

MILWAUKEE ART MUSEUM CONTRIBUTION AGREEMENT

This Contribution Agreement (“Agreement”) is made and entered into this 18 day of December, 2017, by and between the MILWAUKEE ART MUSEUM, INC., (hereinafter referred to as “Museum”), and MILWAUKEE COUNTY, a governmental subdivision of the State of Wisconsin (“County”).

RECITALS

WHEREAS, by Resolution File No. 13-647, adopted July 25, 2013, the County, the Museum, and the Milwaukee County War Memorial, Inc. (“WMC”) executed the following documents that superseded and replaced all prior agreements, amendments, leases or subleases to which the County, the Museum, and WMC were parties relating to the use, possession and occupancy of the Saarinen Building, the Kahler Addition, the East Atrium Addition, and the Calatrava Addition and related site improvements:

- Lease Agreement dated 10/1/13 between the County and Museum establishing leasehold rights within certain portions of the Saarinen Building, the entire Kahler Addition, including the East Atrium Addition, and other property for the benefit of the Museum (“2013 Museum Lease”).
- Lease Agreement dated 10/1/13 between the County and WMC establishing leasehold rights within certain portions of the Saarinen Building and other property for the benefit of WMC (“2013 WMC Lease”).
- Development Agreement dated 10/1/13 between the County, the Museum, and WMC, which provides for the funding and construction of the Planned Capital Improvements and Museum Improvements to the Saarinen Building and Kahler Addition (“2013 Development Agreement”).
- North Tract Access, Use, and Future Development Agreement dated 10/1/13 between the County, the Museum, and WMC, which addresses the ingress, egress, maintenance, utility, future development, and related rights and obligations with respect to the North Tract.
- Cooperation Agreement dated 10/1/13 between the County, the Museum, and WMC, which addresses the working relationship between the Museum and WMC.

and;

WHEREAS, subsequent to executing the above-referenced documents and pursuant to Resolution File No. 15-260, adopted April 23, 2015, the County and the Museum entered into discussions regarding the sale or lease of O’Donnell Park to the Museum; and

WHEREAS, after significant due diligence, the Museum proposed to acquire not only all of the improvements at O’Donnell Park (excluding the land), but also certain portions of the

Saarinen Building, the entire Kahler Addition and the East Atrium Addition (excluding all of the land); and

WHEREAS, to obtain the necessary approval of WMC to execute the sale of the subject property to the Museum, WMC proposed to acquire portions of the Saarinen Building currently occupied and/or operated by WMC (excluding the land); and

WHEREAS, by Resolution File No. 16-229, adopted March 17, 2016, the County approved the sale of the subject property to the Museum and WMC; and

WHEREAS, the terms and conditions of the sale included, in part, the County honoring its commitments in the 2013 Museum Lease and 2013 WMC Lease (collectively, the "Leases") to provide financial support for the operations and continued success of the Museum and WMC, as well as other financial conditions agreed upon between the parties; and

WHEREAS, the Leases will terminate upon the sale of the subject property to the Museum and WMC; and

WHEREAS, the County, the Museum, and WMC desire to enter into this Agreement to preserve the County's above-referenced Lease commitments and to memorialize the other financial conditions of the proposed sale.

AGREEMENT

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:

1. Current Operating Contribution. For calendar years 2014 to 2023, inclusive, the County has already provided and agrees to further provide funding to the Museum on an annual basis in the total annual amount of \$1,100,000 per year, payable on a quarterly basis.

2. Future Operating Contribution. At the expiration of the Current Operating Contribution set forth in Paragraph 1 above, the County agrees to provide funding to the Museum for calendar years 2024 to 2033, inclusive, on an annual basis in the total annual amount of \$500,000 per year, payable on a quarterly basis.

3. Settlement of Original Claims. In settlement of the Original Claims (as defined herein) made by each Party against the other under the 2013 Development Agreement, the County agrees to pay the Museum \$190,000 per year ("Settlement Amount") over a ten (10) year period. The Settlement Amount will be added to and disbursed with the fourth-quarter Current Operating Contribution payments beginning in 2017.

- a. Pursuant to the 2013 Development Agreement, the Museum agreed to fund, construct, and donate to the County certain Museum Improvements as defined

in the agreement. The cost of the Museum Improvements was estimated to be Fifteen Million Dollars (\$15,000,000).

- b. Pursuant to the 2013 Development Agreement, the County agreed to provide for certain Planned Capital Improvements as defined in the agreement. The cost of the Planned Capital Improvement was estimated to be Ten Million Dollars (\$10,000,000).
- c. The actual costs of the Museum Improvements and Planned Capital Improvement exceeded the estimated costs (the “Cost Overruns”).
- d. By letter dated July 7, 2015 (attached hereto and incorporated herein as Exhibit A), the County claimed that the Museum was responsible for certain Cost Overruns (“County Claim”).
- e. By letter dated July 27, 2015 (attached hereto and incorporated herein as Exhibit B), the Museum claimed that the County was responsible for certain Cost Overruns. (“Museum Claim”, referenced together with the County Claim are the “Original Claims”).
- f. The County denied any and all liability for the Museum Claim; and the Museum denied any and all liability for the County Claim.
- g. In lieu of arbitrating the Original Claims, the County agreed to pay the Museum \$1,900,000 in ten annual installments of \$190,000 (the “Settlement Amount”).
- h. The County and Museum acknowledge that the Settlement Amount was agreed upon as a compromise and final settlement of the Original Claims and that payment is not, and may not be construed as, an admission of liability by the County. The County and Museum specifically disclaim and deny any and all liability to the other over the Original Claims.
- i. The County and Museum agree to release, discharge, and forever hold the other harmless from any and all claims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the dispute over the Original Claims (but pertaining to the Original Claims), as of this date, arising from or related to the events and transactions which were the subject matter of the dispute over the Original Claims.
- j. This settlement constitutes a full and complete resolution of any and all matters relating to or arising out of the dispute over the Original Claims.

4. Reserve Capital Account. The Museum agrees to establish and maintain a restricted capital reserve account to meet the annual capital obligations of the improvements at O’Donnell Park, the portions of the Saarinen Building owned by the Museum, the Kahler Addition, including the East Atrium Addition, and the Calatrava Addition and related site improvements. The Museum

shall deposit into such account on an annual basis an amount equal to the greater of ten percent (10%) of its annual operating budget or \$1,500,000 (the "Annual Contribution").

5. County's Right to Audit. Upon reasonable notice to Museum, County reserves the right for County's employees, or others appointed by County, to conduct an examination and make copies of the books and records maintained by Museum with respect to the Annual Contribution. Should County's employees or appointees discover nonpayments or errors in payments with respect to the Annual Contribution, Museum shall correct such discrepancies promptly upon discovery. Museum shall inform County in writing of any action taken to correct such audit discrepancies. Any and all such audits conducted either by County's employees or appointees will be at the sole expense of County.

6. Entire Agreement. This Agreement contains all the covenants and agreements between the County and the Museum relating in any manner to the funding of the Museum and other matters set forth in this Agreement. No prior oral agreements or understanding pertaining thereto shall be valid or of any force and effect, and the covenants and agreements of this Agreement shall not be altered, modified or amended except in writing signed by the County's Director of the Department of Administrative Services and the Museum. The County and the Museum reserve the right to modify and amend this Agreement without the joinder or approval of any other party, except as otherwise set forth herein.

7. Waiver. Any provision of this Agreement which shall prove to be invalid, illegal, or unenforceable shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect, provided that the invalidity, unenforceability, or illegality does not render the general purposes of this Agreement incapable of being effected.

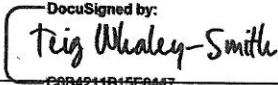
SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.


MILWAUKEE ART MUSEUM

By: _____ Date: _____
Name: _____
Title: _____

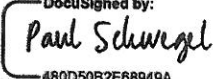
MILWAUKEE COUNTY

By:  Date: 12/6/2017
Teig Whaley-Smith, Director
Department of Administrative Services

Approved with regards to County Ordinance Chapter 42:

By:  Date: 12/6/2017
Community Business Development Partners

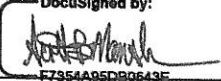
Reviewed by:

By:  Date: 12/7/2017
Risk Management

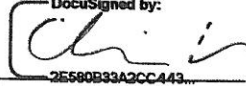
Approved for execution:

By:  Date: 12/7/2017
Corporation Counsel

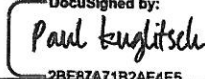
Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):

By:  Date: 12/7/2017
Comptroller

Approved:

By:  Date: 12/11/2017
County Executive

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

By:  Date: 12/11/2017
Corporation Counsel

[Signature page for the 2017 Contribution Agreement between County and the Art Museum]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

MILWAUKEE ART MUSEUM

By: Marcelle Polednik Date: _____
Name: Marcelle Polednik
Title: Executive Director

MILWAUKEE COUNTY

By: _____ Date: _____
Teig Whaley-Smith, Director
Department of Administrative Services

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

[Signature page for the 2017 Contribution Agreement between County and the Art Museum]

EXHIBIT A



OFFICE OF CORPORATION COUNSEL

PAUL BARGREN
Corporation Counsel

MARK A. GRADY
COLLEEN A. FOLEY
Deputy Corporation Counsel

TIMOTHY R. KARASKIEWICZ
MOLLY J. ZILLIG
ALAN M. POLAN
JENNIFER K. RHODES
DEWEY B. MARTIN
JAMES M. CARROLL
PAUL D. KUGLITSCH
KATHRYN M. WEST
JULIE P. WILSON
CHRISTINE L. HANSEN
Assistant Corporation Counsel

July 7, 2015

Attorney Raymond R. Krueger
Michael, Best & Friedrich
100 East Wisconsin Ave.
Milwaukee, WI. 53202

BY E-MAIL ONLY

Re: MAM Addition Development Agreement & Tolling Agreement

Dear Ray,

The purpose of this letter is to inform you that our office, on behalf of Milwaukee County and Julie Bastin, the County's Project Manager, is declaring an impasse under section I(c) of the parties' Tolling Agreement with respect to all matters in dispute to date that had been previously tolled under that agreement. The basic intent is to declare the expiration of the Tolling Agreement.

For your information, the following is a summary of the County's major claims and approximate amounts involved for each one.

	<u>Design costs</u>	<u>Construction costs</u>
1. Walls on N & S sides of Kahler for access to existing ducts	\$165,000	\$1,054,000
2. Re-design of HVAC plans for plan changes that occurred between 3/14/14 and 10/1/14	20,000	0
3. Change plans for restrooms relocation in Saarinen	13,000	10,000
4. Added structural changes in east wall and openings	20,000	85,000
5. Temporary heating and cooling of Kahler building.	6,680	175,000
6. Upgrades to Lake Water system for Chiller.	23,500	331,000

Letter to Attorney Raymond R. Krueger
July 7, 2015

7. Design changes for Methane requirements.	5,100	15,000
8. Estimated additional costs for rigging company to deliver AHU's to speed up installation of new HVAC to be ready for art work.	0	47,000
9. Removal of asbestos and ceiling above MAM office areas.	0	85,000
10. Replace hydraulic heating piping in MAM offices.	0	24,000
11. Replace insulation on ducts and piping over MAM offices.	0	11,500
12. Protection for building from wave action and ice and water	N/A	N/A

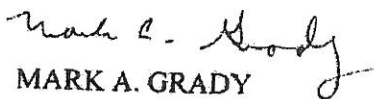
Furthermore, because the design and schedule have been changed several times without the County's approval, an additional item of the impasse to be presented to the arbiter will be limiting the timing of the County's 2016 contribution to work that is actually expected to be completed in 2016.

The County Executive hereby appoints Attorney Ralph Weber as the arbiter, as set forth in the parties' Development Agreement.

I would request that you provide a similar summary of any claims that the Art Museum intends to present to the arbiter.

If you have questions, please let me know.

Sincerely,



MARK A. GRADY
Deputy Corporation Counsel

cc by e-mail: Chris Abele
Teig Whaley-Smith
Ralph Weber
Julie Bastin
Greg High

EXHIBIT B



Michael Best & Friedrich LLP
Attorneys at Law
100 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202-4108
Phone 414.271.6560
Fax 414.277.0656

Raymond R. Krueger
Direct 414.225.2786
Email rkrueger@michaelbest.com

July 27, 2015

Mark A. Grady
Deputy Corporation Counsel
Milwaukee County Office of Corporation Counsel
Courthouse, Room 303
901 North 9th Street
Milwaukee, WI 53233

**Re: Milwaukee Art Museum and Milwaukee County
Development Agreement
Tolling Agreement**

Dear Mark:

In your letter of July 7, 2015, Milwaukee County declared an impasse under the October 7, 2014, Tolling Agreement "with respect to all matters in dispute to date..." provided a line item summary of major claims and approximate amounts involved for each one..." and requested a "similar summary of any claims that the Art Museum intends to present . . ."

On behalf of the Milwaukee Art Museum ("Museum") and the Museum's Project Manager under the Development Agreement, Steven Chamberlin of the Chamberlin Group, the following is a summary of the Museum claims and the approximate amounts involved in each such claim:

		Estimated Museum Costs		
		Design	Construction	Total
1.	County HVAC System Liability See Development Agreement Recitals and Section 2.1			
	A. Design and construction of crawl space required below East Addition slab to allow HVAC installation as a result of County delay in awarding HVAC contract.	\$37,500	\$362,000	\$399,500
	B. Existing lower level ceiling assembly within the Museum gallery space required to be removed and replaced by County HVAC engineer.	\$18,100	\$222,000	\$240,100
	C. County failed to meet Critical Path schedule for County installation of new HVAC system. County revised HVAC Plans to include a temporary HVAC system. County rebid the HVAC	\$28,000	\$175,000	\$203,000

MICHAEL BEST

& FRIEDRICH LLP

Mark A. Grady

July 27, 2015

Page 2

	Estimated Museum Costs		
	Design	Construction	Total
installation, including a temporary HVAC system, but refused to pay the cost of the temporary HVAC system and threatened to further delay the project. The Museum advanced funds to the County under a reservation of rights to pay for the temporary HVAC system to mitigate additional damage.			
2. County Environmental Liability See Development Agreement Sec. 6.1			
A. Contaminated soil management and disposal		\$298,000	\$298,000
B. Methane gas mitigation system	\$9,000	\$140,000	\$149,000
C. Contaminated Water Treatment management and disposal	\$7,000	\$26,000	\$33,000
D. Asbestos Removal, including new ceiling assembly in Museum administrative offices		\$140,000	\$140,000
E. Environmental consultant to manage County Environmental Liability			\$112,000
3. County delays resulting in Museum costs incurred to mitigate damages. See Development Agreement, Sec. 3.8, Exhibit B (Critical Path Schedule)			
A. County delayed Saarinen Deck (Veterans Plaza) work start and HVAC work start resulting in additional costs to accelerate and resequence Museum Project in:			
(i) Kahler Addition	\$45,000	\$482,000	\$527,000
(ii) Fitch Plaza	\$6,000	\$38,000	\$44,000
(iii) Saarinen Building	\$12,000	\$80,000	\$92,000
B. County failure to meet critical path schedule resulted in relocating Museum offices off-site for an extended period.			\$150,000
C. East Addition foundation systems construction acceleration costs		\$58,000	\$58,000

MICHAEL BEST

& FRIEDRICH LLP

Mark A. Grady
 July 27, 2015
 Page 3

	Estimated Museum Costs		
	Design	Construction	Total
D. County delays, taking into account Museum acceleration efforts, results in a delay in the reopening of the Museum reinstallation from September 21, 2015 to November 14, 2015 in which the Museum incurs lost operating revenue.			\$699,250
4. Other County Activities resulting in Museum incurring additional cost			
A. Additional costs incurred by Museum in integrating its fire alarm system with the County unintegrated system	\$17,600	\$186,000	\$203,600
B. County required a relocation of the 8-inch underground water main	\$11,000	\$102,000	\$113,000
C. County failure to inspect and repair roof drains to prevent water infiltration results in Museum incurring the cost to video inspect and repair.		\$60,000	\$60,000
D. County failure to notify Museum of timing of installing a lake water chiller pipe resulted in a stoppage of Museum work causing Museum to incur additional costs.		\$7,000	\$7,000
E. County failure to timely repair the County Freight elevator outage resulted in Museum incurring additional costs for material and equipment access.		\$28,000	\$28,000
SUMMARY			
1. Total County HVAC System Liability			\$842,600
2. Total County Environmental Liability			\$732,000
3. Total Museum cost to mitigate County delays			\$1,570,250
4. Other County Activities resulting in Museum additional costs			\$411,600
TOTAL			\$3,556,450



Mark A. Grady
July 27, 2015
Page 4

The Museum reserves all of its rights under the Tolling Agreement and the Development Agreement, including the right to assert additional claims and to provide a defense to the County's claims.

Very truly yours,

MICHAEL BEST & FRIEDRICH LLP

A handwritten signature in black ink, appearing to read "Raymond R. Krueger".

Raymond R. Krueger

cc: Milwaukee Art Museum

031765-000217527982.1

Certificate Of Completion

Envelope Id: 8643AFDEF95C4085B0DD69D8AFA0B5CD	Status: Completed
Subject: Please DocuSign: MAM 1684.pdf, Contribution Agreement MAM FINAL with Exhibits (10.09.17).pdf	
Source Envelope:	
Document Pages: 12	Signatures: 7
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
Envelope Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
	Envelope Originator: Paul Kuglitsch 633 W. Wisconsin Ave. Suite 901 Milwaukee, WI 53203 corp counsellsignature@milwcnty.com IP Address: 204.194.251.5

Record Tracking

Status: Original 12/5/2017 9:30:33 AM	Holder: Paul Kuglitsch corp counsellsignature@milwcnty.com	Location: DocuSign
------------------------------------------	---------------------------------------------------------------	--------------------

Signer Events

Teig Whaley-Smith
Teig.Whaley-Smith@milwaukeecountywi.gov
Director of Administrative Services
Milwaukee County
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 1/27/2015 6:36:57 AM
ID: edf36fad-2204-4057-8b19-ec98b81091b2

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

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

Paul Kuglitsch
corp counsellsignature@milwcnty.com
Deputy Corporation Counsel
Milwaukee County
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

DocuSigned by:

C6B4211B15E6447...

Using IP Address: 204.194.251.5

DocuSigned by:

AD4C84D4023E450...

Using IP Address: 204.194.251.5

DocuSigned by:

480D50B2E68B49A...

Using IP Address: 204.194.251.5

DocuSigned by:

2B6E7A71B2AE4E5...

Using IP Address: 204.194.251.5

Timestamp

Sent: 12/5/2017 9:34:24 AM
Viewed: 12/6/2017 5:01:29 AM
Signed: 12/6/2017 5:04:06 AM

Sent: 12/6/2017 5:04:07 AM
Viewed: 12/6/2017 6:14:28 AM
Signed: 12/6/2017 6:23:43 AM

Sent: 12/6/2017 6:23:45 AM
Viewed: 12/7/2017 9:56:36 AM
Signed: 12/7/2017 10:02:25 AM

Sent: 12/7/2017 10:02:26 AM
Viewed: 12/7/2017 10:47:23 AM
Signed: 12/7/2017 10:47:27 AM

Signer Events

Scott B. Manske
 comptrollersignature@milwcnty.com
 Comptroller
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

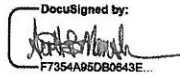
County Executive - Chris Abele
 cabele@milwcnty.com
 County Executive
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

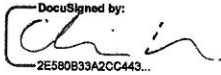
Paul Kuglitsch
 corpcounselsignature@milwcnty.com
 Deputy Corporation Counsel
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature

DocuSigned by:

 F7354A95DB0643E...

Using IP Address: 204.194.251.5

DocuSigned by:

 2E580B33A2CC443...

Using IP Address: 204.194.251.5

DocuSigned by:

 2BEE7A71B2AE4E5...

Using IP Address: 204.194.251.5

Timestamp

Sent: 12/7/2017 10:47:29 AM
 Viewed: 12/7/2017 3:01:50 PM
 Signed: 12/7/2017 3:03:50 PM

Sent: 12/7/2017 3:03:52 PM
 Viewed: 12/11/2017 7:48:45 AM
 Signed: 12/11/2017 7:49:16 AM

Sent: 12/11/2017 7:49:18 AM
 Viewed: 12/11/2017 9:53:34 AM
 Signed: 12/11/2017 9:53:38 AM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	12/11/2017 7:49:18 AM
Certified Delivered	Security Checked	12/11/2017 9:53:34 AM
Signing Complete	Security Checked	12/11/2017 9:53:38 AM
Completed	Security Checked	12/11/2017 9:53:38 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.