

MILWAUKEE COUNTY WAR MEMORIAL CONTRIBUTION AGREEMENT

This Contribution Agreement (“Agreement”) is made and entered into this 18 day of December, 2017, by and between the MILWAUKEE COUNTY WAR MEMORIAL, INC. (hereinafter referred to as “WMC”), 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July 25, 2013, the County, WMC, and the Milwaukee Art Museum, Inc. (“Museum”) executed the following documents that superseded and replaced all prior agreements, amendments, leases or subleases to which the County, the Museum, and WMC were parties relating to the use, possession and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 WMC on an annual basis in the total annual amount of \$486,000 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 WMC for calendar years 2024 to 2033, inclusive, in a total amount of \$2,440,000, payable according to the following schedule:

2024	\$442,000	2029	\$222,000
2025	\$398,000	2030	\$178,000
2026	\$354,000	2031	\$134,000
2027	\$310,000	2032	\$ 90,000
2028	\$266,000	2033	\$ 46,000

During the above years, the County and WMC will continue to discuss in good faith any additional amounts the County may be able to provide on an annual basis taking into account then available County resources, other available cultural institutional funding, and WMC need based on progress

under its sustainability plan. Both the County and WMC reserve the right to continuously and mutually evaluate the potential need for a level of continued financial support to ensure the sustainability of the WMC.

3. Transaction Costs. The County agrees to reimburse WMC for its reasonable transaction costs, including attorney fees, incurred in connection with this transaction up to \$125,000.

4. County's Right to Audit. Upon reasonable notice to WMC, 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 WMC with respect to the Annual Contribution. Should County's employees or appointees discover nonpayments or errors in payments with respect to the Annual Contribution, WMC shall correct such discrepancies promptly upon discovery. WMC 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.

5. County Appointments. County shall maintain two (2) representatives on the War Memorial Board and Membership, which representatives shall be appointed by the County Executive and approved by the County Board.

6. Entire Agreement. This Agreement contains all the covenants and agreements between the County and WMC relating in any manner to the funding of WMC 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 WMC. The County and WMC 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.

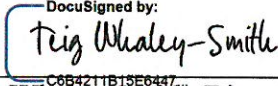
SIGNATURE PAGE FOLLOWS:

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


MILWAUKEE COUNTY WAR MEMORIAL, INC.

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

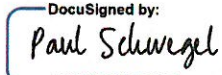
MILWAUKEE COUNTY

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

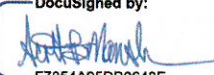
Reviewed by:

By:  Date: 12/7/2017
Risk Management

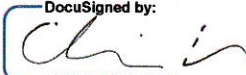
Approved for execution:

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 War Memorial]

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

MILWAUKEE COUNTY WAR MEMORIAL, INC.

By:  Date: 12/12/2017
Name: PETER P. POCHOWSKI
Title: Chairman

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 War Memorial]

Certificate Of Completion

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 Source Envelope:
 Document Pages: 5 Signatures: 7
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Paul Kuglitsch
 633 W. Wisconsin Ave.
 Suite 901
 Milwaukee, WI 53203
 corpcounselsignature@milwcnty.com
 IP Address: 204.194.251.5

Record Tracking

Status: Original
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 Holder: Paul Kuglitsch
 corpcounselsignature@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)
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Signature

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Community Business Development Partners
 rick.norris@milwaukeecountywi.gov
 CBDP Director
 Milwaukee County
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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Paul Schwegel
 paul.schwegel@milwaukeecountywi.gov
 Safety Manager
 Milwaukee County
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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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

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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

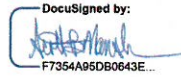
County Executive - Chris Abele
 cabela@milwcnty.com
 County Executive
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

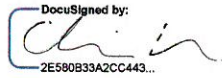
Paul Kuglitsch
 corpcounselsignature@milwcnty.com
 Deputy Corporation Counsel
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
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Signature

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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**

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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.