

FOURTH AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT
Milwaukee Public Museum

This Fourth Amendment to Lease and Management Agreement (“Agreement”) is entered into as of _____, 202__, by and between Milwaukee County, a Wisconsin municipal body corporate (“County”) and Milwaukee Public Museum, Inc., a Wisconsin nonstock, nonprofit corporation (“MPM”).

RECITALS

WHEREAS, County and MPM are parties to that certain Lease and Management Agreement dated on or about August 15, 2013, as amended by the Amendment to Lease and Management Agreement on or about April 24, 2019, as further amended by the Second Amendment to Lease and Management Agreement effective August 3, 2020; and further amended by the Third Amendment to Lease and Management Agreement on or about January 4, 2021 (as so amended, the “Lease”), relating to certain premises located at 800 W Wells Street, Milwaukee, WI 53233 (the “Premises”);

WHEREAS, the County and MPM seek to exercise the automatic extension of the Lease and Management Agreement dated August 15, 2013 pursuant to Section 2.2, and establish the Base Level Funding as hereafter defined and specified in this Agreement for such extension period;

WHEREAS, on March 15, 2022, the County’s Board of Supervisors adopted a Resolution to pass File No. 22-454 (attached hereto as Exhibit C) authorizing the County to negotiate and enter into agreements and submit future resolutions for the issuance of not-to-exceed amount of Forty-Five Million Dollars (\$45,000,000.00) in general obligation bonds or notes for the relocation of the Milwaukee Public Museum (hereinafter referred to as the “Contribution”);

WHEREAS, the County will have no ownership stake in the real property and building for the new Wisconsin Museum of Nature and Culture (such building being “NewBuild” hereafter defined);

WHEREAS, as part of the relocation efforts, MPM will begin relocating some of the Collections to an Off-site Storage facility during the term of this Agreement; and

WHEREAS, the anticipated opening of NewBuild and permanent close of MPM on the Premises to the public will occur within the five-year extension term in this Agreement, and MPM and the County anticipate the execution of a Termination Agreement prior to the expiration of this Agreement.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby promise and agree as follow:

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms used herein shall have the following meanings:
- (a) Milwaukee Public Museum (“MPM”) means a Wisconsin Nonstock Corporation organized under Ch. 181, Wis. Stats., and recognized as exempt under 501(c)(3), with the mission to inspire curiosity, excite minds, and increase desire to preserve and protect our world’s natural and cultural diversity through exhibitions, educational programs, collections, and research.
 - (b) Wisconsin Museum of Nature and Culture (“WMNC”) means a Wisconsin Nonstock Corporation organized under Ch. 181, Wis. Stats., and recognized as exempt under 501(c)(3).
 - (c) “NewBuild” means the approximately 200,000 square feet new building to be constructed to house WMNC.
 - (d) “Collections” mean all items, which are currently owned by the County and leased to, or managed and cared for by MPM, which may be displayed or used for research in the NewBuild, together with all additional artifacts of historical or scientific value or significance hereafter acquired or held by the County or the MPM to be used for exhibition, display, education, or research in connection with or as part of the activities and operations of MPM, or WMNC, less any of the foregoing which shall be sold, transferred or otherwise disposed of in accordance with the current lease and funding and management agreement or any new such agreement, and excluding any artifacts on loan to MPM from other parties.
 - (e) “Off-Site Storage” means the site to house Collections that are not on display, on loan or being researched, which shall be a separate building funded as part of the County Contribution.
3. Closure of Existing Facility. By a Termination Date established by a Termination Agreement, MPM shall cause the Collections and all personal property to be removed from the current location. The Premises shall be surrendered in a mutually acceptable condition. Any personal property left shall be disposed of at the County’s sole discretion. Any of the Collections left behind shall be moved in accordance with a schedule acceptable to the County to the new museum or off-site storage at MPM’s sole cost and expense.
4. Interests Conveyed. MPM shall convey, or cause to be conveyed, to the County any and all interest MPM may have in any portion of the existing museum facility, including but not limited to the former Discovery World, which is or was owned by the Museum of Science, Economics and Technology.
5. Base Level Funding. Until termination of the Lease, County shall continue to make its payment of Base Level Funding of Operations to MPM during the extended term in the annual amount of \$3,500,000, subject to the existing terms and conditions in the Lease. MPM shall continue to submit its budget request status quo based on the Lease.
6. Off-site Collections Storage. The selection of an Off-site Storage facility shall be subject to the approval of the County. MPM shall ensure that the Off-site Storage facility will meet museum

accreditation standards for Collections storage. MPM will adhere to insurance requirements for the transportation and storage of the Collections.

7. Final Payments. Upon termination of the Lease, the County shall cease any and all payments to MPM under the Lease, prorated to the Termination Date, including but not limited to Base Level Funding of Operations. Any amounts pre-paid by County to MPM under the Lease shall be prorated to the Termination Date and reimbursed to County upon the Termination Date.
8. Termination Agreement. Prior to the closure to the public of the Milwaukee Public Museum, County and MPM agree to enter a Termination Agreement.
9. Termination. County and MPM agree that the Lease shall be hereby terminated and cancelled effective as of the Termination Date. On the Termination Date, the Lease shall terminate as if such date were the expiration date originally set forth in the Lease, and neither party shall have any right or obligation as against the other with respect to the Lease or the Premises after the Termination Date except as set forth in this Agreement or the Termination Agreement.
10. Mutual Release. The Termination Agreement shall provide respective releases of rights, obligations, liabilities, claims and/or causes of action regarding the Lease as the County and MPM shall mutually agree upon.
11. Invalidity of Provisions. If any provision of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of that provision will not affect the validity and enforceability of the remaining provisions of this Agreement.
12. Miscellaneous. If there is any conflict between this Agreement and the Lease, this Agreement shall control. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and electronic signatures shall constitute originals for all purposes. This Agreement constitutes the entire understanding and agreement between the parties and supersedes any and all prior or contemporaneous agreements, negotiations and discussions between the parties with respect to its subject matter, and there are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, heirs and assigns, if any. This Agreement may not be modified or amended in any respect except by a subsequent written agreement signed by both parties. This Agreement shall be governed by, and construed under, the laws of the State of Wisconsin, without reference to its choice of law principles.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Lease Amendment #4 Agreement has been executed as of the date first above written.

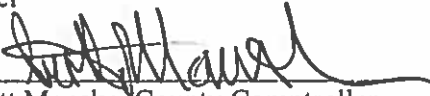
COUNTY:

MILWAUKEE COUNTY

By: 
David Crowley, County Executive

Date: ~~January 2~~ February 2, 2023

Approved as to form: 
Corporation Counsel

Approved as to availability of funds: 
Scott Manske, County Comptroller

MPM:

Milwaukee Public Museum, Inc.

By: 

Date: 1-3, 2023