC Unit 3 owner to perform construction work within and otherwise use the interior of the Underbridge, including, without limitation, the construction of a mezzanine level within the Underbridge.

(l) There shall be an easement appurtenant to WMC Unit 3 (i) for the location of existing (as of the date hereof) monuments on Mason Street Plaza, and (ii) for future placement of monuments and related improvements on the North Tract and Mason Street Plaza in locations approved by the County Unit 1 owner in writing (such approval not to be unreasonably withheld, conditioned or delayed).

(m) There shall be an easement appurtenant to MAM Unit 2 and WMC Unit 3 for access on, across, over and under the Land to maintain, repair, replace, reconstruct and rebuild MAM Unit 2 and WMC Unit 3, as necessary.

(n) There shall be an easement appurtenant to County Unit 1 for access on, across, over and under MAM Unit 2 and the WMC Unit 3 to maintain, repair, replace, reconstruct and rebuild County Unit 1 and meet its obligations set forth on Exhibit F attached hereto (the "Responsibilities Chart"), as necessary.

(o) There shall be an easement appurtenant to WMC Unit 3 for the placement, and access for maintenance, repair and replacements, of antennas on the roof of the Pedestal, in locations approved by the County Unit 1 owner (such approval to not be unreasonably withheld, conditioned or delayed).

(p) There shall be an easement appurtenant to WMC Unit 3 for access on, across, over and under County Unit 1 and MAM Unit 2 to meet its obligations set forth in the Responsibilities Chart, as necessary.

(q) There shall be an easement appurtenant to MAM Unit 2 for access on, across, over and under County Unit 1 and WMC Unit 3 to meet its obligations set forth in the Responsibilities Chart, as necessary.

(r) There shall be an easement appurtenant to WMC Unit 3 until September 30, 2097 for the use of Fitch Plaza for weddings, receptions, parties, events and other bookings in accordance with the terms of the Cooperation Agreement, so long as WMC is the owner of WMC Unit 3. The MAM Unit 2 owner shall not make changes to Fitch Plaza in a manner that materially interferes with the use of Fitch Plaza by WMC Unit 3, pursuant to the Cooperation Agreement (as it may be amended).

(s) In exercising any rights under the easements set forth herein, each Unit owner shall use commercially reasonable efforts to minimize the impact of such use on the operations of the other Unit owners. Any damage caused to a Unit by such access shall be repaired at the cost of the Unit owner that caused such damage.

16. Maintenance and Utilities.

(a) Each owner shall, at its sole cost and expense, maintain, repair, and if necessary (and subject to the casualty and condemnation provisions in the Condominium Agreement) replace its Unit to keep the same in good condition and repair, subject to reasonable wear and tear. All repairs, maintenance, replacements and other work on such owner's Unit shall be done in a good and workmanlike manner, free of construction liens, and shall include maintenance of landscaping and vegetation and regular snow removal. All such work shall be conducted to ensure compliance with applicable codes and ordinances.

(b) Notwithstanding anything to the contrary herein, the WMC Unit 3 owner shall, at its sole cost and expense, (i) perform litter and debris collection, maintenance of vegetation and landscaping and snow removal of the North Tract, Mason Street Plaza and such other portions of the Condominium identified as the WMC Unit 3 owner's maintenance responsibility on Exhibit F attached hereto, (ii) maintain the surface of Veterans Courtyard and Mason Street Plaza and (iii) perform the repairs, maintenance and replacements designated as the WMC Unit 3 owner's responsibility on the Responsibilities Chart.

(c) Notwithstanding anything to the contrary herein, the MAM Unit 2 owner shall, at its sole cost and expense (i) perform litter and debris collection, maintenance of vegetation and landscaping and snow removal of the Lake Walk and all portions of County Unit 1 located south of the Saarinen Building and east and south of the Kahler Building (including the Lake Walk); (ii) maintain and repair the existing benches and related lighting within the

Lake Walk and (ii) perform the repairs, maintenance and replacements designated as the MAM Unit 2 owner's responsibility on the Responsibilities Chart.

(d) Notwithstanding anything to the contrary herein, the County Unit 1 owner shall, at its sole cost and expense, perform the repairs, maintenance and replacements designated as the County Unit 1 owner's responsibility on the Responsibilities Chart.

(e) The County Unit 1 owner shall provide maintenance and repair of the improvements in, on and under the Shoreline Area (including, without limitation, the associated Lake Walk and Sea Wall) to the extent needed to continue to prevent and forestall loss of land as a result of erosion, wave action or other natural forces, and shall restore such land lost and repair all damage in the Shoreline Area that may be caused by such forces.

(f) Each owner is responsible for all charges for gas, electricity, steam, water and sewer used or consumed within such owner's Unit. The costs for any utilities that are not separately metered between MAM Unit 2 and WMC Unit 3 shall be prorated based upon a separate written agreement for allocation between the MAM Unit 2 and WMC Unit 3 owners.

17. Restrictions.

(a) No owner shall make any alterations to the location or configuration of the North Tract without the prior written approval of all owners, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Any future development of the North Tract by the WMC Unit 3 owner (except for those set forth in the Development Agreement) is subject to the prior written approval of the County Unit 1 and MAM Unit 2 owners, and all other approvals required by law. If any development on the North Tract by the WMC Unit 3 owner results in a loss of parking spaces and/or access to the MAM Unit 2 owner, the WMC Unit 3 owner shall grant the MAM Unit 2 owner rights to equivalent replacement parking and access. Any proposed development by the WMC Unit 3 owner within the North Tract which is approved by the County Unit 1 and MAM Unit 2 owners may be subject to such reasonable conditions as the County Unit 1 and MAM Unit 2 owners may require, including but not limited to, compensation for lost revenue and rights relinquished, expenses incurred and/or equivalent parking spaces for the MAM Unit 2 owner as a result of access and/or parking spaces lost. The WMC Unit 3 owner shall be responsible for the costs of relocating or reconfiguring the North Tract necessitated by any future development of the North Tract proposed by the WMC Unit 3 owner.

(c) Any future development of the North Tract by the MAM Unit 2 owner (except for those set forth in the Development Agreement) is subject to the prior written approval of the County Unit 1 and WMC Unit 3 owners, and all other approvals required by law. If any development on the North Tract by the MAM Unit 2 owner results in a loss of parking spaces and/or access to the WMC Unit 3 owner, the MAM Unit 2 owner shall grant the WMC Unit 3 owner rights to equivalent replacement parking and access. Any proposed development by the MAM Unit 2 owner within the North Tract which is approved by the

County Unit 1 and WMC Unit 3 owners may be subject to such reasonable conditions as the County Unit 1 and WMC Unit 3 owners may require, including but not limited to, compensation for lost revenue and rights relinquished, expenses incurred and/or equivalent parking spaces for the WMC Unit 3 owner as a result of access and/or parking spaces lost. The MAM Unit 2 owner shall be responsible for the costs of relocating or reconfiguring the North Tract necessitated by any future development of the North Tract proposed by the MAM Unit 2 owner.

(d) The County Unit 1 owner shall not make any alterations to the Shoreline Area or Sea Wall without the prior written consent of the MAM Unit 2 and WMC Unit 3 owners, which shall not be unreasonably withheld, conditioned or delayed.

(e) Subject to subsections (h) and (i), below, the owner of MAM Unit 2 and the owner of WMC Unit 3 may not transfer any portion of MAM Unit 2 or WMC Unit 3 without the prior written consent of the owner of County Unit 1, which approval shall be within the sole discretion of the County Unit 1 owner. Notwithstanding the foregoing or anything to the contrary herein, the WMC Unit 3 owner may, at any time, convey the entire (but not portions) of WMC Unit 3 to the County Unit 1 owner, in which event the WMC Unit 3 owner shall vacate WMC Unit 3 and surrender possession of the same to the County Unit 1 owner.

(f) Upon granting the discretionary approval by the County Unit 1 owner as provided in Section 17(e), above, the MAM Unit 2 owner may sell, lease, convey or otherwise transfer all or any portion of its Unit, provided that the buyer or transferee of the same complies with the use restrictions set forth in Section 10 of this Declaration, including but not limited to, those imposed by the Public Trust Doctrine and Private Activity use restrictions (a "Permitted Transferee"). The right of the MAM Unit 2 owner to sell, lease, convey, or otherwise transfer MAM Unit 2 shall not be subject to any right of first refusal or similar restriction for the benefit of the County or the Condominium Association. In the event that the MAM Unit 2 owner ceases occupancy and use of MAM Unit 2 in its entirety, and is unable to procure a Permitted Transferee for MAM Unit 2 within thirty (30) months of the date that the MAM Unit 2 owner fully ceases occupancy and use of MAM Unit 2, then, provided that the County is the then-current owner of County Unit 1 (and in no other event), the ownership of MAM Unit 2 shall revert back to the County (unless otherwise agreed to between the owner of MAM Unit 2 and the County) ("MAM Unit 2 Reversion Right"), and the MAM Unit 2 owner shall convey the entirety of the MAM Unit 2, as then constituted, to the County by special warranty deed, in its as-is, where-is condition. The County shall be responsible for any transfer taxes associated with such transfer, title insurance costs, closing costs and recording fees. The County may not assign the MAM Unit 2 Reversion Right without the prior written consent of the owner of MAM Unit 2.

(g) Upon granting the discretionary approval by the County Unit 1 owner as provided in Section 17(e), above, the WMC Unit 3 owner may sell, lease, convey or otherwise transfer all or any portion of its Unit to a Permitted Transferee, provided that the buyer or transferee of the same complies with the use restrictions set forth in Section 10 of this Declaration, including but not limited to, those imposed by the Public Trust Doctrine and Private Activity use restrictions. In the event that the WMC Unit 3 owner ceases occupancy and use of WMC Unit 3 in its entirety, and is unable to procure a Permitted Transferee for

WMC Unit 3 within thirty (30) months of the date that the WMC Unit 3 owner fully ceases occupancy and use of WMC Unit 3, then, provided that the County is the then-current Owner of the County Unit 1 (and in no other event), the ownership of the WMC Unit 3 shall revert back to the County (unless otherwise agreed to between the owner of the WMC Unit 3 and the County) ("WMC Unit 3 Reversion Right"), and the WMC Unit 3 owner shall convey the entirety of the WMC Unit 3, as then constituted, to the County by special warranty deed, in its as-is, where-is condition. The County shall be responsible for any transfer taxes associated with such transfer, title insurance costs, closing costs and recording fees. The County may not assign the WMC Unit 3 Reversion Right without the prior written consent of the owner of WMC Unit 3.

(h) Notwithstanding the limitations set forth in this Section 17, the MAM Unit 2 owner may enter into subleases or other use agreements for vending contracts, art exhibitions and installations, education, research, special events, restaurant operations, kitchen use, gift shop or similar secondary uses within MAM Unit 2 without the County Unit 1 owner's consent.

(i) Notwithstanding the limitations set forth in this Section 17, the WMC Unit 3 owner may enter into subleases or other use agreements for vending contracts, antennas and other telecommunications services, equipment and facilities exhibits, education, research, special events (such as, without limitation, weddings and receptions), restaurant operations, gift shop, offices and similar secondary uses within WMC Unit 3 without County Unit 1 owner's consent; provided, however, that the County Unit 1 owner's consent shall be required for any new sublease or use agreements entered into by WMC Unit 3 owner for the installation of new antennas, cell towers or other equipment on the roof of the Saarinen Building or other exterior portions of the WMC Unit 3, but such consent shall not be required in connection with the repair, upgrading (without an increase in physical dimensions) or relocation of any antennas, cell towers or equipment existing on the WMC Unit 3 as of the date hereof.

(j) The County Unit 1 owner has the absolute right to transfer all or a portion of County Unit 1 to another unit of government; otherwise, subject to Section 18 of this Declaration, the County Unit 1 owner may not sell or transfer any portion of the County Unit 1 without the prior written consent of the WMC Unit 3 owner and the MAM Unit 2 owner, which consent will not be unreasonably withheld, conditioned or delayed.

(k) No Unit owner may change the exterior appearance of the Saarinen Building without the prior written consent of all other Unit owners, which consent will not be unreasonably withheld, conditioned or delayed. The MAM Unit 2 owner may not change the exterior appearance of the Kahler Building without the prior written consent of the County, which consent will not be unreasonably withheld, conditioned or delayed.

18. Automatic Transfer of County Unit 1 Limited Common Elements. Notwithstanding anything to the contrary herein, if the transfer described below has not already occurred and the County Unit 1 owner has not acquired title to WMC Unit 3, by September 30, 2097 (the "Transfer Date"), the Springing Limited Common Elements shall be deemed automatically transferred and conveyed to the owner of WMC Unit 3 on that date, without the need to record a deed transferring the same, so that the Springing Limited Common Elements



from and after the Transfer Date shall be appurtenant to WMC Unit 3, and the owner of WMC Unit 3 shall be responsible for all repairs, maintenance and replacement to such Springing Limited Common Elements in compliance with this Declaration, at the WMC Unit 3 owner's sole cost and expense.

19. Units Subject to Declaration of Condominium, Unit Deed, Condominium Agreement, and Regulations. All present and future owners, tenants, visitors and occupants of any Units (including any Subunits created therein) shall be subject to, and shall comply with, the provisions of this Declaration of Condominium, the deeds of such Units and the Condominium Agreement and rules and regulations of the Condominium Association, as they may from time to time be amended (collectively herein referred to as the "Documents"). The acceptance of a deed or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents are accepted and ratified by such owner, tenant, visitor or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time an interest or estate in such Unit, as though such provision were recited and stipulated at length in each and every deed or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the Unit owner.

20. Subordination of Lien. The lien of the assessments provided for in Section 703.165 of the Condominium Law shall be subject and subordinate to any Protected Mortgage (as hereinafter defined) upon any Unit subject to assessment, provided, however, that said subordination to any Protected Mortgage shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a foreclosure, or any other proceeding in lieu of foreclosure.

Such sale or transfer shall not relieve such Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments, nor shall it relieve the owner of such Unit before such sale or transfer from personal liability for any assessments which became due and payable prior thereto. The term "Protected Mortgage" shall mean a mortgage described in section 703.165(5)(b) of the Condominium Law.

21. Invalidity. The invalidity of any provision of this Declaration of Condominium shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration of Condominium and, in such event, all of the other provisions of this Declaration of Condominium shall continue in full force and effect as if such invalid provisions had never been included herein.

22. Waiver. No provision contained in this Declaration of Condominium shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violation or breaches which may occur.

23. Amendment of Declaration of Condominium. Except as otherwise provided by law and this Section 23, this Declaration of Condominium may not be amended unless the proposed amendment is approved by the vote of all Unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Agreement, or in lieu of such vote, approved in writing. As provided in section 703.09(2) of the

Condominium Law, a Unit owner's consent to an amendment shall not be effective unless approved in writing by all mortgagees, if any, of such Unit. Notwithstanding the foregoing, no amendment hereto shall change (i) the configuration or size of any Unit in any material fashion, (ii) the Undivided Interest appurtenant to a Unit, (iii) a Unit's voting rights in the Condominium Association, (iv) the subordination of the lien of the assessments provided for in Section 703.165 of the Condominium Law to Protected Mortgages, as provided in Section 20 hereof, nor (v) the use to which any Unit may be put, unless all of the record owners of such Unit and all of the mortgagees of record holding mortgages on such Unit consent thereto in writing. No amendment shall be effective until signed and acknowledged by a member of the Board of Directors of the Condominium Association and duly recorded with the Register of Deeds for Milwaukee County, Wisconsin.

Notwithstanding the above, if the Declarant determines that a typographical error, misnomer, inadvertent omission or any other error has been made in this Declaration of Condominium, the Declarant, with notice to all unit owners but without further authority, shall have the right to correct any such error by an instrument amending the Declaration of Condominium and recorded with said Register of Deeds, provided, however, that no such amendment shall materially affect any substantive right or interest of any Unit owner in his Unit or the Common Elements.

24. Service of Process. The registered agent for the Condominium shall be The CFO of the Milwaukee Art Museum. Service of process shall be made upon him or her at 700 North Art Museum Drive, Milwaukee, Wisconsin, 53202, as to matters provided in the Condominium Law, and a copy shall also be delivered to the Executive Director of the War Memorial Center, 750 North Lincoln Memorial Drive, Milwaukee, Wisconsin, 53202. The Condominium Association may designate a successor registered agent by vote of a simple majority of a quorum present.

25. Damage or Destruction. In the event of any damage or destruction to the Condominium, the Unit owners shall determine to repair, restore or sell the Land and Buildings in accordance with the applicable provisions of the Condominium Agreement.

26. Captions; Context. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

(signatures on following pages)

MILWAUKEE COUNTY

By: Chris Abele 12/7/17

Name: Chris Abele  
Its: County Executive

By: George Christenson 12/7/17

Name: George Christenson  
Its: County Clerk

*Approved for execution:*

By: Paul Kuglitsch  
Corporation Counsel

STATE OF WISCONSIN     )  
  :  
  :     SS  
COUNTY OF MILWAUKEE    )

Paul D. Kuglitsch, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee County Representatives above, and also authenticates the signatures of those County representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05(2)(b).

By: Paul Kuglitsch  
Name: Paul D. Kuglitsch  
Title: Deputy Corporation Counsel  
State Bar No.: 1052345  
Date: 12/7/17

MILWAUKEE ART MUSEUM, INC.

BY Marcelle Polednik

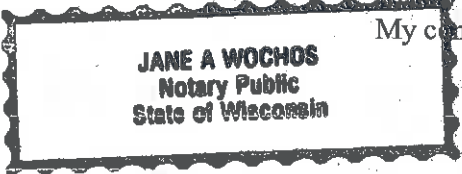
Name: Marcelle Polednik

Its: Executive Director

State of Wisconsin )  
  ): SS  
County of Milwaukee )

This instrument was acknowledged before me this 15<sup>th</sup> day of December, 2017 by Marcelle Polednik, as Executive Director of the Milwaukee Art Museum, Inc..

Jane A Wochos  
( Jane A Wochos )  
Notary public, State of Wisconsin  
My commission 02/17/2020



This document was drafted by and after recording should be returned to:

Bruce T. Block, Esq.  
Reinhart Boerner Van Deuren s.c.  
1000 North Water Street, Suite 1700  
Milwaukee, WI 53202

## EXHIBIT A

### LEGAL DESCRIPTION OF THE LAND

That part of Lot 3 of Certified Survey Map No. 8914 and that part of the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of Section 28, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, more particularly described as follows;

Commencing at the Southwest corner of said Northeast 1/4; thence South 89°36'13" East, on and along the south line of said Northeast 1/4, 34.24 feet to the point of beginning; thence North 16°06'03" East, 64.06 feet to the beginning of a curve to the left, having a radius of 580.30 feet and a long chord of North 05°46'39" East, 207.98 feet; thence Northeasterly, on and along the arc of said curve, 209.11 feet; thence North 04°32'46" West, 154.40 feet; thence North 04°06'54" West, 125.74 feet; thence North 00°58'42" East, 68.73 feet; thence North 84°35' 24" East, 36.86 feet; thence North 04°29'32" West, 196.47 feet; thence North 85°44'45" East, 33.19 feet; thence North 13°23'12" East, 93.27 feet to the beginning of a curve to the right, having a radius of 484.65 feet and a long chord of North 18°35'41" East, 87.99 feet; thence Northeasterly, on and along the arc of said curve, 88.11 feet; thence North 23° 47' 55" East, 6.00 feet to the beginning of a curve to the right, having a radius of 614.82 feet and a long chord of North 27°30'22" East, 76.35 feet; thence Northeasterly, on and along the arc of said curve, 76.40 feet; thence North 31° 23'51" East, 126.20 feet; thence South 60°44'09" East, 60.05 feet; thence North 27°33'18" East, 120.23 feet; thence North 20°07'24" East, 248.07 feet; thence North 20°06'27" East, 59.87 feet; thence South 63°11'31" East, 45.06 feet to the beginning of a curve to the right, having a radius of 80.00 feet and a long chord of South 40°16'47" East, 62.52 feet; thence Southeasterly, on and along the arc of said curve, 64.23 feet; thence South 89°30'23" East, 348.57 feet; thence South 21°42'09" West, 392.31 feet; thence South 17°53'07" West, 406.51 feet; thence South 14°14'37" West, 482.97 feet; thence South 85°51'26" West, 78.51 feet; thence South 04°07'18" East, 15.85 feet to the beginning of a curve to the right, having a radius of 39.06 feet and a long chord of South 11°44'13" West, 21.35 feet; thence Southwesterly, on and along the arc of said curve, 21.63 feet; thence South 27°35'46" West, 90.53 feet; thence South 03°50'43" East, 37.44 feet to the beginning of a curve to the right, having a radius of 115.29 feet and a long chord of South 41°23'57" West, 163.75 feet; thence Southwesterly, on and along the arc of said curve, 182.10 feet; thence South 86°38'38" West, 26.74 feet to the beginning of a curve to the left, having a radius of 6.50 feet and a long chord of South 41°16'26" West, 9.25 feet; thence Southwesterly, on and along the arc of said curve, 10.29 feet; thence South 04°05'46" East, 349.86 feet to the beginning of a curve to the right, having a radius of 250.00 feet and a long chord of North 76°46'37" West, 30.75 feet; thence Northwesterly, on and along the arc of said curve, 30.77 feet; thence North 74°10'35" West, 256.17 feet; thence North 36°03'17" West, 51.91 feet; thence North 17°58'31" East, 50.89 feet; thence North 72°44'24" West, 23.43 feet; thence North 17°56'04" East, 227.87 feet to the point of beginning.

EXHIBIT B

CONDOMINIUM PLAT

Viewers are advised to ignore illegible text on this plat.  
It is presented to show spatial relationships only.

# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN



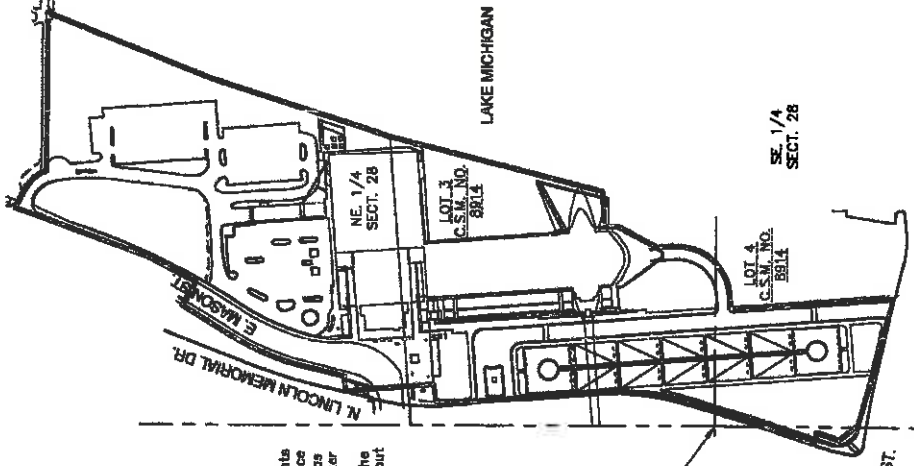
One Honey Creek Corporate Center  
125 South Main Street,  
Suite 401  
Milwaukee, WI 53214-1470  
414/258 1500  
414/258 0357 fax

www.graef.com

That part of Lot 3 of Certified Survey Map No. 8914 and that part of the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of Section 28, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of said Northeast 1/4; thence South 89°59'13" East, on and along the south line of said Northeast 1/4, 34.24 feet to the point of beginning; thence North 19°09'03" East, 64.08 feet to the beginning of a curve to the left, having a radius of 590.30 feet and a long chord of North 05°46'35" East, 207.98 feet; thence Northwesterly, on and along the arc of said curve, 208.11 feet; thence North 04°32'48" West, 154.40 feet; thence North 04°06'54" West, 123.74 feet; thence North 20°58'42" East, 68.73 feet; thence North 84°35'24" East, 36.86 feet; thence North 04°29'32" West, 198.47 feet; thence North 85°44'45" East, 33.19 feet; thence North 13°23'12" East, 83.27 feet to the beginning of a curve to the right, having a radius of 494.85 feet and a long chord of North 15°35'41" East, 87.98 feet; thence Northwesterly, on and along the arc of said curve, 88.11 feet; thence North 23°47'55" East, 6.00 feet to the beginning of a curve to the right, having a radius of 614.82 feet and a long chord of North 27°30'22" East, 76.35 feet; thence Northwesterly, on and along the arc of said curve, 76.40 feet; thence North 31°23'31" East, 126.20 feet; thence North 60°44'09" East, 60.05 feet; thence North 27°33'18" East, 120.23 feet; thence North 28°07'29" East, 248.07 feet; thence North 23°08'27" East, 582.93 feet; thence North 01°18'57" East, 45.31 feet to the beginning of a curve to the right, having a radius of 601.00 feet and a long chord of North 01°18'57" East, 45.31 feet; thence Northwesterly, on and along the arc of said curve, 45.31 feet; thence North 82°30'23" of South 48°48'57" West, 392.31 feet; thence South 17°33'07" West, 69.81 feet; thence South 41°44'37" West, 482.87 feet; thence South 65°01'28" West, 78.51 feet; thence South 01°07'18" East, 15.85 feet to the beginning of a curve to the right, having a radius of 39.08 feet and a long chord of South 11°44'13" West, 21.35 feet; thence Southwesterly, on and along the arc of said curve, 21.83 feet; thence South 27°35'49" West, 90.53 feet; thence South 03°50'43" East, 37.44 feet to the beginning of a curve to the right, having a radius of 115.28 feet and a long chord of South 41°23'57" West, 163.76 feet; thence Southwesterly, on and along the arc of said curve, 162.10 feet and a long chord of South 41°23'57" West, 163.76 feet; thence Southwesterly, on and along the arc of said curve, 10.29 feet and a long chord of South 04°05'48" East, 349.88 feet to the beginning of a curve to the right, having a radius of 250.00 feet and a long chord of North 76°48'37" West, 30.75 feet; thence Northwesterly, on and along the arc of said curve, 30.77 feet; thence North 74°10'35" West, 256.17 feet; thence North 38°03'17" West, 51.91 feet; thence North 17°58'51" East, 50.89 feet; thence North 72°44'24" West, 23.43 feet; thence North 17°58'04" East, 227.87 feet to the point of beginning.

Containing 814,159 square feet (18.691 acres), more or less.



Note: All Springing Limited Common elements are delineated on this Plat. Any Service Elements or Structural Components (as defined in the Lakefront Cultural Center Condominium Declaration) that serve more than one but less than all of the Units are limited common elements, but are not shown on this Plat.

SW COR. OF THE  
NE 1/4, SECT. 28,  
T.7N., R.22E.

SW 1/4  
SECT. 28

SE 1/4  
SECT. 28

E. MICHIGAN ST.

### REFERENCE BEARING

All bearings are referenced to the South line of the Northeast 1/4 of Section 28, T.7N., R.22E, which bears S.89°28'13"E, and is referenced to the Wisconsin County Geographic System, Milwaukee County, NAD83 (2011) Geoid 12A WGS85 network.

### SURVEYOR'S CERTIFICATE

I, Michael J. Raatzburg, State of Wisconsin, County of Milwaukee } SS  
do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings upon said property.

This Condominium Plat is a correct representation of Lakefront Cultural Center Condominium Plat and the identification and location of each unit. The diagrammatic floor plans show only the common elements and the common elements and limited common elements.

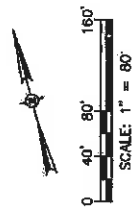
Dated this 8th Day of December, 2017

Michael J. Raatzburg S-2236



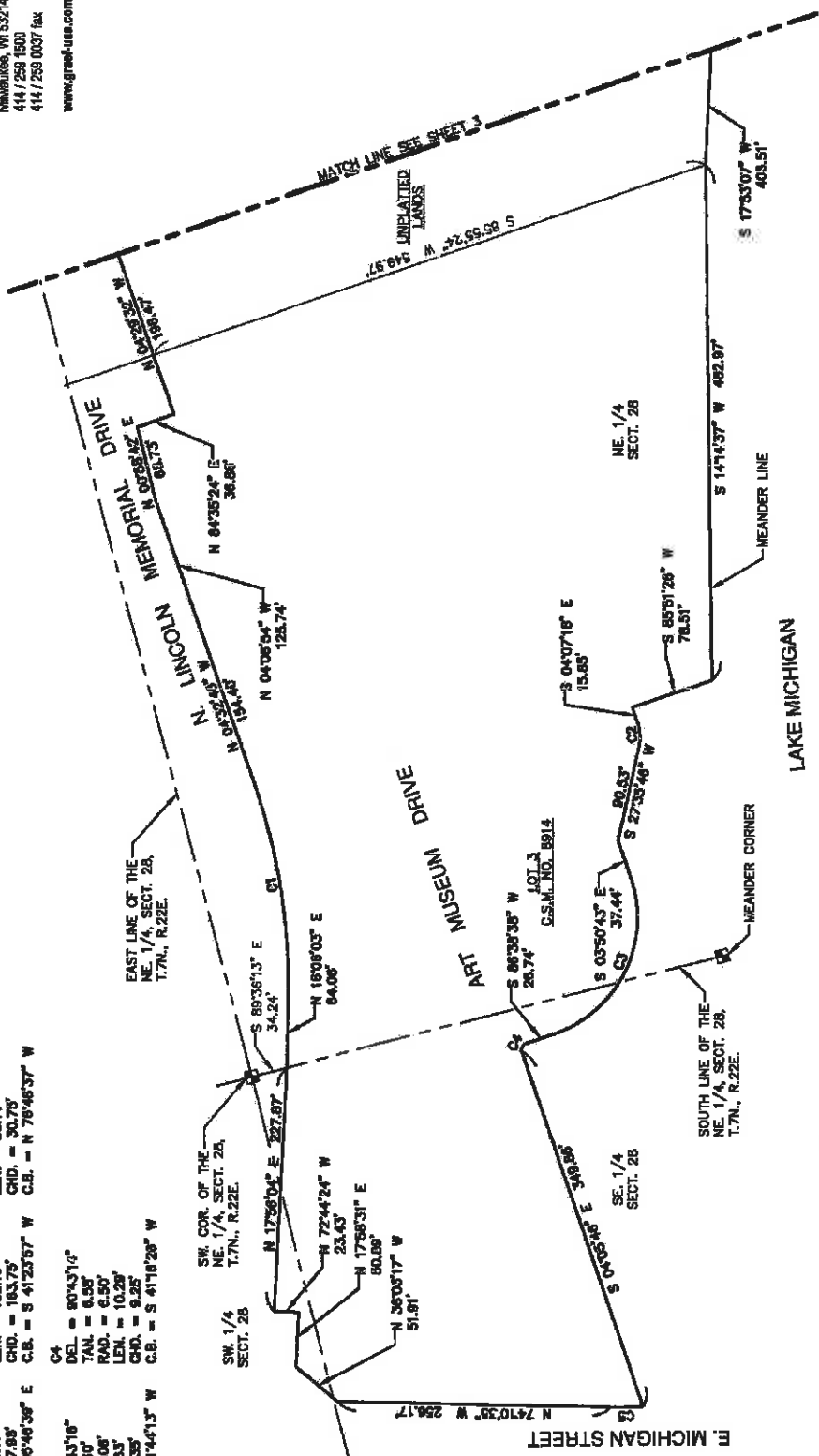
# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

**GRÄEF**  
One Honey Creek Corporate Center  
125 South 84th Street,  
Suite 401  
Milwaukee, WI 53214-1470  
414 / 259 1500  
414 / 259 0037 fax  
www.graef-usa.com



**CURVE DATA**

<b>C1</b>	DEL. = 207.36' E	<b>C3</b>	DEL. = 907.29' E	<b>C5</b>	DEL. = 703.03' E
TAN. = 105.70'	TAN. = 116.29'	TAN. = 115.29'	TAN. = 115.29'	TAN. = 15.40'	
RAD. = 590.30'	RAD. = 115.29'	RAD. = 10.29'	RAD. = 10.29'	RAD. = 250.00'	
LEN. = 208.11'	LEN. = 182.10'	LEN. = 10.29'	LEN. = 10.29'	LEN. = 30.77'	
CHD. = 207.85'	CHD. = 183.75'	CHD. = 9.28'	CHD. = 9.28'	CHD. = 30.79'	
C.B. = N 09°46'36" E	C.B. = S 41°23'57" W	C.B. = S 41°16'28" W	C.B. = S 41°16'28" W	C.B. = N 78°46'37" W	
<b>C2</b>	DEL. = 31'43" E	<b>C4</b>	DEL. = 80'43" E		
TAN. = 11.10'	TAN. = 6.58'	TAN. = 6.58'	TAN. = 6.58'		
RAD. = 39.08'	RAD. = 6.50'	RAD. = 10.29'	RAD. = 10.29'		
LEN. = 21.35'	LEN. = 21.35'	LEN. = 10.29'	LEN. = 10.29'		
CHD. = 21.35'	CHD. = 21.35'	CHD. = 9.28'	CHD. = 9.28'		
C.B. = S 11°44'13" W	C.B. = S 41°16'28" W				



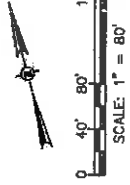
LAKE MICHIGAN  
BOUNDARY SOUTH HALF OF PARCEL





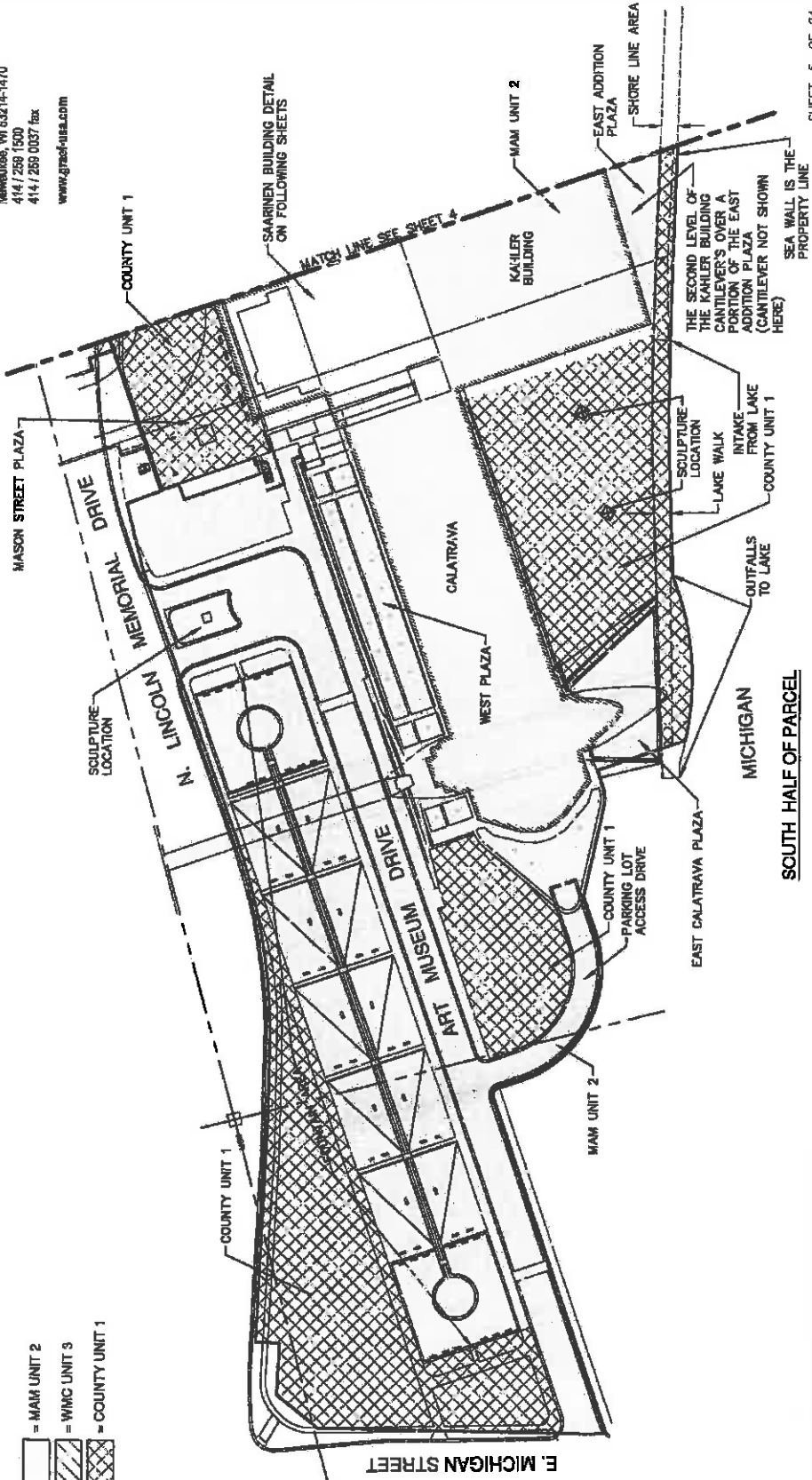


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-  = MAM UNIT 2
-  = WMC UNIT 3
-  = COUNTY UNIT 1

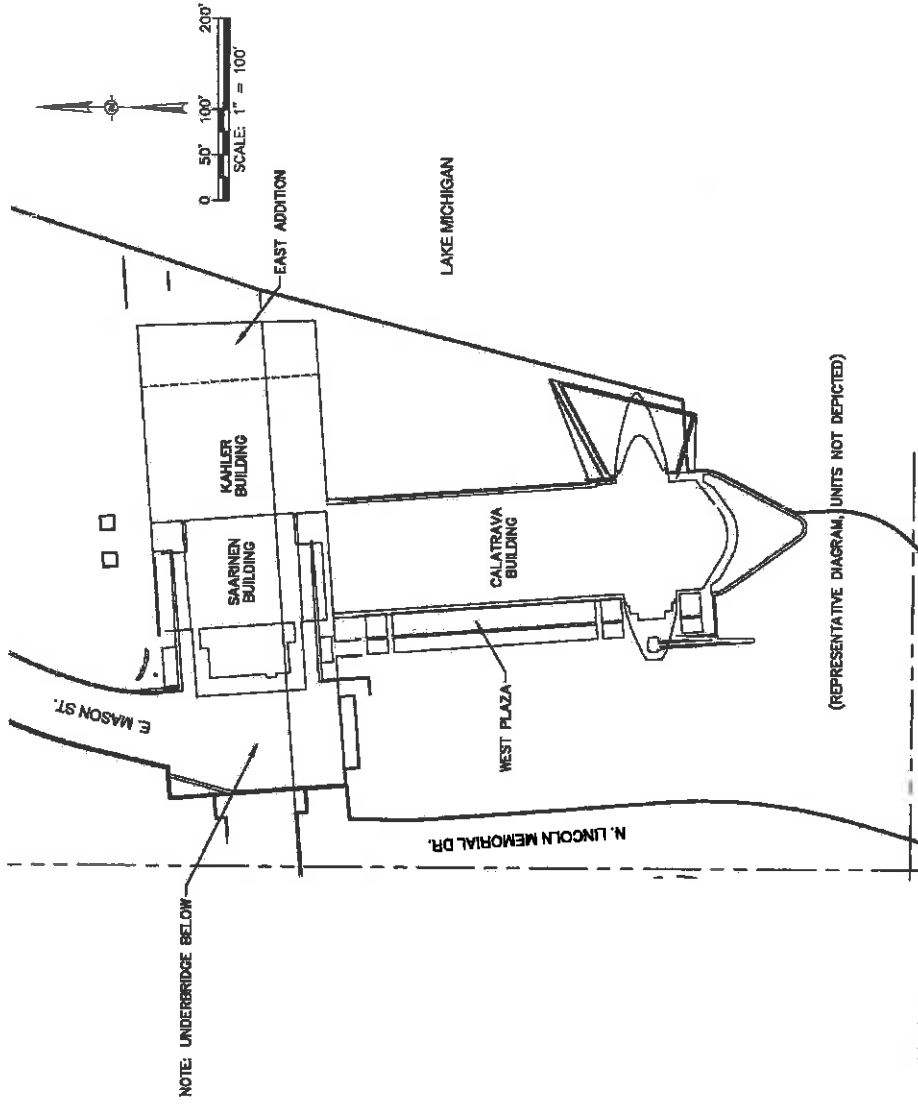


SOUTH HALF OF PARCEL

# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

## GRAEF

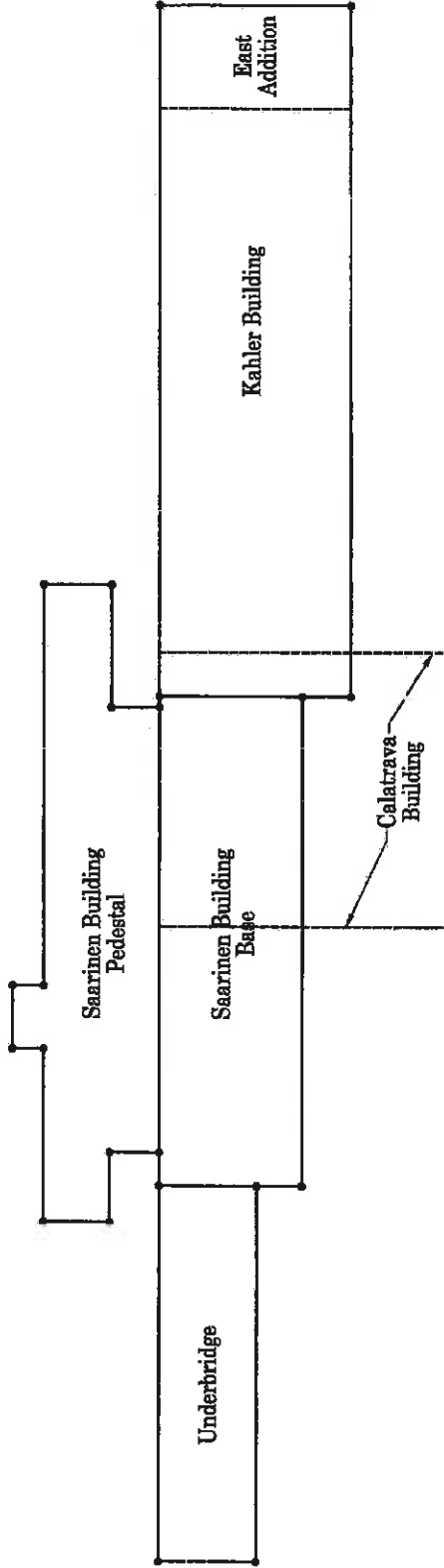
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LAKEFRONT CULTURAL CENTER  
CONDOMINIUM PLAT  
MILWAUKEE COUNTY, WISCONSIN



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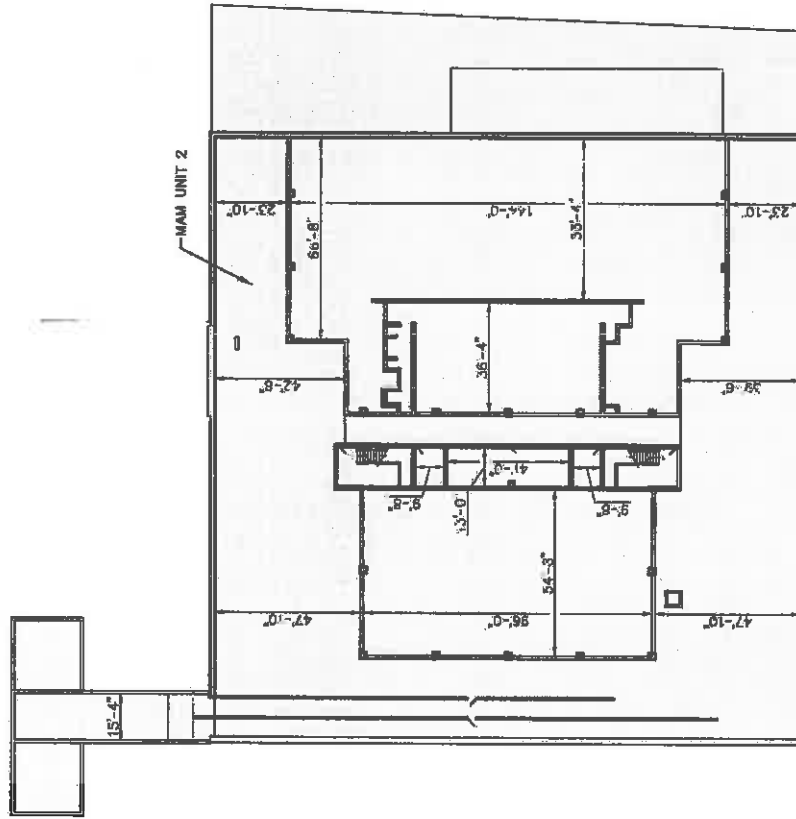
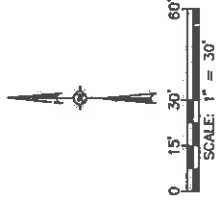


REPRESENTATIONAL ELEVATIONS  
FOR REPRESENTATIONAL PURPOSE ONLY.  
NOT TO SCALE

**LAKEFRONT CULTURAL CENTER  
CONDOMINIUM PLAT  
MILWAUKEE COUNTY, WISCONSIN**

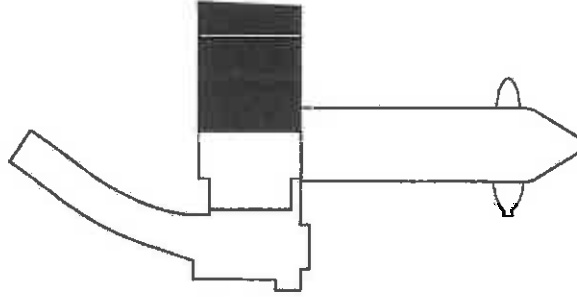
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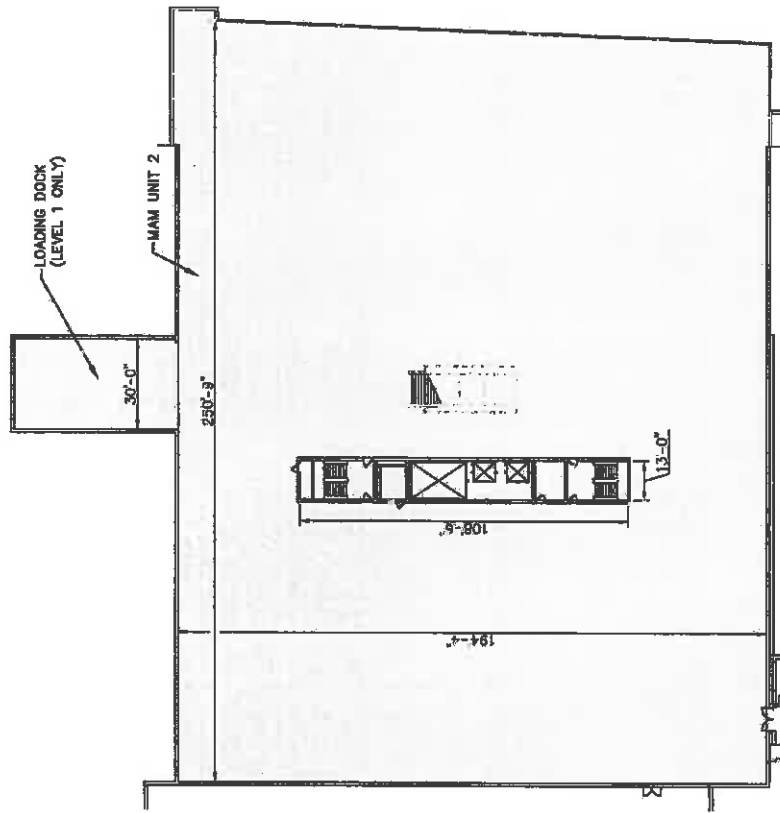
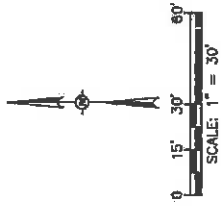
-  = MAM UNIT 2
-  = WMC UNIT 3
-  = COUNTY UNIT 1

**MAM UNIT 2 - KAHLER BUILDING SUB BASEMENT**  
48,263 SQ. FT.

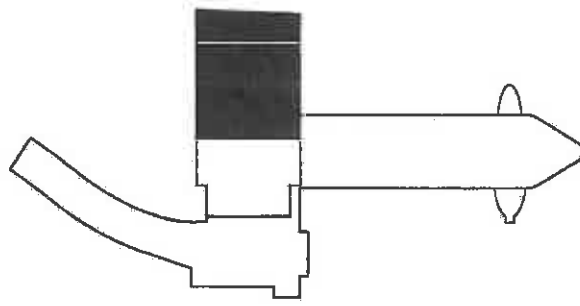


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- MAM UNIT 2
- WMC UNIT 3
- COUNTY UNIT 1



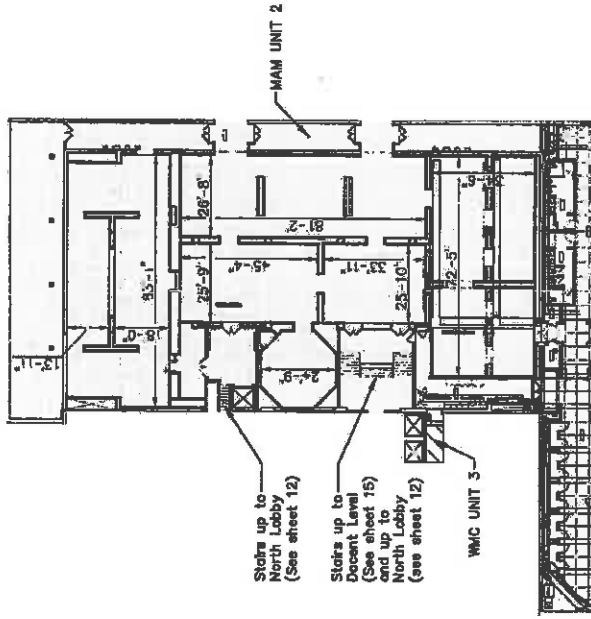
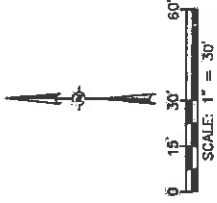
**MAM UNIT 2 - KAHLER BUILDING - LEVELS 1 AND 2, MEZZANINE LEVEL**  
50,966 SQ. FT. PER LEVEL





# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

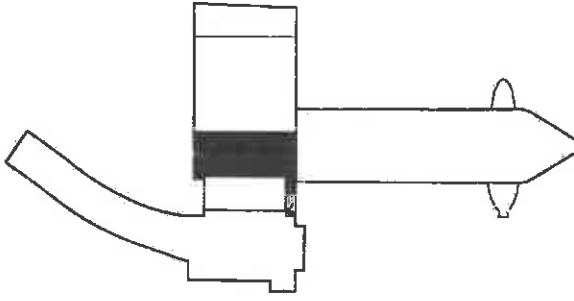
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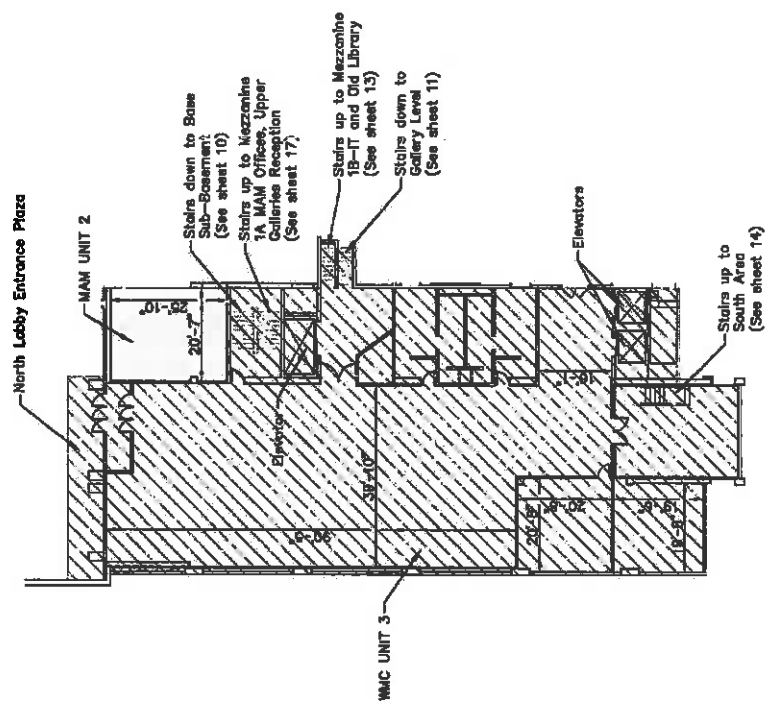
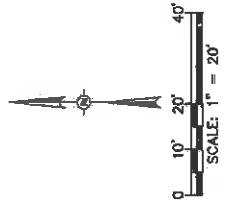
## GALLERY LEVEL - SAARINEN BUILDING BASE

MAM UNIT 2 - 19,684 SQ. FT.  
WMC UNIT 3 - 80 SQ. FT.



# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

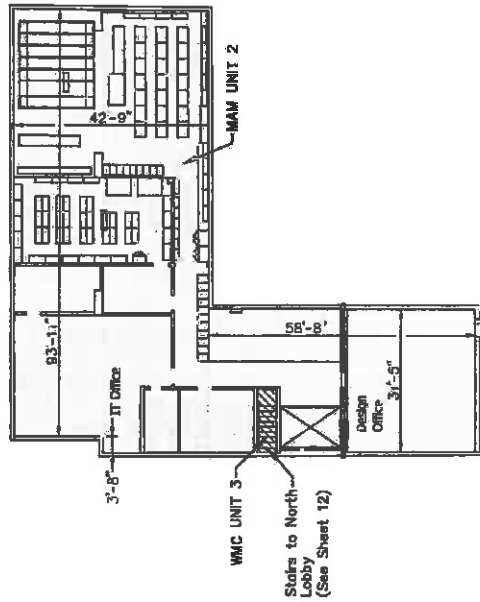
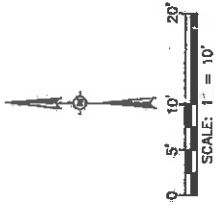
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 Suite 401  
 Milwaukee, WI 53214-1470  
 414 / 259 1900  
 414 / 259 0037 fax  
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**NORTH LOBBY OF SAARINEN BASE**  
 MAM UNIT 2 - 578 SQ. FT.  
 WMC UNIT 3 - 6,185 SQ.FT.

# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

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414 / 259 0377 fax  
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-  = MAM UNIT 2
-  = WMC UNIT 3
-  = COUNTY UNIT 1

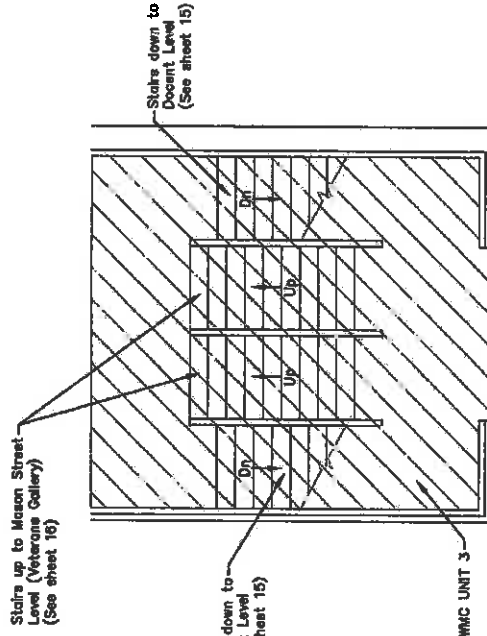
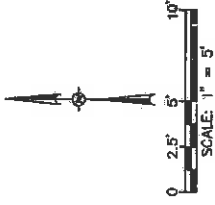
**MEZZANINE 1B - IT AND OLD LIBRARY OF SAARINEN BUILDING BASE**  
MAM UNIT 2 - 5,863 SQ. FT.  
WMC UNIT 3 - 59 SQ. FT.



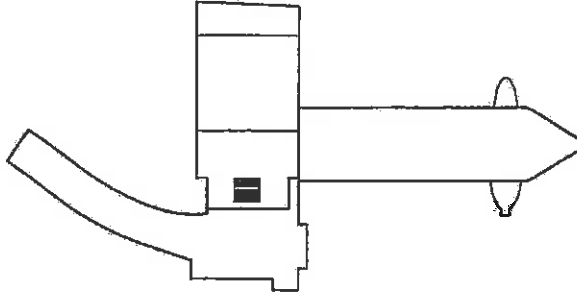


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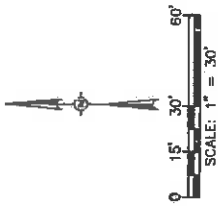
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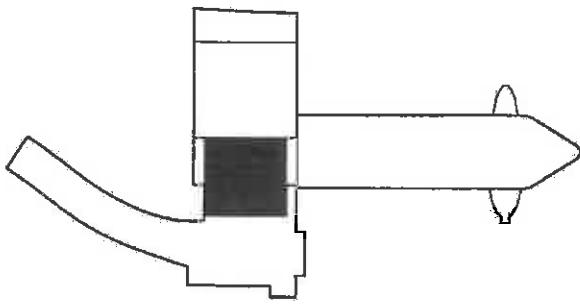
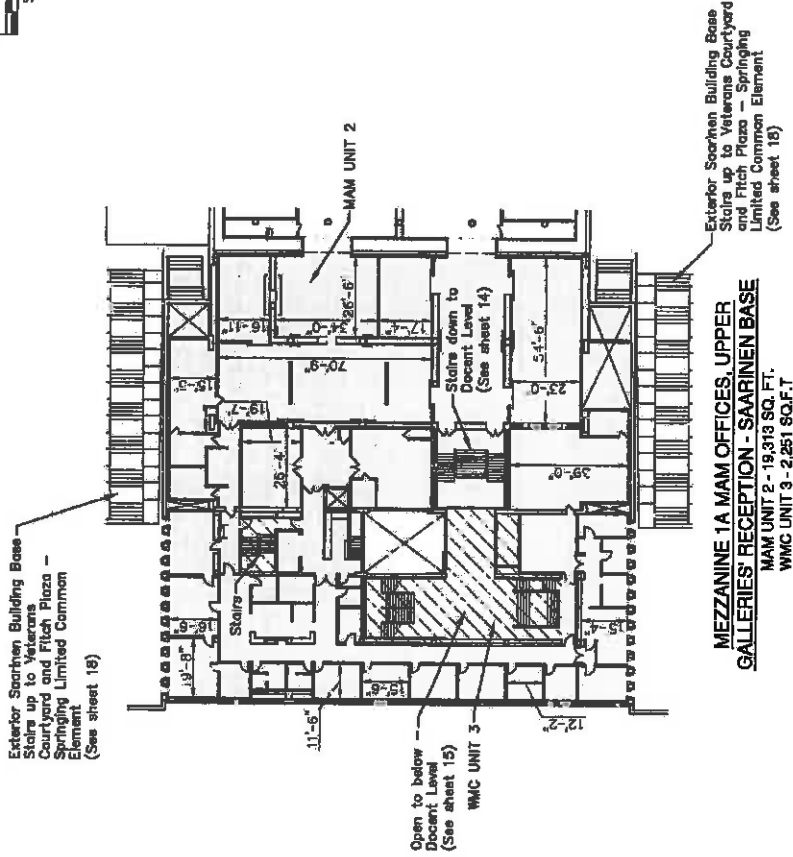
**STAIR LANDINGS BETWEEN DOCENT LEVEL AND VETERANS GALLERY OF SAARINEN BUILDING BASE**  
WMC UNIT 3 - 420 SQ.F.T

# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

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125 South 84th Street,  
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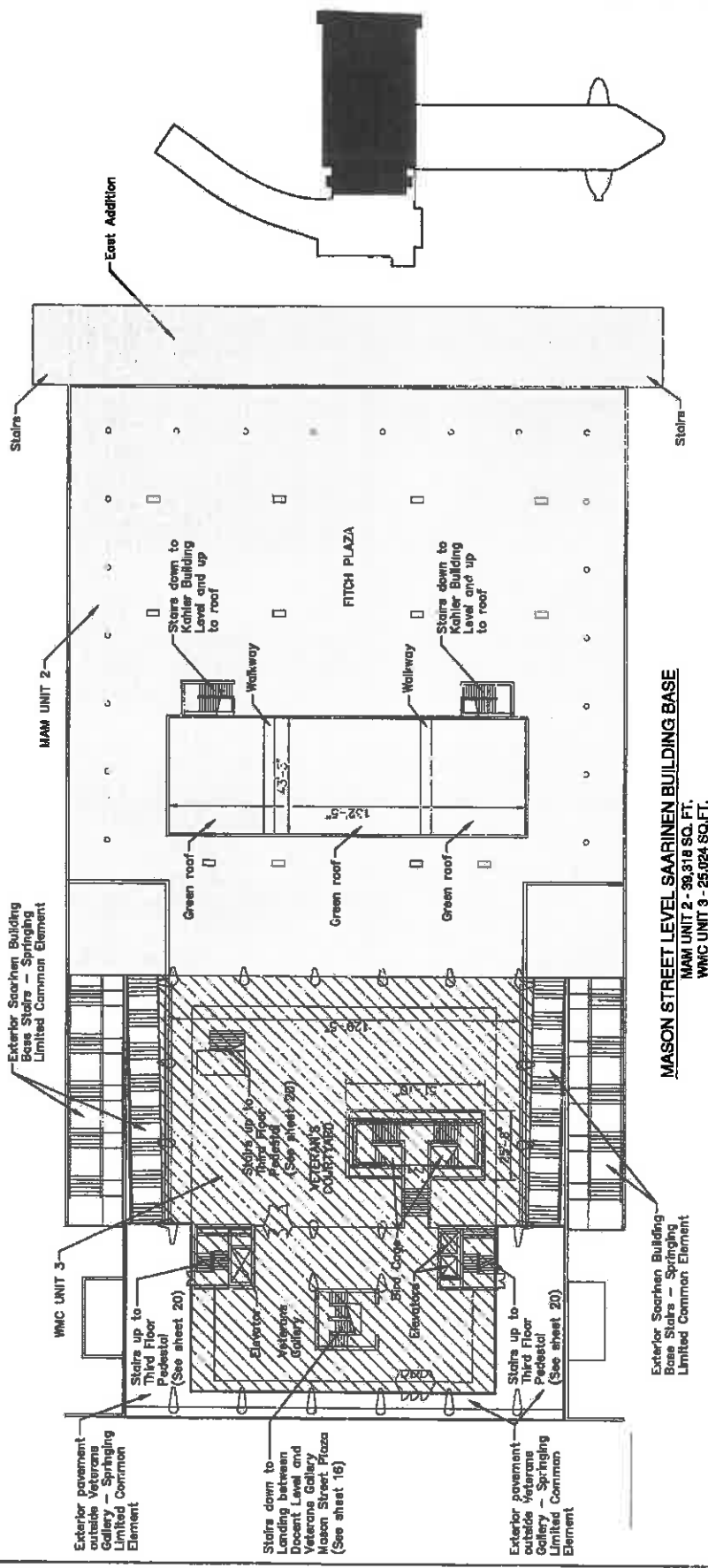
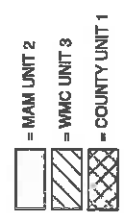
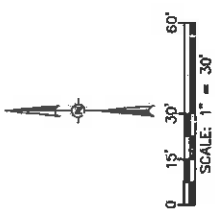


- = MAM UNIT 2
- = WMC UNIT 3
- = COUNTY UNIT 1



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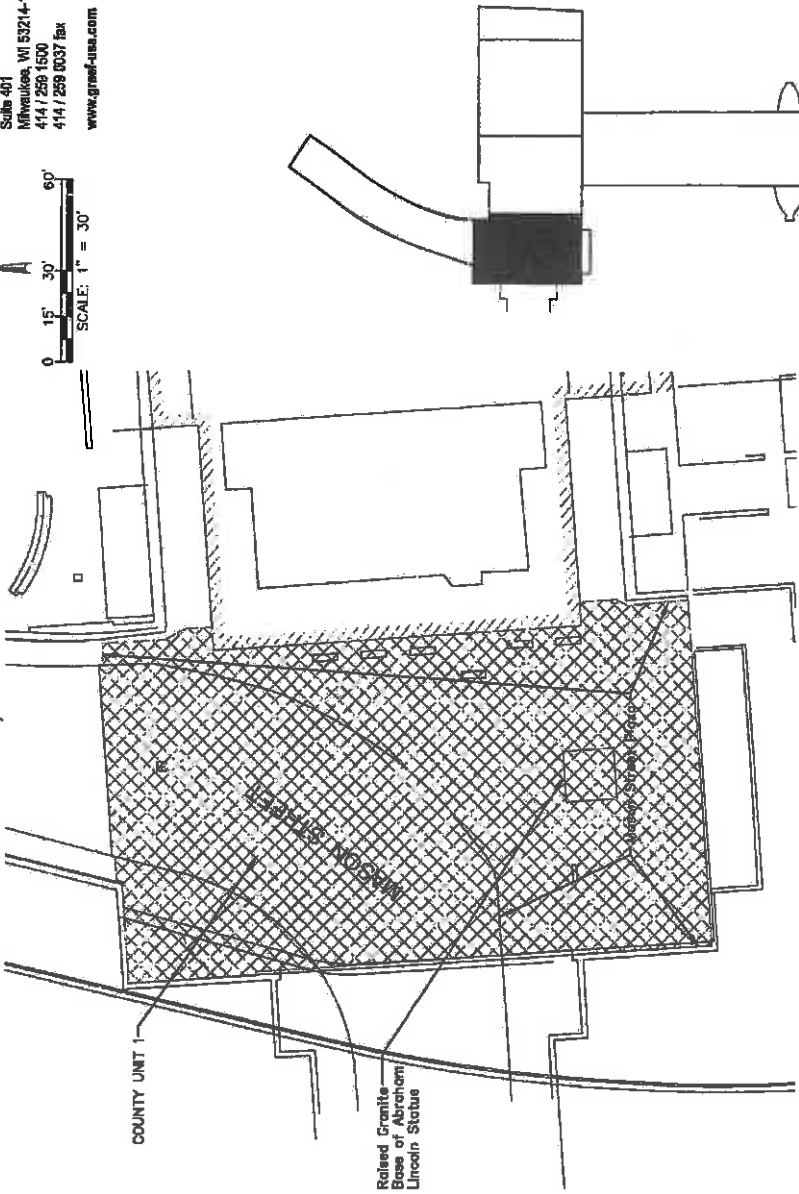
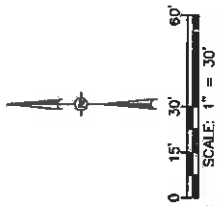


**MASON STREET LEVEL SAARINEN BUILDING BASE**  
MAM UNIT 2 - 36,318 SQ. FT.  
WMC UNIT 3 - 25,024 SQ. FT.



# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

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414 / 259 1500  
414 / 259 6037 fax  
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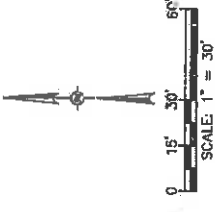


-  = MAIN UNIT 2
-  = WMC UNIT 3
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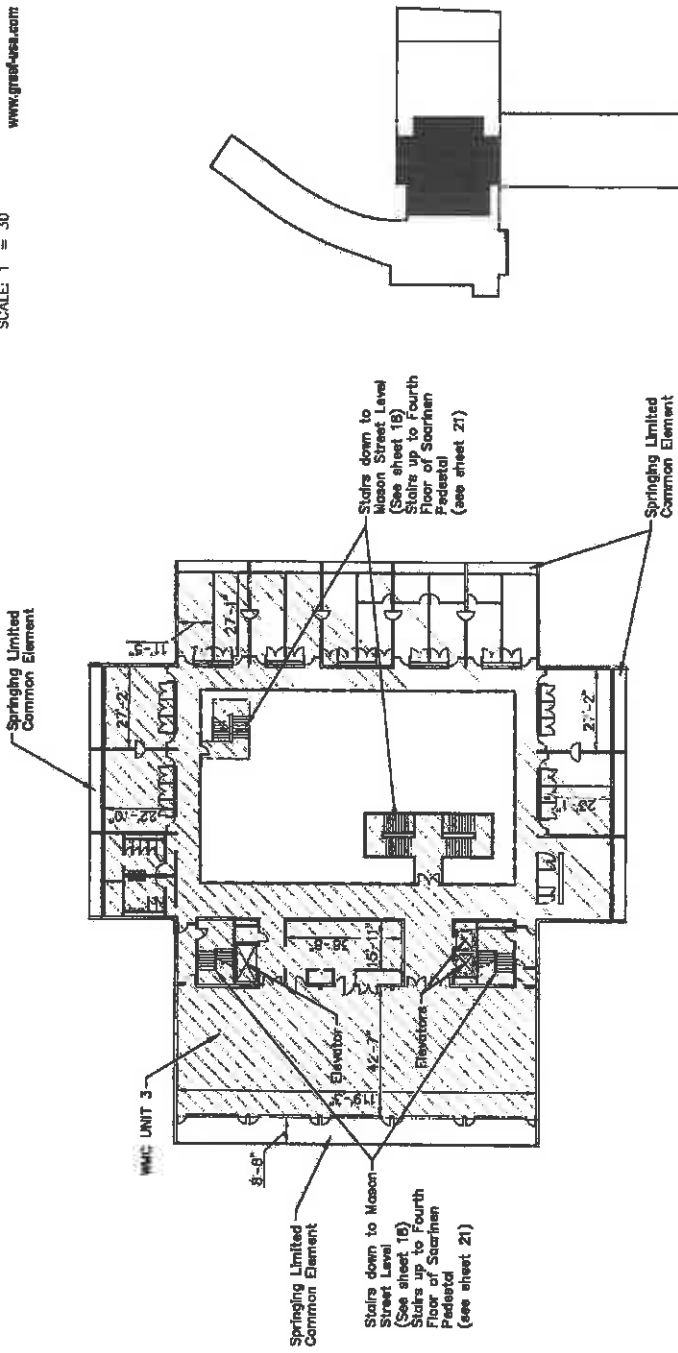
MASON STREET LEVEL  
COUNTY UNIT 1 - 21,305 SQ. FT.

# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

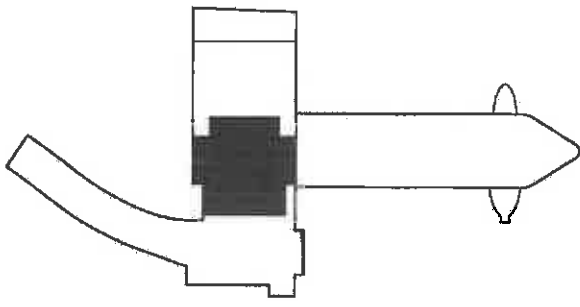
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-  = MAM UNIT 2
-  = WMC UNIT 3
-  = COUNTY UNIT 1

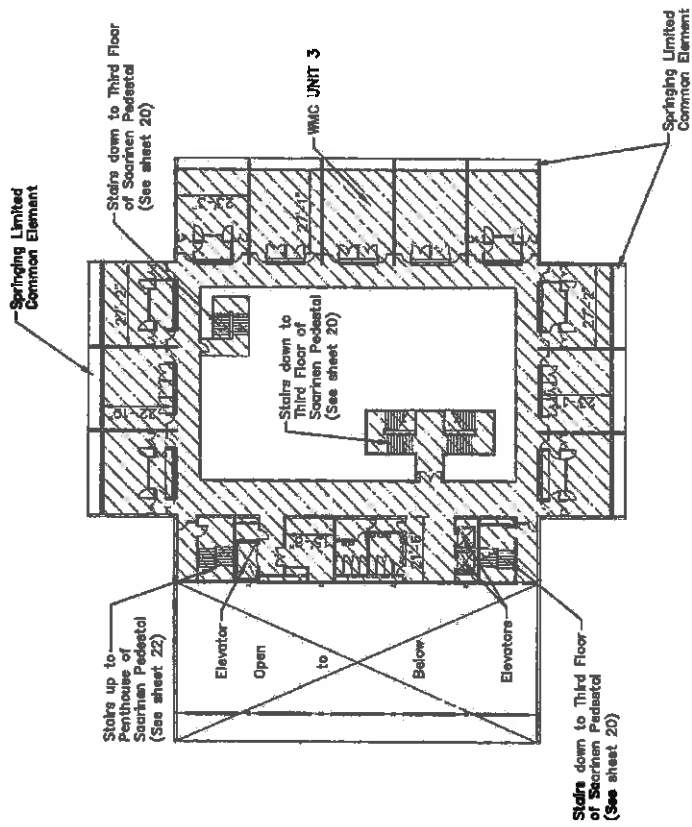
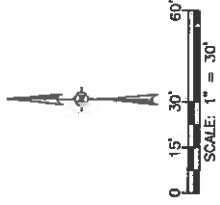


**THIRD FLOOR OF SAARINEN PEDESTAL**  
WMC UNIT 3 - 20,188 SQ. FT.



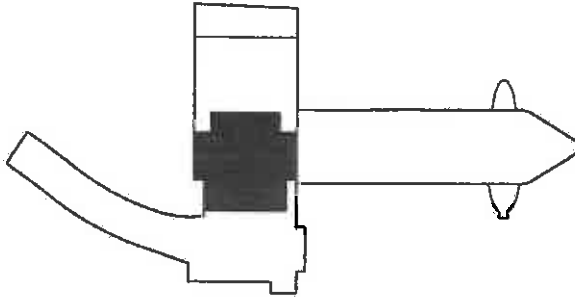
# LAKEFRONT CULTURAL CENTER CONDOMINIUM PLAT MILWAUKEE COUNTY, WISCONSIN

**GRÄEF**  
One Honey Creek Corporate Center  
125 South 14th Street,  
Suite 401  
Milwaukee, WI 53214-1470  
414 / 259 1800  
414 / 259 0037 fax  
www.graef-usa.com



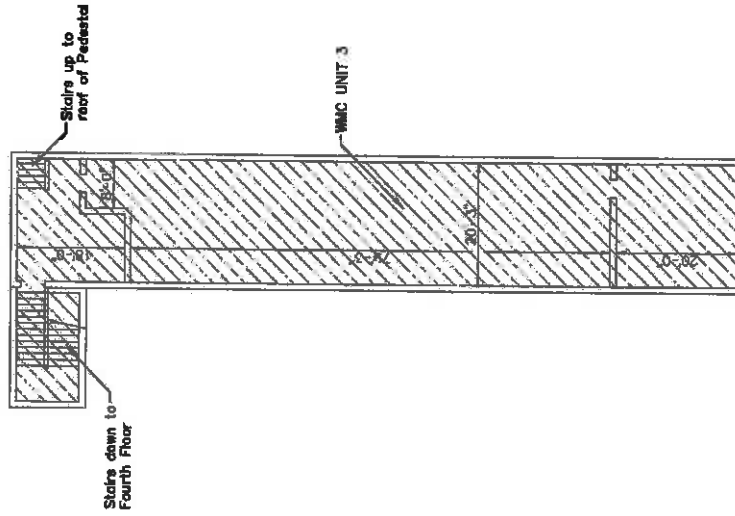
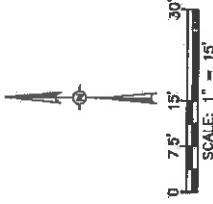
**FOURTH FLOOR OF SAARINEN PEDESTAL**  
WMC UNIT 3 - 14,559 SQ. FT.

- MAM UNIT 2
- WMC UNIT 3
- COUNTY UNIT 1



**LAKEFRONT CULTURAL CENTER  
CONDOMINIUM PLAT  
MILWAUKEE COUNTY, WISCONSIN**

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One Honey Creek Corporate Center  
125 South 84th Street,  
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414 / 258 1500  
414 / 259 0037 fax  
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-  = MAM UNIT 2
-  = WMC UNIT 3
-  = COUNTY UNIT 1

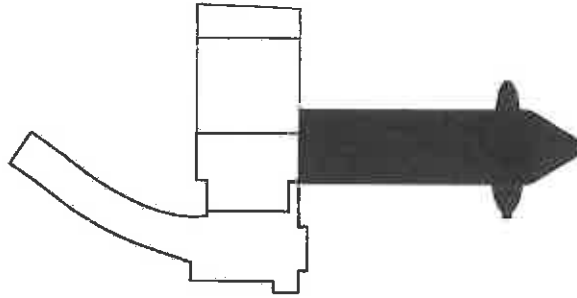
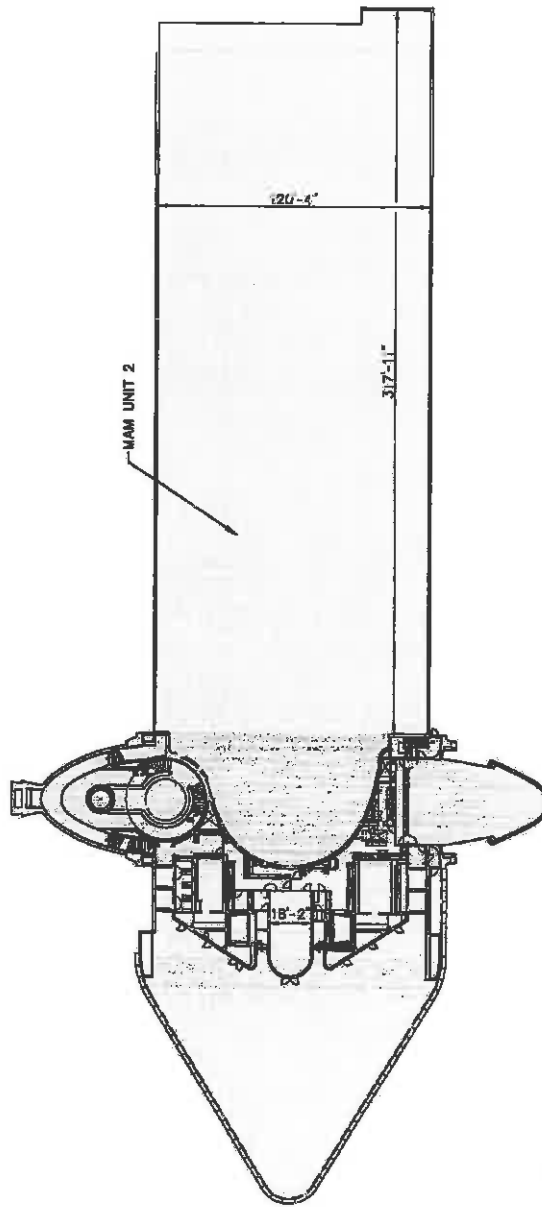
**PENTHOUSE OF SAARINEN PEDESTAL  
WMC UNIT 3 - 2,806 SQ. FT.**



**LAKEFRONT CULTURAL CENTER  
CONDOMINIUM PLAT  
MILWAUKEE COUNTY, WISCONSIN**

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-  = MAM UNIT 2
-  = WMC UNIT 3
-  = COUNTY UNIT 1



**MAM UNIT 2 - CALATRAVA LEVELS 1 - 3**  
63,484 SQ. FT. PER FLOOR

EXHIBIT C

EXISTING UTILITY CORRIDORS

Note: The original of this Exhibit C is color-coded. The original Exhibit C is on file with the Condominium Association. Each Unit Owner also possesses a color copy of this Exhibit C.

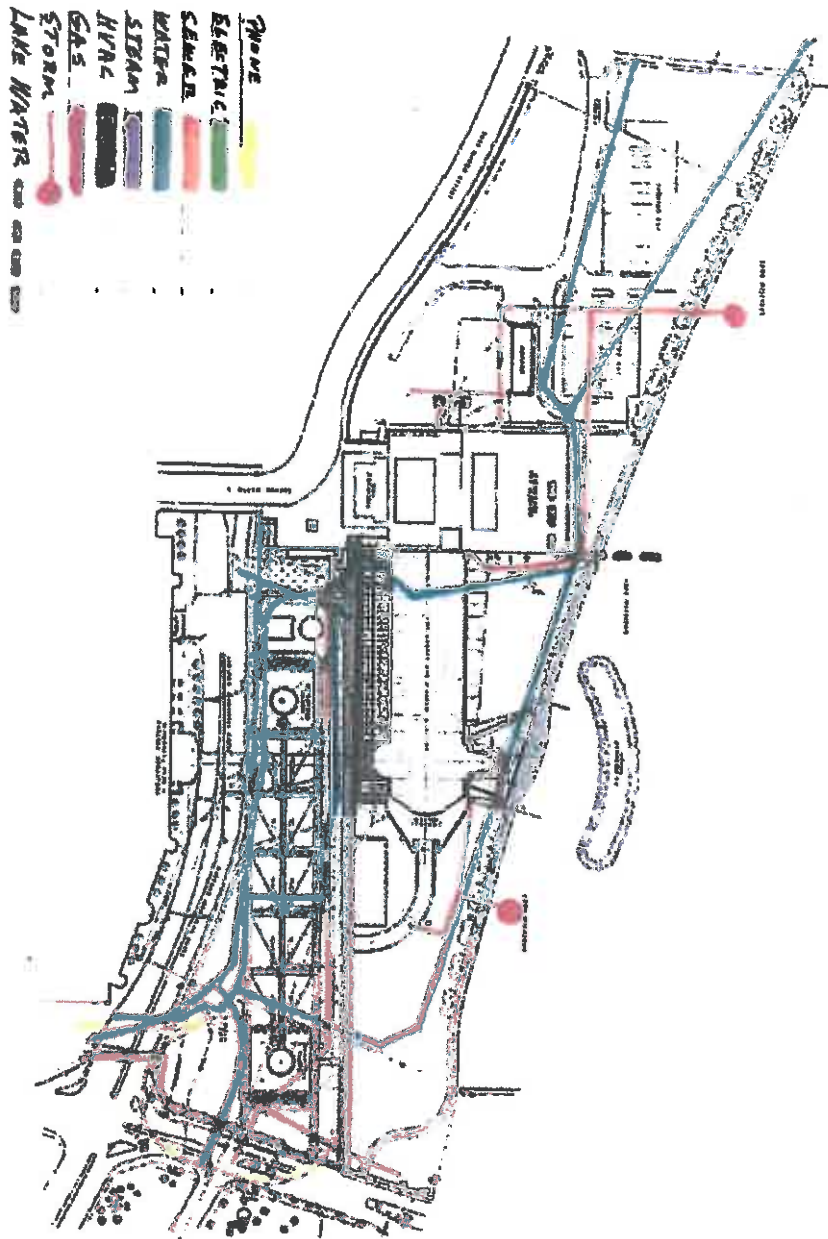




EXHIBIT D

**This Exhibit intentionally deleted.**

EXHIBIT E

This Exhibit intentionally deleted.

EXHIBIT F

RESPONSIBILITIES CHART

<b>Facility/Element</b>	<b>Control</b>	<b>Maintain</b>	<b>Repair</b>	<b>Replace</b>
Interior of Pedestal (3 <sup>rd</sup> and 4 <sup>th</sup> floors)	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Birdcage (structure)	WMC Unit 3	WMC Unit 3	County Unit 1**	County Unit 1**
Birdcage (windows)	WMC Unit 3	WMC Unit 3	WMC Unit 3	County Unit 1**
Structural Components of the Pedestal including exterior walls, ledges and columns	County Unit 1*	WMC Unit 3	County Unit 1*	County Unit 1*
External canopies above north and south entrances to the Saarinen Building	County Unit 1*	WMC Unit 3	County Unit 1*	County Unit 1*
Exterior windows of Pedestal	WMC Unit 3	WMC Unit 3	WMC Unit 3	County Unit 1**
Passenger and freight elevators in Saarinen Building (except for MAM Freight Elevator, as designated on the Plat)	WMC Unit 3	WMC Unit 3	WMC Unit 3	County Unit 1**
Exterior walls and roof of Pedestal and Penthouse	County Unit 1*	WMC Unit 3	County Unit 1*	County Unit 1*
Interior of Penthouse	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Mechanical equipment in Penthouse	WMC Unit 3	WMC Unit 3	WMC Unit 3	County Unit 1**
Stairs in Saarinen Building Base that are part of WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3	County Unit 1**
Water lines exclusively serving WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Electrical and other utility lines exclusively serving WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3

<b>Facility/Element</b>	<b>Control</b>	<b>Maintain</b>	<b>Repair</b>	<b>Replace</b>
North Tract pavement	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
North Tract lighting poles, fixtures and bulbs	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Underbridge walls and roof	County Unit 1	County Unit 1	County Unit 1	County Unit 1
Underbridge interior improvements, including pavement (excluding any that are specifically a part of the MAM Unit 2)	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Underbridge lighting fixtures and bulbs	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
North Lobby Entrance Plaza doors and vestibule	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
North Lobby Entrance Plaza	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Interior of North Lobby (excluding any portion that is specifically a part of the MAM Unit 2)	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Veteran's Gallery, including exterior doors, walls, floors, ceiling and lighting (excluding exterior windows)	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Exterior windows of Veterans Gallery	WMC Unit 3	WMC Unit 3	WMC Unit 3	County Unit 1**
South Entrance doors to Saarinen Base	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
West Plaza (pavement)	MAM Unit 2	MAM Unit 2	MAM Unit 2	MAM Unit 2
Mason Street Plaza pavement	County Unit 1	WMC Unit 3	County Unit 1	County Unit 1
Mason Street Plaza lighting poles, fixtures, and bulbs	County Unit 1	County Unit 1	County Unit 1	County Unit 1
Mason Street Plaza – WMC Unit 3 monuments	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3

Facility/Element	Control	Maintain	Repair	Replace
South Entrance Plaza	WMC Unit 3	WMC Unit 3	County Unit 1**	County Unit 1**
Exterior Saarinen Building Base Stairs and lighting	County Unit 1*	WMC Unit 3	County Unit 1*	County Unit 1*
Veteran's Courtyard concrete paving	WMC Unit 3	WMC Unit 3	County Unit 1**	County Unit 1**
Veteran's Courtyard reflecting pool, eternal flame, monuments	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
Expansion joint between Saarinen Building Base and Kahler Building	MAM Unit 2	MAM Unit 2	MAM Unit 2	MAM Unit 2
Sump Pumps located in the Saarinen Base Sub-Basement	WMC Unit 3	WMC Unit 3	WMC Unit 3	WMC Unit 3
The northern and western exterior walls and surfaces of the Saarinen Base Building	MAM Unit 2	County Unit 1	County Unit 1	County Unit 1
Exterior Pavement Outside Veterans Gallery	County Unit 1*	WMC Unit 3	County Unit 1*	County Unit 1*

\* Each of these items is a County Unit 1 Springing Limited Common Element, which shall be automatically transferred from the owner of County Unit 1 to the owner of WMC Unit 3 on the Transfer Date, pursuant to Section 18 of the Declaration, including all obligations of ownership, maintenance, repair and replacement and costs thereof.

\*\* Pursuant to Section 18 of the Declaration, all obligations of maintenance, repair and replacement of these items shall be automatically transferred from the owner of County Unit 1 to the owner of WMC Unit 3 on the Transfer Date, including all costs thereof.

Note: This Exhibit F is not intended to describe the ownership interest of any Unit Owner or to delineate the boundaries of any Units; the terms of the Declaration shall control with respect to the foregoing. The purpose of this Exhibit F is to identify and allocate the responsibilities of the Unit Owners for the maintenance, repair and replacement of various areas and/or components of the Condominium. With respect to the maintenance, repair and replacement of the items within the Condominium referenced in this Exhibit F, in the event of any conflict between the terms of the Declaration or the Condominium Agreement and this Exhibit F, this Exhibit F shall control.

CONDOMINIUM AGREEMENT  
OF  
LAKEFRONT CULTURAL CENTER CONDOMINIUM

ARTICLE I

GENERAL

Section 1. The Condominium. The Property located in Milwaukee County, State of Wisconsin (the "Property") known as Lakefront Cultural Center Condominium, has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Milwaukee County on \_\_\_\_\_, 20\_\_ in Volume \_\_\_\_\_, pages \_\_\_\_\_ inclusive as Document No. \_\_\_\_\_. The term "Property" means the Land, the Improvements and all other improvements thereon of the Condominium, including the Units, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed intended for use in connection therewith, as described in the Declaration.

Section 2. Capitalized Terms. Capitalized Terms used in this Condominium Agreement and not otherwise defined herein, shall have the definitions given to such terms in the Declaration. As used herein, the term "Owner" or "Owners" means each or all of the owners of any Unit with which such term is paired.

Section 3. The Condominium Association. Lakefront Cultural Center Condominium Association is an unincorporated association (the "Association") whose members consist of all the Owners of Units in the Condominium. Each Owner of a Unit in the Condominium has the same percentage interest in the Condominium Association as such Unit Owner's respective Undivided Interest in the Common Elements set forth in the Declaration.

Section 4. Applicability of Condominium Agreement. The provisions of this Condominium Agreement are applicable to the Property of the Condominium and to the use and occupancy thereof. All present and future owners, mortgagees, lessees, and occupants of Units, or any portion thereof, their employees and agents, and any other persons who may use the Common Elements in any manner are subject to the Declaration, the Condominium Plat, this Condominium Agreement and the rules and regulations, if any, promulgated by the Condominium Association, as they may be amended from time to time (collectively, "Condominium Documents"), and to all covenants, agreements, restrictions, easements and declarations of record referred to in or created by the Declaration or otherwise duly effected (collectively referred to herein as "Title Conditions"). The acceptance of a deed, mortgage or lease or the act of occupancy of a Unit, or any portion thereof, shall constitute an agreement by a Unit Owner, or a mortgagee, lessee, occupant or agent of a Unit, or any portion thereof, that the Condominium Documents and the Title Conditions are accepted, ratified and will be complied with.

Section 5. Office. The office of the Condominium Association and of its Board of Directors (the "Board") shall be located at 700 North Art Museum Drive, Milwaukee, WI 53202, or at such other location in Milwaukee, Wisconsin as the Board of Directors may from time to time determine.

## ARTICLE II

### BOARD OF DIRECTORS

Section 1. Number. The Board shall consist of three (3) members, which are together referred to as the "Directors" and each, individually, a "Director." Each Unit Owner shall appoint one Director, and all Directors must own a Unit, be a permitted occupant of a Unit or be a partner or partner of a partner of an Owner of a Unit, or be an officer, director, trustee, employee, or attorney-in-fact of an Owner or permitted occupant of Unit.<sup>1</sup> A Director shall hold office until such time as his or her successor takes office. The number of Directors may be changed only by the unanimous vote of all Unit Owners.

Section 2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by this Condominium Agreement may not be delegated to the Board by the Unit Owners. Such powers and duties of the Board shall include, but shall not be limited to, the following:

(a) Management, operation, care, upkeep and maintenance of the Condominium to the extent such activities are not the responsibility of the individual Unit Owners or are not being performed by the individual Unit Owners.

(b) Determination of the Common Expenses (as defined in Article IV, Section 1(d) below) required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Common Elements; provided that such Common Expenses shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis and for such other purposes as the Board shall direct, and shall be payable in regular installments.

(c) Collection of assessments from Unit Owners and enforcement of all obligations of the Unit Owners as Unit Owners under the Condominium Documents.

(d) Employment and dismissal of personnel necessary or advisable for the maintenance and operation of the Condominium, including engaging of a manager or managing agent.

(e) Opening of bank accounts on behalf of the Condominium Association and designating the signatories required therefor.

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<sup>1</sup> The "Director" of County Unit 1 shall be the Director of the Milwaukee County Department of Administrative Services or designee.

(f) Managing and otherwise dealing with the Condominium, as more particularly set forth herein, including the power to contract with others to provide management services.

(g) Obtaining of insurance for the Condominium to the extent that same is not obtained by individual Unit Owners.

(h) Making of (or overseeing) repairs, additions and improvements to, or alterations of, the Common Elements and repairs to and restoration of the Condominium after a casualty or taking in accordance with the other provisions of this Condominium Agreement.

(i) The power to do everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objectives, or the furtherance of any of the powers of the Condominium Association either alone or in conjunction with the Unit Owners.

Section 3. Board of Directors. The initial Board shall be composed of the individuals named by each Unit Owner, who shall hold office until the applicable Unit Owner appoints a different director. Any Director may resign his or her position at any time and any Director shall be subject to removal in the manner set forth in Section 4 of this Article. In the event of removal, resignation or death, a Director shall be replaced in the manner set forth in Section 5 of this Article.

Section 4. Removal. At any regular or special meeting of the Board, any one or more of the Directors may be removed for Cause by a vote of the other two Directors. Any member of the Board whose removal has been proposed ("Removed Director") shall be given timely notice of the meeting at which his or her removal shall be considered and an opportunity to be heard at the meeting. As used herein, "Cause" means the determination by the remaining Directors that any one or more of the following has occurred:

(a) the Removed Director shall have committed an act of fraud, embezzlement, misappropriation or breach of fiduciary duty against the Condominium Association; or

(b) the Removed Director shall have been convicted by a court of competent jurisdiction of, or pleaded guilty or nolo contendere to, any felony or any crime involving moral turpitude; or

(c) the Removed Director shall have been chronically absent (missed more than 3 consecutive meetings) from his or her duties as a Director (excluding vacations, illnesses or disability); or

(d) the Removed Director shall have materially breached any one or more of the provisions of the Declaration, this Condominium Agreement or the rules and regulations (if any).



Section 5. Vacancies. A vacancy in the Board, caused by any reason (including removal as provided in Section 4 above), shall be filled by the appointment in writing of a new Director by the Unit Owner who appointed the vacated Director.

Section 6. Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by a vote of all Directors, but at least one such meeting, which may be the organizational meeting, shall be held during each fiscal year. Notice of meetings of the Board shall be given to each Director at least seven (7) days prior to the day named for such meeting. Meetings may be called by any Director, by notice given to the other Directors, in the same manner as set forth in Article III, Section 1, which notice shall state the time, place and purpose of the meeting.

Section 7. Voting. At any meeting of the Board, each Director shall have one vote, and all actions taken by the Board must be approved by an affirmative vote or written consent of 100% of the Directors.

Section 8. Waiver of Notice. Any Director may at any time waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him or her.

Section 9. Compensation. No Director shall receive any compensation for acting as such.

Section 10. Liability of the Board of Directors.

(a) The Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, and shall have no personal liability with respect to any contract made by them on behalf of the Condominium Association, except to the extent such liability arises from any of the following:

(i) A willful failure by such Director to deal fairly with the Condominium Association or its members in connection with a matter in which the director had a material conflict of interest;

(ii) A violation of criminal law by such Director, unless such Director had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful;

(iii) A transaction from which the Director derived an improper personal profit or benefit; or

(iv) The willful misconduct of such Director.

(b) Every agreement made by the Board shall provide that the Directors or the Condominium Association, as the case may be, shall have no personal liability thereunder, and that no Unit Owner shall have any personal liability thereunder,

except as such may arise under this Condominium Agreement or under the Condominium Law.

Section 11. Action of Board Without a Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Directors are given written notice thereof and if all Directors consent to the action in writing and the written consents are filed with the records of the Board. Such consents shall be treated for all purposes as a vote at a meeting.

### ARTICLE III

#### UNIT OWNERS

Section 1. Meetings. A meeting of the Unit Owners may be called at any time by any Unit Owner by notice given to the other Unit Owners at least seven (7) business days prior to the day named for such meeting, which notice shall state the time, place (which place shall be located within the City of Milwaukee) and purpose of the meeting. Such notice shall be given in a manner best calculated to assure that actual notice is received by all Unit Owners. Any notice delivered to a Unit Owner at the street address of the Unit owned by such Unit Owner or to the Unit Owner at such other address as provided in writing by such Unit Owner to the Condominium Association shall be deemed to be given in a sufficient manner. A quorum will exist only if all the Unit Owners are represented at the meeting. Unless the Unit Owners agree otherwise, the MAM Unit 2 Director shall (a) preside at the meetings of the Unit Owners, (b) keep the minute book for recording resolutions of the Unit Owners, and (c) count votes at meetings of the Unit Owners. Such person is hereinafter referred to as the "Presiding Member". Commencing on January 1, 2021, the Presiding Member shall be the WMC Unit 3 Director, and every three (3) years thereafter, the Presiding Member shall rotate between the WMC Unit 3 Director and the MAM Unit 2 Director.

At any meeting, Unit Owners may also adopt amendments to the Declaration as provided in the Declaration or to this Condominium Agreement or the rules and regulations (if any) as provided in Article XI hereof or transact such other business of the Condominium as may properly come before them.

Section 2. Voting and Other Action by Unit Owners. Each Unit Owner shall have one (1) vote. Any act of the Condominium Association requiring a vote of the Unit Owners shall require a unanimous vote of all Unit Owners. The Owner or Owners of each such Unit either personally or through some person designated by such owner or owners to act as proxy (which person need not be an Owner) shall be entitled to vote the votes appurtenant to his or their Unit at all meetings of Unit Owners. The designation of any proxy shall be made in writing and, unless otherwise specifically provided in the written proxy, shall be revocable at any time by written notice to the Board by the Unit Owner so designating. If a Unit is owned by two or more Owners, any one of such Owners may act for all unless one of such Owners objects, in which case the vote attributed to such Unit shall not be counted for any purpose.

The Unit Owners shall transact the business of the Condominium at a duly called meeting, except that any action to be taken by the Unit Owners may be taken without a meeting if all Unit Owners entitled to vote on the matter consent to the action by a writing filed with the records of meetings of Unit Owners. Such consent shall be treated for all purposes as a vote at a meeting.

Section 3. Actions of Unit Owners. The unanimous vote of all Unit Owners shall be binding upon all Unit Owners for all purposes. In the event such Unit Owners are not able to reach a unanimous vote, the resolution shall be handled in accordance with Article V.

Section 4. Waiver of Notice. Any Unit Owner may at any time waive notice of any meeting of Unit Owners in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a Unit Owner at any meeting of Unit Owners shall constitute a waiver of notice by such Owner.

#### ARTICLE IV

##### OPERATION OF THE PROPERTY

Section 1. Common Expenses of the Condominium. The Condominium Association shall be responsible for the following: (i) real estate taxes, if and only for so long, as a single real estate tax bill is issued for the entire Condominium or the Property (as of the date of this Agreement, the Property is exempt from real estate taxes; thus, it is not contemplated that the foregoing circumstances will ever occur); (ii) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of Section 12 of this Article IV, and (iii) costs incurred by the Condominium Association in fulfilling its obligations under Article IV, Section 7 herein (collectively, "Common Expenses"). The Common Expenses may also include such amounts as the Board may deem proper to make up any deficit in the Common Expenses for any prior year or to provide for payment of liabilities arising from prior or current years and not reflected in the current budget. It is the intent of the parties that each Unit Owner shall maintain its respective Unit and appurtenant Limited Common Elements at such Owner's sole cost and expense as set forth in Section 16 of the Declaration and Section 7 of this Article IV, and that the annual Common Expenses shall be comprised almost exclusively of the costs of the insurance carried by the Condominium Association pursuant to Section 12 of this Article IV (subject to unusual circumstances such as casualty loss or condemnation).

(a) The fiscal year of the Condominium shall be the calendar year. The Board shall, after consideration of current maintenance costs and future needs of the Condominium Association, including the establishment of a working capital fund, a general operating reserve and a reserve fund for replacement (all if determined necessary by the Board of Directors), and after taking into account reimbursement by the various Unit Owners for certain expenditures, all as provided in the Declaration and this Condominium Agreement, adopt a budget for the Common Expenses, including the expenses of

administration, maintenance, repair and replacement of the Common Elements for each fiscal year. Each such budget shall be adopted not later than December 15th of the preceding calendar year, except in the case of the budget for the partial calendar year following the date of recording of the Declaration, which is to be adopted at the initial meeting of the Board. The Board may revise the budget from time to time as it shall deem necessary or appropriate.

(b) Once the Board has adopted or revised such budget, it shall determine the amount of such Common Expenses payable by each Unit Owner to meet the Common Expenses of the Condominium ("Common Charges") and it shall allocate and assess such Common Charges among the Unit Owners as provided hereinafter and in accordance with the Declaration. Common Charges assessed for a fiscal year shall be deemed to be assessed for, with respect to, and as of the first day of each fiscal year of the Condominium Association even though payable in installments. If the Board revises the budget during such fiscal year, the Board may specify the day as of which Common Charges based on such revision shall be deemed to be assessed. In the absence of such specification, the Common Charges based on such revision shall be deemed assessed as of the first day of the month following the Board's action.

(c) The Board shall assess Common Charges against the Units as follows:

(i) The Board shall assess Common Charges against the Units to meet the Common Expenses of the Condominium on the basis of the Board's best estimate of the percentage of usage of or benefits derived from each category of Common Expenses by the respective Units. To the extent practicable, any contracts entered into by the Board to provide services to the Condominium shall separately allocate all charges to be paid thereunder to the Units, Common Elements or Limited Common Elements that will be served, and the Board shall assess the Units for such charges on the basis of such allocation. If charges are separately allocated to Units and Common Elements, the charges allocable to the Common Elements shall be assessed against the Units in the same proportion as the charges for such contract are allocated to the Units. Charges allocable to Limited Common Elements, if not paid directly by the Unit Owner(s) to which such Limited Common Elements are appurtenant, shall be directly assessed against the Unit or Units to which such Limited Common Elements are appurtenant. If Limited Common Elements are appurtenant to more than one Unit, then charges allocable thereto shall be shared among the Units to which such Limited Common Elements are appurtenant on the basis of the Board's best estimate of the percentage of each Unit's usage of or benefits derived from such Limited Common Elements. Subject to any changes to the boundaries of WMC Unit 3 that may occur subsequent to the date of the Declaration, until the Transfer Date the premiums for the casualty insurance that the Board is required to procure under Section 12 of this Article IV shall be borne exclusively by the owners of County Unit 1 and MAM Unit 2. The owner of MAM Unit 2 shall be responsible for the portion of such premiums allocable to the Calatrava, the Kahler Building and the portion of the Saarinen Building included within MAM Unit 2. The owner of County Unit 1 shall be responsible for the balance of such premiums. After the Transfer Date, the owner of WMC Unit 3 shall be obligated for the portion of the casualty insurance premium previously paid for by the owner of County Unit 1.

(ii) In arriving at its best estimate of the percentage of usage of or benefits derived from categories of Common Expenses and shared Limited Common Elements, and in arriving at any other allocations required to be made by the Board under this Condominium Agreement, the Board may hire such professionals or experts as it deems reasonably necessary. The costs for such professionals or experts shall be deemed to be an administrative expense and allocated to the Units as further provided below.

(iii) Common Expenses relating to management and administration of the Condominium Association (including, but not limited to, property management wages, fees and employment taxes, administrative and oversight fees (which fees may be paid to a Unit Owner if such Unit Owner is selected by the Board of Directors for such purposes), legal and accounting expenses, office equipment and supplies and similar expenditures, all of which are subject to Board approval) shall be allocated in the same manner as set forth in subsection (c)(i), above.

(d) The Board shall advise all Unit Owners, promptly in writing, of the Common Charges payable by each of them, respectively, as determined by the Board as aforesaid and shall furnish copies of each budget on which such Common Charges are based to all Unit Owners and, if requested, to their Listed Mortgagees (as defined in Article X, Section 6 hereof). Such determination and notification shall be made prior to December 31st of the preceding calendar year, and there shall be a redetermination and notification made as of the end of any calendar month in which the budget is revised.

(e) The Board shall determine whether to establish a working capital fund for the Condominium Association and the amount of such fund. If drawn upon, the fund shall be replenished as the Board determines. Any contributions to working capital may be collected as if they were Common Charges, and shall be assessed against the Units in the same manner as set forth in subsection (c)(i), above.

Section 2. Payment of Common Charges and Other Assessments. Each Unit Owner shall be liable for payment, quarterly in advance, of the Common Charges assessed on such Unit Owner's Unit pursuant to Section 1 of this Article IV. Each Owner of any Unit, by acceptance of a Unit Deed therefor, whether or not it is so expressed in such deed, shall be deemed to covenant and agree with the Condominium Association, and each other Unit Owner, to pay all such Common Charges and other assessments, coming due with respect to such Unit while the owner thereof, with interest thereon and costs of collection thereof. No Unit Owner shall be liable for such Common Charges and other assessments assessed before acquisition of such Unit or after disposition of such Unit, although such Unit (except for County Unit 1) shall be subject to a continuing lien in favor of the other Unit Owners enforceable by the Condominium Association on behalf of said Unit Owners for all such Common Charges and other assessments (including interest thereon as provided in Section 4 hereof and the costs of collection thereof) until full payment thereof, which shall bind such Unit in the hands of the then owner, its successors in title and assigns (such lien to be inclusive of, but not limited by, the lien provided in the Condominium Law). A Unit Owner shall continue to be personally liable after disposition of a Unit for payment of such Common Charges and other assessments assessed while the Unit Owner owned the Unit. Notwithstanding the foregoing, no trustee, partner, stockholder, officer, limited liability

company member or manager, director, employee or beneficiary of a Unit Owner or of any beneficiary of a Unit Owner, shall be personally liable for any Common Charges or other assessments respecting such Unit Owner's Unit, or for interest thereon or the costs of collection thereof, all such liability being limited to the assets of the trust, partnership, limited liability company, corporation or other entity which constitutes such Unit Owner. Notwithstanding anything in this Condominium Agreement to the contrary, no lien for assessments shall attach to County Unit 1. The recourse of the Association against the Owner of County Unit 1 for nonpayment of Common Charges or other assessments shall be any and all remedies available at law or in equity, except lien foreclosure.

Section 3. Subordination of the Lien to Mortgages. The lien of the assessments provided for in Section 2 hereof shall be subordinate to any Protected Mortgage (as defined in the Declaration) of any Unit subject to assessment; provided, however, that said subordination to any Protected Mortgage shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a foreclosure, or any sale, transfer or other proceeding in lieu of foreclosure, under said Protected Mortgage. Such sale or transfer shall not relieve such Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments, nor shall it relieve the Owner of a Unit from liability for payment of any assessments which became due and payable while such Unit Owner owned the Unit.

Section 4. Collection of Common Charges. In the event that any Common Charges or other assessments due from any Unit Owner are not paid on the date when they fall due for payment thereof, such Unit Owner shall be obligated to pay interest at the rate of 12% per annum on such Common Charges or other assessments from the due date thereof, together with all expenses, including reasonable attorneys' fees, incurred by the Board in any proceeding brought to collect such unpaid Common Charges. The Board shall have the right and duty to attempt to recover such Common Charges and other assessments, together with interest thereon, and the expenses of the proceeding, including reasonable attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit provided for in Section 2 hereof and in the Condominium Law.

Section 5. Foreclosure of Liens for Unpaid Common Charges. In any action brought by or on behalf of the Board to foreclose a lien on a Unit because of unpaid assessments of Common Charges or other assessments, the Board, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, convey or otherwise deal with the same, provided that any sale or lease of a Unit shall be subject to Sections 10 and 17 of the Declaration. A suit to recover a money judgment for unpaid assessments of Common Charges or other assessments shall be maintainable against the defaulting Unit Owner, without foreclosing or waiving the lien securing the same.

Section 6. Statement of Common Charges. The Board shall promptly provide any Unit Owner who shall request the same in writing, with a written statement of all unpaid assessments of Common Charges and other assessments due from such Unit Owner signed by the President or Secretary of the Condominium Association. Such statement shall operate

to discharge the Unit from any lien for any unpaid sums not disclosed on such statement as of the date of such statement.

Section 7. Maintenance and Repairs.

(a) Except to the extent expressly delegated to a Unit Owner or Owners under the Declaration or this Condominium Agreement, the Condominium Association shall be responsible for the operation, maintenance, repairs and replacements to the Common Elements (and Limited Common Elements) of the Condominium. The costs for the foregoing shall be a Common Expense except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner or its occupant or invitee, in which case such expense shall be charged to such Unit Owner (but only to the extent that insurance proceeds are not received for such expense by the Condominium Association).

(b) In fulfilling its obligation hereunder, the Condominium Association shall maintain (or cause to be maintained) the Common Elements in a first-class manner.

(c) Notwithstanding the foregoing, in the event of an "emergency" (*i.e.*, a condition requiring repair or replacement necessary for the preservation or safety of a Unit or a Common Element or for the safety of occupants of the Buildings, or required to avoid the suspension of any necessary service in any Unit, where there is not enough time for the Board of Directors to meet and proceed diligently with such repair or replacement), a Unit Owner may perform repairs or maintenance (including replacements as are reasonably necessary) to the Common Elements. Any such reasonable costs shall be deemed a Common Expense allocated among the Unit Owners as set forth herein.

(d) All maintenance, repairs and replacements to and operation of any Unit and to its appurtenant Limited Common Elements, whether structural or nonstructural, ordinary or extraordinary shall be performed by the Unit Owner at such Unit Owner's expense, as more particularly set forth in the Declaration. Each Unit Owner shall be responsible for all damage to any and all other Units or to the Common Elements or Limited Common Elements that such Owner's failure to make prompt repairs may cause. Any expense of maintenance, repair or replacement incurred by the Condominium Association or another Unit Owner on account of the negligence, misuse or neglect of any Unit Owner or any occupant of or invitee of a Unit, shall be the obligation of said Unit Owner, to be paid forthwith on demand, except to the extent insurance proceeds are received by either the Condominium Association or another Unit Owner for such expenses.

Section 8. Restrictions and Rules and Regulations. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units and to reasonably regulate activities within those portions of the Common Elements accessible to the public (including provision for the periodic exclusion of members of the public from such portions of the Common Elements to prevent the establishment of any prescriptive rights therein), the use of the Units and of the Common Elements shall be restricted to and shall be in accordance with the restrictions and regulations of use contained in the Declaration, in this Condominium Agreement, and any Rules and Regulations promulgated by the Condominium Association, and in any amendments to the foregoing. Rules and Regulations may be

promulgated and amended from time to time by unanimous vote of the Board. Copies of all new or amended Rules and Regulations shall be distributed to the Unit Owners prior to their effective date. The Board shall have the power to levy fines against the Unit Owners for violations of this Condominium Agreement, the Rules and Regulations or the Declaration. In the case of persistent violation of this Condominium Agreement, the Rules and Regulations or the Declaration, by a Unit Owner or an occupant or invitee, the Board shall have the power to require such Unit Owner to post a bond or cash deposit to secure adherence to this Condominium Agreement, the Rules and Regulations and the Declaration.

Section 9. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board or the breach of any of this Condominium Agreement, or the breach of any provisions of the Declaration shall give the Board the right, in addition to any other rights set forth in this Condominium Agreement, to enjoin, abate or remedy by appropriate legal proceedings, the continuance of any such breach. All expenses incurred in connection with any such violation or breach by a Unit Owner shall be Common Expenses chargeable to that Unit Owner.

Section 10. Improvements to Common Elements. Improvements to the Common Elements may be made only with the approval of the Board. Unless otherwise agreed upon by the Board, the costs for such improvements shall be assessed against the Units in accordance with Section 1(c)(i) of this Article IV.

Section 11. Right of Access. A Unit Owner shall grant a right of access to its Unit to the Board and any person authorized by the Board, for the purpose of making inspections or for the purpose of correcting any conditions originating in its Unit and threatening another Unit or any portions of the Common Elements or for the purposes stated in the Declaration. Except in an emergency, such right of access shall be exercisable only after reasonable advance notice and with reasonable efforts to minimize interference with use of the affected Unit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 11, all costs for repairs (including repairs of damage caused by such entry) shall be borne in accordance with the provisions of Section 7 of this Article.

Section 12. Insurance Maintained by the Board.

(a) To the extent from time to time obtainable, the Board shall obtain and maintain the following insurance in accordance with the provisions of this Section:

(i) Insurance on the Condominium, including the Saarinen Building, Kahler Building, Calatrava, Underbridge, Limited Common Elements and the Common Elements, but excluding equipment, trade and other fixtures, furniture, carpeting, drapes, furnishings, and other personal property or improvements supplied or installed by the Unit Owners (collectively "Unit Owners' Property") in an amount equal to the full replacement value thereof, without deduction for depreciation or co-insurance, against at least all risks of direct physical loss or damage, including without limitation, the perils of fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, water damage, sprinkler leakage, vandalism, collapse, earthquake, terrorism and



flood (collectively, the "Property Casualty Risks"). Said replacement value shall be accepted by the company issuing such property policy and evidenced by an "agreed amount endorsement" or waiver of co-insurance, or other satisfactory evidence;

(ii) During any period when any repair or reconstruction of the Condominium is taking place and insurance carried under clause (a)(i) above would not be applicable, Builder's Risk Insurance on the Condominium, with the inclusions and exclusions specified in clause (a)(i) above, in completed value form against all risks of direct physical loss specified in clause (a)(i) above in an amount not less than the amount required by clause (a)(i) above;

(iii) Boiler and machinery insurance on the Condominium (as applicable) and the "Objects" therein (as defined under such insurance) to the extent not covered by insurance carried under clause (a)(i) above, providing minimum appropriate coverage as determined by the Board per accident per location, with the inclusions and exclusions specified in clause (a)(i) above;

(iv) Insurance against damage by such other hazards in such amounts as any mortgage lending institution holding a mortgage on any Unit may require (but excluding coverage required solely by reason of the use or occupancy of a particular Unit); provided, however, that any additional premium incurred thereby shall be chargeable to the Owner of said Unit; and

(v) Such other insurance and endorsements to any of the foregoing insurance as the Board may from time to time determine to be reasonable and proper in amounts as the Board may deem appropriate.

(b) All policies of insurance shall be in such amounts as the Board shall determine consistent with the foregoing provisions. Such policies may provide for a deductible amount from the coverage thereof as the Board may from time to time determine to be reasonable and proper. In the event of any loss which relates solely to the Common Elements, such deductible amount may be assessed to all Unit Owners as a special assessment of Common Expenses hereunder, which shall be allocated to the Units in accordance with Section 1(c)(i) of this Article IV. In the event of any loss which relates in whole or in part to insurable improvements forming part of a Unit or Units, which loss is covered by such insurance, the Board may assess to the Unit Owner of such Unit or Units, as a special assessment, all or part of such deductible amount, such special assessment being in an amount directly proportional to the amount of such loss related to such Unit improvements and the amount of the loss related to the Common Elements. Each Unit Owner shall be liable for such special assessments in addition to such Owner's respective share of the Common Expenses. Until such special assessments are paid by a Unit Owner, the same shall constitute a lien against the Owner's Unit pursuant to the provisions of Section 2 and Section 5 hereof and the Condominium Law.

(c) All policies of property insurance maintained by the Board shall name as insured the Board as insurance trustee for the Condominium Association, each Unit Owner and each Listed Mortgagee, as their interest may appear, with the standard mortgagee

clause in favor of each Listed Mortgagee, pursuant to such standard condominium property endorsement form as may from time to time be customarily used in Wisconsin. All policies of property insurance shall provide that adjustment of loss shall be made by the Board.

(d) All policies of insurance maintained by the Board shall provide that such policies may not be canceled or non-renewed or substantially modified by the insurer without at least 30 days' prior written notice to the Board (if such notice is available), except for nonpayment of premium, which shall require at least ten (10) days' written notice (if such notice is available).

(e) Except as otherwise herein specifically provided, the Board, acting on behalf of the Condominium Association and all Unit Owners and all Listed Mortgagees shall have the exclusive right to bind all such parties in respect of all matters affecting all insurance policies carried by the Board, including the surrender, cancellation, and modification thereof. Duplicate originals of all policies carried by the Board and of all renewals thereof, or, in lieu thereof, certificates of all such policies of insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Board to all Listed Mortgagees and binders or certificates of all such policies of insurance and of all renewals thereof shall be delivered by the Board to all Unit Owners at least ten (10) days' prior to the expiration of the then current policies.

(f) The Board shall annually review the insurance carried by it, which review may (in the Board's discretion) include obtaining an appraisal of the full replacement value of the Condominium, with the inclusions and exclusions provided in clause (a) above, without deduction for depreciation, by a qualified independent insurance appraiser, whose fee shall be a Common Expense. In order to assist such review of insurance coverage, each Owner of a Unit shall report to the Board in writing at least annually during the first three years after the date of recording of the Declaration, thereafter at least once every three years, also within 15 days after written request therefor by the Board, and also both prior to commencement of construction and upon substantial completion of any additions, alterations or improvements costing in excess of \$25,000, the estimated full replacement value of all additions, alterations or improvements since the date of the Declaration which are as a matter of law part of the real estate comprising such Unit (and not fixtures or personal property), without deduction for depreciation. Failure to give such notice of the value of any such additions, alterations or improvements shall constitute a waiver by such Unit Owner of any portion of any insurance recovery allocable to such additions, alterations or improvements arising from any casualty or other events occurring prior to the date when such notice is given, but such waiver shall not take effect to the extent that (i) such waiver would reduce the total amount of insurance proceeds payable with respect to such casualty; or (ii) the failure of such Unit Owner to give such notice did not, in the opinion of the Board, whose decision shall be final, reduce the amount of insurance recovery receivable by other Unit Owners with respect to any casualty or other events occurring prior to the date when such notice was given. The Board shall have the right to inspect the Units in connection with such review, but only after reasonable advance notice to the Unit Owners of such Units. In the event of doubt on the part of the Board or on the part of the Unit Owner as to whether or not particular

additions, alterations or improvements are part of the real estate, the estimated full replacement value of each such item shall be separately stated.

(g) Pursuant to Section 14 of this Article IV, insurance proceeds received by the Board shall be held in escrow for the benefit of the Unit Owners and Listed Mortgagees.

Section 13. Insurance Maintained by Unit Owners

(a) Each Unit Owner shall annually provide to the Board certificates of insurance or (in the case of the County Unit 1 Owner, so long as County Unit 1 is owned by County or another unit of government) satisfactory evidence of self-insurance showing that such Unit Owner has in full force and effect the following insurance with respect to its Unit, the cost of which shall be the sole and exclusive responsibility of such Unit Owner:

(i) Insurance on its Unit Owner's Property against the Property Casualty Risks (except insurance for earthquake, terrorism and flood shall not be required);

(ii) Worker's Compensation Insurance (with at least statutory minimums), Employer's Liability Insurance, and non-owned automobile liability insurance with respect to employees of such Unit Owner;

(iii) commercial general liability insurance with blanket contractual endorsement with a combined single limit of \$1,000,000 per occurrence, for personal and bodily injury, death and property damage, with umbrella or excess coverage with a limit of no less than \$5,000,000 per occurrence, or such higher limits as the Board may from time to time determine to be reasonable and proper;

(iv) if a liquor license is required for operation of the business conducted in such Unit, Liquor Law Legal Liability Coverage, and evidence that such insurance does not adversely affect or diminish any liability under any insurance obtained by the Board for the benefit of the Condominium Association pursuant to the provisions of this Section; and

(v) The Owner of WMC Unit 3 and the Owner of MAM Unit 2 shall maintain Liquor Law Legal Liability Coverage at any and all times that such Owner uses any portion of Fitch Plaza for an event where alcoholic beverages are served or available, and shall provide to the other Owner a certificate of insurance evidencing such coverage in amounts and form reasonably acceptable to the other Owner.

(b) In the event that a Unit Owner does not provide the Board with the evidence of insurance required under subparagraph (a) above within 15 days after receipt of notice from the Board, the Board may obtain such insurance on behalf of such Unit Owner, and the cost of such insurance shall constitute a Common Charge and shall be due solely from such Unit Owner, within 15 days of receipt of written notice of same from the Board to such Unit Owner together with evidence of such cost.

(c) Each Unit Owner, and any tenant, subtenant and occupant of a Unit, shall have the right to carry other insurance for its own benefit provided all such policies contain standard waivers of subrogation with respect to property damage and provided any such policies do not adversely affect or diminish any liability under any insurance obtained by the Board for the benefit of the Condominium Association pursuant to the provisions of Section 12 above. If any loss intended to be covered by insurance carried by the Board shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Unit Owner, or any tenant, subtenant or occupant of a Unit, such Unit Owner, or tenant, subtenant or occupant of a Unit, shall without limiting or prejudicing other remedies of the Board, assign the proceeds of such insurance carried by it, to the extent of such reduction, to the Board for application to the same purposes as the reduced proceeds are to be applied. As provided in subparagraph (a)(i) of this Section 13, each Unit Owner shall be solely responsible for insuring its Unit Owner's Property. Any lease or occupancy agreement of a Unit shall obligate the tenant to comply with the provisions of this Section 13.

(d) Subject to the waiver of subrogation set forth in subsection (e) below, by acceptance of a deed to a Unit, each Unit Owner indemnifies and holds harmless the Condominium Association, the Board, the Directors and officers of the Condominium Association and all other Unit Owners for all loss, cost, expense and damages of any kind (including without limitation reasonable attorneys' fees) to the extent the same results from or arises from the negligence or willful misconduct of such Unit Owner, its agents, employees, or licensees.

(e) Nothing in this Condominium Agreement shall be construed so as to authorize or permit any insurer of the Condominium Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Condominium Agreement or the Declaration. The Condominium Association, each Unit Owner, and each tenant, subtenant and occupant of a Unit hereby release each other, and waive all rights of recovery against any of the others for loss or damage to property located in the Condominium resulting from any perils to be insured against by such parties under the terms of this Condominium Agreement or the Declaration, whether or not such insurance has actually been secured, even if such incidents are brought about by the fault or negligence of a party. All insurance policies to be provided or obtained under this Article by either the Condominium Association or a Unit Owner must contain a provision that they are not invalidated by the foregoing waiver.

Section 14. Repair or Reconstruction After Fire or Other Casualty.

(a) In the event of damage to or destruction of the Common Elements (or Limited Common Elements, as applicable) as a result of fire or other casualty, the Board shall promptly adjust the loss, contract for the prompt repair or restoration of the Common Elements, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Board on account of any casualty, net of the expenses of collection thereof, shall be first applied to the repair or restoration of the loss. In the event that the total cost of repair or restoration of the Common Elements as estimated on the basis of an independent appraisal, or as

determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then unless the Unit Owners otherwise agree, the plans for such repair or restoration shall be revised (in a manner reasonably acceptable to the Board) such that the costs for same can be covered by the available insurance proceeds.

(b) In the event of damage to or destruction of any Unit or portion thereof as a result of fire or other casualty, the Condominium Association shall repair, reconstruct or replace the portion thereof so destroyed or damaged, to a substantially similar condition as existed prior to such casualty. All work shall be started and completed as soon as practicable, in a good and workmanlike manner, and in compliance with all laws, codes, regulations and ordinances. The Condominium Association shall immediately take such action as is necessary to assure that the damaged Unit (or any portion thereof) does not constitute a nuisance or otherwise present a health or safety hazard.

The proceeds of the insurance maintained by the Board and allocable to such damaged Unit shall be deposited in an escrow account at a financial institution or title company acceptable to the Board (to be disbursed in accordance with customary disbursement conditions applicable to construction loans) and shall be used by the Condominium Association for the repair, reconstruction and restoration of such damaged Unit (or portion thereof). Such proceeds shall be disbursed periodically by the Board upon certification of the architect or engineer having supervision of the work that such amounts are the amounts paid or payable for the repair, reconstruction or restoration. The Condominium Association shall obtain and make receipted bills available to the Unit Owners and, upon completion of said work, full and final waivers of lien. If the insurance proceeds are insufficient to complete the restoration, then unless the Owner of the damaged Unit (or portion thereof) agrees to provide all necessary additional funds to complete the restoration of its Unit to a substantially similar condition as existed prior to such damage, the plans for such restoration or repair shall be revised (in a manner reasonably acceptable to the Board) such that the costs for same can be covered by the available insurance proceeds.

(c) If there shall be a repair or restoration pursuant to the foregoing and the amount of insurance proceeds received by the Board exceeds the actual cost of such repair or restoration, then such excess proceeds, if any, shall be divided among the Owners of the Units repaired or restored (and their mortgagees as their interests may appear) in proportion to the respective costs of repair and restoration of the Units.

(d) Notwithstanding anything to the contrary herein, in the event of damage or destruction due to a casualty event, the Owner of MAM Unit 2 may, but shall have no obligation to, cause the Condominium Association to repair, reconstruct, redevelop or replace the Calatrava and/or the Kahler Building. The Board acknowledges that the Calatrava and Kahler Building are unique facilities, and the costs to reconstruct or replace such buildings in the event of a casualty may be significant, and such reconstruction or replacement may not be possible. In the event that the Owner of MAM Unit 2 elects not to cause the Condominium Association to repair or rebuild the Calatrava or the Kahler Building (or any portion thereof) after a casualty event, the Owner of MAM Unit 2 shall cause any damaged and unrepaired portion of the Calatrava and/or the Kahler Building to be razed or removed, restore the grade where such buildings were located with clean, properly

compacted fill, comply with all applicable codes, laws and regulations applicable to such removal and/or razing, and the Owner of MAM Unit 2 shall maintain the ground area formerly occupied by such building or buildings in good order and repair. In such event, all insurance proceeds attributable to such damage shall be paid over to the Owner of MAM Unit 2, and the Declaration and the Condominium Plat shall be amended to eliminate the building or buildings (or any portions thereof) not repaired or restored. Moreover, due to the unique architectural characteristics of the Calatrava and Kahler Building, any repair, reconstruction or replacement of such facilities after a casualty event shall be undertaken under the supervision and at the direction of the Owner of MAM Unit 2.

(e) Notwithstanding the foregoing, the Board may perform emergency work essential to the preservation and safety of the Condominium or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained proceeds of insurance.

## ARTICLE V

### DISPUTE RESOLUTION

Section 1. The following dispute resolution procedures apply to (i) any objection raised by a Unit Owner relating to the allocation by the Board of any category of Common Expenses to one or more Units which is not resolved by the Board to such Unit Owner's satisfaction; (ii) any disagreement over the interpretation of this Condominium Agreement, the Declaration, the Condominium Plat or the Rules and Regulations (collectively, the "Condominium Documents"), as between the Condominium Association or Board and any Unit Owner or Owners, or as between the Unit Owners; (iii) any disagreement over whether a Unit Owner is in compliance with the requirements set forth in the Condominium Documents; (iv) any disagreement over whether any proposed improvements by a Unit Owner will adversely or materially affect another Unit, or whether such proposed improvements are otherwise in compliance with the Condominium Documents; and (v) any other disputes, disagreements, claims or disagreements between the Unit Owners, or the Condominium Association or Board and one or more Unit Owners, in any way related to the Condominium Documents.

Section 2. At each annual Board meeting, each Director shall nominate two Qualified Legal Arbitrators (as defined below) (each a "Qualified Legal Arbitrator" and collectively, the "Qualified Legal Arbitrators") to handle any disputes set forth in Section 1 regarding the interpretation of any provision of the Condominium Documents, including disputes under this Article V, Section 1(ii) and (iii). The Board shall attempt to agree on one of the Qualified Legal Arbitrators to be the "Primary Legal Arbitrator", another Qualified Legal Arbitrator to be the "Secondary Legal Arbitrator" and a third Qualified Legal Arbitrator to be the "Third Legal Arbitrator". If the Board is unable to so agree upon such designations, the Board shall select the Primary Legal Arbitrator through a process of elimination by striking the name(s) of the Qualified Legal Arbitrators from the list of six. The order of such process of elimination shall be as follows: the Directors shall each draw a number from one to three. The Director who drew the number one shall be the first to strike a name. The Director who drew the number two shall be the second to strike a name. The

Director who drew a number three shall be the third to strike a name. This process shall repeat in such order until there is only one Qualified Legal Arbitrator remaining on the list, and that Qualified Legal Arbitrator shall be the "Primary Legal Arbitrator". The same process shall be followed for designation of the Secondary Legal Arbitrator (from the remaining list of five Qualified Legal Arbitrators) and Third Legal Arbitrator (from the remaining list of four Qualified Legal Arbitrators). A "Qualified Legal Arbitrator" shall mean an attorney with at least ten (10) years of experience in mixed use real estate projects in the greater Milwaukee metropolitan area, who shall not have a direct or indirect interest or financial relationship with any of the Directors, officers or Unit Owners.

Section 3. At each annual Board meeting, each Director shall nominate two Qualified Structural Arbitrators (as defined below) (each a "Qualified Structural Arbitrator" and collectively, the "Qualified Structural Arbitrators") to handle any disputes set forth in Section 1 that do not relate to the interpretation of the Condominium Documents, including disputes under this Article V, Section 1(i) and (iv). The Board shall attempt to agree on one of the Qualified Structural Arbitrators to be the "Primary Structural Arbitrator", another Qualified Structural Arbitrator to be the "Secondary Structural Arbitrator" and a third Qualified Structural Arbitrator to be the "Third Structural Arbitrator". If the Board is unable to so agree upon such designations, the Board shall select the Primary Structural Arbitrator through a process of elimination by striking the name(s) of the Qualified Structural Arbitrators from the list of six. The order of such process of elimination shall be as follows: the Directors shall each draw a number from one to three. The Director who drew the number one shall be the first to strike a name. The Director who drew the number two shall be the second to strike a name. The Director who drew a number three shall be the third to strike a name. This process shall repeat in such order until there is only one Qualified Structural Arbitrator remaining on the list, and that Qualified Structural Arbitrator shall be the "Primary Structural Arbitrator." The same process shall be followed for designation of the Secondary Structural Arbitrator (from the remaining list of five Qualified Structural Arbitrators) and Third Structural Arbitrator (from the remaining list of four Qualified Structural Arbitrators). A "Qualified Structural Arbitrator" shall mean a structural engineer, or structural engineering firm, with at least ten (10) years of experience in mixed use real projects in the greater Milwaukee metropolitan area, who shall not have a direct or indirect interest or financial relationship with any of the Directors, officers or Unit Owners.

Section 4. The party seeking a dispute resolution in relation to any of the items under Article V, Section 1 above shall provide written notice to the Board and all Unit Owners of such dispute, disagreement or claim (collectively, a "Dispute"). The Board shall submit the Dispute to either the Primary Legal Arbitrator or Primary Structural Arbitrator, as applicable (referred to herein as the Applicable Primary Arbitrator) for resolution within ten (10) business days of receipt of written notice of such Dispute for resolution. In the event that the Applicable Primary Arbitrator is not available within a reasonable period of time (not to exceed 15 business days), the Dispute shall be submitted to the Secondary Legal Arbitrator or Secondary Structural Arbitrator, as applicable (referred to herein as the Applicable Secondary Arbitrator) for resolution. In the event that the Applicable Secondary Arbitrator is not available within a reasonable period of time (not to exceed 15 business days), the Dispute shall be submitted to the Third Legal Arbitrator or Third Structural Arbitrator, as

applicable (referred to herein as the Applicable Third Arbitrator) for resolution. All discovery shall be completed, and the arbitration hearing shall commence, within 20 days after the matter is submitted to the Applicable Primary Arbitrator (or Secondary or Third, as applicable). Unless the arbitrator finds that exceptional circumstances justify delay, the hearing will be completed and a decision rendered within 30 days of commencement of the hearing. The arbitrator shall have the authority to settle such controversy or claim by finding that a party shall be enjoined from certain actions or compelled to undertake certain actions, and in such event, a court of competent jurisdiction may enter an order enjoining and/or compelling such actions found by the arbitrator. The cost of arbitration will be divided equally between the parties, unless the arbitrator, in his or her discretion, determines that the non-prevailing party should bear the cost of arbitration. The determination of the arbitrator shall be binding on all parties. The arbitrator shall have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages.

Section 5. If the Applicable Primary, Secondary and Third Arbitrators are not available, and the Directors cannot otherwise agree upon an acceptable arbitrator, then such arbitrator shall be selected by the court pursuant to Chapter 788, Wisconsin Statutes (provided, however, that such court-selected arbitrator must possess the above-described qualifications).

Section 6. Notwithstanding the foregoing provisions of this Article V, if a dispute arises related to the divestment, relinquishment, reversion, sale, assignment or other transfer of real property interests of a Unit Owner, any party to this Agreement may elect that the dispute be resolved through judicial proceedings in the state or federal courts located in Milwaukee County, Wisconsin in lieu of resolution through arbitration under this Article V. The parties to this Agreement consent to the jurisdiction and venue of such courts and waive any objections or defenses to such jurisdiction and venue for this limited purpose only.

## ARTICLE VI

### NO SEVERANCE OF OWNERSHIP; FINANCING OF UNITS PURCHASED BY BOARD

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to the Owner's Unit without including therein the "Appurtenant Interests" (defined in the next following sentence) it being the intention hereof to prevent any severance of such combined ownership. The following are collectively herein referred to as the "Appurtenant Interests": (i) the Undivided Interest appurtenant to the respective Unit; (ii) the interests of such Unit Owner in any other assets of the Condominium; (iii) the membership of the Unit Owner of the Unit in the Condominium Association; and (iv) the easements and rights of such Unit Owner to use of Common Elements and Limited Common Elements as provided in the Declaration. Any such deed, mortgage, or other instrument purporting to affect the Unit or one or more of the Appurtenant Interests, without including the Unit and all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other



disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 2. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease a Unit, or any portion thereof, unless and until all due and unpaid Common Charges and other assessments theretofore assessed against the Owner's Unit have been paid in full to the Board.

## ARTICLE VII

### CONDEMNATION

Section 1. Notice to Unit Owners and Listed Mortgagees. The Board, promptly upon having knowledge of any taking by eminent domain of the Property, the Buildings, the Units, the Common Elements, the Limited Common Elements, or any portion of the foregoing, or any threat thereof, shall notify all Unit Owners and Listed Mortgagees.

Section 2. Repair and Restoration of Saarinen Building and/or Underbridge After Condemnation.

(a) In the event of a taking of all or part of the Saarinen Building and/or the Underbridge, including the Common Elements or Limited Common Elements, by eminent domain or conveyance in lieu thereof, the Board shall represent each of the Unit Owners in an action to recover all awards with respect to the Common Elements, Limited Common Elements and each Unit. The net proceeds of the awards, after deducting:

(i) related fees and expenses; and

(ii) the portions of the awards apportioned in the taking proceedings, shall be held by the Board and first applied to repair or restoration of the Common Elements, Limited Common Elements and the Units to as nearly their condition prior to the taking as may be feasible in the same manner as provided in Article IV, Section 14 hereof for disbursement of proceeds of insurance policies in the event of fire or other casualty.

(b) In the event that the total cost of repair or restoration of the Common Elements, Limited Common Elements and the Units as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of the awards, then unless the Unit Owners otherwise agree, the plans for such repair or restoration shall be revised (in a manner reasonably acceptable to the Board) such that the costs for same can be covered by the available net proceeds of the awards.

(c) Whenever the Board deems it appropriate, the Board may retain a registered architect or registered engineer, who shall not be directly or indirectly related to or affiliated with a Unit Owner, or an employee or agent of any Unit Owner or an employee or agent of any member of the Board, to supervise the work of repair or restoration and in such event no sums need be paid by the Board on account of such repair or restoration except upon

certification to it by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total costs of completion of said repair or restoration less amounts theretofore advanced, does not exceed the undisbursed proceeds of the awards as augmented by funds obtained by any assessment or assessments to the affected Unit Owners as a Common Expense.

(d) Notwithstanding the foregoing, the Board may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Property, without having first recovered the awards.

(e) If there shall be a repair or restoration pursuant to the foregoing and the amount of the awards exceeds the cost of such repair or restoration, then such excess shall be divided among the Unit Owners (and their Listed Mortgagees as their interests may appear) in proportion to the amount of such loss related to such Unit and the amount of the loss related to the Common Elements, as reasonably determined by the Board.

(f) If the loss to particular Units shall not be in the same relative proportions as the interests of the Unit Owners thereof in the Common Elements, the Board shall distribute any excess funds in such proportions as are just and equitable, and readjustments shall thereafter be made in the interests of the Unit Owners or in the allocation of Common Expenses or both as are just and equitable. Following any taking which reduces the number of Units in the Condominium, the Condominium and the Condominium Association shall continue subject to and with the benefit of all the provisions of the Condominium Documents so far as applicable to the remaining Units, and the interests of the Unit Owners shall be apportioned in the same relative proportion with respect to the remaining Units as existed among the remaining Units prior to the taking, except as readjusted under the preceding provisions. The remaining Unit Owners shall take such actions and execute such amendments to the Condominium Documents as may be required to effectuate the foregoing result.

(g) In the event of a temporary taking of all or part of the Saarinen Building and/or the Underbridge, including the Common Elements or Limited Common Elements, each Unit Owner, to the extent such Owner's interests are affected, shall have the right to prosecute the proceedings for the respective taking awards and retain the respective proceeds thereof.

Section 3. Taking of Kahler and/or Calatrava. In the event of a taking or a temporary taking of the Kahler Building and/or the Calatrava, the MAM Unit 2 Owner, together with its Listed Mortgagees, shall have exclusive rights to prosecute the proceedings for the taking award and to retain the proceeds thereof.

Section 4. Taking of County Unit 1. In the event of a taking or a temporary taking of County Unit 1, the Owner of County Unit 1, together with its Listed Mortgagees, shall have exclusive rights to prosecute the proceedings for the taking award and to retain the proceeds thereof.

Section 5. Awards for Unit Owners' Personal Property and Relocation Allowances. Where all or part of the Condominium is taken by eminent domain, each Unit Owner shall have the exclusive right to claim the entire award made for such Owner's respective individual personal property, and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation of a displaced business concern.

## ARTICLE VIII

### INDEMNIFICATION; TRANSACTIONS WITH INTERESTED PARTIES

#### Section 1. Indemnification.

(a) Except as otherwise provided below, the Condominium Association shall, to the extent legally permissible, defend, save harmless and indemnify each person who is, or shall have been, a Director or officer of the Condominium Association against all liabilities and expense (including judgments, fines, penalties and reasonable attorneys' fees and all amount amounts paid, other than to the Condominium Association, in compromise or settlement) imposed upon or incurred by any such person in connection with, or arising out of, the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be a defendant or with which he or she may be threatened or otherwise involved, directly or indirectly, by reason of his or her being or having been such a Director or officer.

(b) The Condominium Association shall provide no indemnification with respect to any matter as to which any Director or officer shall be finally adjudicated in such action, suit or proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Condominium Association.

(c) Indemnification may include payment by the Condominium Association of expenses in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding upon receipt of an undertaking by the person indemnified to repay such payment if it is ultimately determined that such person is not entitled to indemnification under this Section.

(d) As used in this Section, the terms "Director" and "officer" include their respective heirs, executors, administrators and legal representatives, and an "interested" Director or officer is one against whom in such capacity the proceeding in question or another proceeding on the same or similar grounds is then pending.

(e) The right of indemnification provided in this Section shall not be exclusive of or affect any other rights to which any Director or officer may be entitled under any agreement, statute, vote of Unit Owners or otherwise. The Condominium Association's obligation to provide indemnification under this Section shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the Condominium Association or any other person. Nothing contained in this Section shall affect any rights to which personnel of the Condominium Association other than Directors or officers may be entitled by contract or otherwise.

(f) Subject to the waivers of subrogation in Article IV, Section 13(e), to the extent permitted by law, each Unit Owner shall each be liable for any loss, damage, cost or expense to the extent the same arises out of such Unit Owner's negligent acts and omissions or willful misconduct, and each agrees to indemnify and hold the other, and the Condominium Association, harmless for any losses, damages, costs and expenses resulting therefrom. Without limiting the foregoing, and subject to the waivers of subrogation in Article IV, Section 13(e);

(i) The Owner of County Unit 1 shall indemnify the Owner of MAM Unit 2 and the Owner of WMC Unit 3 for, and hold them harmless from, all liability, claims, damages, expenses and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with Owner of County Unit 1's performance under the Declaration, this Condominium Agreement and any rules and regulations, to the extent caused by the negligence or willful misconduct of Owner of County Unit 1, its contractors, subcontractors, agents, or employees;

(ii) The Owner of MAM Unit 2 shall indemnify the Owner of County Unit 1 and Owner of WMC Unit 3 for, and hold them harmless from, all liability, claims, damages, expenses and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with the Owner of MAM Unit 2's performance under the Declaration, this Condominium Agreement or the rules and regulations, to the extent caused by the negligence or willful misconduct of the Owner of MAM Unit 2, its contractors, subcontractors, agents, or employees; and

(iii) The Owner of WMC Unit 3 shall indemnify the Owner of County Unit 1 and the Owner of MAM Unit 2 for, and hold them harmless from, all liability, claims, damages, expenses and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with the Owner of WMC Unit 3's performance under the Declaration, this Condominium Agreement or the rules and regulations, to the extent caused by the negligence or willful misconduct of the Owner of WMC Unit 3, its contractors, subcontractors, agents, or employees.

(g) Notwithstanding anything contained herein, the Owner of MAM Unit 2 shall not be liable for any investigation or remediation, or orders relating to the same, for any hazardous substances, pollutants or other environmental condition existing on, over or beneath all or any portion of the Condominium as of November 11, 1997 ("Pre-existing Environmental Conditions"). The County hereby indemnifies the owner of MAM Unit 2 against any damages, loss, expense and liability suffered by the Owner of MAM Unit 2 (and the successors and assigns) arising out of Pre-existing Environmental Conditions or the existence or discharge of pollutants or hazardous substances on, over, or beneath the Condominium, unless the same is caused by the Owner of MAM Unit 2 or is discovered or disturbed as a result of any excavation or construction activities undertaken by the Owner of MAM Unit 2 at, on or near the Condominium.

(h) Notwithstanding anything contained herein, the Owner of WMC Unit 3 shall not be liable for any investigation or remediation, or orders relating to the same, for Pre-existing Environmental Conditions. The County hereby indemnifies the Owner of WMC Unit 3 against any damages, loss, expense and liability suffered by the Owner of WMC Unit 3 (and its successors and assigns) arising out of Pre-existing Environmental Conditions or the existence or discharge of pollutants or hazardous substances on, over, or beneath the Condominium, unless the same is caused by the Owner of WMC Unit 3 or is discovered or disturbed as a result of any excavation or construction activities undertaken by the Owner of WMC Unit 3 at, on or near the Condominium.

(i) Nothing in this Condominium Agreement shall be construed to constitute a waiver by the County, as Owner of County Unit 1, of any applicable immunity, limited immunity or limitation on liability afforded the County under Wisconsin law, including, but not limited to, Wis. Stat. sections 345.05(3), 893.80(3), 893.80(4) and 895.04(4), as the same may be amended or renumbered from time to time.

Section 2. Transactions with Interested Parties. Any Director may be counted in determining the existence of a quorum and may vote at any meeting of the Board for the purpose of authorizing any contract or transaction between the Condominium Association and any corporation, firm, association, limited liability company, trust, partnership or person even if such Director is pecuniarily or otherwise interested in or is a director, member, trustee, officer or partner of such corporation, firm, association, trust or partnership or is a party to or is pecuniarily or otherwise interested in such contract or other transaction or is in any way connected with any person or persons, firm, association, trust, partnership or corporation pecuniarily or otherwise interested therein. Such contract or transaction shall be given like force and effect as if such Director (or an officer of the Condominium Association if he or she is so interested) were not so interested, or were not a director, member, trustee, officer or partner of such other corporation, firm, association, trust, or partnership, provided that, unless otherwise approved by unanimous vote of the Board, the terms of such contract or transaction must be (i) reasonably comparable to the terms of similar contracts or transactions involving similar circumstances, and (ii) consistent with the terms to which such a contract or transaction would likely be subject if no such interested party were involved.

## ARTICLE IX

### RECORDS

Section 1. Records and Audits. The Board shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, and minutes of the meetings of the Unit Owners. The Board shall keep and maintain, or cause to be kept and maintained, the financial records and books of account of the Condominium Association, as well as a separate account for each Unit, which among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Condominium Association, which report may be certified by an independent public accountant (if determined necessary by the Board), shall be rendered or caused to be rendered by the Board to all Unit Owners within 120 days after the end of each calendar year. Copies

of the Declaration, this Condominium Agreement and Rules and Regulations and the Condominium Plat, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners, their authorized agents and. Listed Mortgagees during reasonable business hours.

Section 2. Examination of Books. Each Unit Owner and each Listed Mortgagee of a Unit shall be permitted to examine the books of account of the Condominium during reasonable business hours.

## ARTICLE X

### MISCELLANEOUS

Section 1. Service of Notice. Whenever under the provisions of the Declaration or of this Condominium Agreement, notice is required to be given to the Board, any Director or Unit Owner, such notice shall be given in writing, by (i) hand delivery, (ii) U.S. certified mail, or (iii) nationally recognized overnight courier, and shall be deemed effective upon receipt or refusal thereof. Each Director and Unit Owner shall establish by notice to the Board an address within the limits of the City of Milwaukee for delivery of notice, which address may be changed from time to time by notice to the Board. The Board shall make each such address, as well as an address for delivery of notice to the Board, a part of the Condominium records.

Section 2. Service of Notice -- Waiver. Whenever any notice is required to be given under the provisions of the Declaration, the Condominium Law, or this Condominium Agreement, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Notice of Mortgage to Board. A Unit Owner who mortgages its Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the mortgage with the Board.

Section 4. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report or cause to be reported any then unpaid assessments of Common Charges or other assessments due from, or any other default by, the owner of the mortgaged Unit.

Section 5. Notice of Default. When a Unit Owner is given notice of a default in paying any assessments of Common Charges or other assessments, or other default, the Board shall send, or cause to be sent, a copy of such notice to the Listed Mortgagees of such Unit.

Section 6. Listed Mortgagee. As used in this Condominium Agreement, "Listed Mortgagee" shall mean a mortgagee holding a mortgage of record on a Unit of which the Unit Owner affected or such mortgagee has given the Board written notice, specifying the address to which notices are to be sent in all instances when written notice is required by this Condominium Agreement to be sent to a Listed Mortgagee by the Board. Such a mortgagee

shall remain a Listed Mortgagee until the Board receives written notice from the mortgagee of withdrawal of the listing or written evidence that the mortgage is discharged of record. "Listed First Mortgagee" shall mean a Listed Mortgagee with a first record priority on the Unit in question.

Section 7. Assignment by Unit Owner of Rights and Options.

(a) The right of any Unit Owner to vote to grant or withhold any consent, and to exercise any right or option herein granted to a Unit Owner, may be assigned or transferred in writing to or restricted in favor of any Listed Mortgagee, and the Board shall be bound by any such assignment or transfer upon notice in writing to the Board by the Unit Owner and such Listed Mortgagee setting forth the terms of such assignment.

(b) Any Listed First Mortgagee that obtains title to a Unit pursuant to the remedies provided in its mortgage or foreclosure of its mortgage will not be liable for such Unit's Common Charges which accrue prior to such acquisition of title to such Unit by such mortgagee.

(c) No Unit Owner, or any other party, shall have a priority over any rights of the Listed First Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or appurtenant Limited Common Elements.

Section 8. Invalidity. The invalidity of any part of this Condominium Agreement shall not impair or affect in any manner the validity, enforceability or effect of the balance of this Condominium Agreement.

Section 9. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Condominium Agreement, or the intent of any provision thereof.

Section 10. Gender. The use of the masculine gender in this Condominium Agreement shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 11. Waiver. No restriction, condition, obligation, or provision contained in this Condominium Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

## ARTICLE XI

### AMENDMENTS

Section 1. Amendments. This Condominium Agreement may be modified or amended only with the unanimous approval of all Unit Owners, unless otherwise set forth herein.

## ARTICLE XII

### CONFLICTS

Section 1. Conflicts. This Condominium Agreement is set forth to comply with the requirements of the Condominium Law and the Declaration as it may be amended from time to time. In case any provision of this Condominium Agreement conflicts with the requirements of the Condominium Law or the Declaration, the requirements of the Condominium Law or the Declaration, as the case may be, shall control.

To the extent that there are any inconsistencies between the Declaration and this Condominium Agreement, as amended, with respect to the percentage in any voting or consent requirements, the higher or highest percentage necessary for approval shall prevail. To the extent that the Condominium Law mandates that a higher percentage apply than is set forth in any voting or consent requirements in the Declaration or this Condominium Agreement, the Condominium Law shall govern.

*[signature page follows]*



EXECUTED as of December 18, 2017.

Print Name: David Drent  
Member, Board of Directors

Print Name: Marcelle Polednik  
Member, Board of Directors

DocuSigned by:  
Julie Bastin  
Print Name: Julie Bastin  
Member, Board of Directors for County Unit 1

*Approved with regards to County Ordinance Chapter 42:*

By: Rick Norris Date: 12/7/2017  
Community Business Development Partners

Reviewed by: Paul Schwengel  
By: Paul Schwengel Date: 12/8/2017  
Risk Management

Approved for execution: Paul Englitsch  
By: Paul Englitsch Date: 12/7/2017  
Corporation Counsel

*Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):*

By: John Mank Date: 12/8/2017  
Comptroller

Approved: Chris  
By: Chris Date: 12/11/2017  
County Executive

*Approved as compliant under sec. 59.42(2)(b)5, Stats.:*

By: Paul Englitsch Date: 12/11/2017  
Corporation Counsel

EXECUTED as of December 18, 2017.

David J. Drent

Print Name: David Drent *for WMC Unit 3*  
Member, Board of Directors

\_\_\_\_\_  
Print Name: Marcelle Polednik  
Member, Board of Directors

\_\_\_\_\_  
Print Name: Julie Bastin  
Member, Board of Directors

*Approved with regards to County Ordinance Chapter 42:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Community Business Development Partners

*Reviewed by:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management

*Approved for execution:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

*Approved as to funds available per  
Wisconsin Statutes Section 59.255(2)(e):*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Comptroller

*Approved:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive

*Approved as compliant under sec. 59.42(2)(b)5, Stats.:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

EXECUTED as of December 18, 2017.

\_\_\_\_\_  
Print Name: David Drent  
Member, Board of Directors

Marcelle Polednik  
\_\_\_\_\_  
Print Name: Marcelle Polednik *for MAM Unit 2*  
Member, Board of Directors

\_\_\_\_\_  
Print Name: Julie Bastin  
Member, Board of Directors

*Approved with regards to County Ordinance Chapter 42:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Community Business Development Partners

*Reviewed by:*

*Approved for execution:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

*Approved as to funds available per  
Wisconsin Statutes Section 59.255(2)(e):*

*Approved:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Comptroller

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive

*Approved as compliant under sec. 59.42(2)(b)5, Stats.:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

### Certificate Of Completion

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Signatures: 7

Certificate Pages: 2

Initials: 0

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Envelope Originator:

Paul Kuglitsch

633 W. Wisconsin Ave.

Suite 901

Milwaukee, WI 53203

corp counselsignature@milwcnty.com

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Holder: Paul Kuglitsch

corp counselsignature@milwcnty.com

Location: DocuSign

### Signer Events

Community Business Development Partners

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Julie Bastin

julia.bastin@milwaukeecountywi.gov

Engineer

Milwaukee County

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Paul Kuglitsch

corp counselsignature@milwcnty.com

Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Paul Schwegel

paul.schwegel@milwaukeecountywi.gov

Safety Manager

Milwaukee County

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### Signature

DocuSigned by:  
*Rick Norris*  
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DocuSigned by:  
*Julie Bastin*  
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*Paul Kuglitsch*  
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*Paul Schwegel*  
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**Signer Events**

Scott B. Manske  
 comptrollersignature@milwcnty.com  
 Comptroller  
 Milwaukee County

Security Level: Email, Account Authentication  
 (None)

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County Executive - Chris Abele  
 cabele@milwcnty.com  
 County Executive  
 Milwaukee County

Security Level: Email, Account Authentication  
 (None)

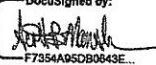
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Paul Kuglitsch  
 corpcounselsignature@milwcnty.com  
 Deputy Corporation Counsel  
 Milwaukee County

Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
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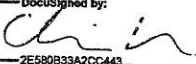
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