

**FIRST AMENDMENT TO LEASE AGREEMENT**  
(MARCUS CENTER FOR THE PERFORMING ARTS)

This FIRST AMENDMENT TO LEASE AGREEMENT (this “**First Amendment**”), is made and entered into as of September <sup>20</sup>\_\_\_ 2018, to be effective as of January 1, 2017, by and between MARCUS CENTER FOR THE PERFORMING ARTS, INC., a Wisconsin non-stock corporation (including its predecessors, “**Tenant**”), and MILWAUKEE COUNTY, a governmental subdivision of the State of Wisconsin (“**Landlord**”). Tenant and Landlord each shall be referred to under this First Amendment as a “**Party**,” and together they shall be referred to under this First Amendment as the “**Parties**.”

**RECITALS**

A. Landlord and Tenant are Parties to that certain Lease Agreement dated as of January 1, 2017 (the “**Existing Lease**”), pursuant to which Tenant leases from Landlord, and Landlord lets to Tenant, those certain “**Premises**” (as defined in the Existing Lease) consisting of the land located in the City of Milwaukee, Milwaukee County, Wisconsin, and identified and legally described on Exhibit 2.A attached to the Existing Lease, as well as all rights of every kind (including, without limitation, easements, licenses, and riparian rights) appurtenant to fee simple absolute ownership of the same (altogether, the “**Land**”); and all improvements of every kind located upon the Land, including, without limitation, the Center, as well as all fixtures and other improvements located therein and thereupon, except for fixtures and improvements located within the Riverwalk Area (altogether, the “**Building**”).

B. Landlord and Tenant desire to amend the Existing Lease upon the terms and conditions set forth in this First Amendment.

C. Capitalized terms used, and not otherwise defined, in this First Amendment shall have the same meanings as provided in the Existing Lease. The Existing Lease as modified by this First Amendment shall herein be collectively referred to as the “**Lease**,” and from and after the date of this First Amendment, any reference to the “**Lease**” shall mean the Existing Lease as modified by this First Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises set forth in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Existing Lease as follows:

1. Extended Term. The word “Landlord” is hereby deleted in the final sentence of the first paragraph of Section 4.B.ii of the Existing Lease and the word “Tenant” is hereby inserted in that place, so that such sentence shall read as follows: “If Tenant shall timely deliver a Termination Notice, however, then this Lease shall terminate on December 31, 2066, at the expiration of the Initial Term.”

2. Authorization. The words “the part of” are hereby inserted between the words “on” and “any” in Section 32 of the Existing Lease, so that such Section shall read as follows: “Each party to this Lease represents and warrants to the other Party that the execution and delivery of this Lease 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 the part of any other party.”

3. Brokerage. Landlord and Tenant each represents and acknowledges to the other that it has not dealt with any real estate broker in consummating this First Amendment, and that no conversation or prior negotiations were had with any broker concerning this First Amendment.

Landlord and Tenant each hereby holds the other harmless against any claim for brokerage commission(s) arising out of any dealings, conversations or negotiations had by either with any broker claiming to have dealt the indemnifying party.

4. Miscellaneous.

(a) Entire Agreement. This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

(b) Other Terms and Conditions. Except as specifically modified or amended by this First Amendment, all other terms and conditions of the Existing Lease shall remain in full force and effect.

(c) 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 First Amendment, the terms and conditions of this First Amendment shall control.

(d) Binding Effect. The terms of this First Amendment shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant.

(e) Authorization. Each Party to this First Amendment represents and warrants to the other Party that the execution and delivery of this First 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 on the part of any other party.

(f) Captions. The section headings in this First Amendment are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this First Amendment.

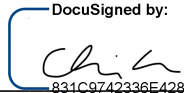
(g) Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Executed counterparts of this First Amendment may be delivered by electronic mail, and failure to deliver an executed original shall not affect the enforceability of this First Amendment, it being expressly agreed that each Party shall be bound by its own emailed signature and shall accept the emailed signature of the other Party.

*[Signature page follows]*

**IN WITNESS OF WHICH**, the Parties have executed this First Amendment as of the day and year first above written.

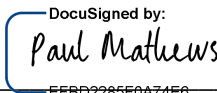
**LANDLORD:**

**Milwaukee County**

DocuSigned by:  
By:  \_\_\_\_\_  
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Chris Abele, County Executive

**TENANT:**

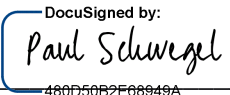
**Marcus Center for the Performing Arts, Inc.,**  
a Wisconsin non-stock corporation

DocuSigned by:  
By:  \_\_\_\_\_  
EFBD2285F0A74E0...  
Paul Matthews, President and CEO

*Approved with regards to County Ordinance Chapter 42:*

DocuSigned by:  
By:  \_\_\_\_\_ Date: 9/18/2018  
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Rick Norris, Community Business Development Partners  
Community Business Development Partners

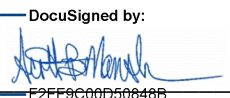
*Reviewed by:*

DocuSigned by:  
By:  \_\_\_\_\_ Date: 9/18/2018  
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Paul Schweigel  
Risk Management

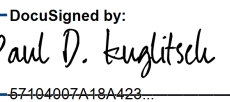
*Approved for execution:*

DocuSigned by:  
By:  \_\_\_\_\_ Date: 9/18/2018  
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Paul D. Kuglitsch  
Corporation Counsel

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

DocuSigned by:  
By:  \_\_\_\_\_ Date: 9/19/2018  
F2FF9C00D50848B...  
[Name]  
Comptroller

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

DocuSigned by:  
By:  \_\_\_\_\_ Date: 9/20/2018  
57104007A18A423...  
Paul D. Kuglitsch  
Corporation Counsel

## Certificate Of Completion

Envelope Id: 22625BB8496D4A80B520B57A09D2C2BB	Status: Completed
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Source Envelope:	
Document Pages: 3	Signatures: 7
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Corporation Counsel
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	CorpCounselSignature@milwaukeecountywi.gov
	IP Address: 204.194.251.5

## Record Tracking

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## Signer Events

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

## Signature

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Signed: 9/18/2018 12:47:30 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign


Paul Schwegel  
paul.schwegel@milwaukeecountywi.gov  
Safety Manager  
Milwaukee County  
Security Level: Email, Account Authentication (None)

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Signed using mobile

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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Rick Norris, Community Business Development Partners  
rick.norris@milwaukeecountywi.gov  
CBDP Director  
Milwaukee County  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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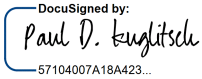
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Scott Manske - Comptroller  
comptrollersignature@milwaukeecountywi.gov  
Comptroller  
Milwaukee County  
Security Level: Email, Account Authentication (None)

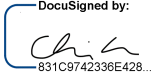
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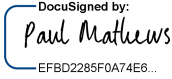
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Paul D. Kuglitsch corpcounselsignature@milwaukeecountywi.gov Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5	Sent: 9/19/2018 1:46:20 PM Viewed: 9/20/2018 10:43:47 AM Signed: 9/20/2018 10:44:05 AM

**Electronic Record and Signature Disclosure:**  
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Chris Abele, County Executive cexsignature@milwaukeecountywi.gov County Executive Milwaukee County Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 204.194.251.5	Sent: 9/20/2018 10:44:06 AM Viewed: 9/20/2018 3:48:44 PM Signed: 9/20/2018 3:48:51 PM
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Paul Mathews pmathews@marcuscenter.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 98.100.194.50	Sent: 9/20/2018 3:48:53 PM Viewed: 9/20/2018 3:52:52 PM Signed: 9/20/2018 3:53:34 PM
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Signing Complete	Security Checked	9/20/2018 3:53:34 PM
Completed	Security Checked	9/20/2018 3:53:34 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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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](mailto: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](mailto: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.

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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](mailto: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](mailto: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"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

1.1 settings via proxy connection
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\*\* 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.