

**MILWAUKEE COUNTY WAR MEMORIAL, INC.
MILWAUKEE ART MUSEUM, INC.
COOPERATION AGREEMENT**

This Cooperation Agreement (“Agreement”) is effective as of the ____ day of _____, 2013, by and among the MILWAUKEE ART MUSEUM, INC. (“Museum”), the MILWAUKEE COUNTY WAR MEMORIAL, INC. (“WMC”), and MILWAUKEE COUNTY (“County”) (collectively the “Parties”).

RECITALS

WHEREAS, the Board of WMC on June 4, 1945 confirmed the founding purpose of WMC to build and manage a permanent War Memorial.

WHEREAS, County passed Resolution file no. 13594 dated March 17, 1953 approving and designating lakefront property within Juneau Park for use as a War Memorial.

WHEREAS, WMC immediately engaged in fundraising to secure \$5 million in pledges to build the Eero Saarinen building and launched its mission statement to “Honor the Dead by Serving the Living”.

WHEREAS, the Milwaukee community envisioned a Memorial to honor the dead by serving the living, and a museum to serve the living through art exhibitions and education programs.

WHEREAS, on January 7, 1954, Milwaukee County agreed to lease land to WMC for construction of a War Memorial.

WHEREAS, WMC as prime tenant and manager entered into an Agreement dated July 18, 1955 with the Milwaukee Art Institute and the Layton Art Gallery, as amended by an Addendum to Agreement dated September 10, 1956, all of which provided a sublease to the Milwaukee Art Institute of portions of the Saarinen Building and use of space by the Layton Art Gallery (together, the “1955 Sublease”) and Museum succeeded to the interests of the Milwaukee Art Institute under the 1955 Sublease.

WHEREAS, The War Memorial building designed by Eero Saarinen was completed in 1957.

WHEREAS, Museum and Layton Art Collection, Inc. have entered into a new agreement, dated April 7, 2013, which incorporates the space rights of the Layton Art Gallery provided in the 1955 Sublease.

WHEREAS, as successor to the interests of the Milwaukee Art Institute, the Museum has occupied and improved portions of the Saarinen Building for Museum’s use. In 1975, Museum funded and constructed an addition to the Saarinen Building, known as the “Kahler Addition.” Museum subsequently donated the Kahler Addition to the County.

WHEREAS, Simultaneous with the execution of this Agreement, the parties will execute certain agreements that will, together with this Agreement, supersede and replace all prior agreements, amendments, leases or subleases to which Milwaukee County, WMC and Museum were parties relating to the respective rights of each party to use and occupy the Saarinen Building, the Kahler Addition, and certain related lands;

WHEREAS, the Museum and WMC desire to maintain a harmonious relationship in which the use of their respective parcels complement one another, provide for the public use and enjoyment of the citizens of Milwaukee County, recognize WMC's mission of honoring the memory of service men and women who have served in the defense of our country, and recognize Museum's mission of enriching life by advancing the appreciation and understanding of visual arts through collection, preservation, display, research, education and interpretation; and

WHEREAS, the parties' willingness to enter into this Agreement is predicated upon the good will and good faith of the parties in abiding by the terms and promoting the spirit of this Agreement.

AGREEMENT

NOW THEREFORE, 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. Term of Agreement; Purpose of Agreement; County Obligations; War Memorial Concept.

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 Museum 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 Museum 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 the date (the "Surviving Provisions End Date") that the Museum Lease and/or the WMC Lease with the County has either been terminated in accordance with the terms thereof or has expired, or if either such lease terminates or expires and County enters into another lease with Museum and/or WMC, as the case may be, for the continuous occupancy of the Saarinen Building and/or the Kahler Addition, then the Surviving Provisions End Date shall be the earlier of the date of termination or expiration of Museum's lease or WMC's lease: (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. Notwithstanding the foregoing, in the event that the Museum Lease has expired or terminated and the WMC Lease remains in full force and effect, then WMC's right to use Fitch Plaza for Event Bookings in accordance with the terms set forth in Section 2.I of this Agreement shall survive and be binding only upon WMC and County, and Museum shall have no rights or obligations with respect to the terms and provisions of Section 2.I.

B. PURPOSE. The purpose of this Agreement is to ensure that the parties hereto maintain a harmonious relationship in recognition of the historic War Memorial concept to "Honor the Dead by Serving the Living" through the WMC's mission of honoring the memory of service men and women who have served in the defense of our country and Museum's mission of enriching life by advancing the appreciation and understanding of visual arts. Notwithstanding the termination or expiration of this Agreement, the purpose set forth above shall guide the future relationship of the Parties in furtherance of their respective missions.

C. COUNTY OBLIGATIONS. The parties agree that, regardless of its approval of this Agreement or its signature as a party to this Agreement, the County undertakes no responsibilities, obligations or liabilities of any nature under this Agreement except as expressly stated herein.

D. WAR MEMORIAL CONCEPT. WMC and Museum each agree to endorse and consistently promote the War Memorial concept of honoring our war dead by serving the living (the "Concept"), as has come to be referred to as "Honor the Dead By Serving the Living." Expressions of support through references to the Concept shall be appropriately displayed by each entity in its annual reports and websites. Additional expressions of support through references to the Concept shall be appropriately displayed by each entity, in its sole discretion, in other publications such as newsletters, brochures, and Veterans Day celebration materials. WMC and Museum also agree to endorse and consistently promote the arts as a vital element of life's experience in connection with their respective missions. Such expressions of support for the arts as a vital element of life's experience shall be appropriately displayed by each entity in its annual reports and websites. Additional expressions of support for the arts as a vital element of life's experience shall be appropriately displayed by each entity, in its sole discretion, in other publications such as newsletters, brochures, and Veterans Day celebration materials.

2. Programs / Access.

A. VETERAN ACCESS. Museum agrees to continue its participation in the current national Blue Star admission program and the current Purple Heart Pass program established by the County Veterans Service Office and will offer admission to Museum for active military and Purple Heart veterans and their families as prescribed by such programs. If

the Blue Star and Purple Heart Pass programs are replaced with new programs which are similar, Museum will participate in such programs and extend similar admission benefits to active military and Purple Heart veterans under such new programs. Museum will continue to provide free admission for veterans and their immediate families on Memorial Day and Veterans Day. An immediate family member is defined to include spouse or partner, natural or adopted children, step-children, and veterans' parents and grandchildren.

B. FACILITY USE. WMC and Museum agree to mutually agreeable access opportunities to their respective facilities. Museum agrees to allow WMC to utilize the Lubar Auditorium up to two (2) times per calendar year and the Northwestern Mutual or Quadracci Suite meeting rooms for up to six (6) times per calendar year, collectively, such dates to be mutually agreeable to Museum and WMC, and provided at no charge to WMC, except that WMC shall pay all food, beverage, entertainment/activity, security, and setup and cleaning costs. WMC agrees to allow Museum to utilize the Memorial Hall up to two (2) times per calendar year and the Veterans Boardroom up to six (6) times per calendar year, such dates to be mutually agreeable to Museum and WMC, and provided at no charge to Museum, except that Museum shall pay all food, beverage, entertainment/activity, security, and setup and cleaning costs. All such uses and activities by either WMC or Museum shall comply with the host party's then current policies on allowable uses, activities, and use contract requirements for the space being provided.

C. SPECIAL EVENTS AND PROGRAMS. In addition to the free admission set forth in Section 2(A), above, the Museum and War Memorial agree to work cooperatively, and when mutually agreeable, on special events and programs that benefit both parties including active military, veterans and reservist programs. All such uses shall comply with then current Museum and War Memorial policies on allowable uses and activities.

C. 35TH ANNIVERSARY OF MacARTHUR MEMORIAL WEEK. WMC and Museum agree to cooperate with each other and other community organizations to commemorate the 35th anniversary of MacArthur Memorial Week on June 4-7, 2014.

E. DOCENT PROGRAM PARTICIPATION. Museum agrees to publicize its Docent Friends program to veterans groups to invite participation by veterans and their families in the Docent Friends program.

F. TECHNICAL ADVICE. Upon request from WMC, Museum agrees to provide WMC with technical advice regarding its exhibition programs, up to a maximum of twenty (20) hours per calendar year without charge at times mutually agreeable to the parties. Museum may, in its sole discretion, provide additional technical advice to WMC regarding its exhibition programs; however, any such additional technical advice shall be provided at an hourly charge determined solely by Museum.

G. VETERANS DAY OR OTHER COMMEMORATIVE DAY. WMC and the Museum shall work cooperatively to hold an annual Veterans Day celebration of mutually agreeable scope on each November 11 or other mutually agreeable date in recognition of the ultimate sacrifices made by veterans. The Museum will provide mutually agreeable Museum space, appropriate for the mutually agreed-upon scope of the celebration, to the public for

purposes of honoring veterans, and at no charge to WMC, except that WMC shall pay all food, beverage, entertainment/activity, security, and setup and cleaning costs.

H. WINDHOVER HALL. Museum agrees to make Windhover Hall available to WMC for one (1) major fundraising event each year at a date and time mutually agreeable to WMC and Museum, and at no charge to WMC, except that WMC shall pay all food, beverage, entertainment/activity, security, and setup and cleaning costs. All such WMC uses and activities shall comply with then current Museum policies on allowable uses, activities, and use contract requirements for Windhover Hall.

I. FITCH PLAZA.

i. WMC acknowledges that Fitch Plaza (described as the roof of the Kahler Addition and the roof of the proposed new East Atrium Addition) is part of Museum's Leased Premises pursuant to the Lease Agreement between County and Museum, as shown on Exhibit A attached hereto and incorporated herein. Museum acknowledges that Veterans Court is part of WMC's Leased Premises pursuant to the Lease Agreement between County and WMC, as shown on Exhibit A attached hereto. The Fitch Plaza space available for WMC's use in accordance with this Agreement is shown on Exhibit B, attached hereto and incorporated herein. Museum agrees to hold not more than one (1) event each year on Fitch Plaza at a date and time mutually agreeable to WMC and Museum, provided Museum 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 Museum, County as owner, and Museum as tenant, hereby grant and convey 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.

ii. WMC, for purposes of Veterans Court, shall develop policies on allowable uses (including activities and use contract requirements) that will neither jeopardize the structural integrity of Fitch Plaza or Veterans Court nor result in harm to the artwork exhibited below Fitch Plaza and Veterans Court. Museum, for purposes of Fitch Plaza, shall develop policies on allowable uses (including activities and use contract requirements) that will neither jeopardize the structural integrity of Fitch Plaza or Veterans Court nor result in harm to the artwork exhibited below Fitch Plaza and Veterans Court. Such policies developed by WMC and Museum for Veterans Court and Fitch Plaza, respectively, shall be mutually agreed upon by WMC and Museum and shall serve as the approved policies on allowable uses (including activities and use contract requirements) for Veterans Court and Fitch Plaza. Such mutually-agreed upon policies (hereinafter referred to as the "Use Policies") shall be delivered to the County Director of Facilities Management or his/her designee for final written approval. If WMC and Museum are unable to reach agreement on the Use Policies, WMC and Museum shall each submit their proposed policies, and any objections to the other party's proposed policies, to the County Director of Facilities Management or his/her designee, who may, but shall not be required to, appoint a mediator in accordance with Section 11 of this Agreement. If Museum or

WMC have initiated mediation pursuant to Section 11, the written determination of the County Director of Facilities Management (or his/her designee), taking into account the mediator's recommendation shall be final and binding on WMC and Museum, as to the Use Policies. All uses and activities on Veterans Court and Fitch Plaza shall comply with the Use Policies either mutually agreed to or determined by the County's Director of Facilities Management pursuant to this subparagraph (ii). Such Use Policies are hereinafter referred to as the "Approved Use Policies".

iii. WMC and Museum may place temporary tents and canopies on Veterans Court and/or Fitch Plaza in conjunction with events so long as such tents and canopies are not affixed to the Veterans Court and/or Fitch Plaza roof systems or would otherwise jeopardize the structural integrity of such roof systems or result in harm to the artwork exhibited below Fitch Plaza and Veterans Court. Temporary event tents and canopies that are secured by the use of water barrels or other non-damaging securements are permissible. Except as provided in this subparagraph (iii), no temporary fixtures or other structures shall be constructed or otherwise affixed to Veterans Court or Fitch Plaza without the written approval of County, Museum, and WMC, any such approvals not to be unreasonably withheld, conditioned, or delayed, and such approvals shall be consistent with the Approved Use Policies.

iv. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge that (x) the use of Fitch Plaza and Veterans Court by WMC for Event Bookings is a significant source of revenue to WMC, and (y) Museum has an interest in ensuring that such use does not damage or materially reduce the useful life of the roof systems of the Saarinen Building or Kahler Addition, and does not result in harm to the artwork exhibited in the space below Fitch Plaza and Veterans Court, and (z) County has an interest in ensuring that such use does not damage or materially reduce the useful life of the structural integrity of the Saarinen Building and the Kahler Addition (or their respective roof systems). In the event that WMC undertakes any action, or use of, Fitch Plaza and/or Veterans Court which violates the Approved Use Policies or subparagraphs (ii) or (iii) above, then Museum or County may give written notice to WMC and the other party specifying the nature of the violation in reasonable detail, and immediately upon receipt of such notice, WMC shall cease the specific use or activity which is claimed to be in violation of this Agreement until the County Director of Facilities Management (or his/her designee) determines whether a violation has in fact occurred. If the County Director of Facilities Management (or his/her designee) determines a violation has occurred, such specific use or activity shall thereafter be prohibited. Except as provided below, WMC may continue to use Fitch Plaza for Event Bookings and Veterans Court for Event Bookings and other activities which are not claimed by Museum to be a violation of this Agreement. Notwithstanding the foregoing, if WMC engages in a pattern of material violations of the Approved Use Policies or subparagraphs (ii) or (iii) above as determined pursuant to the foregoing provisions of this subparagraph (iv) and the County Director of Facilities Management (or his/her designee) determines that such pattern of material violations has occurred, then County may suspend WMC's rights under this Section 2.I. by giving WMC written notice until such time as Museum and County, following consultation with WMC, agree in writing to reinstate such use rights consistent with the provisions of the Approved Use Policies, which agreement shall not be unreasonably withheld, conditioned or delayed. In exercising the foregoing suspension remedy, the Parties shall take into consideration the need of WMC to honor previously scheduled Event Bookings so long as they comply with the terms of the

Approved Use Policies and are not inconsistent with the interests of the Museum and the County as set forth in this subparagraph (iv).

3. Fundraising.

A. COMBINED EVENTS. WMC and Museum agree to identify and evaluate special projects that are for the mutual benefit of WMC and Museum and, to the extent mutually agreeable to Museum and WMC, the parties agree to combine fundraising activities for such events.

B. FUND RAISING ADVICE. Upon request from WMC, Museum agrees to provide WMC with up to twenty (20) hours of development advice for fundraising efforts per calendar year without charge at times mutually agreeable to the parties. Museum may, in its sole discretion, provide additional development advice to WMC for fundraising efforts; however, any such additional development advice shall be provided at an hourly charge determined solely by Museum. Museum shall have no responsibility or liability for the preparation, implementation, or results of any such fundraising efforts. Museum shall have no obligation to provide Museum donor lists, to provide donor information, or to do anything that would violate donor confidentiality policies or obligations.

4. Governance.

A. BOARD POSITIONS. WMC and Museum agree that each entity shall maintain an independent and legally separate governance structure. Neither entity shall maintain dedicated board positions on the other entity's board. Museum agrees to execute all documents reasonably necessary for Museum's withdrawal from WMC's governance structure.

B. FINANCIAL MODEL. WMC and Museum agree to independently manage their finances and financial models and to control the revenue derived from their respective spaces/activities. WMC and Museum agree to pay all food, beverage, entertainment/activity, security, and setup and cleaning costs associated with use of the host party's premises as permitted by this Agreement. Neither WMC nor Museum shall be responsible for or have liability for the other entity's financial models or financial performance.

5. Communications.

A. BOARD PRESENTATIONS. WMC and Museum each agree to make one (1) annual presentation to the other entity's board if requested. The presentations shall be made by the Chairperson of their respective boards or his/her designee and shall be made at a mutually agreeable time. Such presentations shall include, but shall not be limited to, information pertaining to events, development of facilities and exhibits, updates on mutual cooperation, community outreach, and long-range planning considerations.

B. PROMOTIONS. WMC and Museum agree to undertake development of a mutually agreeable cross-promotional relationship intended to promote each other's activities in the community as appropriate, which may include, for example, specific on-site tour promotions, websites, publications, and other media promotions. WMC and Museum will each include a reference or link on their respective web pages to the other party's website. The content

of the cross-promotional materials and references shall be as mutually agreed upon and reviewed annually. All references to the other party in such materials shall be subject to the reasonable approval of the referenced party.

C. BUDGETS. WMC and Museum shall each share financial and proposed budget information, including their respective proposed annual budgets, with the other prior to submission of each entities proposed budget to the County.

6. Future Improvements.

A. NOTICE AND INFORMATION. WMC and Museum are granted certain rights in their respective Leases with the County, subject to the terms of the North Tract Agreement, to improve their respective leasehold premises as they deem necessary or appropriate from time to time. WMC and Museum 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 leasehold premises. 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 Veterans 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 the 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.

B. The schematic drawings of Fitch Plaza, set forth as a part of Exhibit C to the Development Agreement, are approved by the Museum, WMC, and County. WMC and Museum agree to consult with each other on a design for the renovation of Veterans Court and any proposed renovation of Fitch Plaza, in addition to that shown in the schematic drawings referenced above, in light of the County funded and Museum funded repairs and intended renovations to the sculpture court, including roof enclosure. WMC shall control the design and development of a memorial project for the renovation of Veteran's Court, which design and development shall be subject to County's written approval, and further subject to the safeguards to structural integrity and protection of art as set forth in Section 6.A., above. Any such WMC design and development of a memorial project for Veteran's Court that is proposed for extension to Fitch Plaza shall be subject to County's written approval, Museum's written approval, and further subject to the safeguards to structural integrity and protection of art as set forth in Section 6.A., above. Museum may, but shall have no obligation to, participate in the funding of any such approved memorial project that is extended to Fitch Plaza.

C. SIGNAGE. WMC and Museum shall both approve wayfinding and directional signage on the Saarinen Building and the Kahler Addition, which consent shall not be unreasonably withheld, conditioned or delayed.

7. Building Security and Fire Safety Systems. Museum agrees to maintain, manage, and control an integrated fire safety system for the Kahler Addition, the East Atrium Addition, and the entire Saarinen Building as is reasonable and customary for similar public facilities. Museum agrees to maintain, manage, and control a building security system for the Kahler Addition, the East Atrium Addition, the entire Saarinen Building, north parking lots and underbridge area; provided, however, that before June 1 each year, WMC will reimburse Museum for WMC's equitable share of building security monitoring costs, up to a maximum of Ten Thousand Dollars (\$10,000.00) for the succeeding twelve (12) month period, as determined by the mutual agreement of WMC and Museum. If WMC and Museum are unable to agree on WMC's equitable share of building security monitoring costs for such succeeding twelve (12) month period, WMC agrees to pay the preceding year agreed upon fee until such time as a new fee is mutually agreed upon, not to exceed \$10,000 annually. Museum also may install, as part of its Saarinen Building security system, security equipment for the purpose of monitoring the ingress/egress entrance to the Saarinen Building from the underbridge area, provided WMC is provided entry and access to such area upon request (such request to be coordinated in a reasonable manner between WMC and Museum).

8. Insurance. As a condition of WMC's use of Museum's leasehold premises, and as a condition of Museum's use of WMC's leasehold premises pursuant to Section 2 of this Agreement, the party using the other party's leasehold premises shall procure and provide evidence of the insurance in types and amounts required under their respective Leases with Milwaukee County 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 leasehold interest. Evidence of such insurance shall be provided once per year upon request of the other party. All insurance required hereunder shall name Museum or WMC as the case may be as an additional insured.

9. Joint Facility Operation Committee. Museum 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 Museum Lease and the WMC Lease. It is intended that the Joint Facility Operation Committee will provide non-binding recommendations to Museum and WMC with respect to future service contracts and the bidding process for such contracts. Commencing on September 1, 2013, the Joint Facility Operation Committee shall meet as often as needed to review, discuss and comment on performance under the two leases and at least once annually on or before May 1st in order to facilitate such recommendations in advance of the annual budgeting process with the County.

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

11. Dispute Resolution; Default.

A. In the event of a dispute relating to or arising from this Agreement or any other agreements to which WMC and Museum are parties, the parties shall endeavor to settle the dispute amicably and in good faith by mutual discussions, including discussions through the Joint Facility Operation Committee. Failing an amicable resolution within thirty (30) days, the parties agree to submit the issue to mediation with the Marquette University Law School, or another mutually acceptable mediator. If such mediation fails to result in an amicable resolution within thirty (30) days, the parties may pursue all remedies available at law or in equity to the extent not otherwise limited in this Agreement or the agreement under which the dispute arises.

B. Except as otherwise provided in Section 2.I.(iv) above, if a party fails to perform any of its material obligations hereunder, and the material failure continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party (provided, however, such thirty (30) day period shall be extended for such additional time as may be necessary (not to exceed an additional thirty (30) days) so long as the defaulting party is diligently pursuing the cure of the default in good faith), the non-defaulting party may elect to (a) cure the default, in which case the defaulting party shall reimburse the non-defaulting party all reasonable costs and expenses incurred in doing so within thirty (30) days after demand therefor, (b) terminate this Agreement by providing written notice to the defaulting party effective ten (10) days after receipt of notice of termination by the defaulting party, or (c) pursue any other remedy available at law or in equity. The Parties expressly acknowledge that the remedies contained in this Section 11.B shall not apply to a claim by Museum or County of a violation of the Approved Use Policies or Section 2.I of this Agreement, it being the intent of the Parties that the remedies for any such violation are limited to those set forth in Section 2.I.(iv), provided, however, Museum expressly reserves all remedies available at law or in equity as against the County relating to violations of the Approved Use Policies or Section 2.I of this Agreement. Notwithstanding anything to the contrary contained herein, in the event this Agreement is terminated pursuant to the foregoing, then the Surviving Provisions shall survive the termination of this Agreement and shall be binding upon the parties until the Surviving Provisions End Date.

12. Miscellaneous.

A. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, by registered or certified mail, first-class postage paid, return receipt requested, or any other delivery service with proof of delivery:

If to Museum: Director
 Milwaukee Art Museum
 700 N. Art Museum Drive
 Milwaukee, WI 53202

President
Milwaukee Art Museum
700 N. Art Museum Drive
Milwaukee, WI 53202

With a copy to: Raymond R. Krueger, Esq.
Michael Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, WI 53201-4108

If to WMC: Executive Director
Milwaukee County War Memorial, Inc.
750 North Lincoln Memorial Drive
Milwaukee, WI 53202

Chairperson
Milwaukee County War Memorial, Inc.
750 North Lincoln Memorial Drive
Milwaukee, WI 53202

With a copy to: Andrew J. Schlidt III, Esq.
Whyte Hirschboeck Dudek, S.C.
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202-3819

If to County: Director of Facilities Management
901 North Ninth Street
Courthouse, Room 303
Milwaukee, WI 53233

Any party may change the person or address to whom or which notices are given hereunder; provided, however, that any such modification shall be deemed to have been given hereunder only when actually received by the party to which it is addressed. Each party shall be entitled to rely on all communications which purport to be given on behalf of any other party hereto and purport to be signed by an authorized signatory of such party or their above indicated attorneys.

B. Incorporation of Recitals. The above stated Recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

C. Provisions Severable. If any provision of this Agreement shall be held or declared to be invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof, it being the intention of the parties that this Agreement shall be enforceable to the fullest extent permitted by law.

D. Applicable Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Wisconsin, without regard to its conflicts of laws principles.

E. Independent Review/Neutral Construction. Each Party has had the opportunity to consult independent counsel regarding this Agreement. The language used in this Agreement shall be deemed to be the language chosen by all of the parties to express their mutual intent and no rule of strict construction shall apply against any party by virtue of their role in drafting the documentation.

F. Captions. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement.

G. No Waiver of Rights. The failure of any party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.

H. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and any and all prior negotiations and/or understandings are superseded hereby, and the terms of this Agreement are contractually binding upon all parties, their successors and assigns.

I. Counterparts. 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.

J. Authorization. Each party to this Agreement represents and warrants to the other party hereto 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 any other party.

K. Assignment. This Agreement and all rights hereunder shall not be assignable by any party without the prior written consent of the other party(ies).

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

[Signatures on next page]

The provisions of this Agreement are accepted effective as of the date set forth above by the undersigned authorized representatives on behalf of the respective parties to this Agreement.

MILWAUKEE ART MUSEUM INC.

Kenneth C. Krei, President

Daniel Keegan, Director

Raymond R. Krueger, Chairman of the Board of Trustees

MILWAUKEE COUNTY WAR MEMORIAL, INC.

Michael M. Berzowski, Chairman
War Memorial Center Facilities Board

George Gaspar, Chairman
War Memorial Corporation Board

MILWAUKEE COUNTY:

Chris Abele, County Executive

Approved for execution:

Kimberly Walker, Corporation Counsel

EXHIBIT A

Fitch Plaza and Veterans Court

Leasehold Exhibit

[Attached]

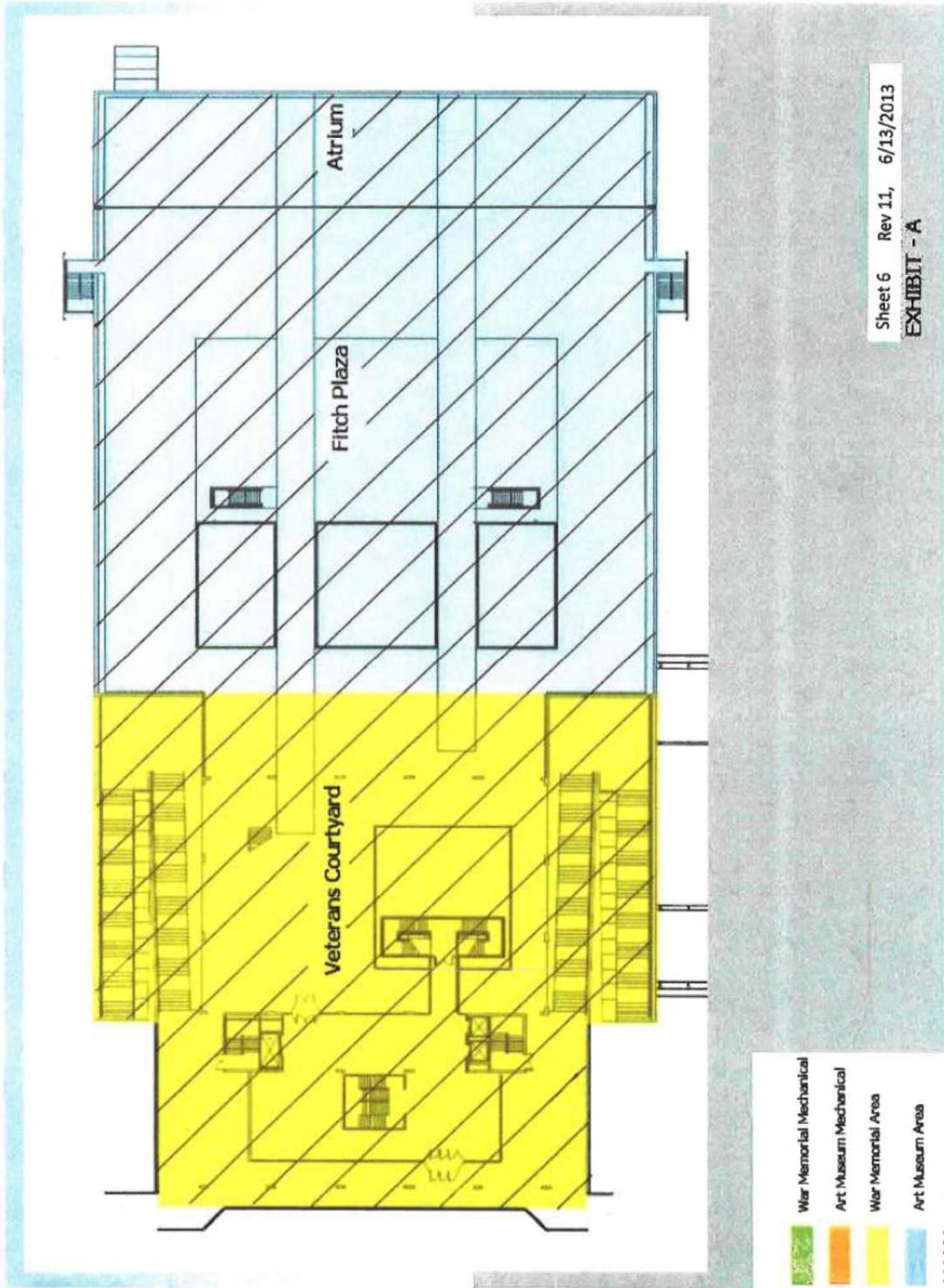


EXHIBIT B

Fitch Plaza

Use Exhibit

[Attached]

