

AMENDMENT 1 TO LEASE AND MANAGEMENT AGREEMENT

THIS AMENDMENT (“Amendment”) to Lease and Management Agreement (“Lease”) by and between **MILWAUKEE COUNTY, WISCONSIN**, a political subdivision of the State of Wisconsin (“County”), and **MILWAUKEE COUNTY HISTORICAL SOCIETY**, a Wisconsin nonstock, nonprofit corporation (“MCHS”), is entered into on _____, 2017.

RECITALS

WHEREAS, the County and MCHS have previously executed the above-reference Lease regarding MCHS’s occupancy of the Milwaukee County Historical Center Museum and Research Library located at 910 N. Old World Third Street, Milwaukee, Wisconsin (the "Property"); and

WHEREAS, the County and MCHS now seek to amend the Lease.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency which are hereby acknowledged, the parties hereby agree to amend the Lease as follows.

PROVISIONS

1. Section 3.3(c) of the Lease is hereby amended as follows:
 - a. The date “December 31, 2016” in Paragraph 4 of this Section is amended to read “December 31, 2017.”
 - b. The first sentence of Paragraph 5 of this Section is deleted in its entirety and replaced by the following:

“MCHS shall pay the 60% Pledges to the County on or before December 31, 2017. MCHS shall pay the outstanding balance of the MCHS Share to the County on or before December 31, 2018; failure to do so will constitute a breach by MCHS of this Agreement.”
 - c. The date “December 31, 2016” in the third sentence of Paragraph 5 (as amended) this Section is amended to read “December 31, 2018.”
 - d. The date “January 1, 2017” in Paragraph 5 of this Section is amended to read “January 1, 2019.”
2. Except as specifically provided herein, the terms and conditions of the Lease heretofore entered into between the County and MCHS shall remain in force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall govern, control and prevail.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to Lease on the day, month and year first above written.

Milwaukee County Historical Society

DocuSigned by:
Ruth McGuire
By: 64DC74C74A5341D... Date: 7/17/2017
Ruth McGuire, President

Milwaukee County Department of Administration

DocuSigned by:
Teig Whaley-Smith
By: C6B4211B15E6447... Date: 7/14/2017
Teig Whaley-Smith, Director

Approved for execution:

DocuSigned by:
Paul D. Kuglitsch
By: 2BE87A71B2AE4E5 Date: 7/17/2017
Corporation Counsel

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

DocuSigned by:
[Signature]
By: F7354A95DB0643E Date: 7/14/2017
Comptroller

Approved:

DocuSigned by:
[Signature]
By: 2E580B33A2CC443 Date: 7/18/2017
County Executive

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

By: _____ Date: _____
Corporation Counsel

[Signature Page to the Amendment of MCHS 02.08.16 Lease]



June 30, 2017

Mr. Justin Rodriguez
Budget and Management Coordinator
Milwaukee County Courthouse
901 N 9th Street
Milwaukee, WI 53233

Re: Milwaukee County Historical Society

Dear Mr. Rodriguez,

Per review of the Milwaukee County Historical Society's (MCHS) investment account at Baird, MCHS has \$789,542.92 to cover their portion of the cornice project as of May 31, 2017. A copy of the Baird statement is attached.

Sincerely,

RITZ HOLMAN LLP

A handwritten signature in black ink that reads 'Katy L. Sommer'. The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Katy L. Sommer
Certified Public Accountant

Cc: Mame Croze McCully

Ritz Holman LLP
Serving businesses, nonprofits, individuals and trusts.

330 E. Kilbourn Ave., Suite 550 t. 414.271.1451
Milwaukee, WI 53202 f. 414.271.7464
ritzholman.com

Statement Period: MAY 1 - MAY 31, 2017
 Account Number: 5943-2705 AAR2



R2WVG102 01698 0008 0001 0004

MILW COUNTY HISTORICAL SOCIETY
 ATTN MAME CROZE MCCULLY
 910 N OLD WORLD THIRD ST
 MILWAUKEE WI 53203-1501

PREMIER CLIENT STATEMENT

ACCOUNT SUMMARY

	This Period May 1, 2017	Year-to-Date January 1, 2017
Beginning Balance	\$789,012.27	\$787,735.06
Cash Deposits		
Cash Withdrawals	-2,924.43	
Income and Distributions	648.65	1,754.36
Other Transactions		
Change in Market Value*	-118.00	2,977.93
Total Assets	\$789,542.92	\$789,542.92
May 31, 2017		

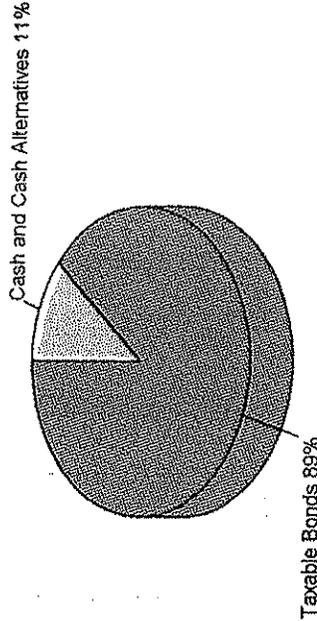
* Change in Market Value may include assets received in and/or delivered out.

INVESTMENT OBJECTIVE

Income with emphasis on safety

If you have any questions concerning your investment objective, or wish to make a change, please contact your Baird Financial Advisor.

ASSET ALLOCATION



Robert W. Baird & Co. Incorporated
 777 East Wisconsin Avenue Milwaukee, WI 53202-5391

Member NYSE, Inc. and other principal exchanges. Member SIPC.

www.rwbaird.com

FROM YOUR BAIRD FINANCIAL ADVISOR

The Zalewski Schneck Group Office Servicing Your Account
 Telephone: (414) 298-2441 Post Office Box 672
 Milwaukee WI 53201

Current Opportunities

Did you know Baird offers a solution to meet your daily banking needs? Baird Cash Management includes check writing, debit card with ATM access, direct deposit, electronic bill pay, concierge services and more. To learn more about this convenient service, contact your Financial Advisor.

Portfolio Bulletin Board

You have securities maturing.

Account Protection

Assets in your Baird account are protected by SIPC, subject to applicable limits. Baird provides additional coverage in excess of SIPC limits through an insurance policy with Lloyd's of London. Your balances in the bank deposit account are insured by the FDIC subject to applicable limits. Please see rwbaird.com or contact your Financial Advisor for details.

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE Professional Service - Operating Professional Service - Capital Purchase of Service Preliminary <input type="checkbox"/> X Final <input type="checkbox"/>
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DEPARTMENT NAME Office of the Comptroller	AGENCY NO. 370	DEPARTMENT (HIGH) ORG 3700
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VENDOR INFORMATION

VENDOR NO. 17148	ORDER TYPE	NEW or	AMEND <input checked="" type="checkbox"/>	CONTRACT NO.
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NAME OF VENDOR Milwaukee County Historical Society	ADDRESS 910 N. Old World Third Street Milwaukee, WI 53203
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TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	03/09/16 03/09/41	300 + possibly 300	\$ -	\$ 2,919,975.00

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2016-2020	01	0001	199	1908			8266	repairs,maintenance		annually	\$54,000
2016	02	1850	120	1850		cornice	various	WO11801			\$2,000,000
?	03	1850	120	1850	if repairs >\$3.6M		various	WO11801			\$500,000
2016	04	1850	120	1850	grates,wells		various	WO24701			\$150,000
annually	05	0001					revenue	rent from MCHS		annually	\$1

PURPOSE OF CONTRACT

Amendment 1 to the Lease and Management Agreement for MCHS to lease and rent from County 910 N. Old World Third St. to operate the property as a local historical museum open to the public - MCHS is responsible for property taxes; special assessments; utilities; day-to-day repairs, replacements, maintenance, structural repairs, and mechanical and electrical work.

The Agreement requires the County to manage cornice repair (WO11801); prepare bid documents and select a bid to be approved by MCHS; fund first \$2 million in cornice repair; complete grate and window well repairs (WO24701); and retain professional, public works, and other capital project services through separate contracts. MCHS shall pay cornice project costs which exceed the first \$2 million, but no more than \$1.6 million. MCHS must obtain donor cash or pledges for their contribution before works begins.

This Amendment extends cornice deadlines, requiring MCHS to pay 60% pledges to County by 12/31/17 and the remaining 40% by 12/31/18.

Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? Land was not zoned park when parties signed original lease 2/8/16. County Exec authority per Wis. Stats. 59.17(2)(b)3. and 59.52(6)

Was Contract **fully** executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Alexis Gassenhuber Prepared By	07/14/17 Date	Financial Analyst, Office of the Comptroller Title
Signature of County Administrator	Date	Title

LEASE AND MANAGEMENT AGREEMENT

By and Between

MILWAUKEE COUNTY, WISCONSIN

And

MILWAUKEE COUNTY HISTORICAL SOCIETY

Dated February 8, 2016

with respect to

HISTORICAL CENTER MUSEUM AND RESEARCH LIBRARY

910 N. OLD WORLD THIRD STREET

MILWAUKEE, WI

LEASE AND MANAGEMENT AGREEMENT

THIS LEASE AND MANAGEMENT AGREEMENT (this “Agreement”) is made as of the 8 day of February 2016, by and between **MILWAUKEE COUNTY, WISCONSIN**, a political subdivision of the State of Wisconsin (“County”), and **MILWAUKEE COUNTY HISTORICAL SOCIETY**, a Wisconsin nonstock, nonprofit corporation (“MCHS”) relating to the property known as the Milwaukee County Historical Center Museum and Research Library located at 910 N. Old World Third Street, Milwaukee, Wisconsin and more fully described in Exhibit A (the “Property”) and replaces all preceding agreements and amendments between the parties as they relate to the Property.

W I T N E S S E T H:

WHEREAS, County acquired the Property by deed of gift, dated April 21, 1965, from the First Wisconsin National Bank of Milwaukee; and

WHEREAS, the warranty deed (“Deed”) for the Property recorded with the Milwaukee County Register of Deeds as Document No. 4173981 was subject to several covenants, conditions, restrictions and reservations which were to apply and run with the land until April 21, 1990; and

WHEREAS, such covenants, conditions, restrictions and reservations included:

1. No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with the site hereby conveyed, nor shall said site in any way be used for other than civic, cultural or educational purposes. This restriction shall not prevent the receipt of such revenue as may be incidental to the uses therein authorized.
2. The premises shall not be used for general county functions such as the operation of offices or for storage except as such office use or storage may be necessary or incidental to the uses herein authorized.
3. As one of the permitted uses, a historical society museum shall be established and shall be operative and functioning within one year from the date hereof.
4. The existing building and its exterior architectural design shall be substantially retained. Destruction or damage to the building by fire, explosion, accident or act of God to such an extent as to make rebuilding economically impracticable shall render this provision inoperative; and

WHEREAS, MCHS is a non-profit corporation organized without capital stock under Chapter 181 and sec. 44.03(1), Wis. Stats.; and

WHEREAS, County has the power, under Wis. Stats. §59.56(5), to appropriate money to MCHS; and

WHEREAS, County has been appropriating funds and leasing the Property to MCHS pursuant to an agreement approved by the Milwaukee County Board of Supervisors on December 14, 1965 and renewed on May 16, 1988; and

WHEREAS, the 1965 agreement and 1988 renewal, among other things, allocated the responsibility for building maintenance, utility charges and other improvements among the parties; and

WHEREAS, the 1965 agreement and 1988 renewal expired on April 21, 2015; and

WHEREAS, it is in the best interests of MCHS, the residents of County and the public at large, that County lease the Property to MCHS and that MCHS undertake primary responsibility for managing and operating the Property as provided herein; and

WHEREAS, County and MCHS desire to set forth herein their current agreements and understandings with respect to the Property and other matters related thereto; and

NOW, THEREFORE, in reliance upon the mutual understandings stated above and in consideration of One Dollar, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, such parties hereby agree as follows:

**ARTICLE I
DEMISE AND OTHER PROPERTY TRANSFERS**

Section 1.1 Demise of the Property.

County does hereby lease, let and demise unto MCHS, and MCHS does hereby lease and rent from County, all right, title and interest of County, now owned or hereafter acquired, in the Property on the terms and conditions set forth herein.

**ARTICLE II
TERM; RENT; USE**

Section 2.1 Term.

A. Initial Term. This Agreement shall be for an initial term of twenty-five (25) years commencing on the Commencement Date, and expiring twenty-five (25) years thereafter (the “Initial Term”), unless sooner terminated as provided herein. Commencement Date, as used herein, means 5 days following the date that MCHS delivers to the Milwaukee

County Comptroller (1) a letter from MCHS's accountant or lawyer, in a form acceptable to the Comptroller, indicating that its concession agreement with Grandview Management Inc. d/b/a Zilli Hospitality Group dated October 13, 2015 (the "Concession Agreement") does not generate "unrelated trade or business income" for MCHS and (2) evidence that the Concession Agreement has been modified to have a term of 5 years or less and has not been otherwise modified or amended.

B. Extension. This Agreement may be extended by MCHS for twenty-five years after the Initial Term ("Extension Term"), if (i) MCHS delivers notice of MCHS's intent to extend the Agreement to the County prior to the end of the Initial Term, but no sooner than twelve months prior to the end of the Initial Term ("Extension Notice"), and (ii) MCHS has a \$1,000,000 capital reserve account at the time of the Extension Notice. The Initial Term, and the Extension Term if exercised, are herein referred to as "Term."

Section 2.2 Rent.

During the Term hereof, MCHS shall, as rent for the use and occupancy of the Property, pay County an annual rent of One Dollar (\$1.00), payable in advance, due on or before the 15th day of January of each and every calendar year during the Term hereof.

Section 2.3 Use of the Property.

MCHS shall use the Property described in Article I for the purposes of maintaining a first class local history museum offering a comprehensive program for the preservation and dissemination of knowledge of the community's heritage. In addition to preserving, cataloging and researching the over 50,000 artifacts now in its collection for use in exhibits and educational programs, MCHS shall provide reasonable access and assistance to the general public desiring to utilize its research library and shall use good faith efforts to curate its collection. Subject to the provisions of Section 9.5 of this Agreement, MCHS may utilize the Property for rental and event revenue to support the mission of MCHS.

**ARTICLE III
TAXES; UTILITIES; REPAIRS; INSURANCE**

Section 3.1 Property Taxes.

MCHS agrees to pay directly to the appropriate taxing authority, when due, all general real property taxes, if any, levied against the Property during the Term of this Agreement (on a prorated basis if MCHS has not occupied the Property for the whole period for which such taxes are levied). If, during the Term of this Agreement, any special assessment or other similar charge is levied against the Property, MCHS shall be responsible for payment thereof. Nothing herein contained shall prevent MCHS or County from protesting the validity or amount of any such taxes or assessments or from taking such action as may be required or permitted by law for enforcing and effecting such protest. In this connection, MCHS or County may withhold the payment of any such protested taxes or assessments provided that MCHS or County, as the case may be, proceeds with such protest in good faith and according to statute.

Section 3.2 Utilities.

MCHS agrees to pay, when due, all charges and costs for water, gas, heat, air conditioning, electricity, telephone and any and all other utilities furnished to or consumed by MCHS in or upon the Property during the Term hereof.

Section 3.3 Repairs and Maintenance.

(a) MCHS Responsibilities. Except as provided in Section 3.3(c) below, MCHS covenants and agrees that, at its expense, it will keep the interior and exterior of the Property in a good, clean, and sanitary condition, and to that end shall perform all necessary day-to-day repairs, replacements and maintenance to the interior and exterior of the Property. MCHS covenants and agrees that, at its expense, it will operate and maintain the general building systems of the Property using best building maintenance practices (as defined by County's Architectural and Engineering Staff and attached hereto as Exhibit B). MCHS shall submit documentation to County of the repairs and maintenance performance required under this Agreement, which shall be comprised of: (a) service agreement copies submitted no later than January 31 of each year and (b) equipment maintenance logs to be submitted on a quarterly basis. MCHS shall enter into service agreement(s) pursuant to County Architectural and Engineering Staff direction as to the building system(s) and building structural components that require such service agreements.

In addition, MCHS shall perform: (a) structural repairs and replacements to the Property envelope except as otherwise provided in Section 3.3(c), (b) repair, maintenance and replacement as needed of all mechanical and electrical systems including the heating, ventilating and cooling systems and building fire protection and security systems, the elevators and escalators, (c) any required removal or containment of asbestos or other hazardous materials, (d) repairs or replacements which are necessitated by the willful or negligent act or omission of MCHS, its agents, employees, contractors, invitees or representatives; (e) repairs or replacements which are necessitated by reason of fire or other casualty; (f) repairs or replacements which are necessitated by reason of a defect in the condition of the Property which existed prior to the date of this Agreement; and (g) repairs or replacements which are necessitated by reason of a breach of any warranty or representation of MCHS contained in this Agreement or by reason of MCHS's failure to perform or observe any term, covenant or condition to be performed or observed by MCHS pursuant to this Agreement. Structural repairs are defined as "work or improvements that would affect the structural quality of, or contribute to the longevity of or permanence of, the building envelope, the mechanical, electrical, HVAC, fire protection and security systems, and the elevators and escalators."

MCHS will maintain records of any repairs or maintenance on the facility, including in-kind work. Annual documentation shall be provided to the County of any and all repairs or maintenance on the facility done on behalf of MCHS.

(b) County Responsibilities. Except as set forth in Section 3.3(c) below, County shall not be responsible for any of the responsibilities assigned to MCHS in Section 3.3(a), above, throughout the Term of this Agreement.

Notwithstanding the foregoing, for the first five years of the Term, County shall provide \$54,000 annually to MCHS to fund repairs and maintenance of the Property or other MCHS obligations under Section 3.3(a), above. The annual funds shall be provided to MCHS in four quarterly payments of \$13,500 each. MCHS shall hold the funds in a segregated account for the designated purposes, which records County may reasonably request throughout the Term of this Agreement.

(c) Cornice Work and Other Exterior Repairs.

County and MCHS agree the Property is in need of cornice repair work, as set forth in Exhibit C (the "Cornice Project"). Because of the extraordinary costs associated with this work, the parties have decided to share the financial responsibility for completing the Cornice Project as set forth in this Section 3.3(c). County will manage the Cornice Project, and will maintain records of all repairs done to the Property as part of the Cornice Project, structural or otherwise.

For purposes of the Cornice Project, the term "Project Costs" includes planning and design costs (incurred after February 1, 2016), the removal of critical stone pieces for reproduction, the preparation of shop drawings, the extraction from quarries and manufacturing of cut stones to replace the removed stone pieces, the rebuilding of parapet walls and flashings, the installation of manufactured cut stone, tuck pointing, caulking, minor roofing work at the parapet, repairs to interior plaster damaged by moisture seepage due to the deferral of the Cornice Project, the costs associated with maintaining Builder's Risk Insurance throughout the Cornice Project, building permits and other municipal fees, an 8 percent architectural/engineering fee to compensate County's Project Manager for time spent managing the Cornice Project. Project Costs are estimated to be \$3.6 million.

County shall be responsible for preparing bid documents ("Bid Documents") and shall send to MCHS for approval ("Bid Document Notification"). MCHS shall have 5 days from receipt of Bid Document Notification to approve the Bid Documents, and such approval may not be unreasonably withheld. When a final bid is received that is acceptable to the County ("Final Accepted Bid"), the County shall send a notice to MCHS for approval ("Final Accepted Bid Notice"). The County may not unreasonably withhold final acceptance of a reasonable bid. MCHS shall have 5 days from receipt of the Final Accepted Bid Notice to approve the Final Accepted Bid, and such approval may not be unreasonably withheld. If Bid Documents or a Final Accepted Bid are not approved by MCHS, the County shall repeat the procedures of this paragraph until a Final Accepted Bid is approved by MCHS.

When a Final Accepted Bid is approved by MCHS, then MCHS's share shall be the Project Costs above \$2 million ("MCHS Share"). In no event shall MCHS's share exceed \$1.6 million. The County's Share shall be \$2 million, plus the Project Costs that exceed \$3.6 million. Within 60 days after MCHS approval of a Final Accepted BID, MCHS shall provide County with documentation sufficient to demonstrate that donor cash or pledges have been secured for at least 60% of MCHS Share ("60% Pledges"). 60% Pledges must indicate that the amount pledged will be delivered to MCHS on or before December 31, 2016 and designated to the Cornice Project. If

60% Pledges are not received by the 60 day deadline (“60% Pledge Deadline”), the County will not be obligated to start or to complete the Cornice Project. The determination of the strength and sufficiency of the above-referenced MCHS donor pledges designated to the Cornice Project shall be vested in the sole discretion and approval of County through its Office of the Comptroller. No funds shall be expended by County on the Cornice Project without the consent of the Office of the Comptroller. MCHS shall report to the Finance, Personnel and Audit Committee of the Milwaukee County Board of Supervisors with respect to the amount, status and sufficiency of the 60% Pledges at the meeting of the committee that is closest to the 60% Pledge Deadline.

MCHS shall pay the MCHS Share to the County on or before December 31, 2016, as MCHS’ contribution to the Cornice Project; failure to do so will constitute a breach by MCHS of this Agreement. As a remedy for such breach, the outstanding balance of the MCHS Share due to County as of December 31, 2016 shall be amortized over three years at an interest rate of 4 percent per annum, compounded annually, and repaid to County in the form of 36 monthly lease payments beginning January 1, 2017. If MCHS fails to make such monthly lease payments, County will first deduct the lease payment(s) from its annual contribution to MCHS for repairs and maintenance to the Property as set forth in Section 3.3(b) above, and County may next reduce any operating subsidy set aside for MCHS through its annual budgeting process, which funds are otherwise not a part of this Agreement, until County is repaid.

Any surplus of the MCHS share paid by MCHS to the County, and not expended by the County towards Project Costs, shall be repaid by the County on the condition it is deposited by MCHS in the segregated account MCHS has set up for repairs and maintenance of the Property.

In addition to the Cornice Project, County shall complete the grate and window wells repairs set forth in Exhibit C.

(d) Public Works. County and MCHS each shall comply with applicable County Ordinances, building codes, state statutes and federal regulations in the completion of the maintenance and repairs for which each is responsible. This includes, without limitation, the public works bidding requirements applicable to each entity, if any.

(e) Office of the Comptroller. The County and MCHS shall comply with all rules and regulations relating to bonds as long as there is outstanding debt on the facility. The Office of the Comptroller is responsible for reviewing the project, including on site, if necessary, to verify, in consultation with the County’s Bond Counsel, that the use of the bonds are in compliance with bond rules, regulations and Section 9.5.

Section 3.4 Insurance.

Throughout the Term hereof, the MCHS shall maintain in force insurance coverage as specified in Exhibit D.

**ARTICLE IV
ADDITIONS, IMPROVEMENTS AND ALTERATIONS**

Section 4.1 Property.

Subject to County approval which shall not be unreasonably withheld, MCHS may make whatever improvements and additions to the Property and construct whatever additional improvements MCHS deems necessary or desirable and in the best interests of MCHS, subject to the following restrictions: (i) that the existing building and its exterior architectural design shall be substantially retained, and (ii) that any modifications receive the approval of the appropriate bodies as a result of the Property's status on the National Register of Historic Places. MCHS shall submit any proposed modification or additions to the Property to County Director of Architecture & Engineering for review and approval prior to making such improvements and shall not proceed without such approval. All real property improvements and additions to the Property, regardless of how they are funded, shall be deemed to be part of the Property and shall be subject to the terms of this Agreement upon completion.

Section 4.2 Personal Property.

MCHS may furnish, install and maintain in the Property any and all personal property which MCHS deems necessary or desirable in connection with the operation thereof. MCHS may alter, rehabilitate and improve personal property in such manner as it deems necessary or desirable in the best interests of MCHS.

**ARTICLE V
MANAGEMENT OF THE PROPERTY**

Section 5.1 MCHS to Operate Property as a Local Historical Museum.

As part of its obligation under this Agreement, MCHS shall operate the Property as a local historical museum open to the general public. Subject to the provisions of Section 9.5 of this Agreement, MCHS shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the local historical museum during the Term of this Agreement, including without limitation the rights and duties to: engage an executive director and other personnel as may be necessary, contract for needed goods and services, determine and carry out policies relating to the exhibition and display of historic material at the Property, acquire and maintain worthy additions to the collections, conduct education and research, conduct ancillary activities such as event space rentals and gift shop sales, and promote attendance at the Property. The activities of MCHS shall be subject to such reasonable rules and regulations as MCHS may promulgate in its discretion from time to time regarding matters such as, but not limited to: admission fees; days and hours of operation; the safety of employees and the general public; the safety, protection and security of artifacts; the anonymity of donors who desire anonymity; and, to the extent permitted by law, the confidentiality of employee records and business records.

Section 5.2 Funds of MCHS.

All funds of MCHS, whether derived from County, from operations, from loans, from or in respect of the disposition of property, from insurance or condemnation proceeds, from gifts, grants or bequests, or from other sources, shall be held and used by MCHS solely for the management, operation, maintenance, repair, expansion or betterment of the Property and of other facilities owned by or leased by MCHS for the purpose of preserving and disseminating knowledge of the community's heritage, including, but not limited to, Damon House, Kilbourn Town House and Trimborn Farms. Funds which are received and accepted by MCHS subject to restrictions shall be held and used in accordance with such restrictions. By resolution of its Board of Directors, MCHS shall adopt a formal written policy regarding the investment of funds held by MCHS. Upon its adoption and upon any amendment thereof, a copy of such policy or amended policy, as the case may be, shall be delivered to County Clerk and County Executive of County for retention in the records of County. MCHS shall invest its funds only in accordance with such policy. The use of bond funds are governed by Section 9.5.

Section 5.3 Accounting System; Financial and Insurance Reporting; Inspections.

MCHS shall employ a system of accounting in accordance with generally accepted accounting principles (GAAP) applicable to a corporation of its type and character, except that MCHS has traditionally not capitalized its non-collection property and equipment nor recognized depreciation on those assets¹. In addition and in accordance with GAAP, MCHS's system of accounting shall reflect any County operating financial contribution(s) in a manner by which directly related expenditures can be clearly identified and reported. MCHS shall close its fiscal year and shall make the following periodic filings with the County Clerk and County Executive for retention in County's records:

- (a) Budget: In accordance with the Milwaukee County's schedule for its budget preparation – a proposed operating budget for the next fiscal year;
- (b) Quarterly Financials: Within 60 days following the close of each fiscal quarter of MCHS -- unaudited statements of revenues, expenses and cash flows of MCHS for such quarter and a balance sheet of MCHS as of the close of such fiscal quarter, certified by the chief accounting officer of MCHS to be true, correct and, subject to annual audit adjustments, in accordance with generally accepted accounting principles;
- (c) Annual Audit: Within 180 days following the close of each fiscal year of MCHS -- statements of revenues, expenses and cash flows of MCHS and its trust and endowment funds for such fiscal year and a balance sheet of MCHS as of the close of such fiscal year prepared in accordance with generally accepted accounting principles, together with a report and opinion thereon made and given by independent certified public accountants in accordance with generally accepted auditing standards; and

¹ Independent Auditor's Report of Milwaukee County Historical Society Financial Statements for the year ended December 31, 2014, Ritz Holman LLP, Milwaukee, Wisconsin, June 11, 2015

(d) Annual Insurance Summary: Within 30 days following the close of each fiscal year of MCHS -- a Certificate of Insurance meeting the requirements stated in Exhibit D shall be provided to the County evidencing compliance with the coverages and terms stated within. MCHS shall permit County and its duly authorized agents to inspect the Property, the collections and to examine the books and records of MCHS at any reasonable time, upon at least twenty-four (24) hours prior written notice, for the purpose of determining the compliance by MCHS with the provisions of this Agreement. MCHS shall also cooperate with County in their monitoring and review of the financial, capital, bond compliance and programmatic progress of MCHS.

ARTICLE VI DAMAGE; CONDEMNATION

Section 6.1 Damage or Destruction.

If, during the Term of this Agreement, there is damage or destruction to the Property or such portion thereof as to render the Property or remaining portion thereof unsuitable for the continued operation of a first-class historical museum, MCHS thereafter, by giving written notice to County within ninety (90) days following such damage or destruction, may terminate this Agreement. If MCHS does not elect to terminate this Agreement, MCHS shall in the alternative, within ninety (90) days following such damage or destruction, notify County that MCHS believes the damage or destruction to the Property is such that the Property or remaining portion thereof is unsuitable for the continued operation of a first-class historical museum. In the event that this Agreement shall terminate, the rental and all other amounts payable hereunder shall be prorated to the date of the damage or destruction. In the event that this Agreement shall not terminate, then commencing on the date of such damage or destruction and continuing during the period in which MCHS is repairing or rebuilding the Property pursuant to this Section 6.1, the rental and all other amounts payable by MCHS shall abate in proportion to the floor area of the building of which MCHS is deprived for the period in which MCHS is deprived of such area.

Section 6.2 Condemnation.

If, during the Term of this Agreement, the entire Property shall be taken by any public or quasi-public authority under its power of condemnation or eminent domain (or is conveyed under threat thereof), this Agreement shall terminate and be of no further force and effect as of the earlier of the date possession shall be taken by the acquiring authority or the date of conveyance. If any part of the Property shall be so taken as to render the remainder thereof unsuitable for the continued operation of a first-class historic museum, MCHS shall have the right to terminate this Agreement by giving written notice to County of such termination within the period of ninety (90) days after the date of such taking. In the event that this Agreement shall terminate, the rental, management compensation and all other amounts payable hereunder shall be prorated to the earlier of the date possession is taken by the acquiring authority or the date of conveyance. In the event a part of the Property is taken and MCHS does not terminate this Agreement, the rental payable by MCHS shall abate in proportion to the square footage of the building of which MCHS is deprived for the period in which MCHS is deprived of such area.

**ARTICLE VII
WARRANTIES OF COUNTY**

Section 7.1 Warranty of Title; Quiet Environment.

County hereby represents and warrants that it has good, valid and marketable title in fee simple, to the Property, free of all liens, charges and encumbrances except encumbrances of public record. County covenants and agrees that, for the Term of this Agreement, so long as MCHS shall duly and punctually perform and observe all of its obligations under this Agreement (taking into consideration the grace periods granted herein), MCHS shall peaceably and quietly have, hold and enjoy the Property without any hindrance or molestation.

Section 7.2 Condition of Property; Compliance of Property with Law.

Subject to any other provision of this Agreement, MCHS accepts the Property in “as is” condition.

Section 7.3 Default Under Other Agreements.

With respect to the Property, County hereby represents and warrants that it is not in default under any contract to which it is a party or obligation owed by it, nor has any event occurred which, through the passage of time or the giving of notice (or both) would constitute a default thereunder, or cause the acceleration of any obligation of County, or result in the creation of any lien, charge or encumbrance whatsoever upon the Property.

Section 7.4 No Breach of Statute or Contract.

County hereby warrants and represents that it has full right and authority to enter into this Agreement. County also hereby warrants and represents that neither the execution and delivery of this Agreement by County, nor compliance with the terms and provisions of this Agreement by County will cause County to breach any statute, ordinance or regulation of any governmental authority, or will conflict with or result in a breach, acceleration, termination or violation of any term, condition or provision of any agreement or instrument to which County is a party, or by which County or its assets are or may be bound, or constitute a default thereunder, or constitute an event which through the passage of time or the giving of notice (or both) would constitute a default thereunder, or result in the creation of any lien, charge or encumbrance of any nature whatsoever on, or give to others any interest on rights in, or with respect to, any of the Property. County further warrants and represents that the use and operation of the Property by MCHS pursuant to this Agreement will not breach or violate any of the foregoing.

Section 7.5 No Litigation or Adverse Events.

County hereby warrants and represents that, with respect to the Property, no suit, action or legal, administrative, arbitration or other proceeding, or investigation by any governmental agency, including, but not limited to, matters involving environmental, safety or health standards, is pending or has been threatened, nor do any facts exist which might lead to any such proceedings. With respect to the Property, County further warrants and represents that it is not in violation of, nor has it been in violation of, any federal, state, county or local statutes,

ordinances, rules or regulations, including but not limited to, those relating to environmental, safety, building or health standards.

ARTICLE VIII TERMINATION

Section 8.1 Default of MCHS.

County may terminate this Agreement, upon written notice to MCHS: (i) if any default by MCHS occurs in case of nonpayment of rent for more than ten (10) days after written notice of such default from County; or (ii) if any default by MCHS other than nonpayment of rent continues for more than ninety (90) days after written notice to MCHS from County specifying such default and demanding that it be corrected (or, if such default is not of a type which can be reasonably corrected within ninety (90) days, then if MCHS fails to commence promptly and to proceed with due diligence to correct such default). In the event that County terminates this Agreement as provided in this section, County may re-enter the Property or any part thereof with judicial process and expel and remove MCHS or any person or persons occupying the same and again repossess and enjoy the Property.

Section 8.2 Special Right of Termination for Invalidity, etc.

Any party may terminate this Agreement if this Agreement is determined to be invalid by operation of law or by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of this Agreement or any part hereof is restrained by any court or tribunal of competent jurisdiction or if it is determined that any party lacks the legal capacity or authority to execute or perform under this Agreement or that such execution or performance would violate any collective bargaining agreement or any other agreement by that which any such party is bound. If this Agreement is so terminated the parties shall fully and completely cooperate each with the other to effectuate and comply with any court order or judgment as may be applicable and shall further negotiate in good faith to resolve equitably any matters that require resolution in connection with such termination.

ARTICLE IX PRESCRIBED AND PROSCRIBED PRACTICES

Section 9.1 Nondiscrimination, Equal Employment Opportunity and Affirmative Action Programs.

MCHS shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap.

Section 9.2 Prohibited Practices.

(a) During the Term of this Agreement, MCHS shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the actual knowledge (without inquiry) of the principle officers of MCHS, has a conflict of interest.

(b) MCHS hereby states that it is familiar with Milwaukee County's Code of Ethics, which states in part: "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official actions or judgment would be influenced thereby."

Section 9.3 Cultural Awareness.

MCHS and its Board of Directors shall portray cultural groups in existing and newly created exhibits in an accurate and respectful manner.

Section 9.4 Meetings and Records.

MCHS shall comply with the provisions of the Wisconsin Public Records and Open Meetings Laws, except to the extent appropriate to protect the privacy of donors to MCHS and to protect the privacy of information related to transactions under negotiation.

Section 9.5 No Private Business Use of Property.

MCHS agrees that it has not and will not use or permit the use of the Property in a manner that would result in Private Business Use of the Property 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 improvements to the Property (the "Bonds"). "Private Business Use" means direct or indirect use in a trade or business carried on by any person other than a state or local government unit (as defined in Section 1.103-1 of the Treasury Regulations) where an organization described in Section 501(c)(3) of the Code is treated as a state or local government unit (as defined in Section 1.103-1 of the Treasury Regulations) with respect to its activities which are not unrelated trades or businesses (without regard to whether the activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code), determined under Section 513(a) of the Code. Without limiting the foregoing, MCHS agrees that it will not sub-lease or otherwise permit others to use any portion of the Property unless it delivers to the County Comptroller an opinion from County's Bond Counsel to the effect that the proposed sub-lease or other use will not adversely affect the validity of the Bonds or result in the interest paid or payable on any Bond becoming includable for federal income tax purposes in the gross income of any owner of the Bonds. This provision shall survive termination of this Agreement and remain enforce as long as the County has Bonds outstanding. If this Agreement is terminated, MCHS agrees to provide the Comptroller on behalf of the County with a certificate and any other information the County deems necessary to evidence its compliance with the County's Bond covenants at the County's request until the last Bond matures. For purposes of this Section 9.5 only, the term Property includes the Property described on Exhibit A as well as any other facilities owned by the County and leased or operated by MCHS.

**ARTICLE X
SURRENDER OF PROPERTY; HOLDOVER**

Section 10.1 Surrender of Property.

Upon expiration or termination of this Agreement, by lapse of time or otherwise, MCHS agrees to peaceably surrender the Property to County. In addition, upon such expiration or termination, MCHS shall execute and deliver to County such quit-claim deeds, bills of sale and other instruments as County may reasonably request to evidence, perfect or give legal effect to the relinquishment by MCHS of all of its right, title and interest in and to the Property.

Section 10.2 Holdover.

If MCHS remains in possession of Property after the termination of the Term of this Agreement and without the execution of a new agreement, MCHS shall be deemed to be occupying or possessing such Property as a tenant from month-to-month, subject to all of the applicable terms, covenants and conditions of this Agreement, including without limitation Article V hereof.

**ARTICLE XI
MISCELLANEOUS**

Section 11.1 No Liens.

Without in each instance the prior written consent of the other party, neither party hereto shall directly or indirectly create or permit to be created or to remain any lien, encumbrance, or charge on, or pledge of (collectively, "encumbrances") any of the Property.

Section 11.2 Notices.

Whenever in this Agreement it is required or permitted that notice be given by any party hereto, such notice shall be given by certified or registered mail, and any notice so sent shall be deemed to have been given on the date that the same is deposited in the United States mail, postage prepaid. Notices shall be addressed to County at 901 North 9th Street, Milwaukee, Wisconsin 53233, Attention: Director of Administrative Services, and to MCHS at 910 N. Old World Third Street, Milwaukee, Wisconsin 53202, Attention: President, or at such other address as either party may from time to time specify in writing in lieu thereof.

Section 11.3 Indemnification.

The parties to this Agreement agree to indemnify, defend, and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional, or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organizations suffering bodily injury, personal injury, death or property loss or damage, employment practices, civil rights or environmental liability and impairments arising out of this

Agreement, provided however that Milwaukee County's liability is limited by Wisconsin State Statute sections 893.80(3) for general liability and 345.05 for automobile liability. This indemnification shall survive the termination or cancellation of this agreement.

Section 11.4 Choice of Law, Forum.

This Agreement shall be construed by and enforced in accordance with the laws of the State of Wisconsin, in a court located in Milwaukee County, Wisconsin.

Section 11.5 Benefit.

This Agreement and all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that MCHS shall not assign this Agreement without express written consent of County.

Section 11.6 Entire Agreement; Severability, Interpretation.

This Agreement, contains all of the agreements of the parties hereto with respect to the subject matter hereof and supersedes all previous negotiations. There have been no representations made by or understandings made between the parties with respect to the subject matter hereof other than those set forth in this Agreement. This Agreement may not be modified except by a written instrument duly executed by the party against whom enforcement is sought. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable under any applicable law, that provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof. The headings contained herein are for convenience only, and shall not be used in any manner in construing the meaning or intent of this Agreement. The doctrine that a document is to be construed against its draftsman shall not be applied to this Agreement.

Section 11.7 Relationship of County and MCHS.

Nothing contained herein or in any other instrument or agreement between County and MCHS shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, of partnership, or of joint venture, or of a fiduciary between County and MCHS. Wherever in this Agreement it is provided that an action of MCHS requires prior approval by County, such approval shall be conclusively presumed to have been so granted if granted by the Milwaukee County Director of Administrative Services, unless otherwise noted herein.

Section 11.8 Notice to County of Amendments to Articles and By-Laws.

Amendments to the Articles of Incorporation or By-Laws of MCHS approved by MCHS Board of Directors and not prohibited by section 9 above shall be provided in writing to County upon execution.

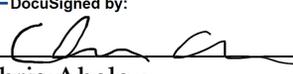
Section 11.9 Warranties Survive.

The warranties and representations contained herein shall survive the Term of this Agreement.

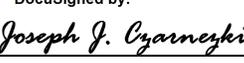
IN WITNESS WHEREOF, County and MCHS have executed this Agreement as of the day, month and year first above written.

MILWAUKEE COUNTY, WISCONSIN

MILWAUKEE COUNTY HISTORICAL SOCIETY

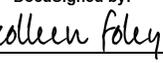
DocuSigned by:
By: 
Chris Abele
County Executive

DocuSigned by:
By: 
Randy Bryant, President

DocuSigned by:
By: 
Joseph J. Czarnecki
County Clerk

DocuSigned by:
By: 
Scott Manske
Comptroller

Approved by Corporation Counsel.

DocuSigned by:
By: 
Colleen Foley
Deputy Corporation Counsel

Approved by Risk Management.

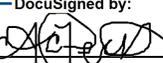
DocuSigned by:
By: 
Amy Pechacek
Director, Risk Management

EXHIBIT A

**LEGAL DESCRIPTION OF MILWAUKEE COUNTY HISTORICAL CENTER
MUSEUM AND RESEARCH LIBRARY**

The following described real estate situated in the City of Milwaukee, County of Milwaukee, State of Wisconsin to-wit:

Lots numbered One (1) and Two (2) in Block numbered Fifty (50) in the Town of Milwaukee on the West side of the Milwaukee River in the North East one-quarter (1/4) of Section numbered Twenty-nine (29) in Township numbered Seven (7) North, of Range numbered Twenty-two (22) East, in the City of Milwaukee.



EXHIBIT B

MAINTENANCE OF GENERAL BUILDING SYSTEMS

Notification of Request for Documentation From Entities Leasing County Buildings and Responsible For Building Operations Confirming Use Of Best Building Maintenance Practices On All The Existing Building Systems

County Board Long Range Strategic Plan Steering Committee along with County staff conducted a strategic planning process beginning in November 2009 and resulting in directives including a facilities management resolution. This resolution was approved by County Board and signed by County Executive March 2011. The resolution required a Comprehensive Facilities Plan (CFP) to realize the following goals:

- Maximize value leveraged through a sale
- Consolidate County holdings based on best use
- Consider the safety of the building while also reducing costs of operation
- Reduce long-standing liabilities associated with ownership of a facility
- Reduce the geographic scope of real estate holdings

To carry out this directive, the 2012 Budget funded the development of a CFP for 25 selected County properties. The CFP, performed by the consulting and property management firm CBRE, was completed in February 2013. While the CFP did not directly address buildings leased by County to third parties, it did provide strategies to realize the goals above.

The 2013 Milwaukee County Adopted Budget also directed the Milwaukee County Facilities Management Division of the Department of Administrative Services (DAS-FM) to continue to implement measures to centralize and streamline facilities management operations, consistent with County Audit Division's recommendations and the CFP to centralize property management services. DAS-FM provides centralized budget and support functions as well as facility assessment services. A Facilities Assessment Team (Team) has been established that provides inspection services to all County-owned facilities, performing a general building interior, exterior and site inspection for all County-owned buildings in order to inventory all the building systems and site infrastructure, determine condition of those systems, list the system deficiencies and assess the potential for issues impacting the public safety. This inspection process includes all leased County buildings as well.

The Team reviews facility maintenance / repair deficiencies in relation to the 5-Year Capital Plan, the facilities VFA database, and the recently completed CFP report. The Team reports regularly to the Committee on Transportation, Public Works & Transit (TPWT) on their progress with assessing the condition of County assets.

To assist in this assessment effort and insure leased County assets are being properly maintained, Milwaukee County DAS-FM is requiring documentation from those leasing entities responsible

for building operations confirming use of best building maintenance practices on all the existing building systems, including the foundation, exterior façade, pavements, storm drainage, painted surfaces, interior structure, building envelope, floor systems, roof systems, plumbing, electrical, HVAC, fire protection, security, elevators and escalators.

Documentation should include:

- written description of seasonal and/or annual maintenance activities conducted by the employees of the Lessee with approximate hours spent
- copies of ongoing service agreements with outside companies listing type and frequency of specific tasks to be performed
- paid invoices for building maintenance services
- documentation of results of City of Milwaukee inspections and certification of building systems
- test results of building systems operational and safety testing
- other pertinent documents required to confirm best management practices

Approvals and documentation submission relating to this Exhibit B shall be submitted to County Director of Architecture/Engineering at the following address:

Milwaukee County
Director of Architecture/Engineering, DAS-FM
633 W. Wisconsin Avenue, Suite 1000
Milwaukee, WI 53203

EXHIBIT C

Description of Cornice Repairs and Grate and Window Well Repairs

Cornice Repairs:

Overall Project Description - Restoration of the exterior cornice of the Property. Work will consist of the restoration of the parapet, entablature, column capitals, and wall masonry. The entablature level and parapet balustrade railings, balusters, coping, and sill stones will be deconstructed and reinstalled with new masonry joints. Deteriorating carbon steel anchor pins will be replaced with threaded stainless steel anchor pins. Broken and cracked stones will be replaced.

2 Months: Planning & Design, Remove Critical Stone Pieces for Reproduction

10 Months: Prepare Shop Drawings, Extract Stones from Quarry, and Manufacture Cut Stones.

7 Months: Rebuild Parapet Walls and Flashings, Install Manufactured Cut Stones from Stone Bank (Dutchman), Tuckpointing, Caulking, minor roofing work at parapet

Estimated Project Costs: \$3,600,000

Grate and Window Well Repairs:

The exterior window wells surrounding the perimeter of the building foundation exhibit material deterioration and are in need of repairs. Metal window well grates and anchorage exhibit significant deterioration and are in need of replacement. Grating replacement and restoration of the wells is required to ensure public safety at the building and adjacent public park. The scope of work replaces deteriorated grates with new grates comprised of historically compatible materials. Work also includes patching, restoration, and dam-proofing of the window well structures. County shall be solely responsible for completing this scope of work. Any further grate and window well repairs shall be the responsibility of MCHS.

EXHIBIT D

INSURANCE REQUIREMENTS

- A. Without limiting MCHS’s obligation to indemnify the County of Milwaukee, and prior to the commencement of any operations, under this Agreement, MCHS shall furnish an original or electronic copy of Certificate(s) of Insurance to the County Director of Risk Management, which shall be completed by a broker or an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) or electronic copy of the form(s) must have the agent’s signature, including the signer’s company affiliation, title and phone number, and be sent directly from the agent to County. County shall have no duty to perform under this Agreement until such certificate shall have been delivered to County, and no officer or employee other than the Director of Risk Management shall have authority to waive this requirement. The liability limits required can be satisfied through a combination of primary and umbrella policies.

- B. County reserves the right to review the insurance requirements of this section during the effective period of this Agreement and any extension or renewal hereof, and to modify insurance coverage and their limits when deemed necessary and prudent by County’s Director of Risk Management based upon changes in valuations, statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance will County allow modification whereupon County may incur increased risk.

- C. MCHS’s financial integrity is of interest to County, therefore, subject to MCHS’s right to maintain reasonable deductibles in such amounts as are approved by County, MCHS shall obtain and maintain in full force and effect for the duration of this Agreement and any extension thereof, at MCHS’s sole expense, insurance coverage written on occurrence basis, by companies authorized and admitted to do business in and to be served notice in the State of Wisconsin and rated A or better by A.M. Best Company and/or otherwise acceptable to Lesser, in the following types:

Commercial General Liability Including Bodily Injury & Property Damage, Contractual Products & Completed Operations, & Fire Legal	\$1,000,000 per Occurrence \$2,000,000 General Aggregate
Workers’ Compensation	Statutory (Waiver of subrogation required)
Employer’s Liability	\$100,000 /500,000/100,000

- H. The proceeds for any such insurance, paid on account of fire, explosion or other damage to the Property shall be used to defray the cost of repairing, restoring or reconstructing said improvements, as necessary.

- I. It is expressly understood and agreed that all operations of MCHS under this Agreement between County and MCHS shall be covered by such policies of insurance or self-insurance as approved by County's Director of Risk Management and that all personal property placed in the Property shall be at the sole risk of MCHS. The procuring of policies of insurance shall not be construed to be a limitation upon MCHS's liability or as a full performance on its part of the indemnification provisions of this Agreement. MCHS's obligations are notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises.

Certificate Of Completion

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Source Envelope:	
Document Pages: 28	Signatures: 5
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 6	
AutoNav: Enabled	Payments: 0
Envelopeld Stamping: Enabled	
Time Zone: (UTC-06:00) Central Time (US & Canada)	
	Envelope Originator: Alexis Gassenhuber
	633 W. Wisconsin Ave. Suite 901 Milwaukee, WI 53203 alexis.gassenhuber@milwaukeecountywi.gov IP Address: 204.194.251.5

Record Tracking

Status: Original 7/14/2017 9:10:55 AM	Holder: Alexis Gassenhuber alexis.gassenhuber@milwaukeecountywi.gov	Location: DocuSign
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Signer Events

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ruth McGuire
mcguire.ruth@gmail.com
Security Level: Email, Account Authentication (None)

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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:
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Signature

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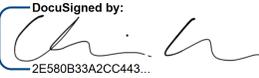
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Payment Events	Status	Timestamps

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.