

AMENDMENT TO COOPERATION AGREEMENT

THIS AGREEMENT is effective as of the 18 day of December, 2017, by and among the MILWAUKEE ART MUSEUM, INC. ("MAM"), the MILWAUKEE COUNTY WAR MEMORIAL, INC. ("WMC"), and MILWAUKEE COUNTY ("County") (collectively the "Parties").

RECITALS

A. Under date of October 1, 2013, WMC and MAM entered into a Cooperation Agreement, together with the County, with respect to the use of their respective premises leased from the County at the Saarinen Building and the Kahler Addition.

B. Concurrently herewith, the County, WMC and MAM are entering into an agreement terminating the lease between the County and WMC and the lease between the County and MAM, and entering into a Declaration of Condominium (the "Declaration") for the Lakefront Cultural Center Condominium (the "Condominium") and a Condominium Agreement of the Lakefront Cultural Center Condominium (the "Condominium Agreement").

C. The Parties now desire to amend the Cooperation Agreement as more particularly set forth herein.

AGREEMENT

In consideration of the foregoing Recitals, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 1.A of the Cooperation Agreement is hereby amended to read as follows:

A. **TERM.** The term of this Agreement shall commence on the date hereof and shall terminate on September 30, 2022 (the "Initial Term"). The Initial Term may be extended, and the terms and conditions revised, all upon written agreement of the Parties hereto. Not later than one hundred and twenty (120) days prior to the expiration of the Initial Term, the Parties shall commence negotiations to extend and/or revise this Agreement. In the event the Parties are unable to agree to the terms of an extension or revision of this Agreement prior to September 30, 2022, County shall have the right to withhold program revenue from WMC or MAM or both until such time as County is satisfied that an extension or revision to the existing agreement will be executed by the Parties. In the event of any impasse in negotiations, either WMC or MAM may elect at any time to initiate the dispute resolution procedures set forth in Section 11.A. Notwithstanding the expiration of the Initial Term of this Agreement on September 30, 2022, the following provisions (the "Surviving Provisions") of this Agreement shall survive such expiration and be binding upon the Parties hereto until September 30, 2097 (the "Surviving Provisions End Date"): (i) the provisions of Section 1.D of this Agreement regarding endorsement and promotion of the War Memorial Concept and of the arts as a vital element of life's experience, (ii) the governance and financial provisions of Section 4 of this Agreement, (iii) WMC's right to use Fitch Plaza strictly in accordance with the terms set forth in Section 2.I of this Agreement, subject to the provisions of Section 6.A and 6.B, (iv) the integrated fire safety system and the building security system provided in accordance with the requirements and conditions set forth in Section 7 of this Agreement, (v) the provisions of Section 9 of this Agreement regarding operation of the Joint Facility Operation Committee, and (vi) the provisions of Section 11 of this Agreement.

2. Section 2.I.i of the Cooperation Agreement is hereby amended to read as follows:

i. WMC acknowledges that Fitch Plaza (as shown on the Condominium Plat of the Condominium) is part of MAM Unit 2 (as defined in the Declaration). MAM acknowledges that Veteran's Court is part of WMC Unit 3 (as defined in the Declaration). The Fitch Plaza space available for WMC's use in accordance with this Agreement is shown on Exhibit A attached hereto and incorporated herein. MAM agrees to hold not more than one (1) event each year on Fitch Plaza at a date and time mutually agreeable to WMC and MAM, provided MAM shall pay all food, beverage, entertainment/activity, security and setup and cleaning costs for such event. Except for the one (1) event held annually by MAM, MAM hereby grants and conveys to WMC the exclusive right to use Fitch Plaza at all other times for weddings, receptions, military and veteran events, social events, parties, educational events, fundraising events, and other event bookings for which a fee may or may not be charged by the sponsoring party ("Event Bookings"). WMC shall have use of Fitch Plaza for Event Bookings at no charge to WMC, except that WMC shall pay all food, beverage, entertainment/activity, security and setup and cleaning costs for such events, and WMC shall control and manage such Event Bookings on Fitch Plaza.

3. Section 6.A of the Cooperation Agreement is hereby amended to read as follows:

A. **NOTICE AND INFORMATION.** WMC and MAM shall inform each other regarding all plans for renovations, structural changes, repairs, additions, buildings, driveways, parking lots, ramps or other significant improvements upon their respective units. Neither party shall make any structural changes to the Saarinen Building or the Kahler Addition, including any future East Atrium addition, or changes, upgrades or additions to either the Veteran's Court or the Kahler roof and Fitch Plaza (except for the Planned Capital Improvements and Museum Improvements, which shall be addressed in accordance with the terms of the Development Agreement), without providing the other party the opportunity to review and provide input concerning such proposed structural changes to insure safety, integrity of the structures, protection of the art, and to protect and preserve Parties' respective rights under this Agreement. All information submitted for review shall be maintained in confidence in accordance with such confidentiality safeguards as may be reasonably established from time to time by the party submitting the information.

4. Section 8 of the Cooperation Agreement is hereby amended to read as follows:

8. **Insurance.** As a condition of WMC's use of MAM Unit 2 and as a condition of MAM's use of WMC Unit 3 pursuant to Section 2 of this Agreement, the party using the other party's premises shall procure and provide evidence of the insurance in types and amounts required under the Condominium Agreement along with an appropriate endorsement for coverage of event and program uses permitted by this Agreement that are located on or in the other Party's unit. Evidence of such insurance shall be provided once per year upon request of the other party. All insurance required hereunder shall name MAM or WMC as the case may be as an additional insured.

5. Section 9 of the Cooperation Agreement is hereby amended to read as follows:

9. **Joint Facility Operation Committee.** MAM and WMC agree to form a Joint Facility Operation Committee to review, discuss, and comment on maintenance and repairs performed or to be performed pursuant to the Declaration. It is intended that the Joint Facility Operation Committee will provide non-binding recommendations to MAM and WMC with respect to future service contracts and the bidding process for such contracts.

6. Section 10 of the Cooperation Agreement is hereby amended to read as follows:

10. Mutual Support and Cooperation. The parties hereto pledge to each other their on-going cooperation with regard to the matters set forth in the Agreement, the Declaration (including, without limitation, their shared use of the Saarinen Building and surrounding land) and the Development Agreement to ensure a cohesive and enhanced environment that honors the memory of our veterans and provides for the enjoyment of MAM and WMC visitors and the residents of Milwaukee County.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

8. Each party to this Agreement represents and warrants to the other party hereto that the execution and delivery of this Agreement 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 on any other party.

9. This Agreement may not be amended, changed, altered or modified, except in writing signed by all of the parties.

10. Except as expressly provided herein, all of the terms, covenants and provisions of the Cooperation Agreement shall remain in full force and effect.

[Signature pages follow]

EXECUTED as of the date first written above.

COUNTY:
Milwaukee County

By:  12/7/17
Name: Chris Abele
Title: County Executive

Approved for execution:

By: 
Corporation Counsel

MAM:
Milwaukee Art Museum

By: _____
Name: Marcelle Polednik
Title: Executive Director

WMC:
Milwaukee County War Memorial, Inc.

By: _____
Name: Peter P. Pochowski
Title: Chairman

By: _____
Name: David J. Drent
Its: Executive Director

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Milwaukee County

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Milwaukee Art Museum

By: _____
Name: Chris Abele
Title: County Executive

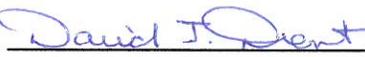
By: _____
Name: Marcelle Polednik
Title: Executive Director

Approved for execution:

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Milwaukee County War Memorial, Inc.

By: _____
Corporation Counsel

By: 
Name: Peter P. Pochowski
Title: Chairman

By: 
Name: David J. Drent
Its: Executive Director

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By: _____

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Title: County Executive

Approved for execution:

By: _____

Corporation Counsel

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Milwaukee Art Museum

By: Marcelle Polednik

Name: Marcelle Polednik

Title: Executive Director

WMC:

Milwaukee County War Memorial, Inc.

By: _____

Name: Peter P. Pochowski

Title: Chairman

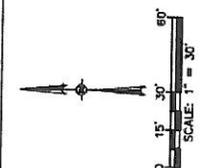
By: _____

Name: David J. Drent

Title: Executive Director

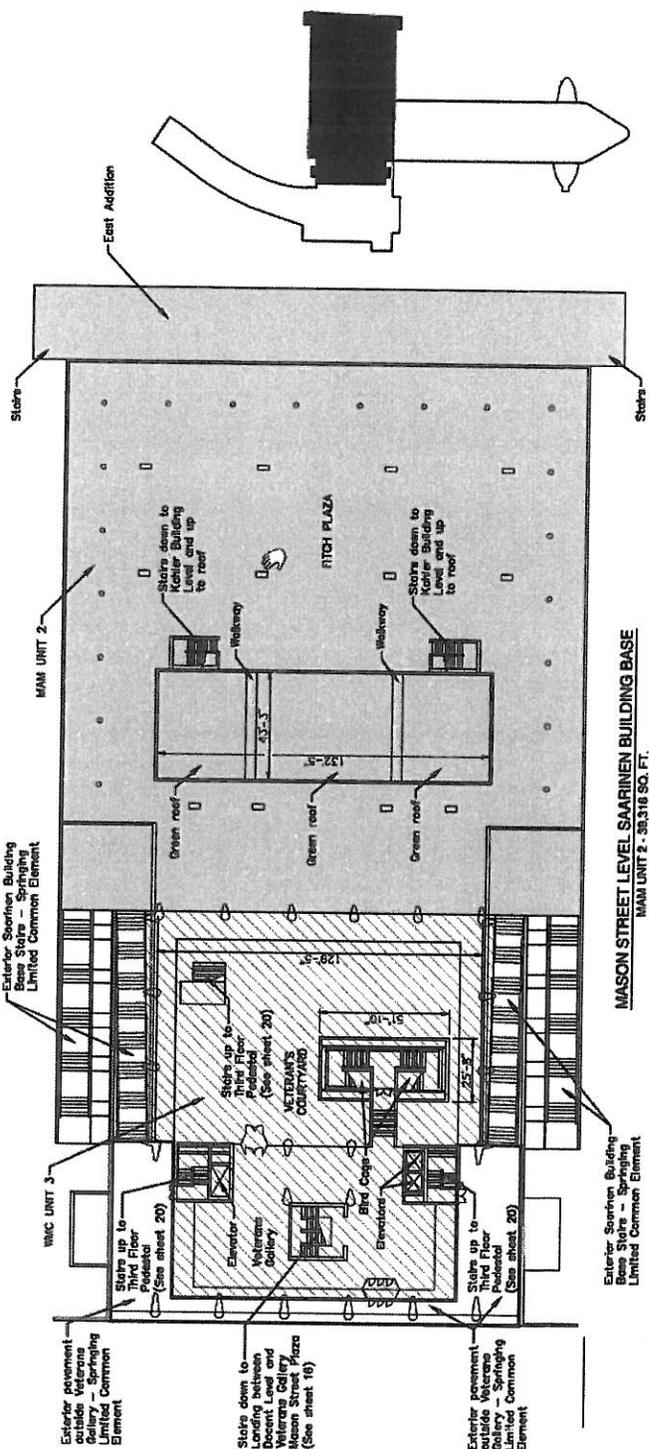
EXHIBIT A

GRÄEF
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 125 South 4th Street,
 Suite 401
 Milwaukee, WI 53214-1470
 414 / 258-1500
 414 / 258-0037 fax
 www.graef-dms.com



**LAKEFRONT CULTURAL CENTER
 CONDOMINIUM PLAT
 MILWAUKEE COUNTY, WISCONSIN**

- = MAM UNIT 2
- = WMC UNIT 3
- = COUNTY UNIT 1



MASON STREET LEVEL SAARINEN BUILDING BASE
 MAM UNIT 2 - 38,318 SQ. FT.
 WMC UNIT 3 - 23,094 SQ. FT.