

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “**Second Amendment**”) is entered into as of August 2, 2022 (the “**Amendment Effective Date**”), by and between MARCUS CENTER FOR THE PERFORMING ARTS, INC., a Wisconsin nonstock, nonprofit corporation (“**Tenant**”), and MILWAUKEE COUNTY, a governmental subdivision of the State of Wisconsin (“**Landlord**”). Tenant and Landlord each shall be referred to under this Second Amendment (as under the Existing Lease) as a “**Party**,” and together they shall be referred to under this Second Amendment (as under the Existing Lease) as the “**Parties**.”

RECITALS

A. Pursuant to the Lease Agreement effective as of January 1, 2017, by and between Tenant and Landlord (as modified by a First Amendment to Lease Agreement entered into between the Parties and dated as of September 20, 2018, the “**Existing Lease**”), Tenant leases from Landlord certain premises located at 929 N. Water Street, Milwaukee, WI, 53202, and commonly known as the Marcus Performing Arts Center, as further defined and described in the Existing Lease (the “**Premises**”).

B. Prior to the Existing Lease, Tenant and Landlord entered into that certain Contribution Agreement dated April 8, 2016 (the “**Original Contribution Agreement**”), to affirm Landlord’s commitment to support the operations and continued success of Tenant, as it provides valuable cultural activities, performing arts programming, veteran’s programming and education opportunities for the public.

C. The Existing Lease incorporates therein the Original Contribution Agreement as Addendum I attached thereto and modifies the Original Contribution Agreement upon specific terms as set forth in Recital R of the Existing Lease.

D. The Milwaukee County Board of Supervisors on July 26, 2018, approved by resolution (File No. 18-544) such modification to the Original Contribution Agreement, and Tenant consented to such modification. Thereafter, the term “**Contribution Agreement**” has meant and continues to mean the Original Contribution Agreement as (and only as) so modified by the Parties.

E. Appendix A of the Contribution Agreement contemplates ongoing Capital Support (as defined in the Contribution Agreement) from the Landlord to Tenant for the projects described therein, with target completion dates through 2026.

F. As specifically contemplated under Section 10.D of the Existing Lease, Tenant has requested that, in light of known structural and mechanical conditions existing at the Premises, the Pedestrian Pavement Replacement project scheduled for the years 2022 through 2024 and the Exterior Fountain project scheduled for 2026, as described in Appendix A, be converted to (i) a Phased Building Electrical Service project and (ii) a Phased Building Exterior Stone Cladding Restoration project, respectively, which Tenant proposes to undertake with the funding from Landlord contemplated under the Contribution Agreement.

G. Landlord is willing to so modify the Contribution Agreement and to continue to provide funding thereunder, provided that Tenant agrees to assume maintenance, repair, and capital replacement obligations with respect to certain pedestrian pavement on the Premises, and to further amend the Existing Lease as more particularly set forth in this Second Amendment.

H. The Parties desire to modify the Contribution Agreement and amend the Existing Lease in accordance with the terms and conditions of this Second Amendment, and thus acknowledge that the Existing Lease as modified by this Second Amendment shall hereafter constitute the “**Lease**.”

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises set forth herein, and for value received, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the terms, covenants and conditions of this Second Amendment, Tenant and Landlord agree as follows:

REPLACEMENT OF EXHIBIT 9.A.iii AND APPENDIX A

1. Exhibit 9.A.iii. Exhibit 9.A.iii to the Existing Lease is hereby deleted and replaced with Exhibit 9.A.iii attached to this Second Amendment, which thus is hereby incorporated into the Lease by reference.
2. Appendix A. Appendix A to the Contribution Agreement is hereby deleted in its entirety and replaced with the Appendix A attached to this Second Amendment, which thus is hereby incorporated into the Contribution Agreement by reference.

AMENDMENTS TO LANDLORD’S OBLIGATIONS

3. Landlord’s Work. All occurrences of the term “**Landlord’s Work**” as used in the Existing Lease shall be deleted and, for purposes of the Lease, the term “**Premises Work**” shall be inserted in those places.

AMENDMENTS TO TENANT’S OBLIGATIONS

4. Tenant’s Responsibility for Maintenance and Repair. The following is hereby added at the end of the first text sentence of Section 9.B.i of the Existing Lease: “and (iii) maintain and repair any pavement that would have been part of the ‘Pedestrian Pavement Replacement’ projects to be commenced in 2022, 2023, and 2024, as provided for under the Exhibit 9.A.iii of the Existing Lease.”
5. Available Reserve. Section 9.C.i and Section 9.C.ii are hereby deleted from the Existing Lease. Accordingly, for purposes of the Lease, the term “**Available Reserve**” shall hereafter mean the sum of One Hundred Thousand and No/100 Dollars (\$100,000).
6. Tenant’s Undertaking of Certain Premises Work. The Existing Lease is hereby modified to the extent necessary to provide that, notwithstanding Landlord’s obligations under Section 10.C of the Existing Lease for Premises Work, Tenant (rather than Landlord) shall timely commence, diligently and without interruption pursue, and promptly complete all repairs, replacements, and modifications to the Premises that are specified in Exhibit 9.A.iii as Premises Work to be completed in 2022-2026 (altogether, the “**Updated Premises Work**”).
 - (a) Tenant shall exercise reasonable and good faith efforts to commence the Updated Premises Work by the pertinent dates of Target Commencement specified on the attached Exhibit 9.A.iii. Such Updated Premises Work shall be (i) constructed in a good and workmanlike manner substantially in accordance with the Tenant Development Plans, (ii) constructed in compliance with the requirements applicable to Premises Work under Section 10.C of the Existing Lease, including without limitation Legal Requirements, and sound engineering practices, and (iii) so far as possible based on the reasonable and good faith efforts of Tenant hereunder, Substantially

Completed (as defined below) by the Target Completion Date specified on the attached Exhibit 9.A.iii.

(b) As used in this Second Amendment, “**Tenant Development Plans**” means the preliminary development summaries set forth on and incorporated into the attached Exhibit 9.A.iii, together with schematic plans and/or mechanical drawings (as the case may be) developed and prepared by Tenant and approved by Landlord, which approval shall not unreasonably be withheld, conditioned, or delayed.

(i) Specifically as to the Phased Building Electrical Service (electrical infrastructure and enclosure renewal) portion of the Updated Premises Work, as such portion is more particularly described on Attachment 1 to Exhibit 9.A.iii, the Parties agree that, before Tenant commences such portion of the Updated Premises Work: (i) Tenant shall (A) provide signed and stamped drawings as to such portion for review by the Architectural, Engineering & Environmental Services Section of Milwaukee County (“**AE&ES**”) and (B) provide AE&ES with evidence that the City of Milwaukee has approved the relevant drawings; and (ii) Landlord (acting through its designated representative from the Department of Administrative Services – Facilities Management, will verify that such drawings are reasonably complete and match the project scope outlined at Exhibit 9.A.iii.

(c) As to Updated Premises Work, “**Substantial Completion**” shall be deemed to have occurred, and Updated Premises Work shall be “**Substantially Completed**,” when (i) all governmental inspections required for Updated Premises Work have been successfully completed and temporary or permanent Certificates of Occupancy (or the equivalent) and other municipal permits or approvals for the pertinent Updated Premises Work have been obtained, in each case if and to the extent required for Tenant to use and occupy such Updated Premises Work, and (ii) the pertinent Updated Premises Work is completed in all material respects in accordance with the Tenant Development Plans. If, however, the Substantial Completion of Updated Premises Work shall be delayed as a result of any delay on the part of Landlord, then the Substantial Completion of Updated Premises Work shall be deemed to have occurred on the date it would have otherwise occurred absent such delay.

(d) Tenant acknowledges Landlord’s desire that the Updated Premises Work be undertaken with an aim to provide perceptible community benefits for the taxpayers of Milwaukee County, and that this aim aligns with Tenant’s founding purpose to serve the citizens of Milwaukee County and its diverse communities and constituents, and is consistent with its stated commitment to advance racial equity, diversity, and inclusion initiatives across all areas of the organization. Tenant also acknowledges Landlord’s desire that, in performing the Updated Premises Work, Tenant’s selected general contractor(s) shall successfully establish relationships with certified Targeted Business Enterprises (“**TBE**”) and construction contractors, and that Tenant’s selected general contractor(s) shall aim to provide employment opportunities for Milwaukee County residents.

(i) Accordingly, Tenant will agree to exercise reasonable and good faith efforts to assure that its selected general contractor(s) shall, in performing the Updated Premises Work, achieve both identified TBE participation goals and identified goals for hiring Milwaukee County residents. The specific TBE participation goals and resident preference goals will be as follows:

TBE Participation Goal:

Construction project costs (including architecture and engineering): **30%**

Residential Hiring Goal:

Total project hours for Milwaukee County residents: **40%**

Apprenticeship and Training Opportunity Goal:

Total project hours for apprenticeships/job training: **10%**

If Landlord shall require a written Compliance Plan to further express the requirements for achieving the stated goals, Landlord and Tenant shall separately negotiate, in good faith, for the terms and conditions of such a Compliance Plan, which Compliance Plan shall generally comply with Chapter 42 (“Target Business Enterprise Participation in County Contracting”) of the *Code of Ordinances* for Milwaukee County.

(ii) Tenant will further exercise reasonable and good faith efforts to assure that its selected general contractor(s) shall not discriminate against any employee or applicant for employment on the basis of sex, race, color, national origin, sexual orientation, religious belief, age or disability, which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.

7. Capital Support for Updated Premises Work. Landlord’s obligation to provide the Capital Support for each project included within Updated Premises Work shall be subject to the following terms and conditions:

(a) Section 10.D.ii of the Existing Lease is hereby deleted in its entirety.

(b) As provided in paragraph 6, above, Tenant (rather than Landlord) shall, subject only to Unavoidable Delay, timely commence, diligently and without interruption pursue, and promptly complete all repairs, replacements, and modifications to the Premises comprising the Updated Premises Work, in all instances exercising reasonable diligence under the circumstances to do so. In consideration of Tenant’s so undertaking the Updated Premises Work, the amount of the “Budget” indicated on Appendix A to the Contribution Agreement (as modified by this Second Amendment) for all of the calendar years 2022-2026 shall be disbursed directly to Tenant, as follows:

Project	Target Commencement	Target Completion	Payment Amount	Payment Date*
Phased Building Electrical Service	July 2022	June 2023	\$750,000	June 1, 2022
Phased Building Electrical Service	June 2023	August 2023	\$762,181	June 1, 2023
Phased Building Exterior Stone Cladding	June 2024	November 2024	\$757,852	June 1, 2024
Phased Building Exterior Stone Cladding	June 2025	November 2025	\$713,430	June 1, 2025
Phased Building Exterior Stone Cladding	June 2026	November 2026	\$757,295	June 1, 2026

The Parties acknowledge and agree that this paragraph 7(b) of the Second Amendment constitutes good and timely written notice as required under Section 10.D.ii of the Existing Lease (as amended by paragraph 7(a), above, of this Second Amendment).

(c) With respect to all of the Updated Premises Work, Tenant shall periodically submit to Landlord payment applications composed of the following (altogether, in each instance, so

* Subject to the Payment Application requirements and timing provisions set forth in paragraph 7(c) and paragraph 7(d) of this Second Amendment, below.

far as complete and reasonably appropriate, a “**Payment Application**”): (i) progress invoices presented by Tenant’s selected general contractor(s) for amounts of the Updated Premises Work completed as of the stated invoice date; (ii) a completed Application and Certificate for Payment, in the form customarily employed by Tenant’s selected general contractor(s), setting forth the scheduled value of the work to be completed, the value of work completed from the current and previous (if any) applications, the balance of work to be completed, and the amount of any retainage (or, as the case may be, prior retainage then claimed for release and payment); (iii) appropriate certificate(s) of substantial completion (in substantially the form of AIA Document G704 – 2017 or its functional equivalent) as to the current work presented for payment; and (iv) suitable waiver(s) of lien, in favor of Landlord and Tenant, for the invoiced amount(s).

(d) Landlord will pay to Tenant, within thirty (30) days after having received any such Payment Application, the amounts invoiced and requested by the same.

(e) The Parties acknowledge that Tenant shall bear the risk of any shortfall between (i) the Budget Amounts scheduled for 2022-2026, as set forth on Appendix A to the Contribution Agreement (as modified by this Second Amendment) and correspondingly on the schedule of Payment Amounts set forth in paragraph 7(b), above, and (ii) amounts that may be payable by Tenant to its selected general contractor(s) for the pertinent Updated Premises Work. Accordingly, Tenant shall be responsible for any sum due and payable to its selected general contractor(s) so far as the total of all invoiced and requested amounts so due and payable may exceed the following sums: (i) as to the Phased Building Electrical Service (electrical infrastructure and enclosure renewal) project, the total scheduled sum of \$1,512,181 (the total of the “Budget” amounts set forth on Exhibit 9.A.iii, as deleted and replaced by this Second Amendment, and correspondingly on the Appendix A attached to this Second Amendment for years 2022 and 2023); and (ii) as to the Phased Building Exterior Stone Cladding Restoration project, the total scheduled sum of \$2,228,577 (the total of the “Budget” amounts set forth on Exhibit 9.A.iii, as deleted and replaced by this Second Amendment, and correspondingly on the Appendix A attached to this Second Amendment, for years 2024, 2025, and 2026).

(f) Conversely, Landlord shall remain obligated to Tenant for any surplus between (i) the Budget Amounts scheduled for 2022-2026, as set forth on Appendix A to the Contribution Agreement (as modified by this Second Amendment) and correspondingly on the schedule of Payment Amounts set forth in paragraph 7(b), above, and (ii) amounts that may be payable by Tenant to its selected general contractor(s) for the pertinent Updated Premises Work. Accordingly: if (i) the total of amounts that shall be payable by Tenant to its selected general contractor(s) for that portion of the Updated Premises Work together comprising (A) the Phased Building Electrical Service (electrical infrastructure and enclosure renewal) project and (B) the Phased Building Exterior Stone Cladding Restoration project shall be less, in any amount, than (ii) the sum of \$3,740,758; then Landlord shall pay directly to Tenant, within ninety (90) days after Tenant’s closeout of the latter completed of the two specified projects, a sum equal to the amount of such difference. The amount so required to be paid by Landlord to Tenant shall be owned and controlled solely by Tenant, subject only to the expressed understanding between the Parties that the pertinent sum shall be expended by Tenant exclusively for capital improvements to the Premises, as Tenant shall determine necessary or desirable.

8. Modifying Schedule of Updated Premises Work. Section 10.D.i of the Existing Lease is hereby modified as depicted below:

The Parties acknowledge that all of the following may alter the determination of repairs, replacements, and modifications most in need of being performed and funded

as Updated Premises Work: (i) physical conditions of the Premises undiscovered as of the date of the Contribution Agreement (including, without limitation, physical conditions identified in a *2016 Facility Assessment Report* dated August 2016 and prepared by Landlord pursuant to the terms of the Contribution Agreement); (ii) changed conditions arising during the term of the Contribution Agreement; and (iii) other circumstances and events currently unforeseen by the Parties as of the Effective Date. Accordingly, if Tenant desires to modify the schedule or projects included in Updated Premises Work (as set forth in Exhibit 9.A.iii and Appendix A), Tenant shall notify Landlord in writing of the need to modify the schedule of Premises Work such desire and the proposed modifications (including the character and/or timing of the same) for any reason, and the Parties shall then immediately begin, and thereafter without interruption continue, to negotiate in good faith for such modification(s). If (and only if) legally necessary to bind Landlord to any such modification, Landlord shall seek all necessary legislative approvals for such modification(s) agreed between the Parties (including, without limitation, necessary legislative approval to modify the Contribution Agreement); provided, however, that each Party also hereby agrees that, to the greatest extent authorized or permitted, it shall negotiate for modification(s) to be agreed and enforced without the need for any legislative approval. Landlord's Director of the Department of Administrative Services (or his or her designee) shall be authorized to grant binding consent to any modifications to the scope, character, nature, or details of Updated Premises Work; provided, however, that in no event shall any such modifications increase the amount of \$3,740,758 in Capital Support scheduled for such Updated Premises Work.

9. Notices. The notice parties and addresses set forth in Section 23 of the Existing Lease are hereby deleted and the following are inserted in that place:

If to Landlord: Milwaukee County Department of Administrative Services
Attn: Economic Development Director
901 North Ninth Street
Courthouse, Room 308
Milwaukee, WI 53233
Email: calli.berg@milwaukeecountywi.gov

With a copy to: Milwaukee County
Office of the Corporation Counsel
Attn: Corporation Counsel
901 North Ninth Street
Courthouse, Room 303
Milwaukee, WI 53233
Email: david.farwell@milwaukeecountywi.gov

Milwaukee County Office of the Comptroller
Attn: Comptroller
901 North Ninth Street
Courthouse, Room 301
Milwaukee, WI 53233
Email: scott.manske@milwaukeecountywi.gov

If to Tenant: Marcus Center for the Performing Arts, Inc.
929 North Water Street

Milwaukee, WI 53202-3122
Attention: President and Chief Executive Officer
Email: kingram@marcuscenter.org

With a copy to: Marcus Center for the Performing Arts, Inc.
929 North Water Street
Milwaukee, WI 53202-3122
Attention: Vice President of Venue Operations
Email: kharris@marcuscenter.com

And to: Ballard Spahr, LLP
1 East Washington Avenue
Suite 2300
Phoenix, AZ 85004
Attn: Michael J. Ostermeyer
Email: ostermeyerm@ballardspahr.com

10. Unavoidable Delay. Section 37(xi) of the Existing Lease is hereby deleted and the following is inserted in that place:

“Unavoidable Delay” means any delay or prevention suffered by either Party (or, with respect to work required to be performed by Tenant under this Lease, by Tenant’s contractor’s, subcontractors, suppliers, or other third party vendors), in each case without its fault or negligence, in performing any of its respective obligations because of strikes, lockouts, labor troubles, labor shortages, inability to procure materials, failure of power, government shutdowns, government-declared restrictions, epidemic disease (including quarantine and other governmental measures intended to limit the spread of disease), war, armed hostility, terroristic acts, natural disaster, unusually severe weather, acts of God, litigation that results in an injunction prohibiting or otherwise delaying the continuity of construction or other acts under this Lease, as well as other reasons (whether or not foreseeable) not within the reasonable control of the Party delayed in performing or prevented from performing any such obligation(s).

11. No Default. Landlord hereby represents, warrants, and agrees that: (i) there exists no breach, default, or Event of Tenant Default by Tenant under the Existing Lease, or any event or condition that, with notice or passage of time or both, would constitute a breach, default, or Event of Tenant Default by Tenant under the Existing Lease; (ii) the Existing Lease continues to be a legal, valid and binding agreement and obligation of Landlord; and (iii) Landlord has no current offset or defense to its performance or obligations under the Lease.

12. Miscellaneous.

12.1. Entire Agreement. This Second Amendment contains the entire agreement between the Parties with respect to the subject matter hereof, and any prior negotiations, correspondence, memoranda or agreements are superseded in total by the Agreement as amended by the Second Amendment. Capitalized terms used but not otherwise defined herein shall have the meanings provided for them in the Existing Lease or the Contribution Agreement, as applicable.

12.2. Other Terms and Conditions. Except as specifically modified or amended by this Second Amendment, all other terms and conditions of the Existing Lease shall remain in full force and effect. Without limiting or expanding the foregoing, the Parties expressly acknowledge

that the terms and conditions set forth in Section 14 (Insurance/Limitation of Liability) and Section 21 (Landlord's Right to Audit) of the Existing Lease shall remain in full force and effect.

12.3. Conflict. In the event of a conflict or inconsistency between the terms and conditions of the Existing Lease and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall control.

12.4. Binding Effect. This Second Amendment shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant.

12.5. Authorization. Each Party represents and warrants to the other Party that the execution and delivery of this Second Amendment by the signatory signing below has been duly authorized by all appropriate action and is sufficient to legally bind the signing Party without joinder or approval of any other person.

12.6. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original. Executed counterparts of this Second Amendment may be delivered by electronic mail, and failure to deliver an executed original shall not affect the enforceability of this Second Amendment, it being expressly agreed up on the express authorization of each Party or its attorney, that each Party shall be bound by its own emailed signature and shall accept the emailed signature of the other Party. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Party with the intent to sign, authenticate, or accept such contract or record) to this Second Amendment, and any contract formation or record-keeping through electronic means related to it, shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by Legal Requirements (including, without limitation, the Federal Electronic Signatures in Global and National Commerce Act and any state law based on the Uniform Electronic Transactions Act), and the Parties thus hereby waive any objection to the contrary.

12.7. Recording. The Parties agree not to record this Second Amendment, but shall, upon the request of either Party, execute, deliver, and record a Memorandum of Amended Lease, which memorandum shall be prepared by and at the expense of the Party requesting such recordation, and shall be in form and substance reasonably acceptable to both Parties.

[Signatures begin on next page]

IN WITNESS WHEREOF, Tenant and Landlord have each caused this Second Amendment to be duly executed and delivered in Milwaukee, Wisconsin, as of the Amendment Effective Date.

TENANT:

MARCUS CENTER FOR THE PERFORMING ARTS, INC.

By: Kendra W. Ingram
Name: Kendra Ingram
Title: President and CEO

LANDLORD:

MILWAUKEE COUNTY, WISCONSIN

By: _____
Name: David Crowley
Title: County Executive

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

By: _____ Date: _____
Risk Management

Approved for execution:

By: _____ Date: _____
Corporation Counsel

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

By: _____ Date: _____
Comptroller

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

By: _____ Date: _____
Corporation Counsel

IN WITNESS WHEREOF, Tenant and Landlord have each caused this Second Amendment to be duly executed and delivered in Milwaukee, Wisconsin, as of the Amendment Effective Date.

TENANT:

MARCUS CENTER FOR THE PERFORMING ARTS, INC.

By: _____
Name: Kendra Ingram
Title: President and CEO

LANDLORD:

MILWAUKEE COUNTY, WISCONSIN

By:  _____
Name: David Crowley
Title: County Executive

Approved with regards to County Ordinance Chapter 42:

By: Lamont Robinson Date: 9/12/2022
Community Business Development Partners

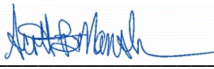
Reviewed by:

By: Adam J. Abelson Date: 9/22/2022
Risk Management

Approved for execution:

By:  Date: 9/12/2022
Corporation Counsel

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

By:  Date: 10/5/2022
Comptroller

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

By:  Date: 10/6/2022
Corporation Counsel

Stuart Carron 10/5/2022

Stuart Carron
Director, Facilities Management Div.

Exhibit 9.A.iii

Premises Work

Project	Preliminary Development Summary	Budget	Target Commencement	Target Completion
HVAC Upgrade	WO03802 - Final phase to upgrade the HVAC system in the Center. Scope includes replacing equipment that has reached the end of its useful life, provide energy savings and improve indoor air quality and comfort.	\$3,618,868	June 2017	September 2017
Center Stage Lifts	WO88804 - Lifts are 46 years old and past their useful life and susceptible to breakdowns. Improvements necessary are: lift plunger/cylinder replacement, fire alarm recall, electrical feeder needs, sprinkler, shunt trip breakers and ventilation and cooling.	\$694,782	June 2018	August 2018
Elevator Modernization	WO88805 - Elevator #4 is 21 years old and improvements necessary are: lift plunger/cylinder replacement, fire alarm recall, electrical feeder needs, sprinkler, shunt trip breakers and ventilation and cooling.	\$589,000	June 2019	September 2019
Roof Replacement	WO11701 - The entire facility was reroofed in 1993-95. The existing roof is an asphaltic built-up roofing system with a graveled surface. This roofing system is installed over various thickness of insulation on both metal and concrete decks. Life expectancy of the roofing system is 25+ years. Replacement is recommended to protect theaters.	\$460,000	June 2020	September 2020

Project	Preliminary Development Summary	Budget	Target Commencement	Target Completion
Pedestrian Pavement Replacement	WO50801 - A master grounds plan highlighting the multi-phased Center's deteriorating concrete and brick walkways and drives is attached. The west plaza area was the first phase completed in 2011.	\$800,000	June 2021	September 2022*
Phased Building Electrical Service	Electrical infrastructure and enclosure renewal, as described on Attachment 1 to this Exhibit 9.A.iii	\$750,000	July 2022	June 2023
Phased Building Electrical Service	Electrical infrastructure and enclosure renewal, as described on Attachment 1 to this Exhibit 9.A.iii	\$762,181	June 2023	August 2023
Phased Building Exterior Stone Cladding	Restoration of exterior stone cladding, as described on Attachment 2 to this Exhibit 9.A.iii	\$757,852	June 2024	November 2024
Phased Building Exterior Stone Cladding	Restoration of exterior stone cladding, as described on Attachment 2 to this Exhibit 9.A.iii	\$713,430	June 2025	November 2025
Phased Building Exterior Stone Cladding	Restoration of exterior stone cladding, as described on Attachment 2 to this Exhibit 9.A.iii	\$757,295	June 2026	November 2026

*The Parties acknowledge that Landlord intends to complete, and shall exercise good faith efforts to complete, the specified Pedestrian Pavement Replacement no later than September 30, 2022. If not completed by September 30, however, Landlord shall remain fully obligated under the Lease to continue diligently prosecuting the specified Pedestrian Pavement Replacement to completion as promptly as reasonably practical.

Attachment 1
to
Exhibit 9.A.iii



CORPORATE HEADQUARTERS
11777 West Lake Park Dr.
Milwaukee, WI 53224
(414) 577-1177 main

MADISON OFFICE
433 West Washington Ave.
Madison, WI 53703
(608) 255-1177 main

cgschmidt.com

**The Marcus Center
Electrical Infrastructure Renewal
Project Description**

June 22, 2022

The Marcus Center electrical distribution equipment is original and needs renewal to provide continued electrical service to the facility. Work includes renewal of the transformer, distribution gear, main distribution switchboard, unit sub-stations and motor control centers. Minor architectural revisions will be included to allow access for the new equipment and accommodate code upgrades.

Equipment includes, a new 480Y/277V substation with a 13.2kV primary fused switch, a 1000 kVA dry time transformer and a 1,600-amp secondary distribution will serve the facilities mechanical equipment. It also includes a new 208Y/120V substation with 13.2kV primary fused switch, a 1000 kVA dry type transformer and a 4,000-amp secondary distribution will serve the theatrical lighting systems and the remainder of the facility. This new gear will replace existing gear including, three new 480Y277V Normal power equipment panels will refeed mechanical equipment and four new 208Y120V Normal power distribution panels will re-feed existing branch lines.

These components will be coordinated with the WE Energies power supply to the facility.

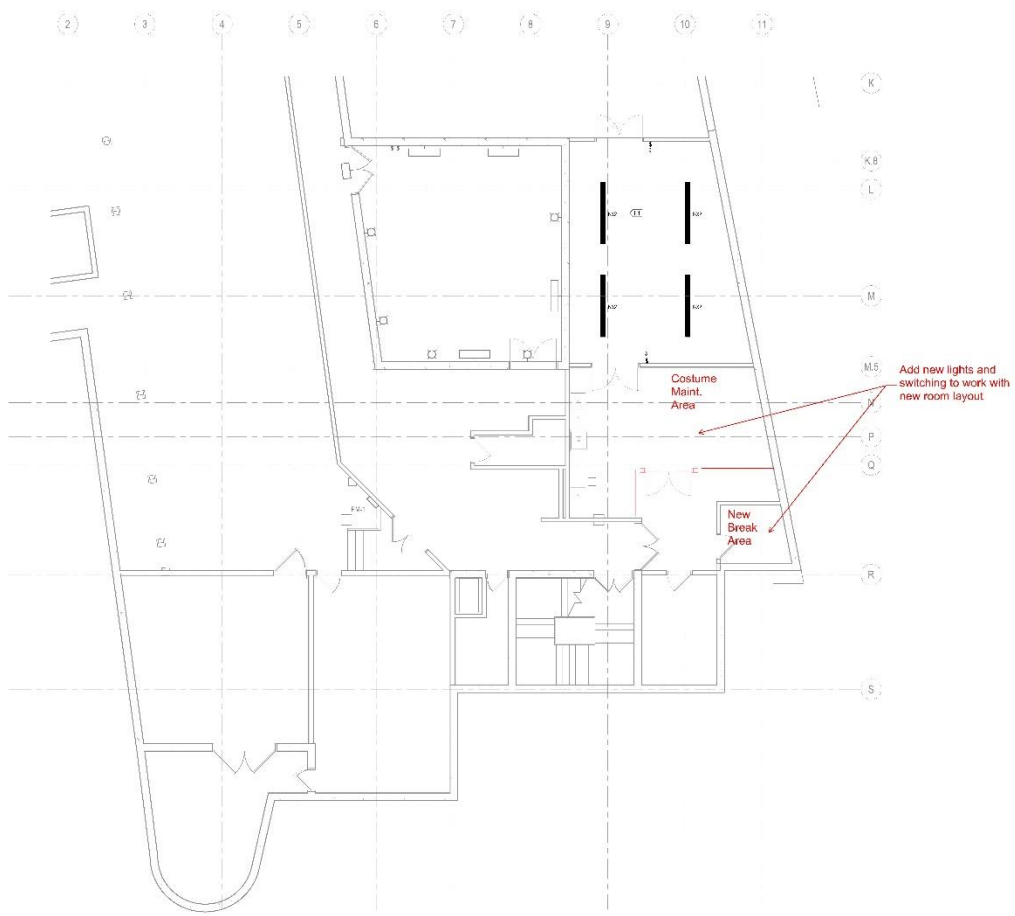
Plans and specifications for Phased Building Electrical Service (electrical infrastructure and enclosure renewal) portion of the Updated Premises Work include the following planset drawings prepared by HGA and current as of the Amendment Effective Date, copies of which drawings are hereby incorporated into this Exhibit.*

<u>Drawing Number</u>	<u>Sheet Name</u>
E000	Electrical General Notes and Symbols
E001	One-line Diagram Symbols
E010.1	Main Distribution One-line Diagram (Phase I)
E011	Grounding Diagram
E100.1	Demolition Plan – Lower Level (Phase 1)
E200.1	Lighting Plan – Lower Level (Phase 1)
E300.1	Power & Systems Floor Plan – Lower Level (Phase 1)

*Images of the pertinent drawings are attached to this Exhibit merely for confirmation of the contents of the relevant planset.

LUMINAIRE SCHEDULE											
TYPE	DESCRIPTION	MOUNTING	LENS/REFLECTOR	LAMP/LUMENS	BALLAST/POWER SUPPLY	WATTS	VOLTAGE	MANUFACTURER	CATALOG NUMBER	EQUAL MANUFACTURERS	NOTES
IND	INDUSTRIAL STRIP LIGHT	SURFACE ON CHAIN HUNG AT 18" AFF	COATED ALUMINUM STEEL, POLYESTER GLASS LENS	6000 LUMENS	0-10V DIMMING	40 WATT	120V	LITHONIA	ZLW443-2000L-1-STRIP-18"X48"X4"WH	2020 A185 SERIES	1

LUMINAIRE SCHEDULE NOTES:
 1. WITH ENERGY SAVINGS PACK



1 LIGHTING PLAN - LOWER LEVEL
 5/8 - 1/8"

- DATE: 05/18/2020
- A. COORDINATE ALL LIGHTING AND ELECTRICAL REQUIREMENTS WITH ARCHITECTURAL AND MECHANICAL LAYOUTS.
 - B. COORDINATE ALL LIGHTING AND ELECTRICAL REQUIREMENTS WITH ARCHITECTURAL LAYOUTS AND MECHANICAL LAYOUTS. PROVIDE ALL LIGHTING AND ELECTRICAL REQUIREMENTS IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
 - C. ALL LIGHTING SHALL BE PROVIDED THROUGH PANELS AS INDICATED BY THE ROOMING SCHEDULES ON THE PLAN, UNLESS NOTED OTHERWISE.
 - D. ONLY AMPLIFIED DATA SHALL BE SHOWN GRAPHICALLY ON THE PLAN. PROVIDE COMPLETE CODES AND WIRING SCHEDULES ON EXHIBIT "D" OF THE CONTRACT DOCUMENTS, UNLESS NOTED OTHERWISE ON EXHIBIT "D" OF THE CONTRACT DOCUMENTS.
- REVISIONS:
- 01. CORRECT NEW BREAK TO BE IN THE BREAK ROOM THE PREVIOUSLY SHOWN SHEET FEATURES. PROVIDE CIRCUITS AND WIRING AS NOTED.

HGA

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INTERIOR ARCHITECT
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CLIENT NAME AND ADDRESS HERE

PROJECT SPECIFIC INFORMATION

NO.	DESCRIPTION	DATE

FIG. NO. COM/ SPEC. NO.
LIGHTING PLAN - LOWER LEVEL (PHASE 1)

DATE: Month, DD, YYYY

PROJECT PHASE

E200.1

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Attachment 2
to
Exhibit 9.A.iii



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**The Marcus Center
Stone Cladding Restoration Project
Project Description**

June 22, 2022

The Marcus Center façade depends on stone cladding and the associated caulk as the primary weather seal. There is 217,227 square feet of exterior stone per the architectural record. Today, caulk requires replacement to maintain this primary weather seal.

The proposed project will replace caulking at the building exterior and provide maintenance at the stone cladding. Maintenance includes inspection, minor repairs and cleaning.

This work will be phased to coordinate with adjacent projects and the necessary funding.

Appendix A
to
Contribution Agreement

Project	Budget	Target Completion
HVAC Upgrade	\$3,618,868	2017
Center Stage Lifts	\$694,782	2018
Elevator Modernization	\$589,000	2019
Roof Replacement	\$460,000	2020
Pedestrian Pavement Replacement	\$800,000	2021
Phased Building Electrical Service	\$750,000	2023
Phased Building Electrical Service	\$762,181	2023
Phased Building Exterior Stone Cladding Restoration	\$757,852	2024
Phased Building Exterior Stone Cladding Restoration	\$713,430	2025
Phased Building Exterior Stone Cladding Restoration	\$757,295	2026

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